



CITY COUNCIL AGENDA

Tuesday, March 22, 2016

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, March 22, 2016, at 5:30 p.m. in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

**As a courtesy to those in attendance, please place your cell phone on “Silent” or “Vibrate.”
Please, no talking during the meeting; take any conversations outside, so others can hear.**

Thank You!

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

Open Session

1. Call to Order McLellan
2. Invocation by Pastor Craig Holstedt of First Presbyterian Church McLellan
3. Pledge of Allegiance to the United States Flag and to the Texas State Flag McLellan

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

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

Announcements & Public Hearings

Disposition of Minutes

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

Consent Items

- | | | | |
|----|---|-------|--------|
| 5. | Final Reading of a Resolution Supporting the 2030 Comprehensive Plan | 9 | Womack |
| 6. | Final Reading of an Ordinance Amending Ordinance Number 043-2015 Which Adopted the Annual Budget for the Fiscal Year Beginning October 1, 2015 and Ending September 30, 2016 by Additional Cost of an ATV Maintenance Vehicle Providing for Severability; Providing for Publication and Providing an Effective Date | 10-11 | Little |

Routine Business

- | | | | |
|----|--|--|-------|
| 7. | Vouchers for 03/10/16 \$ 883,724.33 | | Myers |
| | Vouchers for 03/17/16 \$ 914,359.14 | | |

New Business

- | | | | |
|-----|---|-------|----------|
| 8. | First Reading of an Ordinance of the City of Big Spring, Texas Amending Chapter Nineteen of the Big Spring Code of Ordinances, by Amending Article 5, Entitled "Vehicles for Hire," by Renaming Section 19-104 Entitled "Termination of Permit" to "Permit Fees; Termination" and Amending the Section to Include an Initial Permit Fee of Two-Hundred Fifty Dollars; Raising the Permit/Renewal Fee to One-Hundred Fifty Dollars; and Providing a Permit/Re-Instatement Fee of Three-Hundred Dollars; Providing for Severability; Providing for Publication; and Providing an Effective Date | 12-13 | Ferguson |
| 9. | Consideration and Approval of an Agreement with Priority Management, LLC and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 14-25 | Medina |
| 10. | Consideration and Permission to Apply for Grants that Help to Promote and Add Additional Funding for the Spring Restoration Project | 26 | Wegman |
| 11. | Zoning Board of Adjustments
One Opening Resume - Veronica Zuniga | 27-28 | Darden |

- | | | | |
|-----|--|-------|---------|
| 12. | Approval of Big Spring Economic Development Corporation Budget Amendment for the 2015-2016 Annual Budget for the Sale of the Malone and Hogan Clinic and Performance Agreement between Texas Healthcare Holdings II, LLC and Big Spring Economic Development Corporation for the Renovation and Redevelopment of Malone and Hogan Clinic Located at 1501 West 11 th Place | 29-31 | Wegman |
| 13. | Approval of the Minutes of the Regular Meeting of the Big Spring Economic Development Corporation Held on February 22, 2016 | 32-34 | Edwards |

City Manager’s Report

- | | | |
|-----|-------------------------------------|--------|
| 14. | Good Friday Holiday, March 25, 2016 | Darden |
| 15. | Other Items of Public Interest | Darden |

Council Input

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

I hereby certify that this agenda was posted on the official bulletin boards at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas. Given by order of the City Council and Posted on Friday, March 18, 2016 at 4:00 p.m. in accordance with Title 5, Texas Government Code, Chapter 551.

In addition, this agenda and supporting documents are posted on the City of Big Spring’s website, www.mybigspring.com in accordance with legal requirements.



 Lesa Gamble, Assistant to the City Manager

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

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

March ____, 2016 at _____ a.m./p.m. By: _____

STATE OF TEXAS :
COUNTY OF HOWARD :
CITY OF BIG SPRING :

The City Council of the City of Big Spring, Texas, met in a regular meeting in the City Council Chambers located at 307 E. 4th, Big Spring, Texas, at 5:30 p.m., March 08, 2016, with the following members present:

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

Same and constituting a quorum; and

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

INVOCATION & PLEDGE OF ALLEGIANCE

Reverend Sonia Scott, Bakers Chapel AMEC of San Angelo, gave the invocation and Mayor McLellan led the Pledge of Allegiance to the American and Texas Flags.

ANNOUNCEMENTS & PUBLIC HEARINGS

RECOGNITION OF BRIAN GORDON'S CERTIFICATION

Chad Williams, Police Chief, recognized Lt. Brian Gordon for graduating from the Leadership Command College.

DISPOSITION OF MINUTES

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF FEBRUARY 23, 2016

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

CONSENT ITEMS

FIRST READING OF A RESOLUTION APPROVING THE INVESTMENT POLICY OF THE CITY OF BIG SPRING

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

FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NUMBER 043-2015 WHICH ADOPTED THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016 BY INCREASING THE CABLE FRANCHISE-PEG FUND FOR THE PURPOSE OF PURCHASING AUDIO EQUIPMENT FOR COUNCIL CHAMBER IMPROVEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

FIRST READING OF A RESOLUTION SUPPORTING THE COMMUNITY PROJECT SPONSORED BY LEADERSHIP BIG SPRING, CLASS 34, AND AUTHORIZING THE PLACEMENT OF PARKING SPACES ON CITY PROPERTY SPECIFICALLY DESIGNATED FOR THE HONORARY USE OF MEMBERS OF OUR UNITED STATES ARMED FORCES

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

ROUTINE BUSINESS

Councilmember Harbour reviewed the vouchers in the amount of \$712,260.01 (2/25/16) and \$790,603.15 (03/03/16). Motion was made by Councilmember Harbour, seconded by Councilmember Marquez, with all members of the Council voting “aye” approving the above listed vouchers.

NEW BUSINESS

PRESENTATION BY FREESE AND NICHOLS, INC. OF THE 2030 COMPREHENSIVE PLAN

Dan Sefko, Freese and Nichols, Inc. presented the final copy of the 2030 Comprehensive Plan to the Council.

FIRST READING OF A RESOLUTION SUPPORTING THE 2030 COMPREHENSIVE PLAN

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

CONSIDERATION AND PERMISSION TO APPLY FOR GRANTS TO PROMOTE NEW OR IMPROVED INFRASTRUCTURE INCLUDING, BUT NOT LIMITED TO TIGER GRANTS, FAST LANE GRANTS, AND EDA GRANTS

Motion was made by Councilmember Myers, seconded by Councilmember Marquez, with all members of the Council voting “aye” approving the above captioned permission to apply for grants.

FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NUMBER 043-2015 WHICH ADOPTED THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016 BY INCREASING THE AIRPARK FUND BUDGET FOR THE ADDITIONAL COST OF AN ATV MAINTENANCE VEHICLE PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE

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

EMERGENCY READING OF A RESOLUTION APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS WEST TEXAS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., WEST TEXAS DIVISION REGARDING THE COMPANY’S 2015 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE CITIES; REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE WEST TEXAS CITIES STEERING COMMITTEE

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

CONSIDERATION AND APPROVAL OF A THIRD AMENDMENT TO A LEASE WITH MUNICIPAL CORRECTIONS FINANCE, L.P. AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

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

CONSIDERATION AND APPROVAL OF AN ASSIGNMENT OF AN INDUSTRIAL PARK LEASE TO BIG SPRING RAIL SYSTEM, INC. AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember DePauw, seconded by Councilmember Benavides, with Councilmembers Marquez, Harbour, McLellan, Waggoner, Benavides and DePauw voting “aye” approving the above captioned lease. Mayor Pro Tem Myers abstained for passage of same. Motion passed six to one.

CONSIDERATION AND APPROVAL AUTHORIZING THE CITY MANAGER TO NEGOTIATE A SECOND AMENDMENT TO AN INDUSTRIAL PARK LEASE BETWEEN THE CITY OF BIG SPRING AND BIG SPRING RAIL SYSTEM, INC. AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Harbour, seconded by Councilmember Marquez, with Councilmembers Marquez, Harbour, McLellan, Waggoner, Benavides and DePauw voting “aye” approving the above captioned lease. Mayor Pro Tem Myers abstained for passage of same. Motion passed six to one.

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION HELD ON JANUARY 19, 2016

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

CITY MANAGER’S REPORT

Todd Darden thanked the staff for their work on the refunding bond issue which will be a 1.2 million saving over the life of the bond.

COUNCIL INPUT

Mayor McLellan congratulated Lt. Gordon on his graduation and updated the citizens on the Spring Restoration Project.

Councilmember DePauw announced the Pints for Polio will be held on March 12, 2016 and the Texas Trash Off will be held on April 2, 2016. He also reminded citizens to get their pets spayed or neutered.

EXECUTIVE SESSION

ADJOURN INTO EXECUTIVE SESSION UNDER THE PROVISION OF TITLE 5, TEXAS GOVERNMENT CODE, SECTION 551.087 TO DISCUSS OR DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO TEXAS HEALTHCARE HOLDINGS II, LLC AND OTHER POTENTIAL ENTITIES WITH WHOM THE CITY/BIG SPRING

ECONOMIC DEVELOPMENT CORPORATION OF BIG SPRING IS CONSIDERING ECONOMIC DEVELOPMENT NEGOTIATIONS, WHOM THE CITY/BIG SPRING ECONOMIC DEVELOPMENT CORPORATION OF BIG SPRING SEEKS TO HAVE LOCATE, STAY OR EXPAND IN THE CITY OF BIG SPRING; AND

ADJOURN INTO EXECUTIVE SESSION IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.072 TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY AT 6:10 P.M.

RECONVENE IN OPEN SESSION AND TAKE ANY NECESSARY ACTION AT 6:50 P.M.

Motion was made by Councilmember DePauw, seconded by Councilmember Benavides, with Councilmembers Marquez, Harbour, McLellan, Waggoner, Benavides and DePauw voting “aye” authorizing the Mayor to execute and deliver any deed or other instruments reasonably required for the completion of the sale of the real property described as Lot 1, Block 1, Malone and Hogan Clinic Subdivision to the City of Big Spring, Texas to the Big Spring Economic Development Corporation. Mayor Pro Tem Myers abstained for passage of same. Motion passed six to one.

Motion was made by Councilmember Benavides, seconded by Councilmember Waggoner with all members of the Council voting “aye” authorizing the Mayor and City Manager to enter into discussions regarding a private public park.

ADJOURN

Mayor McLellan adjourned the meeting at 6:53 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, SUPPORTING THE CITY OF BIG SPRING 2030 COMPREHENSIVE PLAN.

WHEREAS, a comprehensive plan is an essential tool in promoting and developing municipalities and promoting public health, safety, and welfare; and

WHEREAS, the previous Comprehensive Plan was supported by Resolution No. 2-96; and

WHEREAS, the new 2030 Comprehensive Plan has been formulated through the participation of a Comprehensive Plan Committee;

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

SECTION 1. The City Council of the City of Big Spring hereby supports adoption of the 2030 Comprehensive Plan to replace the previously adopted Comprehensive Plan supported by Resolution No. 2-96.

SECTION 2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **8th** day of **March, 2016**, with all members present voting “aye” for the passage of the same.

PASSED AND APPROVED on second and final reading at regular meeting of the City Council on the **22nd** day of **March, 2016**, 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 COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 043-2015 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016 BY INCREASING THE AIRPARK FUND BUDGET FOR THE ADDITIONAL COSTS OF AN ATV MAINTENANCE VEHICLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS funding for purchase of an ATV Maintenance Vehicle was more than the budgeted amount of \$10,000 and such purchase is necessary for the efficient operation of the McMahan Wrinkle Airport and Industrial Park.

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

SECTION 1. The Airpark Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2015 and ending September 30, 2016 is hereby increased by the amount of \$7,000.00 to account number 410-021-610-6311 for the purpose of additional costs and upgrades for the ATV Maintenance Vehicle. This increase will be funded through existing fund balance.

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

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

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

SECTION 5. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 8th day of **March, 2016** with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the 22nd day of **March, 2016** with all members of the Council voting “aye” for the passage of same.

CITY OF BIG SPRING

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER NINETEEN OF THE BIG SPRING CODE OF ORDINANCES, BY AMENDING ARTICLE 5, ENTITLED "VEHICLES FOR HIRE," BY RENAMING SECTION 19-104 ENTITLED "TERMINATION OF PERMIT" TO "PERMIT FEES; TERMINATION" AND AMENDING THE SECTION TO INCLUDE AN INITIAL PERMIT FEE OF TWO-HUNDRED FIFTY DOLLARS; RAISING THE PERMIT/RENEWAL FEE TO ONE-HUNDRED FIFTY DOLLARS; AND PROVIDING A PERMIT/RE-INSTATEMENT FEE OF THREE-HUNDRED DOLLARS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring permits private ambulance services to operate within the City; and

WHEREAS, the preceding ordinance did not provide for an initial permit fee for private ambulance services;

WHEREAS, the City Council finds it necessary to align ambulance service fees with current industry standards;

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 19, entitled "Vehicles for Hire," Article 5, entitled "Ambulances," Section 19-104, entitled "Termination of Permit" is hereby amended to read in its entirety as follows:

Sec. 19-104. Permit Fees; Termination.

