

CITY COUNCIL AGENDA

City of Big Spring
Tuesday, May 14, 2013

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, May 14, 2013, 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. | Presentation of "Star Employee" Awards | | Duncan |

Disposition of Minutes

- | | | | |
|----|---|------|-------|
| 3. | Minutes of the Regular Meeting of April 23, 2013 and Special Meeting of May 7, 2013 | 4-11 | Davis |
|----|---|------|-------|

Consent Items

- | | | | |
|----|--|-------|--------|
| 4. | Acceptance of McMahon-Wrinkle Airpark Development Board Minutes for Meeting of March 28, 2013 | 12-13 | Walker |
| 5. | Acceptance of Convention and Visitors Bureau Committee Minutes for Meetings of March 13, 2013 and April 3, 2013 | 14-17 | Walker |
| 6. | Acceptance of Howard County Appraisal District Board of Directors Minutes for Meetings of February 13, 2013, March 13, 2013 and March 21, 2013 | 18-20 | Walker |

Bids

- | | | | |
|----|--|----|--------|
| 7. | Award Bid for Tub Grinder Services and Authorizing the Interim City Manager or His Designee to Execute Any Necessary Documents | 21 | Medina |
| 8. | Award Bid for a Loader and Authorizing the Interim City Manager or His Designee to Execute Any Necessary Documents | 22 | Medina |

Routine Business

- | | | | | | |
|----|-----------------------|----|--------------|--|------|
| 9. | Vouchers for 05/02/13 | \$ | 1,182,924.94 | | |
| | Vouchers for 05/09/13 | \$ | 554,190.46 | | Boyd |

New Business

- | | | | |
|-----|---|-------|------------------|
| 10. | Emergency Reading of an Ordinance Canvassing the Returns and Declaring the Results of the General Election Which was Held on the 11 th Day of May, 2013, for the Purpose of Electing a Mayor and Councilmember District 5 | 23-24 | Walker |
| 11. | Recognition of Outgoing Councilmembers | | Walker |
| 12. | Administer Oath of Office to Duly Elected Councilmembers | | Walker |
| 13. | Emergency Reading of an Ordinance Calling for a Runoff Election to be Held on the 8 th Day of June, 2013, for the Purpose of Electing One Person to Serve as Mayor, Who Shall be Elected by Majority Vote of the Qualified Voters of the City; Designating a Polling Place Within the City; Authorizing the Mayor to Execute Notice and Have the Notice Posed for the Purpose of Notifying the Public of Said Election | 25-26 | Mayor/
Walker |
| 14. | Emergency Reading of an Ordinance Calling for a Runoff Election to be Held on the 8 th Day of June, 2013, for the Purpose of Electing One Person to Serve as District Five Councilmember, Who Shall Be Elected by Majority Vote of the Qualified Voters of District Five; Designating a Polling Place Within the City; Authorizing the Mayor to Execute Notice and Have the Notice Posted for the Purpose of Notifying the Public of Said Election | 27-28 | Mayor/
Walker |
| 15. | First Reading of a Resolution Authorizing the Auction of Howard County Trustee Properties to the Highest Bidder for Cash, Without Reservation; and Providing an Effective Date | 29-45 | Walker |
| 16. | First Reading of an Ordinance Amending Ordinance Number 025-2012 Which Ordinance Adopted the Annual Budget for the City of Big Spring For the Fiscal Year Beginning October 1, 2012 and Ending September 30, 2013; Providing for Increasing the General Fund Budget for the Purpose of Purchasing a Front-End Loader for the Landfill Department; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; Providing an Effective Date | 46-47 | Walker |
| 17. | Approval of an Agreement for Audit Services with Bolinger, Segars, Gilbert & Moss, L.L.P. and Authorizing the Interim City Manager to Execute Any Necessary Documents | 48-53 | Walker |

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 23, 2013, with the following members present:

TOMMY DUNCAN	Mayor
CRAIG OLSON	Mayor Pro Tem
MARCUS FERNANDEZ	Councilmember
GLEN CARRIGAN	Councilmember
BOBBY MCDONALD	Councilmember
MARVIN BOYD	Councilmember

(Councilmember Harbour was not present at this meeting.)

Same and constituting a quorum; and

TODD DARDEN	Interim City Manager
LINDA SJOGREN	City Attorney
PEGGY WALKER	Interim Asst. City Manager
JOHN MEDINA	Human Resources Director
CHAD WILLIAMS	Interim Police Chief
CRAIG FERGUSON	Fire Chief
JIM LITTLE	Airpark Director
TIM GREEN	Municipal Court Judge

PRESENTATIONS & PUBLIC HEARINGS

INVOCATION & PLEDGE OF ALLEGIANCE

Edwin Collum, Hillcrest Baptist Church, gave the invocation and Mayor Duncan led the Pledge of Allegiance to the American and State Flags.

DISPOSITION OF MINUTES

MINUTES OF THE REGULAR MEETING OF APRIL 9, 2013

Motion was made by Councilmember Carrigan, seconded by Councilmember Boyd, with all members of the Council voting "aye" approving minutes of the regular meeting of April 9, 2013.

CONSENT ITEMS

FINAL READING OF A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A GRANT AGREEMENT FOR CERTAIN IMPROVEMENTS AT MCMAHON-WRINKLE AIRPORT TO INCLUDE HANGAR DEVELOPMENT

FINAL READING OF A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF 10 CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY L.L.C. AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

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

OTHER BUSINESS

FINAL READING OF A RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN INTERLOCAL AGREEMENT WITH HOWARD COUNTY TO PROVIDE FOR SHARING OF THE COSTS OF LAND ACQUISITION, PERMITTING, OPERATION, OWNERSHIP, CLOSURE AND POST CLOSURE OF A NEW MUNICIPAL LANDFILL; REQUIRING THAT SUCH AGREEMENT DISTRIBUTE THE COST OF THE NEW LANDFILL AT A RATIO OF ONE THIRD FOR HOWARD COUNTY TO TWO THIRDS FOR THE CITY OF BIG SPRING; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Fernandez, seconded by Mayor Pro Tem Olson, with Councilmembers Fernandez, Carrigan, Duncan, Olson and Boyd voting “aye” approving second and final reading of the above listed resolution. Councilmember McDonald, being opposed, voting “nay” for passage of same. Motion passes five to one.

ROUTINE BUSINESS

Mayor Pro Tem Olson reviewed the vouchers. Motion was made by Mayor Pro Olson, seconded by Councilmember Fernandez, with all members of the Council voting “aye” approving vouchers in the amount of \$1,276,923.52 (04/11/13) and \$640,807.08 (04/18/13).

NEW BUSINESS

DISCUSSION AND APPROVAL OF HIRING A CITY PLANNER

Todd Darden, Interim City Manager, explained that hiring a City Planner part time would be beneficial to the City due to the expected growth with the Cline Shale project. After a brief discussion, motion was made by Councilmember Carrigan, seconded by Mayor Pro Tem Olson, with Councilmembers Carrigan, Duncan, McDonald, Olson and Boyd voting “aye” approving hiring a City Planner. Councilmember Fernandez, being opposed, voting “nay” for passage of same. Motion passes five to one.

DISCUSSION AND CONSIDERATION OF CHANGES TO CITY PERSONNEL POLICIES

John Medina, Human Resources Director, explained removing a two year provision in the personnel policies regarding hiring family members of any Councilmember after they are no longer a Councilmember. This would allow the City to hire a Councilmember’s family member once they no longer hold a position as a Councilmember. Motion was made by Councilmember Carrigan, seconded by Councilmember Boyd, with all Councilmembers voting “aye” approving the above mentioned personnel policy.

EMERGENCY READING OF AN ORDINANCE IMPOSING A MORATORIUM ON PERMITTING OF MODULAR OR INDUSTRIALIZED HOUSING UNITS AND DEVELOPMENTS AND THE USE OF TRAVEL TRAILERS OR RECREATIONAL VEHICLES AS LIVING QUARTERS FOR EXTENDED PERIODS WITHIN THE CITY LIMITS IN ORDER TO ALLOW FOR REVIEW AND CONSIDERATION OF REGULATIONS AND APPROPRIATE PLACEMENT OF SUCH HOUSING, WITH SUCH MORATORIUM TO BE EFFECTIVE 90 DAYS BEGINNING APRIL 23, 2013; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY

Motion was made by Councilmember McDonald, seconded by Councilmember Carrigan, with all Councilmembers voting “aye” approving an emergency reading of an ordinance imposing a moratorium on permitting of modular or industrialized housing units and developments and the use of travel trailers or recreational vehicles as living quarters for extended periods within the city limits in order to allow for review and consideration of regulations and appropriate placement of such housing, with such moratorium to be effective 90 days beginning April 23, 2013; providing for the repeal of ordinances in conflict herewith; providing an effective date; providing for severability.

APPROVAL OF 2013-14 PROPOSED BUDGET FOR HOWARD COUNTY TAX ASSESSOR/COLLECTOR

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Boyd, with all members of the Council voting “aye” approving the 2013-14 proposed budget for Howard County Tax Assessor/Collector.

