

CITY COUNCIL AGENDA

City of Big Spring
Tuesday, May 8, 2012

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, May 8, 2012, 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.

Presentations & Public Hearings

- | | | | |
|----|--|--|--------|
| 1. | Invocation & Pledge of Allegiance to the United States Flag and to the Texas State Flag | | Duncan |
| 2. | Proclamation for May 15 th as "Peace Officer's Memorial Day" and May 13 th through May 19 th 2012 as "National Police Week" | | Duncan |

Disposition of Minutes

- | | | | |
|----|--|-----|-------|
| 3. | Minutes of the Regular Meeting of April 24, 2012 | 4-7 | Davis |
|----|--|-----|-------|

Consent Items

- | | | | |
|----|---|-------|--------|
| 4. | Acceptance of McMahon-Wrinkle Airport Development Board Minutes for Regular Meeting of March 15, 2012 | 8-9 | Walker |
| 5. | Acceptance of Howard County Appraisal District's Board of Directors Minutes for Regular Meeting of February 8, 2012 | 10-11 | Walker |

Routine Business

- | | | | |
|----|-------------------------------------|--|---------|
| 6. | Vouchers for 04/26/12 \$ 72,492.93 | | Ramirez |
| | Vouchers for 05/03/12 \$ 753,393.81 | | |

Bids

- | | | | |
|----|---|-------|--------|
| 7. | Permission to Advertise for Bids and Approval of Specifications for the Wastewater Treatment Filters and Aeration Improvements as Part of the 2012 Wastewater Treatment Plant Upgrade Project | 12-13 | Darden |
|----|---|-------|--------|

- | | | | |
|----|--|-------|--------|
| 8. | Permission to Advertise for Bids and Approval of Specifications for the Wastewater Treatment Plant SCADA Improvements as Part of the 2012 Wastewater Treatment Plant Upgrade Project | 14-15 | Darden |
|----|--|-------|--------|

New Business

- | | | | |
|-----|--|-------|--------|
| 9. | First Reading of a Resolution Denying ATMOS Energy Corp., West Texas Division's ("ATMOS WEST TEXAS") Requested Rate Change; Requiring the Company to Reimburse the City's Reasonable Ratemaking Expenses; Finding That the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and the City's Legal Counsel | 16-18 | Walker |
| 10 | First Reading of an Ordinance Amending Chapter Eighteen of the Code of Ordinances Entitled "Traffic" by Amending Article Five Entitled "Stopping, Standing and Parking," Section 18-149 Entitled "Specific Parking, Standing, Stopping and Street Closing Provisions" by Amending Subsection d in Order to Delete the Right Turn Only Designation at West 18 th Street and South Lancaster Street; Providing for Severability and Providing an Effective Date | 19 | Darden |
| 11. | First Reading of an Ordinance Amending the Code of Ordinances by Amending Chapter 6, Article 11 Entitled "Big Spring Family Aquatic Center" by Establishing Fees for Private Rentals of the Center; Amending Hours of Operation; Providing for Severability and Providing an Effective Date | 20-21 | Darden |
| 12. | Approval of an Agreement with the Big Spring YMCA for Lifeguard Services at the Big Spring Family Aquatic Center and Authorizing the City Manager to Execute Any Necessary Documents | 22-26 | Darden |
| 13. | Appointments to Colorado River Municipal Water District's Board of Directors | 27-28 | |

City Manager's Report

- | | | | |
|-----|---|--|-------|
| 14. | Council Budget Planning Meeting May 29 th at 5:30 pm | | Fuqua |
| 15 | Fire Department/EMS Update | | Fuqua |

Council Input

- 16. Input Duncan
- 17. Adjourn Duncan

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, May 4, 2012 at 3:00 p.m. In addition this agenda and supporting documents are posted on the City of Big Spring's website, www.mybigspring.com in accordance with legal requirements.


Lesa Gamble, Administrative Assistant

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

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

May _____, 2012 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., April 24, 2012, with the following members present:

TOMMY DUNCAN	Mayor
CRAIG OLSON	Mayor Pro Tem
MARCUS FERNANDEZ	Councilmember
GLEN CARRIGAN	Councilmember
MANUEL RAMIREZ	Councilmember
GLORIA MCDONALD	Councilmember
TERRY HANSEN	Councilmember

Same and constituting a quorum; and

GARY FUQUA	City Manager
TODD DARDEN	Assistant City Manager
LINDA SJOGREN	City Attorney
PEGGY WALKER	Finance Director/City Secretary
JOHN MEDINA	Human Resources Director
LONNIE SMITH	Police Chief
RICH GROVE	Interim Fire Chief

PRESENTATIONS & PUBLIC HEARINGS

INVOCATION & PLEDGE OF ALLEGIANCE

Barbara Kirk-Norris, St. Mary's Episcopal Church, gave the invocation and Mayor Duncan led the Pledge of Allegiance to the American and State Flags.