The initial fee for an ambulance permit shall be Two-Hundred Fifty Dollars (\$250.00) and shall terminate one (1) year from the date of issuance. Such permits may be renewed by paying a permit/renewal fee of One-Hundred Fifty Dollars (\$150.00), if such fee is paid before the termination date. The holder of an ambulance permit shall immediately cease operations of ambulance services if a permit is allowed to terminate. An ambulance operator may seek to re-instate a permit without re-application if such action is taken within thirty (30) days of termination and upon paying a permit/re-instatement fee of Three-Hundred Dollars (\$300.00). If the termination of the permit exceeds thirty (30) days, a new application and public hearing is required. The City shall furnish appropriate ambulance permits and the same shall be prominently displayed on the vehicle.

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

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

SECTION 4. The City Secretary is hereby ordered and directed to cause the descriptive caption, as well as any penalties for violation of this ordinance to be published as provided by law.

SECTION 5. This ordinance shall take effect immediately from and after its publication and passage upon two readings in accordance with the City Charter.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **22nd** day of **March, 2016**, with all members of the Council voting “aye for passage of the same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **12th** day of **April, 2016** with all members voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

Energy Management and Consulting Services Agreement

This Energy Management and Consulting Services Agreement ("Agreement") is entered into and effective as of the date of March __, 2016, by and between **CITY OF BIG SPRING**, a Texas municipal corporation of Howard County, Texas, (hereafter called "CITY") and **PRIORITY POWER MANAGEMENT, LLC**, a Texas limited liability company, having its principal place of business at 690 E. Lamar Blvd., Suite 500, Arlington, TX 76011(hereafter called "CONSULTANT"), collectively the "Parties".

Recitals

Whereas, deregulation of the electric energy marketplace has placed greater responsibility upon end-users for managing energy use and costs; and

Whereas, CONSULTANT has been providing energy management and consulting services to industrial, commercial and other large-volume end-users such as CITY since 2001, and is a licensed aggregator by the Public Utility Commission of Texas (PUCT Lic. No. 80011); and

Whereas, CITY seeks assistance from CONSULTANT in managing its energy use, costs and related matters, and in negotiating electricity supply contract(s) with a suitable and qualified Retail Electric Provider ("REP") licensed by the Public Utility Commission of Texas;

Now, **Therefore**, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties hereby agree that CONSULTANT shall be the exclusive agent to act on CITY's behalf, as follows:

Terms and Conditions

1. **PURPOSE.** The purpose of this Agreement is to state the terms and conditions under which CONSULTANT shall perform energy consulting services to assist the CITY in executing a competitive retail electricity supply contract with a retail electricity provider, and to manage the contract and related matters for the term of the contract.
2. **DESCRIPTION OF SERVICES.** CONSULTANT's services hereunder shall include the following:
 - A. CONSULTANT shall perform all the services as set forth in Exhibit A (the "Services") for CITY's properties listed in Exhibit B (the "Facilities"), which may change from time to time as directed by the CITY.
 - B. CONSULTANT shall work closely with the designated CITY staff, and other appropriate CITY officials as directed, and shall perform any and all related tasks required by the CITY in order to fulfill the purposes of this Agreement.
 - C. CONSULTANT shall deliver to the CITY all reports, designs, and related documents, information, or other data which may be required to be produced and given to the CITY in performing services under this Agreement.
 - D. CONSULTANT shall not take title to any electricity supply, or other related services, as may be provided by the REP.
3. **PERFORMANCE OF SERVICES.** CONSULTANT and its employees or associates shall perform all the services under this Agreement. CONSULTANT represents that all its employees or associates who perform the Services under this Agreement shall be fully qualified and competent to perform the Services described in Exhibit A.
4. **TERM.** This Agreement shall be effective as of the date stated above, and shall remain in force and effect for the length of the electricity supply contract with an REP that has been negotiated by CONSULTANT and executed by the CITY ("Initial Term"). Thereafter, without further action by the Parties, this Agreement shall automatically renew at the end of the Initial Term for one year and thereafter for one year terms on each anniversary of the renewal date. Either Party may terminate this Agreement by giving the other Party written notice at least 90 days prior to the expiration of the then applicable term of this Agreement. Provided, however, termination of this Agreement shall not affect the rights and responsibilities of the Parties under any electricity supply contract in effect, and the termination of this Agreement shall not be effective until the electricity supply contract is terminated.

5. **PAYMENT FOR SERVICES.** In consideration of the professional services to be performed by CONSULTANT under the terms of this Agreement, the CITY authorizes CONSULTANT to collect from the CITY's REP or billing and collecting agent, as applicable, a fee of \$0.0012 per kWh per month for CITY's electricity accounts associated with the Facilities listed in Exhibit B and as included in an electricity supply contract negotiated by CONSULTANT and executed by the CITY. The fee paid to CONSULTANT shall be included in the REP's electricity supply contract price with the CITY.
6. **CHANGE IN SERVICES.** CITY may request from time to time changes in the scope or focus of the activities, investigations and studies conducted or to be conducted by CONSULTANT as outlined in Exhibit A. Any change in the scope or focus which varies significantly from the Services and would require a significant increase in cost or expense to CONSULTANT, and may justify an increase in compensation to CONSULTANT, shall be mutually agreed upon by CONSULTANT and CITY through an amendment to this Agreement, or a separate written agreement.
7. **CITY RESPONSIBILITIES.** CITY shall have the following responsibilities during the term of this Agreement:
 - A. **Data and Errors.** CITY shall (i) provide timely and accurate data and information required for CONSULTANT to provide the Services, (ii) review all output produced by CONSULTANT as a result of providing the Services, and (iii) notify CONSULTANT of any errors in such input data or output. CITY shall cooperate with CONSULTANT in good faith to address the resolution of errors, omissions or deficiencies, and provide CONSULTANT the opportunity to correct the errors, omissions and deficiencies. Upon successful resolution of errors, omissions or deficiencies, CITY shall accept the output as completed.
 - B. **Transactions with Suppliers.** CITY shall retain all legal or equitable rights and remedies available to it against any Supplier. CITY agrees to hold CONSULTANT harmless and defend CONSULTANT from any claims or causes of action asserted by Suppliers arising from CITY's transactions with such Suppliers.
 - C. **Fees and Taxes.** CITY shall be responsible (and indemnify CONSULTANT) for payment of any electricity supply and any applicable transportation and distribution fees assessed upon the electricity as may be applicable. CITY is a Sales and Use Tax exempt entity.
 - D. **Management Action.** Upon reasonable request by CONSULTANT, CITY shall promptly provide management determinations, approvals, and other information and assistance reasonably required by CONSULTANT to perform its obligations under this Agreement.
8. **AUTHORITY OF CONSULTANT.** CITY authorizes CONSULTANT to act on its behalf with respect to the matters provided in this Agreement and to negotiate, but not enter into, and manage agreements as well as issues related to the Services on behalf of CITY. CITY agrees to provide a Letter of Limited Agency on CITY's letterhead, substantially in the form of Exhibit C, instructing energy suppliers and or transmission distribution service providers to provide necessary information to CONSULTANT that will be used in providing the Services.
9. **CONFIDENTIALITY.** The Parties shall hold all information, whether oral, written, electronic or otherwise, that each receives from the other (collectively, "Confidential Information") in strict confidence, except as required by law, and use at least the same degree of care as it uses with respect to its own confidential information to prevent the disclosure of such Confidential Information. The Parties shall not disclose the Confidential Information to any person or entity except as necessary to perform obligations described in this Agreement. The Parties shall not provide such Confidential Information to any such person or entity until such person or entity agrees to abide by the terms of this Section.
10. **OWNERSHIP OF DOCUMENTS.** Upon acceptance or approval by the CITY, all deliverables prepared or assembled by CONSULTANT under this Agreement, and any other related documents or items shall become the sole property of the CITY and shall be delivered to CITY, without restriction on future use. CONSULTANT may make copies of any and all deliverables and related documents or items for its files.