ACCEPTANCE OF BIG SPRING ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MINUTES FOR REGULAR MEETING OF MARCH 19, 2013 AND SPECIAL MEETING OF APRIL 1, 2013

Motion was made by Councilmember Fernandez, seconded by Councilmember McDonald, with all members of the Council voting “aye” approving the Big Spring Economic Development Corporation Board of Director’s minutes for regular meeting of March 19, 2013 and special meeting of April 1, 2013.

INTERIM CITY MANAGER’S REPORT

Todd Darden, Interim City Manager, discussed with the Council about using independent contractors to install city services such as water and sewer taps in order to help out departments that are short handed. Council agreed.

COUNCIL INPUT

Mayor Duncan and Mayor Pro Tem Olson expressed their gratitude of working with the city staff and other councilmembers during their term on the Council.

EXECUTIVE SESSION

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

Terry Wegman, Executive Director of the Big Spring Economic Development Corporation, announced that there were no new issues to discuss.

ADJOURN

Motion was made by Councilmember Carrigan, seconded by Councilmember McDonald, with all members of the Council voting “aye” to adjourn at 7:15 p.m.

CITY OF BIG SPRING, TEXAS

Tommy Duncan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

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

The City Council of the City of Big Spring, Texas, met in a special meeting in the City Council Chambers located at 307 E. 4th, Big Spring, Texas, at 5:30 p.m., May 7, 2013, with the following members present:

TOMMY DUNCAN	Mayor
CRAIG OLSON	Mayor Pro Tem
MARCUS FERNANDEZ	Councilmember
CARMEN HARBOUR	Councilmember
GLEN CARRIGAN	Councilmember
BOBBY MCDONALD	Councilmember
MARVIN BOYD	Councilmember

Same and constituting a quorum; and

TODD DARDEN	Interim City Manager
LINDA SJOGREN	City Attorney
PEGGY WALKER	Interim Asst. City Manager
JOHN MEDINA	Human Resources Director
CHAD WILLIAMS	Interim Police Chief
CRAIG FERGUSON	Fire Chief
JIM LITTLE	Airpark Director
TIM GREEN	Municipal Court Judge

PRESENTATIONS & PUBLIC HEARINGS

INVOCATION & PLEDGE OF ALLEGIANCE

Councilmember Carrigan gave the invocation and Mayor Duncan led the Pledge of Allegiance to the American and State Flags.

NEW BUSINESS

UPDATE FROM EMPLOYEE RETENTION COMMITTEE

Councilmember Boyd and John Medina, Human Resources Director, updated the Council on some proposals from the Employee Recruitment/Retention Committee for the City to offer current and new employees which are as follows:

Immediate salary adjustments for current employees with certain classifications such as Specialized Equipment Operators and CDL Drivers;

Incentives such as day care subsidy, relocation incentive for Fire & Police and a work/study program for High School and College students;

Recruitment as in job fairs (in and out of town), some overstaffing in areas that have high overturn, dual entry-level Fire Department testing, transitional placement program and sign-on incentives for Fire and Police paid after specified periods of service.

UPDATE ON THE LAW ENFORCEMENT CENTER – SPECIAL RECOGNITION PLAQUES

Chad Williams, Interim Police Chief, updated the Council on pricing for the special recognition plaques for Chief Lonnie Smith and Sheriff Stan Parker requested by Council at a previous meeting. Total price for two plaques would be \$575.00 and Peggy Walker, Finance Director, confirmed there was money in the budget to do the plaques.

COUNCIL INPUT

Councilmember Harbour encouraged citizens to get out and vote in the May 11th election.

EXECUTIVE SESSION

ADJOURN INTO EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE SECTION 551.074 TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION AND DUTIES OF THE CITY MANAGER AND

ADJOURN INTO EXECUTIVE SESSION REGARDING COLONIAL HILLS ESTATE SUBDIVISION UNDER THE PROVISIONS OF TITLE 5, TEXAS GOVERNMENT CODE, SECTION 551.087 TO DISCUSS OR DELIBERATE COMMERCIAL OR FINANCIAL INFORMATION CONCERNING AN ENTITY THAT THE CITY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE CITY AND WITH WHICH THE CITY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS AT 5:50 P.M.

RECONVENE IN OPEN SESSION AND TAKE ANY NECESSARY ACTION AT 7:00 P.M.

No action was taken.

ADJOURN

Motion was made by Mayor Pro Olson, seconded by Councilmember Boyd, with all members of the Council voting “aye” to adjourn at 7:00 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 28, 2013

The Big Spring Airport and Industrial Park Development Board met in Special Session at 5:30 p.m., Thursday, March 28, 2013 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:

Phillip Welch, Chariman	Paschal Odom, Vice-Chairman
Wayne Dawson, Safety Officer	Jan Hansen
Jim DeVille	

Absent: Ned Crandall
Willie Rangel

Also in attendance: Jim Little, Airport Director Kelly Seales, Director's Assistant
Bobby McDonald, City Councilman

Item # 1
Call to Order

Phillip Welch called the meeting to order at 5:30 pm.

Item # 2
Review and approve minutes from February 28, 2013 meeting

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

Item # 3
Big Spring Economic Development Corporation Update

Terry Wegman was unavailable for an update due to scheduling conflicts. Jim informed the board of an upcoming meeting for the citizens of Big Spring in regard to the Cline Shale discovery and possibly impacts on our community. The meeting information was passed on by Terry Wegman and will include the benefits and potential problems that our community may encounter with the growing population.

Item # 4
THS Update

Jim stated that THS has begun generating revenue and will be providing the City with those figures in order to meet the new rental payment requirements. At this time THS pays a minimum rent due, but once revenue is generated in an amount sufficient to warrant an increase, that percentage will become the new minimum. Cargo restrictions are a concern at this time, as we do not want any hazardous materials being stored on the airpark.

Item # 5
Airport Terminal Apron Upgrade Project, Status

Jim stated that this project is moving forward and will be done in conjunction with the Runway 17/35 joint repair work. TxDOT will be overseeing the project and will put the project out for bids in the next month, with anticipated completion by late August.

Item # 6
Airport Fuel Tank Farm Project, Status

The Fuel Farm project is still on track and should have a self-serve capability built in with the current design still being worked. This project should be put out for bids by the City in the next few weeks.

Item # 7

Airport Directors Update

Jim gave an update on a recent meeting with a City planner. There is an increasing need for professional assistance in determining what businesses to allow and where to locate utilities and infrastructure needed to accommodate them. The Truck Reliever Route is moving forward. There has been an increase in railroad activity and interest. Development of the rail is a prime concern with the increasing demand for use. The airport is working with TxDOT to develop a plan for new T-hangars. Funding should have been approved by TxDOT but an update was unavailable due to holiday closures. The airport has been experiencing some turnover recently with airplanes on the field. We have a waiting list for hangar space at this time. The GPS approach for 17/35 is in effect and the approach for 06/24 will be published by the FAA in June. Jim requested board participation in the City Trash-Off on Saturday, April 6th at the airport. Jim updated the board on upcoming travel for himself as well as Phillip Welch to the TxDOT Aviation Conference in Austin on May 13-15th. For show and tell the board viewed articles in the Big Spring Herald, an EAA Fly-In and discussed the relocation of a relocatable building that will be used for training of firemen at FS#1 located on the airpark.

Item # 8

Leased Building Issues

Jim briefly updated the board regarding occupancy and stated that we are making progress on the previously discussed projects. Demand has increased dramatically due to oilfield gas drilling and production in the area.

Item # 9

Airport Safety Committee Report

Wayne Dawson updated the board on the Pilot Safety Meeting scheduled for May 23rd where the program will be titled, "Don't rip your britches on the fence" by John Boatright of the Lubbock FSDO. This will be a WINGS credit eligible program.

Item # 10

Annual Fly-In Event Planning

The board discussed possible dates for the upcoming fly-in and viewed a calendar of other local fly-ins in order to attempt to de-conflict. The date chosen was June 1st. Wayne Dawson made a motion to approve June 1st as the date for this year's fly-in, seconded by Jim DeVille, with all members voting aye for acceptance of that date.

Item # 11

Other Events & Activities

No other events or activities at this time.

Item # 12

Board Member Updates

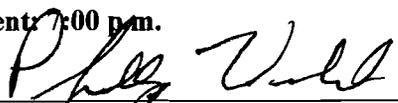
Wayne Dawson updated the board on his travel plans and anticipated board meeting absences.

Item # 13

Next Meeting Date

April 18, 2013

Adjournment: 7:00 p.m.



Approved by Phillip Welch, Chairman

Date Approved

**Convention and Visitors Bureau Committee
Minutes from Wednesday, March 13, 2013
City Council Chambers**

Present: Marcus Fernandez, Gary Fuqua, Carmen Harbour, Jay Patel, Troy Tompkins, Peggy Walker
Staff: Debbie Wegman, Devoun Blount
Absent: Bruce Schooler
Guests: Dr. Cheryl Sparks, Terry Hansen, Greg Kernick; Howard College

Marcus Fernandez called the meeting to order at 4:33 p.m.

Approval of minutes

The minutes from the meeting of February 6, 2013 were reviewed. Motion was made by Peggy Walker to approve the minutes as written. Motion was seconded by Gary Fuqua and passed unanimously.