PUBLIC HEARING – CONSIDERATION AND DISCUSSION OF A TYPE 4B PROJECT TO REPAIR AND REHABILITATE THE CITY'S WATER AND WASTEWATER TREATMENT PLANTS AND REPAIR AND REPLACEMENT OF WATER DISTRIBUTION LINES LOCATED IN THE CITY OF BIG SPRING

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Fernandez, with all members of the Council voting "aye" to open the public hearing for discussion of a Type 4B Project to repair and rehabilitate the City's water and wastewater treatment plants and repair and replacement of water distribution lines located in the City of Big Spring. Butch Davis, Parkhill, Smith & Cooper, presented an overview of the project. Peggy Walker, Finance Director, explained the financial impacts of the 4B project and Linda Sjogren, City Attorney, explained additional impacts associated with the project. After several comments from citizens, motion was made by Mayor Pro Tem Olson,

seconded by Councilmember Fernandez, with all members of the Council voting “aye” to close the public hearing.

DISPOSITION OF MINUTES

MINUTES OF THE REGULAR MEETING OF APRIL 10, 2012

Motion was made by Councilmember McDonald, seconded by Councilmember Ramirez, with all members of the Council voting “aye” approving the minutes of the regular meeting of April 10, 2012.

CONSENT ITEMS

FINAL READING OF AN ORDINANCE AMENDING CHAPTER FIVE OF THE CODE OF ORDINANCES ENTITLED “BUSINESS AND OCCUPATIONS,” BY AMENDING ARTICLE 5 ENTITLED “PEDDLERS, SOLICITORS, AND ITINERANT MERCHANTS,” BY AMENDING SECTION 5-122 IN ORDER TO EXEMPT FROM THE DEFINITION OF ITINERANT VENDOR FOR LICENSING PURPOSES PERSONS ASSOCIATED WITH BONAFIDE TRADE SHOWS, EXHIBITS, EXPOSITIONS OR CONVENTIONS, ORGANIZED COMMUNITY EVENTS AND CHARITABLE SOLICITATIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

ACCEPTANCE OF CONVENTION AND VISITORS BUREAU COMMITTEE MINUTES FOR REGULAR MEETING OF MARCH 7, 2012

Motion was made by Councilmember Carrigan, seconded by Councilmember Hansen, with all members of the Council voting “aye” approving final reading of the above listed ordinance and minutes.

ROUTINE BUSINESS

VOUCHERS

Councilmember Fernandez reviewed vouchers. Motion was made by Councilmember Fernandez, seconded by Mayor Pro Tem Olson, with all members of the Council voting “aye” approving vouchers in the amount of \$326,855.89 (04/12/12) and \$1,006,616.17 (04/19/12).

NEW BUSINESS

EMERGENCY READING OF A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH HOWARD COUNTY, TEXAS FOR REALLOCATION OF FUNDS FROM THE JUSTICE ASSISTANCE GRANT PROGRAM AWARD AND FOR THE COUNTY TO USE THE FUNDS FOR THE COMBINED LAW ENFORCEMENT TECHNOLOGY PROGRAM

Motion was made by Councilmember McDonald, seconded by Councilmember Hansen, with all members of the Council voting “aye” approving an emergency reading of a resolution authorizing the Mayor to enter into an interlocal agreement with Howard County, Texas for reallocation of funds from the Justice Assistance Grant Program Award and for the County to use the funds for the combined law enforcement technology program.

APPROVAL OF FIRST AMENDMENT TO THE RAW WATER AGREEMENT BETWEEN THE CITY OF BIG SPRING AND ALON USA AND SID RICHARDSON CARBON LTD AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Carrigan, seconded by Councilmember Ramirez, with all members of the Council voting “aye” approving first amendment to the raw water agreement between the City of Big Spring and Alon USA and Sid Richardson Carbon LTD and authorizing the Mayor to execute any necessary documents.

APPROVAL OF INVESTMENT REPORT FOR THE QUARTER ENDING MARCH 31, 2012

Motion was made by Councilmember Hansen, seconded by Mayor Pro Tem Olson, with all members of the Council voting “aye” approving the investment report for the quarter ending March 31, 2012.

ACCEPTANCE OF BIG SPRING ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MINUTES FOR REGULAR MEETING OF MARCH 20, 2012

Motion was made by Councilmember McDonald, seconded by Councilmember Carrigan, with all members of the Council voting “aye” accepting the Big Spring Economic Development Corporation Board of Director’s minutes for regular meeting of March 20, 2012.

CITY MANAGER’S REPORT

Gary Fuqua, City Manager, reminded Council that there will be two members of the Colorado River Municipal Water District Board of Directors whose terms will expire on May 31, 2012.

Mr. Fuqua also announced that the water line replacement going on 3rd and 4th Streets was almost complete and under budget; therefore, the City will replace some water lines on Birdwell Lane.

COUNCIL INPUT

Mayor Duncan announced that there were a couple of mothers new to the Big Spring area that have a Face Book page called “Big Spring Moms” and wants to get involved in the community.

EXECUTIVE SESSION

QUARTERLY UPDATE – EXECUTIVE SESSION WITH THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION UNDER THE PROVISIONS OF TITLE 5, TEXAS GOVERNMENT CODE, SECTION 551.087 TO DISCUSS OR DELIBERATE COMMERCIAL OR FINANCIAL INFORMATION CONCERNING ENTITIES THAT THE CITY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE CITY AND WITH WHICH THE CITY AND BIG SPRING ECONOMIC DEVELOPMENT CORPORATION ARE CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; AND TITLE 5, TEXAS GOVERNMENT CODE, SECTION 551.072 TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY

Terry Wegman, Big Spring Economic Development Corporation Director, announced that he had no new projects to report on.