- 11. CONSULTANT'S LIABILITY.** Approval of City shall not constitute or be deemed a release of the responsibility and liability of CONSULTANT, its employees, agents, associates, or sub-consultants for the accuracy and competency of the deliverables prepared by CONSULTANT, its employees, agents, associates, or sub-consultants, as required under this Agreement. In addition, approval of City shall not be deemed to be the assumption of any responsibility by CITY for any defect, error, or omission in the deliverables prepared by CONSULTANT, its employees, agents, associates or sub-consultants. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN ANY ACTION ARISING OUT OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, INDIRECT, LOST PROFITS, OR EXEMPLARY DAMAGES. LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES.FURTHERMORE, CITY UNDERSTANDS AND AGREES THAT THE LIABILITY OF CONSULTANT TO CITY SHALL BE LIMITED IN AMOUNT AND SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT UNDER THIS AGREEMENT.**
- 12. CONSULTANT INDEMNIFICATION.** CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGEMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASSIONED BY CONSULTANT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONSULTANTS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CONSULTANT AND CITY, RESPONSIBILITY AND IDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT HAVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS AGREEMENT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.
- 13. CITY INDEMNIFICATION.** CITY ASSUMES FULL RESPONSIBILITY FOR ELECTRICITY FURNISHED BY THE REP TO CITY, AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CONSULTANT, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS ARISING OUT OF THE ELECTRICITY DELIVERED BY THE REP. IN ADDITION, CONSULTANT SHALL NOT BE LIABLE FOR AND CITY WILL SAVE, HOLD HARMLESS, DEFEND AND INDEMNIFY CONSULTANT FROM ANY THIRD PARTY CLAIMS, INCLUDING REP'S CLAIMS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR TO THE PARTIES' ACTIONS HEREUNDER, WHETHER SAID CLAIM IS ASSERTED AGAINST CITY, CONSULTANT, OR BOTH, EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF CONSULTANT. CITY ACKNOWLEDGES THAT THIS AGREEMENT IS BETWEEN PARTIES OF EQUAL BARGAINING POWER AND THAT THE FOREGOING LIMITATION OF LIABILITY IS SUPPORTED BY LEGITIMATE COMMERCIAL REASONS.
- 14. COMPLIANCE WITH LAWS AND REGULATIONS.** This Agreement is entered into subject to and controlled by the Charter and ordinances of the CITY, as amended, and all applicable laws, rules and regulations of the State of Texas and the Government of the United States of America. CONSULTANT shall, during the course of performance of this Agreement, comply with all applicable CITY codes and ordinances, as amended and all applicable State and Federal laws, rules and regulations, as amended.
- 15. RELATIONSHIP OF PARTIES.** The relationship between the Parties shall be limited to the performance of the Services as set forth in this Agreement and shall not constitute a joint venture, partnership or an employee-employer relationship. CONSULTANT is an independent contractor and shall be responsible for the means and methods used in performing the Services under this Agreement. Neither Party may obligate the other to any expense or liability outside of this Agreement, except upon written consent of the other.
- 16. INSURANCE.** CONSULTANT shall procure, pay for, and maintain during the term of this Agreement, with a

company authorized to do business in the State of Texas, the minimum insurance coverage contained in Exhibit D, and made a part of this Agreement.

- 17. GIFT OF PUBLIC SERVANT.** CITY may terminate this Agreement immediately if CONSULTANT has offered, or agreed to confer any benefit upon a CITY employee or official that the CITY employee or official is prohibited by law from accepting. For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, CITY may require CONSULTANT to remove any employee of CONSULTANT from the CITY project engagement who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a CITY employee or official.
- 18. ASSIGNMENT.** This Agreement provides for unique professional services. Therefore, CONSULTANT shall not sell, assign, transfer or convey this Agreement, in whole or in part, without the prior written consent of CITY.
- 19. NOTICES.** Except as otherwise expressly provided for herein, all notices, requests or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given or made if delivered personally, by overnight delivery service, or by United States mail, return receipt requested, to a Party at the following address, or at such other address as shall be specified in writing by a Party to the other Party in accordance with the terms and conditions of this paragraph:

If to CONSULTANT:

Priority Power Management, LLC
Attn: John J. Bick, Managing Principal
690 E. Lamar Blvd., Suite 500
Arlington, TX 76011
T (972) 314-9040
F (817) 887-0866

If to CITY:

City of Big Spring _____
Attn: Todd Darden, City Manager _____
310 Nolan _____
Big Spring, TX 79720 _____
T 432-264-2401 _____
F 432-263-8310 _____