Discussion of Event Funding Requests

a. **Howard College Rodeo:** Funding request was presented by Dr. Cheryl Sparks, president of Howard College. She stated that the Howard College Rodeo takes place at the Howard County Rodeo Arena that is taken care by the Howard County Rodeo Association. The college rodeo is the first event of the season every year so the college is responsible the preparation of the arena for safety each year. This year's event will take place April 11-13, 2013. Dirt for the area has been donated to the college but they are responsible for transporting the dirt to the arena. It will take approximately two day and 5 trucks to move the dirt. They also need help with the clean-up of the arena and some inmates are used for labor. Mr. Fuqua stated that the City would be willing to provide some labor to help with the dirt work such as tractors, water and trucks. The city could also provide ambulance services for the rodeo. Motion was made by Gary Fuqua for the city to help with transportation of the dirt, ambulance services, and plus \$15,000.00 cash for expenses. Motion was seconded by Troy Tompkins and passed unanimously.

Other

b. **Permian Historical Society:** Debbie Wegman stated that this group has contacted her regarding providing sponsorship for a meeting at the Settles Hotel in the fall of 2013. The committee requested that the group do a funding request for this sponsorship request..

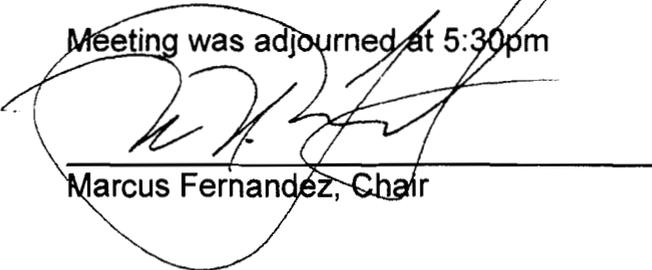
Financials

Monthly financials were provided for review

CVB Coordinator Report

Debbie reported on the Crimson Soul Concert Total ticket sales were \$3,150.00 and the total cost of the concert was approximately \$10,000.00. The attendance was good, approximately 300 people at the concert. She stated that she felt the concert was a success. She has had several call regarding possible events to be held at the auditorium. Peggy Walker stated that she has heard very good things about the concert and it was indeed an opportunity to promote our auditorium and our community.

Meeting was adjourned at 5:30pm



Marcus Fernandez, Chair

04/03/2013

Date

**Convention and Visitors Bureau Committee
Minutes from Wednesday, April 3, 2013
City Council Chambers**

Present: Marcus Fernandez, Todd Darden, Jay Patel, Troy Tompkins, Bruce Schooler
Staff: Debbie Wegman
Absent: Carmen Harbour, Peggy Walker,
Guests: Thomas Hodges, Mark Prince: City of Big Spring Parks Department

Mr. Marcus Fernandez called the meeting to order at 4:05 p.m.

Approval of minutes

The minutes from the meeting of March 13, 2013 were reviewed. Motion was made by Bruce Schooler to approve the minutes as written. Motion was seconded by Jay Patel and passed unanimously.

Consideration of Event Funding Requests

1. **Austin Elite Exposure Camp:** Mr. Roy Green was unable to attend the meeting, so Debbie Wegman presented the request for him. He has sponsored girls' basketball tournaments here in the past, but this is a new type event and will be an event for Jr. College coaches to evaluate Middle and High School Players. He will not have the Harold Davis Shoot-Out this year. He has already booked 60 rooms for the event and will be adding additional rooms. He is requesting \$8,500.00 for this event including \$4,500.00 in Advertising & Promotion, \$3,000.00 in Administrative Expenses and \$1,000.00 in Operating Expenses. The committee requested clarification of the specific line items included in this request. Debbie will contact Mr. Green for that information. Motion was made by Troy Tompkins to approve the request in the amount of \$8,500.00. Motion was seconded by Bruce Schooler and passed unanimously.

Other

1. **DRCC Rate Changes:** Debbie is requesting that the rate of rental for the chair covers at DRCC be changed to \$2.00 per chair and we will take care of cleaning costs. Motion was made by Troy Tompkins to approve this change. Motion was seconded by Jay Patel and passed unanimously.
2. **Update on Comanche Trail Park Entrance:** Thomas Hodges and Mark Prince with City of Big Spring presented an update on the new park entrance that has been proposed for the entrance at US 87 and Whipkey. They have more details on actual materials, pricing and construction. The structure will be stone columns of 16 feet plus an additional 2 feet of welded steel. The materials for the columns will be approximately \$3,550 and the Steel approximately \$7,000 for a total cost not including labor of \$10,750.00. The committee also stated that if contractors are needed to help complete the work that they are authorized to pursue this also and keep the committee informed of expenditures. . Motion was made by Troy Tompkins to approve the increased funds for materials and if needed to hire contract labor. Motion seconded by Bruce Schooler. Motion passed unanimously.

CVB Coordinator Report

1. Screen at Amphitheater: Debbie reported that the screen at the amphitheater has been damaged. Mark Prince stated that there are several tears on the screen and a repair kit can be purchased for around \$30.00. Mr. Fernandez stated that he would like to see us just replace the screen rather than trying to repair it. Motion was made by Bruce Schooler to replace the entire screen rather than repairing. Motion was seconded by Troy Tompkins and passed unanimously.
2. Debbie also reported that since Devoun has left, she is looking for a new assistant. The job is posted on the City website, Channel 17 and in the newspaper.
3. Debbie reported that she has an art student from Howard College working on a design for the Water Tower Billboard.

Financials

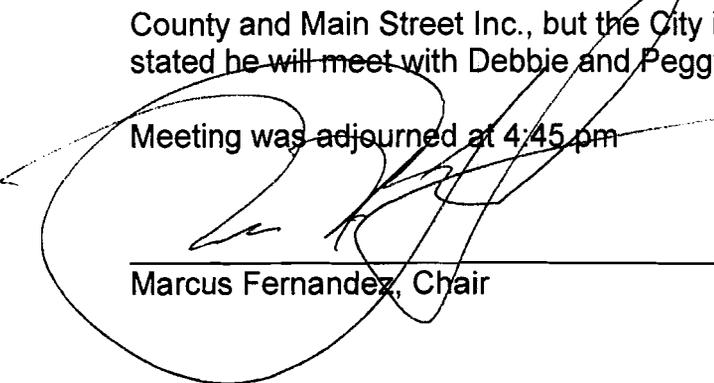
Current financials were not available for review at this time.

Members Comments

Bruce stated that he is excited about the potential for things that we can do through this board to enhance our community.

Marcus stated that we need to work on improvements at the Heart of the City Park and keep up with the maintenance. Todd stated that we have had shortage of staffing issues that have kept us from working at the park and that we probably need to hire a contractor to do the work. Todd stated that this property is jointly owned by the City, County and Main Street Inc., but the City is the lead liaison for the property. Todd stated he will meet with Debbie and Peggy to discuss a direction for this project.

Meeting was adjourned at 4:45 pm



Marcus Fernandez, Chair

05/01/13

Date

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

FEBRUARY 13, 2013

The Board of Directors of the Howard County Appraisal District (HCAD) met for their Regular Meeting on February 13, 2013 at 5:15 pm. Directors present were Donnie Baker, Donnie Reid, Tim Blackshear, Dale Humphreys and Kathy Sayles. Ronny Babcock represented the HCAD. Diane Carter represented the Tax Office. Kevin Telchik of Stephens, Stephens and Telchik was also present.

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

No one was registered for public comments.

The minutes for January 9, 2013 were reviewed and approved on a motion from Kathy Sayles with a second from Tim Blackshear. Motion carried 5 to 0.

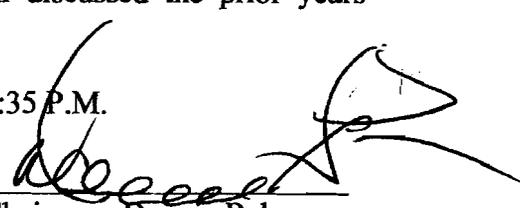
Donnie Reid motioned to accept the 2012 appraised value for Excel Energy as agreed on pending Judgment. Motion was seconded by Dale Humphreys. Motion carried 5 to 0.

The board appointed two new ARB Members for consideration, Delbert Donelson and Hank Dunn, on a motion from Donnie Reid with a second from Tim Blackshear. Motion carried 5 to 0.

Ronny Babcock and the District's Auditor, Kevin Telchik discussed the prior years Money Market Account.

With no other business to discuss, the meeting adjourned at 5:35 P.M.

Secretary, Dale Humphreys


Chairman, Donnie Baker

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

MARCH 13, 2013

The Board of Directors of the Howard County Appraisal District (HCAD) met for their Regular Meeting on March 13, 2013 at 5:15 pm. Directors present were Donnie Baker, Donnie Reid, Tim Blackshear, and Kathy Sayles. Ronny Babcock represented the HCAD. Diane Carter represented the Tax Office.

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

No one was registered for public comments.

The minutes for February 13, 2013 were reviewed and approved on a motion from Tim Blackshear with a second from Kathy Sayles. Motion carried 4 to 0.

The bills for January and February were reviewed and approved on a motion from Donnie Reid with a second from Tim Blackshear. Motion carried 4 to 0.

The financial report for January and February were reviewed and approved on a motion from Tim Blackshear with a second from Kathy Sayles. Motion carried 4 to 0.

The travel expenses were reviewed and approved on a motion from Kathy Sayles with a second from Donnie Reid. Motion carried 4 to 0.