ADJOURN

Motion was made by Councilmember Hansen, seconded by Councilmember Fernandez, with all members of the Council voting “aye” to adjourn at 6:25 p.m.

CITY OF BIG SPRING, TEXAS

Tommy Duncan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

City of Big Spring
Big Spring McMahon-Wrinkle Airport and Industrial Park
Development Board Meeting Minutes
March 15, 2012

The Big Spring Airport and Industrial Park Development Board met in Regular Session at 5:30 p.m., Thursday, March 15, 2012 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Marc Marchesseault called the meeting to order at 5:30 p.m. with the following members in attendance:

Marc Marchesseault	Paschal Odom
Ned Crandall	Wayne Dawson
Willie Rangel	

Absent: Jan Hansen
Jim DeVille

Also in attendance: Jim Little, Airport Director
Terry Wegman, BSEDC
Kelly Grant, Director's Assistant

Item # 1
Call to Order

Marc called the meeting to order at 5:30 pm.

Item # 2
Review and approve minutes from February 16, 2012 meeting

Motion to approve made by Wayne Dawson, seconded by Ned Crandall, with all members voting "aye" for acceptance of the minutes as written.

Item # 3
Big Spring Economic Development Corporation Update

Terry Wegman updated the board on several projects, including the new opening of Jake Wetzel Gifts which is doing very well. Also, Leading Edge formerly called "Entrepreneur Alliance", has been up and running for several months now and has helped many companies already. Boyce Galvanizing is still waiting on their SBA underwriting and should provide close to 40 new jobs. Terry also provided some photos of the progress being made at the Settles Hotel. They already have a conference booked for August, following the anticipated early July completion date. The EDC has also had an increase in rail use interest now that THS has moved in on the airpark, and the EDC is currently working on an expansion of an existing business.

Item # 4
THS Update

Jim gave a brief overview stating that THS has gotten approval from UP to start using the spur and they have already started on the rail upgrades and repairs. THS is also proposing some additional rail operations within the tarmac area of the airpark, and possible expansion to the south of the airport. The company has a great deal of potential and already has several businesses at the airpark waiting to use the short rail services.

Item # 5
TAMC Update

Jim stated that TAMC is not producing any results and will likely not be an agenda item any longer.

Item # 6
Airport Terminal Ramp Upgrade Project, Status

Jim stated that the project is moving along and that we have gotten the engineering designs and cost, which is more than originally proposed due to the drainage system to prevent water accumulation around the building and strengthening of some areas. This project is a 90/10 matching grant, with the Airpark responsible for 10% of the cost.

Item # 7

Airport Fuel Tank Farm Project, Status

Jim stated that the Airpark did get a \$500,000 grant for the project, which should cover the entire cost. PSC is working on the design and then the City will go out for bids on the work. This project is a 75/25 matching grant, with the Airpark responsible for 25% of the cost. Self-serve is not included in the project at this time, as that type of fueling may be better suited for an alternate location. However installation of a self-serve fuel capability is currently a consideration for future upgrades.

Item # 8

Airport Directors Update

Jim updated the board on the lack of available hangar space, having all of the T-Hangars full, as well as the corporate hangar and the North hangar. There is ongoing discussion of building a new Corporate Hangar through private funding, and a matching grant program for building additional T-Hangars. The Texas Forest Service is still staging out of the airport with one Columbia helicopter, and a "Seat" plane which is used for air command operations during a fire, and we also have two Croman fire fighter helicopters stationed here awaiting contract through the Forest Service as well. Jim briefly discussed a news article from the Midland paper regarding the planned construction of new hangars at the Midland International Airport, through implementation of 40 year leases on airport land and multiple construction phases. The National Hang Gliding Competitions are scheduled for July 21-28th. The board discussed options for the Prairie Dog Fly-In date and decided on June 9th. The board briefly discussed some of the issues that we need to plan ahead for with the Fly-In. Jim is still trying to schedule an EAA Young Eagles event for this year, but there does appear to be limited availability of aircraft for the event at this time. Jim updated the board on his upcoming travel to the TxDOT Aviation Conference in Galveston on March 28-30th, which Marc will also be attending. For Show & Tell, the board viewed a slide show highlighting the airpark businesses and related expansions and new facility construction.

Item # 9

Leased Building Issues

Jim discussed the many issues the airpark is facing with lack of hangar space, and also described the building expansions and upgrades related to the slide show presentation, including the expansions for JCPS, CeRam-Kote, and Desert Tanks.

Item # 10

Airport Safety Committee Report

Wayne again discussed having the Texas Forest Service fire fighter helicopter representatives give the presentation for the May safety meeting and trying to do a small cook-out for that meeting. The board will begin planning for that event.

Item # 11

Other Events & Activities

There are no other events or activities at this time.

Item # 12

Board Member Updates

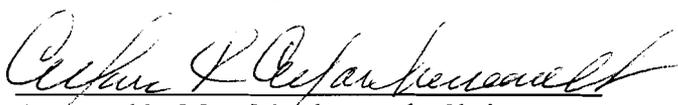
There are no updates at this time.

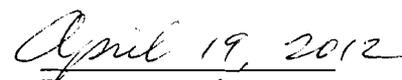
Item # 13

Next Meeting Date

April 19, 2012

Adjournment: 7:00 p.m.