- 20. NONDISCRIMINATION.** As a condition of this Agreement, CONSULTANT covenants that CONSULTANT will take all necessary actions to insure that, in connection with any operations under this Agreement, CONSULTANT, its officers, employees and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. CONSULTANT shall also comply with the applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, CONSULTANT shall keep, retain and safeguard all records relating to this Agreement or work performed hereunder for a minimum period of three (3) years from the end of the Agreement term, with full access allowed to authorized representatives of CITY, upon request, for purposes of evaluating compliance with this and other provisions of this Agreement.
- 21. RIGHT OF REVIEW AND AUDIT.** CITY may review any and all of the Services performed by CONSULTANT under this Agreement. CITY is granted the right to audit, at CITY's election, all of CONSULTANT'S records and billings relating to the performance of this Agreement. CONSULTANT agrees to retain such records for a minimum of three (3) years following the end of the Agreement term. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to CITY's rights as may be disclosed by an audit under this section.
- 22. VENUE.** The obligations of the Parties to this Agreement shall be performable in Howard County, Texas, and if legal action is necessary in connection with or to enforce rights under this Agreement, exclusive venue shall lie in Howard County, Texas.
- 23. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws and court

decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

- 24. **LEGAL CONSTRUCTION.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- 25. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.
- 26. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 27. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective administrators, successors and, except as otherwise provided in this Agreement, this assigns.
- 28. **ENTIRE AGREEMENT; NO ORAL MODIFICATIONS.** This Agreement and all exhibits constitute the entire Agreement between the Parties hereto. Any amendment, addition or deletion to this Agreement must be in writing and executed by the Parties. This Agreement shall supersede any prior oral discussions or terms and conditions contained on any form or document used in connection with the Services hereunder. All implied or express warranties related to the Services are hereby disclaimed. Each Party affirms that it has read this Agreement in its entirety and it agrees to the terms and conditions contained herein and to the wording of this Agreement, and any ambiguities shall not be interpreted to the detriment of either Party merely by the fact that such Party is the author of the Agreement.
- 29. **AUTHORIZED REPRESENTATIVE.** The person executing this Agreement on behalf of each Party hereby represents that he/she is said Party's authorized representative and is fully authorized and empowered to enter into this Agreement and that each Party has full authority to perform the terms and conditions hereof.

In Witness Whereof, the Parties by their respective duly authorized representatives have executed this Agreement. This Agreement shall not become effective as to either Party until executed by both Parties.

PRIORITY POWER MANAGEMENT, LLC

CITY OF BIG SPRING

By: _____

By: _____

Name: John J. Bick

Name: Todd Darden _____

Title: Managing Principal

Title: City Manager _____

EXHIBIT A SERVICES

CONSULTANT will perform the following **Services**:

1. Data Collection and Analysis

- a) Gather CITY facility lists, including supplier information, account numbers, and service addresses;
- b) Gather historical load data for each site from transmission distribution service provider;
- c) Collect current contracts and identify current contractual end dates;
- d) Determine whether CITY has a preferred supplier(s) to be included in a Request for Proposals (RFP);
- e) Analyze and complete any missing or questionable load data, including identification of demand ratchet and power factor penalty charges;
- f) Determine whether the CITY has known plans to add or delete electricity accounts with significant load in the future;
- g) If CITY plans to construct new facilities in the future that will have meaningful electrical load, work with CITY representatives, and or architectural / engineering firm to develop estimated electrical load profiles, and include such future estimated electrical loads in the electricity supply contract if applicable;
- h) Prepare data for inclusion in the RFP and distribution to suppliers.

2. Strategy Assessment and Development

- a) Assess the short term and long term goals of CITY;
- b) Engage various CITY department representatives to ensure approach meets department needs and expectations;
- c) Assess market conditions and develop strategy consistent with CITY goals;
- d) Determine market liquidity and pricing environment;
- e) Analyze various pricing structures and product mixes relative to CITY goals;
- f) Gain consensus from CITY on strategy;
- g) Participate in CITY committee briefings, and or council meetings, to present strategy and answer questions.

3. Procurement

- a) Develop the RFP and detailed specifications that meet the CITY's requirements;
- b) Publish and distribute the RFP to qualified retail electric providers (REPs);
- c) Attend pre-bid meeting if applicable;
- d) Respond to RFP clarifying questions and issue addendums as may be necessary;
- e) Review all submittals received as a result of the RFP;
- f) Provide evaluation and analysis of all supplier bids, ensuring an "apples-to-apples" comparison;
- g) Request and manage continuous refreshing of indicative pricing from suppliers throughout the RFP process to measure price movements versus market movements, and identify any price gaming schemes;
- h) Present evaluation findings to the CITY, and assist CITY staff in understanding RFP responses and determining the most advantageous proposal(s) to meet the CITY's needs and select a short-list of suppliers;
- i) Participate in interviews (if applicable) and negotiations with short-listed supplier(s) on contract terms and conditions;
- j) Participate in CITY committee briefings, and or council meetings, to present indicative pricing and answer any questions;
- k) Assist the CITY in selecting and determining the desired contract term length consistent with the strategy;
- l) Negotiate final terms and conditions with short-listed supplier(s);
- m) Request, receive and evaluate best and final offers from short-listed suppliers on a date certain;
- n) Present best and final offer evaluation to the CITY and make recommendation for award;
- o) Facilitate and manage the execution of the contract from the awarded supplier;
- p) Ensure confirmation of (1) contract acceptance from awarded supplier, and (2) electricity volumes have been booked and hedged.

4. Contract Management

- a) Monitor and verify accurate and timely switches of accounts to new supplier;
- b) Review supplier invoices to determine consistency with contract terms;
- c) Manage the addition and or deletion of CITY accounts from supplier contract;
- d) Provide CITY with evaluations of supply contracts in the event of a property disposition and or acquisition of a new property;
- e) Assist CITY with supplier issue resolution;
- f) Provide CITY with estimated annual budgets and or ongoing performance metrics as needed.

5. Portfolio Management

- a) Provide CITY with market reports highlighting market events and pricing levels on a periodic basis;
- b) Provide CITY with price discovery by querying market suppliers regarding current market price;
- c) Perform market out-looking and forward price discovery to meet CITY-specific trigger levels;
- d) Adjust strategies as needed to meet changing CITY goals and market environment.

Other Services Available to CITY:

From time to time, CITY may request CONSULTANT to provide Other Services, including but not limited to the following:

- 1) Strategic Utility Planning Services:
 - a) Identification of power availability, utility service territory boundaries, and utility contacts in geographic areas targeted for new CITY Facilities;
 - b) Interfacing with utility to provide load estimates, project timelines, line extension cost estimates, rates and tariff review, and necessary agreements for electric service.
- 2) Regulated Rate Analysis and Utility Negotiations
 - a) Negotiate with utility on behalf of CITY, agreements for electric service, line extensions, and or other agreements as necessary.
 - b) Analyze utility rates, tariffs, rider, and or service regulations to determine estimated costs to CITY;
 - c) Negotiate lowest cost rates and riders when applicable.
- 3) Regulatory Advisory Services
 - a) Advise CITY on regulatory rules and services regulations as may be applicable.
- 4) Field Project Manager Services
 - a) Act as a Single-Point-of-Contact in the field on behalf of CITY with applicable utilities as it relates to new electrical service requests;
 - b) Coordination of all aspects of provisioning for electrical service to new CITY sites including:
 - i) Receiving site location and service requirements from CITY personnel;
 - ii) Onsite field meetings with CITY, electrical contractors and utility personnel to develop cost efficient and timely designs for electricity service to CITY site locations;
 - iii) Coordination and administration of functions such as permit tracking, easements, establishing utility account numbers, applications for service, etc;
 - c) Develop, manage and distribute management reports of all CITY projects, desired electricity service dates, contrition dates, issues resolution, etc.
- 5) Power Studies
 - a) Power factor analysis and corrective measure solutions;
 - b) Power quality analysis;
 - c) Onsite, and or backup emergency, generation analysis;
 - d) Demand response programs cost benefit analysis.