The board appointed new ARB Member for 2013 year: Delbert Donelson; on a motion from Donnie Reid with a second from Tim Blackshear. Motion carried 4 to 0.

The board heard from the two software companies: Southwest Data and True Automation. After listening to their proposals, the board approved Southwest Data on a motion from Donnie Reid with a second from Tim Blackshear. Motion carried 4 to 0.

The board approved for the chief appraiser to seek bids for a new vehicle. Bids are to be reviewed and approved or disapproved on their next scheduled meeting.

The Chief Appraiser discussed with the board regarding Pictometry.

With no other business to discuss, the meeting adjourned at 5:35 P.M.


Secretary, Dale Humphreys


Chairman, Donnie Baker

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

MARCH 21, 2013

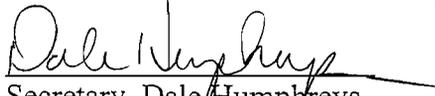
The Board of Directors of the Howard County Appraisal District (HCAD) met for their Regular Meeting on March 21, 2013 at 5:15 pm. Directors present were Donnie Baker, Dale Humphreys and Kathy Sayles. Ronny Babcock represented the HCAD. Diane Carter represented the Tax Office.

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

No one was registered for public comments.

The board appointed new ARB Member for 2013 year: Michelle Machwart; on a motion from Tim Blackshear with a second from Dale Humphreys. Motion carried 4 to 0.

With no other business to discuss, the meeting adjourned at 5:20 P.M.


Secretary, Dale Humphreys


Chairman, Donnie Baker

City of Big Spring
Purchasing and Material Control
Memorandum

To: Honorable Mayor, City Council, City Manager
From: Paul Sotelo, Purchasing Agent
Date: May 14, 2013
Subject: Request for Bid Award for Tub Grinding Services

On Tuesday, May 7, 2013, the City of Big Spring received two (2) sealed bids for Tub Grinding Services.

Recommendation: The staff recommends the bid be awarded to Austin Wood Recycling. The bid submitted was \$25.50 per ton (based on 2000 tons) for \$51,000.00 plus \$1,500.00 mobilization costs for a total of \$52,500.00. The bid submitted by the other vendor failed to meet our specifications.

City of Big Spring
Purchasing and Material Control
Memorandum

To: Honorable Mayor, City Council, City Manager
From: Paul Sotelo, Purchasing Agent
Date: May 14, 2013
Subject: Request for Bid Award for Landfill Wheel Loader

On Tuesday, May 7, 2013, the City of Big Spring received two (2) Buyboard quotes for a Landfill Wheel Loader.

Recommendation: The staff recommends the bid be awarded to Yellowhouse Machinery for a 524K for \$49,000.00. The original price of this loader was \$130,000.00. We were able to get trade in values of \$48,000.00 for a Cat 928 and \$33,000.00 for a John Deere 444 that allowed us to get this price.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION WHICH WAS HELD ON THE 11TH DAY OF MAY, 2013, IN THE CITY OF BIG SPRING, TEXAS, FOR THE PURPOSE OF ELECTING A MAYOR AND COUNCIL MEMBER DISTRICT 5; AND DECLARING AN EMERGENCY.

WHEREAS, heretofore, the Mayor of the City of Big Spring, Texas caused to be published an ordinance announcing the City Council election for Mayor and Council Member District 5 to be held on the 11th day of May, 2013, as required by City Charter and State law; and

WHEREAS, notice of said election was duly given as required by law and as directed in said ordinance as is shown by affidavit properly filed in the office of the City Secretary; and

WHEREAS, said election was duly and legally held on the 11th day of May, 2013, in conformity with the election laws of the State of Texas and the City Charter, and the results of said election have been certified and returned by the proper judges and clerks thereof; and

WHEREAS, this Council has today considered the returns of said election; and

WHEREAS, it appears to the Council, and the Council so finds, that the Howard County Elections Administrator has tabulated the results of said election and certified the tabulation to the Council, and that the tabulation is correct:

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

SECTION I. That the tabulation of votes cast in the City Council general election held on the 11th day of May, 2013, made and certified by the Howard County Elections Administrator, a copy of which is attached hereto and made a part hereof, is hereby adopted as the official tabulation of the votes cast at said election and that said tabulation be filed and recorded in the official records of the City as the official canvass of said election.

SECTION II. That said official canvass of the returns of said election reflects the following:

The following received a majority of the votes cast for said respective office and were duly elected as Mayor and Council Member:

_____ Mayor

_____ City Council Member District 5

In compliance with the terms of the City Charter and State Law, a runoff election is not necessary since the candidates listed above for the respective offices received a majority of the votes cast for said office.

SECTION III. The necessity of making an official canvass of votes cast in the aforesaid election and declaring the results of said election no earlier than the third (3rd) day and no later than the eleventh (11th) day after election day as required by Section 67.003 *Texas Election Code*, creates a public emergency and an imperative public necessity requiring the suspension of the Charter rule that no ordinance or resolution shall be passed finally on the date of its introduction but that such ordinance or resolution shall be read at two meetings of the City Council, and the Mayor having declared said emergency and necessity to exist, having requested the suspension of the Charter rule and that this ordinance take effect and be in full force and effect from and after its passage, IT IS ACCORDINGLY SO ORDAINED, this the 14th day of May, 2013.

PASSED AND APPROVED, on an emergency reading by the City Council of the City of Big Spring, Texas, this 14th day of May, 2013, at a regular meeting of the City Council of the City of Big Spring, Texas, with all members present voting "aye" for the passage of same.

Tommy Duncan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, CALLING FOR A RUNOFF ELECTION TO BE HELD ON THE 8TH DAY OF JUNE, 2013, FOR THE PURPOSE OF ELECTING ONE PERSON TO SERVE AS MAYOR, WHO SHALL BE ELECTED BY MAJORITY VOTE OF THE QUALIFIED VOTERS OF THE CITY OF BIG SPRING; DESIGNATING A POLLING PLACE WITHIN THE CITY; AUTHORIZING THE MAYOR TO EXECUTE NOTICE AND HAVE THE NOTICE POSTED FOR THE PURPOSE OF NOTIFYING THE PUBLIC OF SAID ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY

WHEREAS, the official canvass of the election returns of the regular election duly held for Mayor was held on the 14th day of May, 2013, in accordance with State law and City Charter requirements, and a candidate for the office of Mayor did not receive a majority of all votes cast for said office, and in accordance with City Charter and the *Texas Election Code* there is hereby declared a necessity for a runoff election; and

WHEREAS, §2.024 *Texas Election Code* requires that the City Council no later than the fifth (5th) day after the date the final canvass of the main election is completed (no later than the 5th day after May 14, 2013) order said runoff election;

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

SECTION I. That a runoff election shall be held on Saturday the 8th day of June, 2013, in compliance with the City Charter and §2.025(b) 2(B), *Texas Election Code* for the purpose of electing Mayor. Said Mayor shall be elected by majority vote for a three year term. Early voting shall begin on the 28th day of May, 2013 and end on the 4th day of June 2013, as authorized by §85.001(a) *Texas Election Code* and notice shall be posted continuously for at least 72 hours immediately preceding the first hour of early voting (8:00 a.m.) as required by §85.007 *Texas Election Code*. As required by §85.002 *Texas Election Code*, the early voting polling place shall be at the Howard County Courthouse located at 300 S. Main, Big Spring, Texas.

SECTION II. That the names of the candidates shall appear on the ballot in the order determined in the official drawing to be held on May 15, 2013 in the City Secretary's Office located at 310 Nolan at 2:00 p.m. for placement of names on the ballot.

SECTION III. That the names of the candidates for said office shall be placed on said ballot in the manner and form prescribed by law.

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

SECTION V. The polling place for the June 8, 2013 runoff election will be in the East Room of the Dorothy Garrett Coliseum located at the corner of Birdwell Lane and Kentucky Way.

SECTION VI. Said election shall be held in accordance with the Constitution and laws of the State of Texas and the Charter of the City of Big Spring, Texas, and the manner of holding said election shall be governed by the laws of the state regulating special elections and this ordinance.

SECTION VII. The voting shall be by DRE (Direct Recording Electronic) System and by official paper ballot for early voting by mail and provisional ballots.

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

SECTION IX. The passage of this ordinance constitutes an emergency and an imperative public necessity that the Charter Rule requiring that city ordinances be read at two (2) separate meetings of the City Council be suspended, and said rule is hereby suspended, and this ordinance shall take effect immediately upon its passage.

PASSED AND APPROVED on emergency reading at a regular meeting of the City Council on the 14th day of May, 2013, with all members of the Council voting "aye" for the passage of same.

Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, CALLING FOR A RUNOFF ELECTION TO BE HELD ON THE 8TH DAY OF JUNE, 2013, FOR THE PURPOSE OF ELECTING ONE PERSON TO SERVE AS CITY DISTRICT FIVE COUNCIL MEMBER, WHO SHALL BE ELECTED BY MAJORITY VOTE OF THE QUALIFIED VOTERS OF DISTRICT FIVE; DESIGNATING A POLLING PLACE WITHIN THE CITY; AUTHORIZING THE MAYOR TO EXECUTE NOTICE AND HAVE THE NOTICE POSTED FOR THE PURPOSE OF NOTIFYING THE PUBLIC OF SAID ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY

WHEREAS, the official canvass of the election returns of the regular election duly held for City District Five Council Member was held on the 14th day of May, 2013, in accordance with State law and City Charter requirements, and a candidate for the office of City District Five Council Member did not receive a majority of all votes cast for said office, and in accordance with City Charter and the *Texas Election Code* there is hereby declared a necessity for a runoff election; and

WHEREAS, §2.024 *Texas Election Code* requires that the City Council no later than the fifth (5th) day after the date the final canvass of the main election is completed (no later than the 5th day after May 14, 2013) order said runoff election;

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

SECTION I. That a runoff election shall be held on Saturday the 8th day of June, 2013, in compliance with the City Charter and §2.025(b) 2(B), *Texas Election Code* for the purpose of electing one person of the City of Big Spring, Texas, to serve as City District Five Council Member. Said City District Five Council Member shall be elected by majority vote for a three year term. Early voting shall begin on the 28th day of May, 2013 and end on the 4th day of June 2013, as authorized by §85.001(a) *Texas Election Code* and notice shall be posted continuously for at least 72 hours immediately preceding the first hour of early voting (8:00 a.m.) as required by §85.007 *Texas Election Code*. As required by §85.002 *Texas Election Code*, the early voting polling place shall be at the Howard County Courthouse located at 300 S. Main, Big Spring, Texas.

SECTION II. That the names of the candidates shall appear on the ballot in the order determined in the official drawing to be held on May 15, 2013 in the City Secretary's Office located at 310 Nolan at 2:00 p.m. for placement of names on the ballot.

SECTION III. That the names of the candidates for said office shall be placed on said ballot in the manner and form prescribed by law.

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

SECTION V. The polling place for the June 8, 2013 runoff election will be in the East Room of the Dorothy Garrett Coliseum located at the corner of Birdwell Lane and Kentucky Way.

SECTION VI. Said election shall be held in accordance with the Constitution and laws of the State of Texas and the Charter of the City of Big Spring, Texas, and the manner of holding said election shall be governed by the laws of the state regulating special elections and this ordinance.

SECTION VII. The voting shall be by DRE (Direct Recording Electronic) System and by official paper ballot for early voting by mail and provisional ballots.

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

SECTION IX. The passage of this ordinance constitutes an emergency and an imperative public necessity that the Charter Rule requiring that city ordinances be read at two (2) separate meetings of the City Council be suspended, and said rule is hereby suspended, and this ordinance shall take effect immediately upon its passage.

PASSED AND APPROVED on emergency reading at a regular meeting of the City Council on the 14th day of May, 2013, with all members of the Council voting "aye" for the passage of same.

Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS,
AUTHORIZING THE AUCTION OF HOWARD COUNTY TRUSTEE PROPERTIES
TO THE HIGHEST BIDDER FOR CASH, WITHOUT RESERVATION; AND
PROVIDING AN EFFECTIVE DATE

WHEREAS, on the 4th day of June, 2013, pursuant to an Order of Sale, the Sheriff of Howard County will offer to sell the properties listed on the attached Exhibit "A", Notice of Sale; and

WHEREAS, if the minimum bid required by law is not received at such Sheriff sale the property will be struck off to HOWARD COUNTY, TRUSTEE, on behalf of County of Howard, Howard County Junior College District, City of Big Spring, Big Spring Independent School District, City of Coahoma, City of Forsan, Forsan Independent School District, Howard County Water Control and Improvement District #1 and Howard-Glasscock County Education District; and

WHEREAS, on the 29th day of June, 2013, HOWARD COUNTY, TRUSTEE, on behalf of County of Howard, Howard County Junior College District, City of Big Spring, Big Spring Independent School District, City of Coahoma, City of Forsan, Forsan Independent School District, Howard County Water Control and Improvement District #1 and Howard-Glasscock County Education District, desires to sell at public auction the properties listed on Exhibit "A" attached hereto for which no minimum bid is received at the above described Sheriff sale, as well as properties listed on Exhibit "B", Howard County Trustee Properties, and other properties listed in the name of Howard County, Trustee, to the highest bidder for cash without reservation;

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

SECTION I. That the City of Big Spring consents to the public auction of all properties listed in the name of Howard County, Trustee, to the highest bidder for cash without reservation.

SECTION II. That this resolution shall be effective immediately upon its final passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 14th day of May, 2013, with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 28th day of May, 2013, with all members of the Council voting “aye” for the passage of same.

Tommy Duncan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

EXHIBIT “A”

NOTICE OF SALE

NOTICE OF SALE OF REAL PROPERTY

THE STATE OF TEXAS §

COUNTY OF HOWARD §

By virtue of a ORDER OF SALE issued out of the District Court of Howard County, Texas, pursuant to judgment rendered in 118th Judicial District Court of Howard County, Texas, by the District Clerk of said Court, in the hereinafter numbered and styled suits and to me directed and delivered as Sheriff of said County, I did on the ____ day of _____, 2013, at 10:00 a.m., levy upon and will proceed to sell for cash to the highest bidder at public auction on the 4th day of June, 2013, being the first Tuesday of said month beginning at 10:00 o'clock a.m. on said day, at the North Courthouse door of said County, all the right, title, and interest of the Defendants in such suits in and to the following described real estate levied upon as the property of said Defendants, the same lying and being situated in the County of Howard and the State of Texas, to-wit:

CAUSE NO. 6197

HOWARD COUNTY, ET AL VS THOMAS AYALA, ET AL

EXHIBIT NO. DEFENDANT NAME	PROPERTY DESCRIPTION	ADDRESS
No. 1 Thomas Ayala, et al	Lt 9, Bk 7, Adell Addn.	1404 W. 2 nd
No. 2 Lillian Frances Gary Bivings aka Lillian Gary Bivings aka Lillian Bivings, et al	A tract of land out of Sc 32, Bk 33, T1N	704 Presidio
No. 3 Virginia Faye Brumley aka Virginia Raska Brumbley (Beckett)	Lt 8, Bk 3, Wright's Airport Annex Addn.	1315 Utah
No. 4 Jimmy Bynum	Lt 4, Bk 3, Sunset Addn.	n/a
No. 4 Jimmy Bynum	Lt 5, Bk 3, Sunset Addn.	n/a
No. 4 Jimmy Bynum	Lt 7, Bk 3, Sunset Addn.	n/a
No. 4 Jimmy Bynum	Lt 1, Bk 4, Sunset Addn. SAVE & EXCEPT any portion dedicated to public road	400 Sunset
No. 4 Jimmy Bynum	Lt 2, Bk 4, Sunset Addn.	402 Sunset
No. 4 Jimmy Bynum	Lt 3, Bk 4, Sunset Addn.	404 Sunset
No. 4 Jimmy Bynum	Lt 4, Bk 4, Sunset Addn.	406 Sunset
No. 4 Jimmy Bynum	Lt 5, Bk 4, Sunset Addn.	408 Sunset
No. 4 Jimmy Bynum	Lt 6, Bk 4, Sunset Addn.	410 Sunset

No. 4 Jimmy Bynum	Lt 7, Bk 4, Sunset Addn.	500 Sunset
No. 4 Jimmy Bynum	Lt 8, Bk 4, Sunset Addn.	502 Sunset
No. 4 Jimmy Bynum	Lt 14, Bk 4, Sunset Addn.	n/a
No. 4 Jimmy Bynum	Lt 15, Bk 4, Sunset Addn.	n/a
No. 4 Jimmy Bynum	Lt 16, Bk 4, Sunset Addn.	n/a
No. 4 Jimmy Bynum	Lt 2, Bk 5, Sunset Addn.	409 Sunset
No. 5 Myrl Click and Betty Click	Lt 10, of the replat of Lts A & B, Tr 8, Kennebec Heights, Subdivision of Sc 12, Bk 33, T1S, T&P Ry. Co. Survey	n/a
No. 6 Clara Jones Coffee, C. C. Coffee, Jr., and Robert B. Coffee	A tract of land out of Sc 5, Bk 32, T1S, T&P Ry. Co. Survey	n/a
No. 7 C. C. Cole	Lt 2, Bk 3, South Haven Addn	Wasson
No. 8 Demetrio M. Corrales aka D. M. Corrales, et al	Lt 10, Bk 23, Governments Heights to Bauer Addn	604 NW 8 th
No. 10 Bobby Doe, et al	M/50' and all of S/50' in Lt 2, Bk 80, Original Town of Big Spring, Howard County, Texas; SAVE AND EXCEPT land conveyed from Jack L. Watkins and wife Ida D. Watkins to William R. Allred and wife, Rosa Lee Allred	905 Runnels
No. 12 Helen Miller, Merle J. Stewart, Lucille Collins, Lola Belle Rix, Keith M. Stewart and Laverne Yeatman, as Stockholders in Forsan Townsite Company	Lt 18, Bk 26, Original Townsite of Forsan	305 E. Main (Forsan)
No. 12 Helen Miller, Merle J. Stewart, Lucille Collins, Lola Belle Rix, Keith M. Stewart and Laverne Yeatman, as Stockholders in Forsan Townsite Company	Lt 14, Bk 26, Original Townsite of Forsan	309 Main (Forsan)
No. 14 Johnny Ray Gardner, et al	The W/60' of the E/180', Bk 55, Government Heights to Bauer Addn	205 NW 12 th
No. 15 Emilio Gonzales and Isabell Gonzales Alcantar	N/2 of Lt 1, Bk 10, Government Heights to Bauer Addn.	611 N Bell