Approved by Marc Marchesseault, Chairman


Date Approved

**THE MINUTES OF MEETING OF THE
BOARD OF DIRECTORS
HOWARD COUNTY APPRAISAL DISTRICT**

February 8, 2012

The Board of Directors of the Howard County Appraisal District (HCAD) met for their Regular Meeting on February 8, 2012 at 5:15 pm. Directors present were Donnie Baker, Donnie Reid, Dale Humphreys, Tim Blackshear and Kathy Sayles. Ronny Babcock and Shane Schaffner represented the HCAD.

Mr. Baker called the meeting to order at 5:15 pm.

No one was registered for public comments.

The board organized the board. Kathy Sayles motioned to leave the board as before:
Donnie Baker, Chairman
Dale Humphreys, Secretary
Donnie Reid seconded the motion. Motion carried 5 to 0.

The minutes for December 14, 2011 were reviewed and approved on a motion from Dale Humphreys with a second from Kathy Sayles. Motion carried 5 to 0.

The bills were inspected and reviewed. Donnie Reid made a motion to approve the bills, Tim Blackshear seconded the motion. Motion carried 5 to 0.

The financial reports were reviewed and approved on a motion from Kathy Sayles, with a second from Dale Humphreys. Motion carried 5 to 0.

Item # D for consideration and action on contract with Armstrong & Armstrong for ARB members was tabled.

The chief appraiser informed the board old records currently kept at the Sparenberg Building would be shredded by a company onsite.

The board reviewed the resolution approving the adoption of GASB 54 Standards and Application thereof. Motion was made by Donnie Reid and seconded by Tim Blackshear. Motion carried 5 to 0.

Item #H Consideration and action on BIS Consulting, change of GIS Services was tabled.

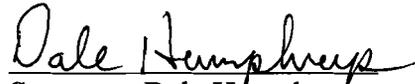
Previously tabled was:

To Discuss approve/disapprove 457b Deferred Comp. Plan. After reviewing the Resolution, Dale Humphreys motioned to approve the Resolution as printed. Kathy Sayles seconded the motion. Motion carried 5 to 0.

Tim Blackshear motioned to approve the Existing Contracts as listed. Donnie Reid seconded the motion. Motion carried 5 to 0.

The contract for Ag Appraisals was entered in motion with the Existing Contracts.

With no other business to discuss the meeting adjourned at 6:48 pm.


Secretary, Dale Humphreys


Chairman, Donnie Baker



**CITY OF
Big Spring
PUBLIC WORKS
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL
MR. GARY FUQUA, CITY MANAGER

FROM: TODD DARDEN, ASSISTANT CITY MANAGER

SUBJECT: REQUEST FOR APPROVAL OF PLANS AND SPECIFICATIONS AND FOR
PERMISSION TO ADVERTISE FOR BIDS FOR THE WASTEWATER
TREATMENT PLANT FILTERS AND AERATION IMPROVEMENTS AS PART
OF THE 2012 WASTEWATER TREATMENT PLANT UPGRADE PROJECT

DATE: MAY 3, 2012

This is a request for approval of plans and specifications and for permission to advertise for bids for the Wastewater Treatment Filters and Aeration Improvements as part of the 2012 Wastewater Treatment Plant Upgrade Project. Plans and specifications have been prepared by Parkhill, Smith and Cooper and are on file in my office for review.

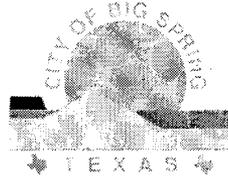
An opinion of probable cost is attached.

Please contact me if you have any questions or concerns.

**OPINION OF PROBABLE CONSTRUCTION COST
CITY OF BIG SPRING, TEXAS
April 2012
WWTP FILTERS AND AERATION IMPROVEMENTS**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization/Demobilization/Bonds & Insurance	1	LS	\$ 35,000.00	\$ 35,000.00
Aeration Rehabilitation and Filter Demo					
2	18" Ductile Iron Overhead Piping Exterior Epoxy Coated	65	LF	\$ 100.00	\$ 6,500.00
3	18" Ductile Iron Fittings Epoxy Coated	1	LS	\$ 2,500.00	\$ 2,500.00
4	Replacement Gaskets	1	LS	\$ 7,500.00	\$ 7,500.00
5	Blower Building Penetration	1	LS	\$ 1,500.00	\$ 1,500.00
6	Structural Support for Overhead Piping	1	LS	\$ 18,500.00	\$ 18,500.00
7	Replacement of 9" Ceramic Diffusers with Membrane Diffusers (Installed)	1,428	EA	\$ 26.00	\$ 37,128.00
8	Sludge Cleaning and Removal into adjacent pond	425	CY	\$ 25.00	\$ 10,625.00
9	Demolition of Existing Traveling Bridge Filter Equipment	1	LS	\$ 10,000.00	\$ 10,000.00
<i>Common Items Subtotal</i>					\$ 94,253.00
A ISO-DISK Bid A (304 SS)					
1	ISO-DISK Equipment (3.8 MGD Average--6.0 MGD Peak)	1	LS	\$ 440,000.00	\$ 440,000.00
2	Weir Gate for Overflow Events	1	EA	\$ 8,000.00	\$ 8,000.00
3	Misc. Basin Modifications	1	LS	\$ 7,500.00	\$ 7,500.00
4	24" Epoxy Coated DI Effluent Pipe	55	LF	\$ 110.00	\$ 6,050.00
<i>Subtotal Item A</i>					\$ 461,550.00
B ISO-DISK Bid B (304 SS)					
1	ISO-DISK Equipment (3.8 MGD Average--11.4 MGD Peak)	1	LS	\$ 880,000.00	\$ 880,000.00
2	Misc. Basin Modifications	1	LS	\$ 15,000.00	\$ 15,000.00
3	24" Epoxy Coated DI Effluent Pipe	110	LF	\$ 110.00	\$ 12,100.00
<i>Subtotal Item B</i>					\$ 907,100.00
C Siemens Bid C					
1	Siemens DAVCO Traveling Bridge Filters (3.8 MGD Average--11.4 MGD Peak)	1	LS	\$ 400,000.00	\$ 400,000.00
2	Effluent Concrete Channels	48	CY	\$ 1,200.00	\$ 57,600.00
3	6" Borings for Underdrain System	82	EA	\$ 85.00	\$ 6,970.00
<i>Subtotal Item C</i>					\$ 464,570.00