At the sole discretion of the CONSULTANT, the CONSULTANT may perform Other Services as requested by CITY on an adhoc basis as a part of its fees as outlined herein. However, should CONSULTANT's work associated with Other Services becomes a meaningful effort, CONSULTANT and CITY shall agree on additional compensation for the Other Services through an amendment to this Agreement, or through a separate written agreement.

**EXHIBIT B
FACILITIES**

CITY PROPERTY SITE NAME	ADDRESS	ESIID

EXHIBIT C
FORM OF NOTICE OF LIMITED AGENCY LETTER

March 17, 2016

RE: NOTICE OF LIMITED AGENCY

Dear Utility and/or Energy Service Provider,

The City of Big Spring, Texas (hereinafter referred to as "CITY"), located at 310 Nolan St., Big Spring, TX 79720, does hereby appoint Priority Power Management, LLC (hereinafter referred to as "CONSULTANT"), as an authorized agent for the limited purpose of requesting and receiving any and all information concerning electric utility services, line extensions, electrical distribution designs, tariffs, rates, metering, historical usage data, interval meter data, billing information, retail electricity pricing and contracting terms.

Furthermore, CONSULTANT is authorized to negotiation behalf of CITY any agreements for electric service with transmission and distribution service providers, and pricing and/or contracting for retail electric supply furnished to CITY, and negotiating such final pricing, conversion pricing and terms with suppliers on behalf of CITY.

All inquiries concerning the CITY's electricity requirements should be directed to CONSULTANT's designated representative as listed below:

Mr. John Bick
Managing Principal
Priority Power Management, LLC
690 E. Lamar Blvd., Suite 500
Arlington, TX 76011
(O) (972) 314-9040
(F) (817) 887-0866
jbick@prioritypower.net

Thank you for your cooperation in providing information requested in a timely manner. This limited agency letter shall become effective from the date on which it is executed and shall remain in full force and effect until terminated by CITY or CONSULTANT with at least 10 days written notice to the other party.

CITY OF BIG SPRING

Todd Darden, City Manager

cc: John Bick – Priority Power Management, LLC

**EXHIBIT D
INSURANCE REQUIREMENTS**

SECTION A. Prior to the approval of this Agreement by the CITY, CONSULTANT shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to the CITY. The insurance shall be evidenced by delivery to the CITY, at the address shown in the NOTICES section, certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, the CITY shall be entitled to receive without expense, copies of the policies and all endorsements. CITY HAS NO DUTY TO PAY OR PERFORM UNDER THIS AGREEMENT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY and no officer or employee shall have authority to waive this requirement.

SECTION B. The CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to modify insurance coverages and their limits when deemed necessary and prudent by the CITY's Legal Department based upon economic conditions, recommendation of professional insurance advisors, changes in statutory law, court decisions or other relevant factors. The CONSULTANT agrees to make any reasonable request for deletion, revision or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either Party to the Agreement). Upon request by CITY, CONSULTANT shall exercise reasonable efforts to accomplish such changes in policy coverages and shall pay the cost thereof.

INSURANCE COVERAGE REQUIRED

SECTION C. Subject to CONSULTANT'S right to maintain reasonable deductibles, CONSULTANT shall obtain and maintain in full force and effect for the duration of this Agreement, and extension hereof, at CONSULTANT'S sole expense, insurance coverage in the following type(s) and amounts:

GENERAL LIABILITY	LIMITS
Each Occurrence	\$1,000,000
Damage to Rented Premises (each occurrence)	\$100,000
Med Expense (any one person)	\$5,000
Personal Injury	\$1,000,000
General Aggregate	\$2,000,000
AUTOMOBILE LIABILITY	LIMITS
Combined Single Limit (each accident)*	\$1,000,000
<i>*-Consultant does not own any automobiles. Coverage applies to Hired and or Non-Owned Autos only.</i>	
UMBRELLA LIABILITY	LIMITS
Each Occurrence	\$5,000,000
Aggregate	\$5,000,000
PROFESSIONAL LIABILITY	LIMITS
Each Occurrence / Aggregate	\$2,000,000
WORKERS COMPENSATION	LIMITS
Each Accident	\$2,000,000
Disease – Each Employee	\$2,000,000
Disease – Policy Limit	\$2,000,000

REQUIRED PROVISIONS

The CONSULTANT agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state the following required provisions:

- A. Name the City of Big Spring and its officers, employees and elected representatives as additional insureds to all applicable overages.
- B. State that coverage shall not be canceled, non-renewed or materially changed except after thirty (30) days written notice by certified mail to the individual or department as listed in the Notices section herein.
- C. Waive subrogation against the City of Big Spring, its officers and employees, for bodily injury (including death), property damage or any other loss.
- D. Provide that the CONSULTANT'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- E. Provide that all provisions of this Agreement concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

SECTION D. Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the CONSULTANT or its subcontractors shall not relieve the CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Agreement documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerates the CONSULTANT for liability.



March 15, 2016

To: Mayor & City Council

From: Debbie Wegman, Community Services Director

Subject: Grant Applications

I am respectfully requesting permission to search and apply for any grants that would help to promote and add additional funding for the Spring Restoration Project. The Convention & Visitors Bureau has budgeted funds for the first phase of this project, however, we feel that by searching and applying for grants would be beneficial to the overall project success. These grants may include, but would not be limited to; Dora Roberts Foundation, Big Spring Area Community Foundation, Wells Fargo Community Development Grants, Abel Hangar Foundation and Texas Preservation Trust Fund.

Council will be updated as we apply for grants. Council will still have to agree and accept any and all grants by majority vote.



CITY OF Big Spring

310 Nolan • Big Spring, TX 79720
Phone: 432-264-2401 • Fax: 432-263-8310
Application for Boards & Committees

Name: Veronica Zuniga
Address:
City: Big Spring Zip: 79720
Phone: Office: 432-349-2996

Application Submitted for: (select all that apply)
*McMahon/Wrinkle Airpark Development Board
*Board of Adjustments & Appeals
*Convention & Visitors Bureau Board
Civil Service Commission
*Planning & Zoning Commission
Zoning Board of Adjustments
*Big Spring Economic Development Corporation Board of Directors
Colorado River Municipal Water District Board of Directors

As of 3/14
+vacancy
N/A
1 vacancy
1 vacancy

Resident of Big Spring since: March 2012 Referred by: Carmen Harbour
Occupation/Business Affiliation: Safety Consultant - Tex-Span Safety Solutions
Occupation/Business Address: 608 E. 4th St.