No. 16 Garland Green aka Garland Green, Sr. and Georgia Mae Green, et al	Lt 4, Bk 1, Rosemont Addn., town of Big Spring	207 Channing
No. 18 G. C. Heffington, and Guy Heffington, et al	Lts 1 & 2, Bk 12, Jones Valley Addn	1009 W 6 th
No. 18 G. C. Heffington, and Guy Heffington, et al	Lt 1, Bk 2, Brown Addn	1510 W 3 rd
No. 18 G. C. Heffington, and Guy Heffington, et al	Lt 2, Bk 2, Brown Addn	1508 W 3 rd
No. 18 G. C. Heffington, and Guy Heffington, et al	Lt 3, Bk 2, Brown Addn	1506 W 3 rd
No. 18 G. C. Heffington, and Guy Heffington, et al	Lt 6, Bk 7, Brown Addn	1600 W 1 st
No. 19 Humberto Hernandez	A parcel of land out of Tr 34, of the Wm. B. Currie Subdivision of the SE/4 of Sc. 42, Bk 32, T1N, T&P Ry. Co Survey	207 NE 7 th
No. 20 Richard Hilario aka Richard C. Hilario	A tract of land out of Tr 33, of the Wm B. Currie subdivision out of the SE/4 of Sc. 42, Bk 32, T1N, T&P Ry. Co. Survey, SAVE AND EXCEPT 0.17'	306 NE 8 th
No. 21 Leon Houston, Jr. aka Leon J. Houston, Jr.	Lt 10, Bk 4, Amended Govenment Heights to Bauer Addn	511 N Lancaster
No. 22 H. W. Howell and Nancy Riddle Howell	A tract of land out of Sc 32, Bk 33, T1N, T&P Ry. Co. Survey	1203 W 5 th
No. 23 J&J Construction Company	Lt 8, Bk 20, Monticello Addn	2302 S Monticello
No. 23 J&J Construction Company	Lt 16, Bk 7, Monticello Addn	1201 Barnes
No. 24 John Jarrett and Fannie Jarrett, et al	S/27' of the W/90' of Lt 1, Bk 1, Rosemont Addn	201 Channing
No. 24 John Jarrett and Fannie Jarrett, et al	N/27' of the W/90' of Lt 1, Bk 1, Rosemont Addn	105 Channing
No. 25 Mamie Lee Jones	A tract of land out of the SE/4 of Sc 42, Bk 32, Tr 42, T1N, T&P RR Co. Survey	109 NE 9 th
No. 26 Patrick Kelly Equipment, et al	A tract of land out of Sc 31, Bk 33, T1N, T&P Ry. Co. Survey	n/a
No. 27 Juanita Lopez and Juanita H. Lopez	Lt 3, Bk 6, Porter Addn., City of Big Spring	504 Young

No. 28 Norma Lee Lujan fka Norma Lee Puga	A parcel of land out of Tr 33, of the Wm. B. Currie Subdivision of the SE/4 of Sc 42, Bk 32, T1N, T&P Ry. Co. Survey	305 NE 7 th
No. 29 Sylvia Martinez	Lt 3, Bk 4, Cedar Crest Addn	828 W 7 th
No. 30 Cirilo Melendez and Seturnina Melendez	40' off of the north end of Lt 7, Bk 2, Jones Valley Addn	306 San Antonio
No. 31 Lloyd R. Nichols and Ruth H. Nichols	Lt 8, Bk 108, Less W/25'	209 NW 2 nd
No. 32 Joseph Gregorio Palomino	Lt 2, Bk 2, Rosemont Addn	105 Channing
No. 32 Joseph Gregorio Palomino	Lt 3, Bk 2, Rosemont Addn	104 Channing
No. 32 Joseph Gregorio Palomino	Lt 4, Bk 2, Rosemont Addn	103 Channing
No. 32 Joseph Gregorio Palomino	Lt 5, Bk 2, Rosemont Addn	102 Channing
No. 34 Bertha L. Payton	All of Lt 7, Bk A, Moore Heights Addn., City of Big Spring, Howard County, Texas; SAVE AND EXCEPT a parcel of land	810 Sgt Paredez
No. 35 Peoples National Fund, Inc.	Lt 11, Bk 8, Brown Addn	1609 W 1 st
No. 36 Loretta Purcell, James C. Smith, et al	Lt 3, Bk 42, Settles Subdivision of College Heights Addn	2204 Nolan
No. 37 Larry Frank Roden and Ronald Reeves Knaus	Lt 2, Bk 4, Hathcock Heights Addn	n/a
No. 38 Betty Sherman	A parcel of land out of the S/2 of Sc 26, Bk 33, T1N, T&P Ry. Co. Survey	n/a
No. 39 H. W. Smith Transport Company, Inc., et al	Lt 4, of the Balch Addition located on the Snyder Highway out of the City of Big Spring, and being out of Sc 32, Bk 32, T1N, T&P Ry. Co. Survey	n/a
No. 40 Charles C. Smith, Ind. and dba State Wide Refurbishment, et al	Lt 14, Bk 41, Original town of Forsan	404 E 4 th (Forsan)
No. 40 Charles C. Smith, Ind. and dba State Wide Refurbishment, et al	Lt 6, Bk 41, Original town of Forsan	409 E 3 rd (Forsan)
No. 41 Jonnie Mae Spruill	Lt 13, Bk 17, Sherrod Heights Subdivision	n/a
No. 42 Esta Lee Stockstill	Lt 13, Bk 19, Original Townsite of Forsan	200 W 6 th (Forsan)
No. 42 Esta Lee Stockstill	Lt 18 & 19, Bk 20, Original Townsite of Forsan	108 W 6 th (Forsan)

No. 43 Lonnie J. Stockton	Lts 1 & 2, Bk 44, Original Townsite of Forsan	108 E 4 th (Forsan)
No. 44 John D. Stull aka J. D. Stull, et al	A tract of land out of Sc 26, Bk 33, T1N, T&P Ry. Co. Survey	n/a
No. 45 W. R. Summers, T. F. Summers and W. T. Summers	A tract of land out of Sc 32, Bk 33, T1N, T&P Ry. Co. Survey	610 Presidio
No. 46 George Thadeus Thomas, Jr. aka George Thadeus Thomas aka Thad Thomas	Lt 3, Bk L, Moore's Heights Addn	1005 NW 1 st
No. 47 Violet Webb, fka Violet N. Hall, Emmett Hall, et al	Lts 1 & 2, Bk 2, Wrights Airport Annex Addn	1301 Kindle
No. 48, Frank Eugene Wentz, Bertha Wentz, et al	Lt 11, Bk 4, Brown Addn	1507 Meadow
No. 49 Ella B. Womble aka Ella B. Wamble	Being the S/50' of a tract of land out of Sc 32, Bk 33, T1N, T&P Ry. Co. Survey	904 San Antonio
No. 50 Ascension P. Yanez, Ascencion Yanez, et al	A tract of land out of Sc 32, Bk 33, T1N, T&P Ry. Co. Survey	1007 W 8 th

CAUSE NO. STYLE PROPERTY DESCRIPTION ADDRESS

T-4673	Howard County, et al vs. Jerry D. Coyle, et al	A tract of land 192 feet wide, Eastward and Westward, by 179.4 feet long, Northward and Southward, out of Sc 44, Bk 32, T1N	n/a
T-5123	Howard County, et al vs. Adan Hernandez Valencia aka Adam H. Valencia, deceased, et al	S/2 of Lts 5&6, Bk 6, Government Heights to Bauer Addn	608 NW 5 th
T-5343	Howard County, et al vs. David Young	Lt 4, Bk 112, Original Town of Big Spring	105 NE 3rd
T-5911	Howard County, et al vs. Walter B. Fields	Lt 5, Bk 1, Buckner Place Addn.	1409 Lincoln
T-5959	Howard County, et al vs. John T. Fierro and Delma Fierro	A tract of land out of Sc 5, Bk 32, T1S, Howard County, Texas	1002 E. 19 th

T-6003	Howard County, et al vs. Mark Lee Smith, Leanne Smith and Ashley Smith	Lt 25, Bk 1, Bates Addn., City of Coahoma	912 Culp Addn. (Coahoma)
T-6036	Howard County, et al vs. Carmen Chavarria	Lt 10, Bk 12, Boydstun Addn	205 Benton
T-6169	Howard County, et al vs. Linda Gail Hall aka Linda G. Hall aka Linda Hall	Lt 26, Bk 4, Hall Addn.	1410 E. 4 th

Said sale to be made by me to satisfy the judgment(s) rendered in the above styled and numbered cause(s), together with interest, penalties and costs of suit, and the proceeds of said sales to be applied to the satisfaction thereof, and the remainder, if any, to be applied as the law directs.

Witness my hand this ____ day of _____, 2013.