TOTAL MATERIAL COST (Common + A)	\$ 590,803
Electrical/Mechanical	\$ 20,000
Equipment Installation	\$ 135,885
Construction Contingency 5.0%	\$ 38,000
TOTAL CONSTRUCTION COST (Common + A)	\$ 785,000
TOTAL MATERIAL COST (Common + B)	\$ 1,036,353
Electrical/Mechanical	\$ 20,000
Equipment Installation	\$ 238,361
Construction Contingency 5.0%	\$ 65,000
TOTAL CONSTRUCTION COST (Common + B)	\$ 1,360,000
TOTAL MATERIAL COST (Common + C)	\$ 593,823
Electrical/Mechanical	\$ 20,000
Equipment Installation	\$ 136,579
Construction Contingency 5.0%	\$ 38,000
TOTAL CONSTRUCTION COST (Common + C)	\$ 789,000



**CITY OF BIG SPRING
PUBLIC WORKS
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL
MR. GARY FUQUA, CITY MANAGER

FROM: TODD DARDEN, ASSISTANT CITY MANAGER

SUBJECT: REQUEST FOR APPROVAL OF PLANS AND SPECIFICATIONS AND FOR
PERMISSION TO ADVERTISE FOR BIDS FOR THE WASTEWATER
TREATMENT PLANT SCADA IMPROVEMENTS AS PART OF THE 2012
WASTEWATER TREATMENT PLANT UPGRADE PROJECT

DATE: MAY 3, 2012

This is a request for approval of plans and specifications and for permission to advertise for bids for the Wastewater Treatment Plant SCADA Improvements as part of the 2012 Wastewater Treatment Plant Upgrade Project. Plans and specifications are being prepared by Parkhill, Smith and Cooper and will be placed on file in my office when completed and prior to distribution.

An opinion of probable cost is attached.

Please contact me if you have any questions or concerns.



**BIG SPRINGS
WASTEWATER TREATMENT PLANT SCADA IMPROVEMENTS
OPINION OF PROBABLE COST - FINAL**

Date : 4/27/2012

Rev. 02

Prepared by: MNT

ITEM	QUAN	PRICE	TOTAL PARTS COST	LOADED LABOR RATE/HR \$78.00		TOTAL LABOR HOURS	LABOR COST	Sub Profit 15%	TOTAL INCL O&P	
				LABOR HOURS (EA.)	PER DIEM					
		MATERIAL	MANHOURS	PER DIEM	DAYS @	\$200.00 / DAY				
Human Machine Interface Replacement										
HMI Software and Licensing (Wonderware Version 7.0)	1	\$13,000.00	\$13,000.00	0.000		0.000	\$0.00	\$13,000.00	\$14,950.00	
HMI Hardware - Head End Industrial Computer	1	\$3,000.00	\$3,000.00	8.000		8.000	\$624.00	\$3,624.00	\$4,167.60	
SCADA Radio Network Replacement										
Enclosure (Hoffman NEMA 4)	11	\$200.00	\$2,200.00	2.000		22.000	\$1,716.00	\$3,916.00	\$4,503.40	
Radio (Phoenix Contact)	11	\$1,500.00	\$16,500.00	2.000		22.000	\$1,716.00	\$18,216.00	\$20,948.40	
Power Supplies, UPS, and Terminal Blocks	11	\$1,300.00	\$14,300.00	2.000		22.000	\$1,716.00	\$16,016.00	\$18,418.40	
Configuration of Radio Network	1	\$0.00	\$0.00	16.000		16.000	\$1,248.00	\$1,248.00	\$1,435.20	
Antennas	11	\$100.00	\$1,100.00	12.000		132.000	\$10,296.00	\$11,396.00	\$13,105.40	
Coaxial Cable	1100	\$0.50	\$550.00	0.080		88.000	\$6,864.00	\$7,414.00	\$8,526.10	
2" Rigid Conduit	100	\$5.30	\$530.00	0.200		20.000	\$1,560.00	\$2,090.00	\$2,403.50	
				PER DIEM	42.0	DAYS @	\$200.00 / DAY		\$8,400.00	
		MATERIAL	MANHOURS							
		\$51,180.00	330.000							
							SUB'S SUBTOTAL	\$25,740.00	\$76,920.00	\$96,858.00
							GENERAL CONDITIONS	10.00%	\$9,685.80	
							MOBILIZATION	5.00%	\$4,842.90	
									INSTRUMENTATION TOTAL \$111,386.70	
Owner's Representative Programming										
HMI Programming (Sivalls, Inc.)	1	\$0.00	\$0.00	120.000		160.000	\$12,480.00	\$12,480.00	\$14,352.00	
									PROJECT TOTAL \$125,738.70	