Email: Are you a registered voter of Big Spring? yes

By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

X Veronica Zuniga Applicant's Signature Date 02/25/2016

NOTE: This application is information of public record. Public Service opportunities are offered by the City of Big Spring without regard to race, color, national origin, religion, sex, or disability.
RETURN TO: City of Big Spring, c/o City Manager's Office, 310 Nolan St., Big Spring, TX 79720

Tell us about yourself. Feel free to attach additional sheets, if necessary.
Based on your board selection(s), do you meet the membership criteria? Yes If so, which criteria? Knowledge of community, independent judgment, Interest
Education and/or Professional Licenses: High School Graduate; OSHA Safety Instructor
Previous Municipal Experience (Positions, Dates, Where): None
What personal qualifications can you bring to this board(s)? Knowledge of State + Federal Regulations w/ TXDPS, TXDOT, EmCASA + OSHA.

What is your personal vision for the City? Expansion, Opportunities,
Recognition

Why do you want to serve on this board(s)? My civic interest in the current
planning & zoning particularly w/ the new highway construction.

Anything else you would like for us to know? I'm a business entrepreneur.

*The City Council wants to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all Members shall comply with the laws of the nation, the State of Texas, and the City of Big Spring in the performance of their public duties. If you have been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined, or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover.

For Office Use Only:
Appointed by: _____ Appt/Re-appt Date: _____ Term Dates: _____ To _____

Big Spring Economic Development Corp
 Budget Worksheet
 October 2015 through September 2016

	Actual		Projected		Budget		Budget	
	Oct '14 - Jun 15	Oct '14 - Sept 15	Oct '14 - Sept 15	Oct '14 - Sept 15	Oct '14 - Sept 15	Oct '15 - Sept 16	Oct '15 - Sept 16	
Income								
Special Revenue	2,250.00	2,250.00				210,000.00		
Sales Tax Revenue	1,862,007.60	2,532,007.60			2,250,000.00	2,250,000.00		
Interest Income	129,584.06	154,628.98			150,000.00	160,000.00		
Rental Income	5,175.00	6,900.00			7,000.00	7,000.00		
Chamber Reimbursement	3,276.01	3,692.24			4,500.00	4,500.00		
Total Income	2,002,292.67	2,699,478.82			2,411,500.00	2,631,500.00		
Expense								
Personal Services								
Salaries	88,481.61	117,975.48			119,936.74	132,840.00		
Payroll Taxes	1,338.66	1,784.88			1,823.81	2,022.00		
Retirement	19,751.67	26,335.56			27,155.23	29,423.00		
Employee Insurance	5,676.41	7,568.55			6,481.00	5,952.00		
Car Allowance	3,600.00	4,800.00			4,800.00	6,600.00		
Workers Compensation	13.50	262.53			451.00	585.00		
Total Personal Services	118,861.85	158,727.00			160,647.78	177,422.00		
Facilities								
Repairs and Maint	1,335.54				40,000.00	40,000.00		
Telephone	3,924.85	5,233.13			4,800.00	5,500.00		
Utilities	5,804.33	7,384.48			9,000.00	8,000.00		
Total Facilities	11,064.72	12,617.61			53,800.00	53,500.00		
Office								
Supplies	3,335.59	4,447.45			5,000.00	5,000.00		
Computer	347.92	463.89			2,000.00	1,000.00		
Postage/Shipping	147.00	196.00			275.00	275.00		
Personal Mileage	849.68	1,132.90			1,750.00	1,800.00		
Total Office	4,680.19	6,240.24			9,025.00	8,075.00		
Contractual Services								
Legal Fees	8,937.39	11,916.52			15,000.00	50,000.00		
Accounting Fees	9,600.00	10,800.00			14,000.00	14,000.00		
Janitorial Services	3,600.00	5,400.00			5,500.00	5,500.00		
Contract Labor					-			
Professional Services	12,209.00	12,209.00			13,000.00	75,000.00		
Dues & Subscriptions	5,818.17	7,757.56			7,500.00	13,000.00		

Big Spring Economic Development Corp
 Budget Worksheet
 October 2015 through September 2016

	Oct '14 - Jun 15	Oct '14 - Sept 15	Oct '14 - Sept 15	Oct '15 - Sept 16
Total Contractual Services	40,164.56	48,083.08	55,000.00	157,500.00
Insurance				
Property Insurance	5,053.00	5,053.00	5,050.00	5,100.00
Officer's Liab Insurance	3,544.00	3,544.00	3,600.00	3,600.00
Surety Bond		500.00	500.00	500.00
Other Property	0.00		-	
Total Insurance	8,597.00	9,097.00	9,150.00	9,200.00
Meetings/Workshops				
Big Spring Day	1,974.56	1,974.56	5,000.00	-
Ag Expo	0.00	1,000.00	1,000.00	1,000.00
Meetings & Workshops	5,932.98	7,410.85	6,000.00	8,000.00
Total Meetings/Workshops	7,907.54	10,385.41	12,000.00	9,000.00
Professional Development				
Promotion	3,710.78	3,710.78	3,000.00	4,000.00
Promotion	5,643.20	7,524.26	10,000.00	35,000.00
Magnet Promotion	2,160.00	2,800.00	3,500.00	3,500.00
Total Promotion	7,803.20	10,324.26	13,500.00	38,500.00
Economic Development				
Leading EDG	18,750.00	25,000.00	25,000.00	25,000.00
Plains Cotton Coop Association	29,800.00	29,800.00	29,800.00	28,400.00
Ceram Kote		52,150.00	52,150.00	49,700.00
Acme Energy	108,900.00	108,900.00	108,900.00	102,600.00
Desert Tanks	107,168.72	107,168.72	124,800.00	119,200.00
John Crane Production Solution:	0.00	0.00	93,600.00	89,400.00
Texas Healthcare Holding II,				850,000.00
Workforce			2,000.00	2,000.00
Prospect Activity	8,471.38	11,295.17	12,000.00	20,000.00
Existing Industry Enhancement			-	
Airpark Rail Infrastructure	71,500.00	250,000.00	3,250,000.00	3,250,000.00
Ports to Plains	14,804.70	15,000.00	15,000.00	15,000.00
Certified Retirement Community			7,000.00	-
Future Projects in Work			-	
Total Economic Development	359,394.80	599,313.89	3,720,250.00	4,551,300.00
Type B Projects	750,000.00	750,000.00	750,000.00	750,000.00