SHERIFF OF HOWARD COUNTY, TEXAS

BY: _____
Deputy

PROPERTY ADDRESSES ARE PROVIDED BY THE HOWARD COUNTY APPRAISAL DISTRICT

PROSPECTIVE BUYERS SHOULD SATISFY THEMSELVES AS TO THE ACTUAL LOCATION OF THE PROPERTY

PROSPECTIVE BUYERS SHOULD CHECK TITLE RECORDS FOR METES AND BOUNDS DESCRIPTIONS OF PROPERTY AND TO DETERMINE STATUS OF TITLE

ALL PROPERTIES SOLD "AS IS", "WITHOUT WARRANTY OF TITLE"

PROSPECTIVE BUYERS WILL BE RESPONSIBLE FOR DEED RECORDING FEES

EACH PROPERTY IS SUBJECT TO ANY RIGHT OF REDEMPTION

BUYERS WILL BE RESPONSIBLE FOR PAYMENT OF 2011 TAXES; PLEASE CONTACT DIANE CARTER, HOWARD COUNTY TAC

EXHIBIT “B”

HOWARD COUNTY TRUSTEE PROPERTIES

HOWARD COUNTY TRUSTEE PROPERTIES AUCTION
DATE: SATURDAY, JUNE 29, 2013
TIME: 9:00 A.M.
LOCATION: CACTUS ROOM, HOWARD
COLLEGE CAMPUS, BIG SPRING, TEXAS
AUCTIONEER-SCOTT EMERSON
WEBSITE-BUYTAXPROPERTY.COM

CAUSE NO. 6197

HOWARD COUNTY, ET AL VS THOMAS AYALA, ET AL

EXHIBIT NO. DEFENDANT NAME	PROPERTY DESCRIPTION	ADDRESS
No. 1 Thomas Ayala, et al	Lt 9, Bk 7, Adell Addn.	1404 W. 2 nd
No. 2 Lillian Frances Gary Bivings aka Lillian Gary Bivings aka Lillian Bivings, et al	A tract of land out of Sc 32, Bk 33, T1N	704 Presidio
No. 3 Virginia Faye Brumley aka Virginia Raska Brumbley (Beckett)	Lt 8, Bk 3, Wright's Airport Annex Addn.	1315 Utah
No. 4 Jimmy Bynum	Lt 4, Bk 3, Sunset Addn.	n/a
No. 4 Jimmy Bynum	Lt 5, Bk 3, Sunset Addn.	n/a
No. 4 Jimmy Bynum	Lt 7, Bk 3, Sunset Addn.	n/a
No. 4 Jimmy Bynum	Lt 1, Bk 4, Sunset Addn. SAVE & EXCEPT any portion dedicated to public road	400 Sunset
No. 4 Jimmy Bynum	Lt 2, Bk 4, Sunset Addn.	402 Sunset
No. 4 Jimmy Bynum	Lt 3, Bk 4, Sunset Addn.	404 Sunset
No. 4 Jimmy Bynum	Lt 4, Bk 4, Sunset Addn.	406 Sunset
No. 4 Jimmy Bynum	Lt 5, Bk 4, Sunset Addn.	408 Sunset
No. 4 Jimmy Bynum	Lt 6, Bk 4, Sunset Addn.	410 Sunset
No. 4 Jimmy Bynum	Lt 7, Bk 4, Sunset Addn.	500 Sunset

No. 4 Jimmy Bynum	Lt 8, Bk 4, Sunset Addn.	502 Sunset
No. 4 Jimmy Bynum	Lt 14, Bk 4, Sunset Addn.	n/a
No. 4 Jimmy Bynum	Lt 15, Bk 4, Sunset Addn.	n/a
No. 4 Jimmy Bynum	Lt 16, Bk 4, Sunset Addn.	n/a
No. 4 Jimmy Bynum	Lt 2, Bk 5, Sunset Addn.	409 Sunset
No. 5 Myrl Click and Betty Click	Lt 10, of the replat of Lts A & B, Tr 8, Kennebec Heights, Subdivision of Sc 12, Bk 33, T1S, T&P Ry. Co. Survey	n/a
No. 6 Clara Jones Coffee, C. C. Coffee, Jr., and Robert B. Coffee	A tract of land out of Sc 5, Bk 32, T1S, T&P Ry. Co. Survey	n/a
No. 7 C. C. Cole	Lt 2, Bk 3, South Haven Addn	Wasson
No. 8 Demetrio M. Corralez aka D. M. Corralez, et al	Lt 10, Bk 23, Governments Heights to Bauer Addn	604 NW 8 th
No. 10 Bobby Doe, et al	M/50' and all of S/50' in Lt 2, Bk 80, Original Town of Big Spring, Howard County, Texas; SAVE AND EXCEPT land conveyed from Jack L. Watkins and wife Ida D. Watkins to William R. Allred and wife, Rosa Lee Allred	905 Runnels
No. 12 Helen Miller, Merle J. Stewart, Lucille Collins, Lola Belle Rix, Keith M. Stewart and Laverne Yeatman, as Stockholders in Forsan Townsite Company	Lt 18, Bk 26, Original Townsite of Forsan	305 E. Main (Forsan)
No. 12 Helen Miller, Merle J. Stewart, Lucille Collins, Lola Belle Rix, Keith M. Stewart and Laverne Yeatman, as Stockholders in Forsan Townsite Company	Lt 14, Bk 26, Original Townsite of Forsan	309 Main (Forsan)
No. 14 Johnny Ray Gardner, et al	The W/60' of the E/180', Bk 55, Government Heights to Bauer Addn	205 NW 12 th
No. 15 Emilio Gonzales and Isabell Gonzales Alcantar	N/2 of Lt 1, Bk 10, Government Heights to Bauer Addn.	611 N Bell

No. 16 Garland Green aka Garland Green, Sr. and Georgia Mae Green, et al	Lt 4, Bk 1, Rosemont Addn., town of Big Spring	207 Channing
No. 18 G. C. Heffington, and Guy Heffington, et al	Lts 1 & 2, Bk 12, Jones Valley Addn	1009 W 6 th
No. 18 G. C. Heffington, and Guy Heffington, et al	Lt 1, Bk 2, Brown Addn	1510 W 3 rd
No. 18 G. C. Heffington, and Guy Heffington, et al	Lt 2, Bk 2, Brown Addn	1508 W 3 rd
No. 18 G. C. Heffington, and Guy Heffington, et al	Lt 3, Bk 2, Brown Addn	1506 W 3 rd
No. 18 G. C. Heffington, and Guy Heffington, et al	Lt 6, Bk 7, Brown Addn	1600 W 1 st
No. 19 Humberto Hernandez	A parcel of land out of Tr 34, of the Wm. B. Currie Subdivision of the SE/4 of Sc. 42, Bk 32, T1N, T&P Ry. Co Survey	207 NE 7 th
No. 20 Richard Hilario aka Richard C. Hilario	A tract of land out of Tr 33, of the Wm B. Currie subdivision out of the SE/4 of Sc. 42, Bk 32, T1N, T&P Ry. Co. Survey, SAVE AND EXCEPT 0.17'	306 NE 8 th
No. 21 Leon Houston, Jr. aka Leon J. Houston, Jr.	Lt 10, Bk 4, Amended Govenment Heights to Bauer Addn	511 N Lancaster
No. 22 H. W. Howell and Nancy Riddle Howell	A tract of land out of Sc 32, Bk 33, T1N, T&P Ry. Co. Survey	1203 W 5 th
No. 23 J&J Construction Company	Lt 8, Bk 20, Monticello Addn	2302 S Monticello
No. 23 J&J Construction Company	Lt 16, Bk 7, Monticello Addn	1201 Barnes
No. 24 John Jarrett and Fannie Jarrett, et al	S/27' of the W/90' of Lt 1, Bk 1, Rosemont Addn	201 Channing
No. 24 John Jarrett and Fannie Jarrett, et al	N/27' of the W/90' of Lt 1, Bk 1, Rosemont Addn	105 Channing
No. 25 Mamie Lee Jones	A tract of land out of the SE/4 of Sc 42, Bk 32, Tr 42, T1N, T&P RR Co. Survey	109 NE 9 th
No. 26 Patrick Kelly Equipment, et al	A tract of land out of Sc 31, Bk 33, T1N, T&P Ry. Co. Survey	n/a
No. 27 Juanita Lopez and Juanita H. Lopez	Lt 3, Bk 6, Porter Addn., City of Big Spring	504 Young