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF BIG SPRING, TEXAS DENYING ATMOS ENERGY CORP., WEST TEXAS DIVISION'S ("ATMOS WEST TEXAS") REQUESTED RATE CHANGE; REQUIRING THE COMPANY TO REIMBURSE THE CITY'S REASONABLE RATEMAKING EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND THE CITY'S LEGAL COUNSEL

WHEREAS, the City of Big Spring, Texas ("City") is a gas utility customer of Atmos Energy Corp., West Texas Division ("Atmos West Texas" or "Company"), and is a regulatory authority under the Gas Utility Regulatory Act ("GURA") and under Chapter 104, §104.001 et seq. of GURA, has exclusive original jurisdiction over Atmos West Texas' rates, operations, and services within the City; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Atmos West Texas ("Cities"), a coalition of similarly situated cities served by the Company that have joined together to facilitate the review and response to natural gas issues affecting rates charged in Atmos Energy Corporation's West Texas Division; and

WHEREAS, pursuant to the terms of the agreement settling the Company's 2007 request to increase rates under the Gas Reliability Infrastructure Program ("GRIP") process, Cities and the Company worked collectively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process controlled in a three-year experiment by Cities as a substitute to the current GRIP process instituted by the Legislature; and

WHEREAS, Cities and the Company agreed to extend the RRM process in reaching a settlement in 2010 on the third RRM filing; and

WHEREAS, on or about February 7, 2012, the Company filed a Statement of Intent with the cities retaining original jurisdiction within its West Texas service division to increase rates by approximately \$11.6 million; and

WHEREAS, Atmos West Texas proposed March 13, 2012, as the effective date for its requested increase in rates; and

WHEREAS, the City suspended the effective date of Atmos West Texas' proposed rate increase for the maximum period allowed by law and thus extended the City's jurisdiction until June 11, 2012; and

WHEREAS, the Cities' Executive Committee hired and directed legal counsel and consultants to prepare a common response to the Company's requested rate increase and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, Cities' consultants conducted a review of the Company's requested rate increase and found justification that the Company's rates should be decreased; and

WHEREAS, Cities hope to achieve settlement with the Company that perpetuates the RRM process prior to the expiration of City jurisdiction; and

WHEREAS, if Cities and the Company are unable to reach agreement prior to June 11, 2012, the Company may impose its proposed rates; and

WHEREAS, the Executive Committee for the Cities recommends denial of the Company's proposed rate increase in order to continue settlement discussions pending the Company's appeal of Cities' denials to the Railroad Commission of Texas; and

WHEREAS, the GURA § 103.022 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

1. That the rates proposed by Atmos West Texas to be recovered through its gas rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

2. That the Company shall continue to charge its existing rates to customers within the City and that said existing rates are reasonable.

3. That the City's reasonable rate case expenses shall be reimbursed by the Company.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to Atmos West Texas, care of Jeffrey Foley, Vice-President, Rates and Regulatory Affairs, at Atmos Energy Corporation, West Texas Division, 5110 80th Street, Lubbock, Texas 79424, and to Geoffrey Gay, General Counsel to Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED on first reading at a regular meeting of the City Council of the City of Big Spring on the 8th day of May, 2012, with all members present voting “aye” for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council of the City of Big Spring on the 22nd day of May, 2012, with all members present voting “aye” for passage of same.

Mayor

ATTEST:

Peggy S. Walker, City Secretary

APPROVED AS TO FORM:

Linda Sjogren, City Attorney

ORDINANCE _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER EIGHTEEN OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "TRAFFIC" BY AMENDING ARTICLE FIVE ENTITLED "STOPPING, STANDING AND PARKING," SECTION 18-149 ENTITLED "SPECIFIC PARKING, STANDING, STOPPING AND STREET CLOSING PROVISIONS" BY AMENDING SUBSECTION d IN ORDER TO DELETE THE RIGHT TURN ONLY DESIGNATION AT WEST 18TH STREET AND SOUTH LANCASTER STREET; 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 of Big Spring to remove the right turn only designation at the intersection of West 18th Street and South Lancaster Street;

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

SECTION 1. THAT Chapter 18, Article 5, Section 18-149 of the Big Spring Code of Ordinances entitled "Specific Parking, Standing, Stopping and Street Closing Provisions" is hereby amended by amending subsection "d" to read as amended as follows:

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

"d. No parking shall be allowed on the west side of South Lancaster, north from 18th Street to the first entrance drive to Canterbury South complex."

SECTION 2. THAT 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. THAT all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **8th** day of **May, 2012** 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 **22nd** day of **May, 2012** with all members present voting "aye" for passage of the same.