Big Spring Economic Development Corp
 Budget Worksheet
 October 2015 through September 2016

	Oct '14 - Jun 15	Oct '14 - Sept 15	Oct '14 - Sept 15	Oct '15 - Sept 16
Interest Paid	-			
Capital Outlay				
Property Improvements		5,000.00		5,000.00
Building				
Equipment	0.00	5,000.00		5,000.00
Total Capital Outlay	0.00	0.00	10,000.00	10,000.00
Total Expense	1,312,184.64	1,608,499.27	4,796,372.78	5,768,497.00
Net Income	690,108.03	1,090,979.55	(2,384,872.78)	(3,136,997.00)

**Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Monday, February 22, 2016, 5:15 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas**

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Monday, February 22, 2016 in the offices of the Big Spring Economic Development Corporation. The following notice was sent on February 19, 2016 to all Directors, the news media, and duly posted on February 19, 2016, by Teresa Darden in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the inside and outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Monday, February 22, 2016, 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is: Action on Minutes of the January 19, 2016 Regular Meeting, Action to Approve January Financials Report, Approval of a Letter Agreement to Transfer Property Located at 1501 W 11th Pl by Deed from the City of Big Spring to BSEDC, Approval of a Contract between BSEDC and Texas Healthcare Holdings II, LLC for the Sale of Property located at 1501 W 11th Pl to Texas Healthcare Holdings II, LLC, Approval of a Performance Agreement between Texas Healthcare Holdings II, LLC and BSEDC for the Renovation and Redevelopment of Malone and Hogan Clinic located at 1501 W 11th Pl, Directors Report, Executive Session, Action as a Result of Executive Session, Public Comment, Board Comment, and Adjourn".

Directors Present:

Mr. Terry Hansen- President
Mr. Bob Price- Vice President
Mr. Bobby McDonald

Directors Absent:

Mrs. Nadine Reyes- Secretary/Treasurer
Mrs. Kay McDaniel

Staff Present:

Mr. Terry Wegman
Mrs. Teresa Darden

Guests that signed in: Jim DePauw, Ken Birdsong, Matt Wright

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

Mr. Hansen called the meeting to order at 5:15 p.m. Mr. Price led the invocation and pledge.

ACTION ITEM #2- Action to Approve January 19, 2016 Regular Meeting Minutes:

Mr. Hansen presented the Minutes. Motion to accept the Minutes was made by Mr. Price seconded by Mr. McDonald The motion passed 3 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #3- Action to Approve January Financials:

Mr. Wegman presented the Financials. Motion to approve the Financials was made by Mr. McDonald seconded by Mr. Price. The motion passed 3 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #4- Approval of a Letter Agreement to Transfer Property Located at 1501 W 11th Pl by Deed from the City of Big Spring to BSEDC:

Mr. Wegman presented the Letter Agreement. Motion execute and authorize the signature and execution of the Letter Agreement between the City of Big Spring to BSEDC was made by Mr. Price seconded by Mr. McDonald. The motion passed 3 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #5- Approval of a Contract between BSEDC and Texas Healthcare Holdings II, LLC for the Sale of Property located at 1501 W 11th Pl to Texas Healthcare Holdings II, LLC:

Mr. Wegman presented the Contract between the BSEDC and Texas Healthcare Holdings II, LLC. Motion to allow the President of the EDC and or his designee to execute the Purchase Sale Agreement and allow for minor adjustment that are nonsubstance corrections was made Mr. Price by seconded by Mr. McDonald. The motion passed 3 to 0 with all members present voting “aye” in favor of the motion.

ACTION ITEM #6- Approval of a Performance Agreement between Texas Healthcare Holdings II, LLC and BSEDC for the Renovation and Redevelopment of Malone and Hogan Clinic located at 1501 W 11th Pl:

Mr. Wegman presented the Performance Agreement. Motion to allow the President of the EDC and or his designee to execute the Performance Agreement and allow latitude in coinciding the date of the deed transfer or the date of the agreement as necessary was made by Mr. Price seconded by Mr. McDonald. The motion passed 3 to 0 with all members present voting “aye” in favor of the motion.

ACTION ITEM #7- Directors Report:

Mr. Wegman updated the Board on several projects including: Phase III of rail construction update: A pre-construction meeting was held Feb. 22nd, still waiting for FAA, Ft. Worth to forward documentation to Washington. IMS Worldwide should have a final draft of marketing plan for Board review in March. The Comprehensive Plan was approved by the committee and will go the P&Z March 1st and to City Council March 8th. Mr. Wegman updated the Board on site visits from an emulsion company and a site visit the week of the 25th with a distributor for a chemical product. Mr. Wegman updated on DEF Manufacturers and that they are moving along with purchase of the property. Permian Rail Park Tour and Opening was held on the 18th. The EDC has received 2 bids for roof repairs and Mr. Wegman will be evaluating them. Mr. Wegman updated the Board on past and upcoming meetings to include: Special meeting to approve the Annual Audit (TBD), waiting on information from the City and their auditors regarding new requirement for pension accounting, Southwestern Rail Conf. was Jan 21st-22nd, TEDC Conf. is Feb 24th-26th, Star Dodge Grand Opening is March 1st at 1:00pm, Ports to Plains Energy and AG Summit is March 30th-31st and the next regular EDC Board meeting will be March 15th.

AGENDA ITEM #8- Executive Session in accordance with Texas Government Code, Section 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING. A governmental body may not conduct a private consultation with its attorney except: (1) when the governmental body seeks the advice of its attorney about: (A) pending or contemplated litigation; or (B) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

- Desert Tanks

No Executive Session- Mr. Wegman gave a brief update. Mr. Mouton is working on the petition to file and is preparing to visit with the Desert Tanks attorneys to discuss potential options.

AGENDA ITEM #9- Action as a Result of Executive Session:

None

AGENDA ITEM #10- Public Comments:

Mr. Birdsong expressed his appreciation to the EDC for the assistance with the clinic

AGENDA ITEM #11- Board Comments:

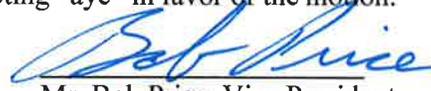
None

AGENDA ITEM # 12- Adjourn:

Mr. Price made a motion to adjourn, seconded by Mr. McDonald

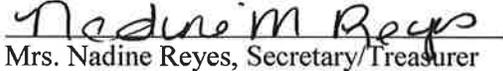
The motion passed 3 to 0 with all members present voting "aye" in favor of the motion.

Meeting adjourned at 5:56 pm on February 22, 2016



Mr. Bob Price, Vice President

ATTEST:



Mrs. Nadine Reyes, Secretary/Treasurer