ATTEST:

Tommy Duncan, Mayor

Tami Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING AMENDING THE BIG SPRING CODE OF ORDINANCES BY AMENDING CHAPTER 6, ARTICLE 11 ENTITLED "BIG SPRING FAMILY AQUATIC CENTER" BY ESTABLISHING FEES FOR PRIVATE RENTALS OF THE CENTER; AMENDING HOURS OF OPERATION; REPEALING ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council finds it to be in the best interest of the citizens of the city to provide for the operation of the Big Spring Family Aquatic Center;

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

SECTION 1. Big Spring Code of Ordinances, Chapter 6, Article 11 is hereby amended as follows:

Article 11. Big Spring Family Aquatic Center

Sec. 6-193. Days and Hours of Operation.

11:00 a.m. – 12:00 noon Tuesday through Friday	Private 1 hr group rentals
12:00 Noon - 8:00 p.m. Tuesday through Friday	Open to public
11:00 a.m. – 8:00 p.m. Saturday	Open to public
1:00 p.m. – 8:00 p.m. Sunday	Open to public

Sec. 6-194. Private Group Rentals.

The Aquatic Center is available for one hour private group rental from 11:00 a.m. until 12:00 noon Tuesday through Friday to accommodate groups of individuals that require close supervision, i.e. day care centers or others with similar requirements.

Private use of the Aquatic Center is available by reservation during days and hours that the Aquatic Center is not open to the public at the rate of \$500.00 per hour with a two hour minimum.

Reservations are subject to availability and must be made at least seven days in advance.

SECTION 2: Any ordinance that conflicts with this ordinance is hereby repealed to the extent of such conflict.

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 take effect immediately after passage in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 8th day of May, 2012, with all members voting “aye” for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the 22nd day of May, 2012 with all members voting "aye" for the passage of same.

Tommy Duncan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

**BIG SPRING FAMILY AQUATIC CENTER
OPERATION AGREEMENT BETWEEN
THE CITY OF BIG SRING AND THE BIG SPRING YMCA**

This Agreement is made and entered in to as of the ___ day of May, 2012, by and between the City of Big Spring, Texas, hereinafter referred to as the "CITY," and the Big Spring YMCA, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, the CITY desires to retain the services of CONTRACTOR for the purpose of providing lifeguards for the Big Spring Family Aquatic Center hereinafter referred to as the "Aquatic Center"; and

WHEREAS, CONTRACTOR is competent and qualified to provide the required services according to the terms and conditions stated herein;

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

1. TERM

1.01 The term of this Agreement shall be for a period commencing on the ___ day of May 2012 and ending on the ___ day of September 2012.

2. CONSIDERATION

2.01 CITY shall pay CONTRACTOR the lump sum of _____ and No/100 Dollars (\$ _____) as consideration for the services provided as more specifically described below. During the Term, whenever the Aquatic Center is open at times outside of the normal operation hours set forth below, CITY will pay CONTRACTOR an additional amount of _____ and No/100 Dollars (\$ _____) per hour for providing eight (8) employees (including: lifeguards, slide crew, and grounds maintenance staff) during such times.

3. WARRANTY

3.01 CONTRACTOR warrants and represents that it is qualified to provide lifeguards for the Aquatic Center.

3.02 In performing all services required under this Agreement, CONTRACTOR, its employees and agents shall comply with all applicable federal, state, county, and city statutes, ordinances and regulations. If such compliance is impossible for any reason, CONTRACTOR shall immediately notify the CITY of the fact and the reasons therefore. In such event, CITY shall have the right to take any necessary action to provide services to protect the health and welfare of the citizens and, if necessary, terminate this contract.

3.03 CONTRACTOR warrants and represents that it will not cause, suffer, allow or permit the occurrence:

- a. of any act or omission in the execution and performance of this Agreement that could result in or give rise to any violation of any federal, state or local law, regulation or ordinance;
- b. of any act or omission that might give rise to any action at law or in equity for personal injury, wrongful death or damage to property.

3.04 CONTRACTOR shall strictly prohibit its employees from using or being under the influence of intoxicating substances while on duty at the Aquatic Center.

3.05 Nothing in this Agreement shall be deemed to convey to CONTRACTOR any interest in or title to the Aquatic Center. CONTRACTOR'S employees shall not be considered employees of the City of Big Spring and shall not be entitled to any city benefits.

4. SERVICES PROVIDED

4.01 CONTRACTOR shall supply all labor and supervision necessary to provide the following services. Specifically, CONTRACTOR shall perform the following:

- 1. In accordance with nationally recognized standards, provide eight (8) employees (including lifeguards, slide crew, and grounds maintenance staff) to be on duty at the Aquatic Center at all times during the normal operating hours set forth below and at such additional times as may be arranged for private group rentals.

Normal Operating Hours:

Tuesday - Friday	12:00 noon to 8:00 p.m.
Saturday	11:00 a.m. to 8:00 p.m.
Sunday	1:00 p.m. to 8:00 p.m.

Additional private group rentals

Tuesday through Friday	11:00 a.m. to 12:00 noon
------------------------	--------------------------

- 2. Daily clean the skimmers, vacuum the pool, net debris off top of pool, clean grounds, pick up trash from aquatic center trash cans, clean and restock restrooms and dressing rooms, place all trash in provided dumpsters.
- 3. Submit any required reports.
- 4. Report any damages or needed repairs to the Aquatic Center Management Staff.

5. Promptly notify Aquatic Center Management Staff of any incident involving personal injury or property damage.
6. Respond within a reasonable time (not to exceed 48 hours) to any complaint from the CITY.

4.02 In addition to the consideration set forth above, the CITY agrees to:

1. Maintain general liability and property insurance on the Aquatic Center;
2. Provide staff to open and close the Aquatic Center, collect entrance and rental fees and to operate all ticket and concession areas;
3. Perform cleaning and maintenance of the concession, admissions and sand play areas, and perform all mechanical and chemical maintenance on the pool portions of the Aquatic Center.

5. SUPERVISION

5.01 CONTRACTOR shall ensure that all services it provides are properly performed. CONTRACTOR'S employees and agents shall not identify themselves or in any way represent themselves as employees or agents of the CITY.

6. INDEMNIFICATION

6.01 CONTRACTOR agrees to indemnify, defend, and forever hold harmless the CITY, its officials, agents and employees from all suits, actions, or claims of any character, type, or description brought or made for or on account of any injury or damages received or sustained by any person or persons or property, arising out of, or in any way associated with, any act or omission of CONTRACTOR, its agents or employees. CONTRACTOR shall provide a defense to such claims at its own expense with legal counsel who shall report to the CITY. In the event that a court of competent jurisdiction makes a specific finding that the CITY is at fault in all or a portion of any such suit, action or claim, then the amount of indemnity provided hereunder shall be reduced by the percentage of fault attributable to the CITY.

7. DEFAULT

7.01 If CONTRACTOR shall fail to meet any of the terms and conditions of this Agreement such failure shall be considered an event of default. If CONTRACTOR fails to cure any event of default within 72 hours after receiving written notice of such default, the CITY may take any or all of the following actions:

- a. Employ any and all means deemed necessary or advisable by the CITY in its sole discretion to provide the services to the public contemplated by this agreement.

b. Terminate this agreement by delivering to CONTRACTOR written notice of termination by personal service or by certified mail return receipt requested.

7.02 In the event City terminates this Agreement pursuant to Section 7.01, CONTRACTOR will refund any prepaid but unearned funds at the applicable daily rates set forth in Section 2.01.

8. MISCELLANEOUS PROVISIONS

8.01 **Agreement and Amendments.** This Agreement constitutes the entire agreement between the parties hereto and supersedes any commitment, agreement, memorandum or understanding previously made by the parties with respect to the subject matter of this Agreement. No amendment shall be valid unless it is set forth in writing and signed by duly authorized representative of both parties.

8.02 **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Howard County, Texas.

8.03 **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 provisions.

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

8.05 **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.

8.06 **Remedies.** The remedies provided to the parties by this Agreement are not exclusive or exhaustive, but are cumulative of each other and in addition to any other remedies the parties may have at law or in equity.

8.07 **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.

8.08 **Notices.** All notices contemplated and/or required herein shall be in writing and shall be delivered in person or sent via certified mail, unless specifically provided otherwise.

Notices to CONTRACTOR shall be sent to:

Dathan Jones, Director
Big Spring YMCA, Inc.
801 Owens
Big Spring, Texas 79720

Notices to the CITY shall be sent to:

Gary Fuqua, City Manager
City of Big Spring
310 Nolan Street
Big Spring, TX 79720-1390

The parties may consent to a different address for notices from time to time in writing signed by both parties hereto.

Executed in multiple copies, each of which shall be deemed to be an original

CITY OF BIG SPRING

Tommy Duncan, Mayor

Attest:

Tami Davis, City Secretary

BIG SPRING YMCA, INC.

By: Dathan Jones

Attest:



April 2, 2012

Mr. Gary Fuqua
City Manager
City of Big Spring
310 Nolan Street
Big Spring, Texas 79720

Dear Gary:

The terms for two of the City of Big Spring's appointees, Mr. Jim Purcell and Dr. John Myers, to the Colorado River Municipal Water District's Board of Directors will expire on May 31, 2012.

Mr. Purcell has served on the Board of Directors of CRMWD since June 12, 2002. He is currently serving as Board President, Chair of the Executive, Electric Power and Mission and Role of CRMWD Committees and as ex-officio member of the Administration and Audit Committee and Retirement Plan and Trust Committee.

Dr. Myers has served on the Board of Directors of CRMWD since January 6, 2011. He is currently serving as a member of the Administration and Audit Committee.

As set forth in the District's enabling legislation, the terms and qualifications of the Directors are:

"...in May of each year the governing body of each of the cities in Section 2 of this Act shall appoint two (2) directors for the two-year term beginning on June 1 of that year. Each director shall serve for his term of office as herein provided, and thereafter until his successor shall be appointed and qualified. No person shall be appointed a director unless he resides in and owns taxable property in the city from which he is appointed. No member of a governing body of a city, and no employee of a city shall be appointed as director. Such directors shall subscribe to the Constitutional Oath of office, and each shall give bond for the faithful performance of his duties in the amount of Five Thousand Dollars (\$5,000), the cost of which shall be paid by the District."

The term for the City's two appointees will be from June 1, 2012, through May 31, 2014. The District's first regularly scheduled Board Meeting after May 31, 2012, will be Wednesday, August 8, 2012.

After your city council makes the two appointments, please provide us with documentation for our files confirming the appointments. If you have any questions regarding this matter, please do not hesitate to give me a call at 432-267-6341.

Sincerely,

A handwritten signature in black ink, appearing to read "John W. Grant", with a long horizontal flourish extending to the right.

John W. Grant
General Manager

JWG/jah

cc: Mr. Jim Purcell
Dr. John Myers