No. 28 Norma Lee Lujan fka Norma Lee Puga	A parcel of land out of Tr 33, of the Wm. B. Currie Subdivision of the SE/4 of Sc 42, Bk 32, T1N, T&P Ry. Co. Survey	305 NE 7 th
No. 29 Sylvia Martinez	Lt 3, Bk 4, Cedar Crest Addn	828 W 7 th
No. 30 Cirilo Melendez and Seturnina Melendez	40' off of the north end of Lt 7, Bk 2, Jones Valley Addn	306 San Antonio
No. 31 Lloyd R. Nichols and Ruth H. Nichols	Lt 8, Bk 108, Less W/25'	209 NW 2 nd
No. 32 Joseph Gregorio Palomino	Lt 2, Bk 2, Rosemont Addn	105 Channing
No. 32 Joseph Gregorio Palomino	Lt 3, Bk 2, Rosemont Addn	104 Channing
No. 32 Joseph Gregorio Palomino	Lt 4, Bk 2, Rosemont Addn	103 Channing
No. 32 Joseph Gregorio Palomino	Lt 5, Bk 2, Rosemont Addn	102 Channing
No. 34 Bertha L. Payton	All of Lt 7, Bk A, Moore Heights Addn., City of Big Spring, Howard County, Texas; SAVE AND EXCEPT a parcel of land	810 Sgt Paredez
No. 35 Peoples National Fund, Inc.	Lt 11, Bk 8, Brown Addn	1609 W 1 st
No. 36 Loretta Purcell, James C. Smith, et al	Lt 3, Bk 42, Settles Subdivision of College Heights Addn	2204 Nolan
No. 37 Larry Frank Roden and Ronald Reeves Knaus	Lt 2, Bk 4, Hathcock Heights Addn	n/a
No. 38 Betty Sherman	A parcel of land out of the S/2 of Sc 26, Bk 33, T1N, T&P Ry. Co. Survey	n/a
No. 39 H. W. Smith Transport Company, Inc., et al	Lt 4, of the Balch Addition located on the Snyder Highway out of the City of Big Spring, and being out of Sc 32, Bk 32, T1N, T&P Ry. Co. Survey	n/a
No. 40 Charles C. Smith, Ind. and dba State Wide Refurbishment, et al	Lt 14, Bk 41, Original town of Forsan	404 E 4 th (Forsan)
No. 40 Charles C. Smith, Ind. and dba State Wide Refurbishment, et al	Lt 6, Bk 41, Original town of Forsan	409 E 3 rd (Forsan)
No. 41 Jonnie Mae Spruill	Lt 13, Bk 17, Sherrod Heights Subdivision	n/a
No. 42 Esta Lee Stockstill	Lt 13, Bk 19, Original Townsite of Forsan	200 W 6 th (Forsan)
No. 42 Esta Lee Stockstill	Lt 18 & 19, Bk 20, Original Townsite of Forsan	108 W 6 th (Forsan)

No. 43 Lonnie J. Stockton	Lts 1 & 2, Bk 44, Original Townsite of Forsan	108 E 4 th (Forsan)
No. 44 John D. Stull aka J. D. Stull, et al	A tract of land out of Sc 26, Bk 33, T1N, T&P Ry. Co. Survey	n/a
No. 45 W. R. Summers, T. F. Summers and W. T. Summers	A tract of land out of Sc 32, Bk 33, T1N, T&P Ry. Co. Survey	610 Presidio
No. 46 George Thadeus Thomas, Jr. aka George Thadeus Thomas aka Thad Thomas	Lt 3, Bk L, Moore's Heights Addn	1005 NW 1 st
No. 47 Violet Webb, fka Violet N. Hall, Emmett Hall, et al	Lts 1 & 2, Bk 2, Wrights Airport Annex Addn	1301 Kindle
No. 48, Frank Eugene Wentz, Bertha Wentz, et al	Lt 11, Bk 4, Brown Addn	1507 Meadow
No. 49 Ella B. Womble aka Ella B. Wamble	Being the S/50' of a tract of land out of Sc 32, Bk 33, T1N, T&P Ry. Co. Survey	904 San Antonio
No. 50 Ascension P. Yanez, Ascencion Yanez, et al	A tract of land out of Sc 32, Bk 33, T1N, T&P Ry. Co. Survey	1007 W 8 th

CAUSE NO. STYLE PROPERTY DESCRIPTION ADDRESS

T-4673	Howard County, et al vs. Jerry D. Coyle, et al	A tract of land 192 feet wide, Eastward and Westward, by 179.4 feet long, Northward and Southward, out of Sc 44, Bk 32, T1N	n/a
T-5123	Howard County, et al vs. Adan Hernandez Valencia aka Adam H. Valencia, deceased, et al	S/2 of Lts 5&6, Bk 6, Government Heights to Bauer Addn	608 NW 5 th
T-5343	Howard County, et al vs. David Young	Lt 4, Bk 112, Original Town of Big Spring	105 NE 3rd
T-5376	Howard County, et al vs. Alonzo Mata Hilario and Christina Perez	A tract of land out of the SE/4 of Sec. 42, Blk 32, T-1-N, Tr. 22, William B. Currie Addn.	203 NE 8th
T-5817	Howard County, et al vs. Deborah Carol Hanson	Lt 2, Bk 5, Piner Heights Addn.	1405 Stadium

T-5855	Howard County, et al vs. Thoai Van Quach and Quyen Le Quach	All of Lt 6, Bk 34, Cole & Strayhorn Addn.	1110 E. 14th
T-5911	Howard County, et al vs. Walter B. Fields	Lt 5, Bk 1, Buckner Place Addn.	1409 Lincoln
T-5959	Howard County, et al vs. John T. Fierro and Delma Fierro	A tract of land out of Sc 5, Bk 32, T1S, Howard County, Texas	1002 E. 19 th
T-5977	Howard County, et al vs. Lucy Elizabeth Jones	Lt 1, Bk 19, Jones Valley Addn	1111 W. 3rd
T-5996	Howard County, et al vs. Richard H. Hernandez Martinez	Lt 9, Bk 23, Cole & Strayhorn Addn.	n/a
T-6003	Howard County, et al vs. Mark Lee Smith, Leanne Smith and Ashley Smith	Lt 25, Bk 1, Bates Addn., City of Coahoma	912 Culp Addn. (Coahoma)
T-6036	Howard County, et al vs. Carmen Chavarria	Lt 10, Bk 12, Boydston Addn	205 Benton
T-6042	Howard County, et al vs. Nan M. Ivie	Lt 13, Bk 3, Mittel Acres Addn	1901 Mittel
T-6079	Howard County, et al vs. Erika Arias Zapata	Lt 5, Bk 1, Manning Addn; SAVE & EXCEPT S/10"	1707 Young
T-6169	Howard County, et al vs. Linda Gail Hall aka Linda G. Hall aka Linda Hall	Lt 26, Bk 4, Hall Addn.	1410 E. 4 th

Said sale to be made by me to satisfy the judgment(s) rendered in the above styled and numbered cause(s), together with interest, penalties and costs of suit, and the proceeds of said sales to be applied to the satisfaction thereof, and the remainder, if any, to be applied as the law directs.

Witness my hand this ____ day of _____, 2013.

SHERIFF OF HOWARD COUNTY, TEXAS

BY: _____
Deputy

GENERAL INFORMATION

THE FOLLOWING IS IMPORTANT INFORMATION REGARDING THE TRUSTEE PROPERTIES OFFERED AT AUCTION. YOU MUST CAREFULLY READ THIS INFORMATION AND EVALUATE THESE FACTS IN LIGHT OF YOUR ANTICIPATED USE OF THE PROPERTY

THE PROPERTIES WILL BE OFFERED AT PUBLIC AUCTION TO THE HIGHEST BIDDER, WITHOUT RESERVATION; PURCHASERS MUST PAY FOR PROPERTY WITH CASH OR A CHECK MADE PAYABLE MOUTON & MOUTON, TRUST ACCOUNT, IMMEDIATELY UPON CONCLUSION OF THE AUCTION.

RECORDING FEES WILL BE ADDED TO THE BID PRICE AND COLLECTED FOR EACH PROPERTY AT THE TIME OF THE SALE.

A 10% AUCTIONEER FEE WILL BE ADDED TO THE SALE PRICE OF EACH PROPERTY

PURCHASERS WILL BE RESPONSIBLE FOR PAYMENT OF 2012 TAXES AND ALL TAXES ASSESSED THEREAFTER; PLEASE CONTACT TAX ASSESSOR COLLECTOR FOR AMOUNTS DUE FOR 2012

VALUES SHOWN ARE VALUES ASSESSED BY THE HOWARD COUNTY APPRAISAL DISTRICT

PROPERTY ADDRESSES SHOWN ARE NOT GUARANTEED, PROSPECTIVE BUYERS SHOULD SATISFY THEMSELVES AS TO THE ACTUAL LOCATION OF THE PROPERTY

PROSPECTIVE BUYERS SHOULD CHECK TITLE RECORDS FOR METES AND BOUNDS DESCRIPTIONS OF PROPERTY AND TO DETERMINE STATUS OF TITLE

PURCHASERS AT THIS SALE WILL RECEIVE A DEED TO THE PROPERTY "AS IS", "WITHOUT WARRANTY OF TITLE"

EACH PROPERTY IS SUBJECT TO ANY RIGHT OF REDEMPTION PURSUANT TO VTCA PROPERTY TAX CODE § 34.21.

VIEW PROPERTIES AT SPRING CITY AUCTION @ buytaxproperty.com

**DREW MOUTON
MOUTON & MOUTON, P.C.
Attorneys at Law**

**200 West Third Street; P. O. Box 1030
Big Spring, TX 79721-1030**

Contact: Roylyn Welch, Legal Assistant: Telephone (432) 264-7465

ATTORNEY FOR THE HOWARD COUNTY TAXING ENTITIES (with the exception of Coahoma ISD)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 025-2012 WHICH ORDINANCE ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2013; PROVIDING FOR INCREASING THE GENERAL FUND BUDGET FOR THE PURPOSE OF PURCHASING A FRONT-END LOADER FOR THE LANDFILL DEPARTMENT; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual budget for the City of Big Spring, Texas on September 25, 2012; and

WHEREAS, funding for purchase of a Front-End Loader was not included in such budget, and is necessary for the efficient operation of the Landfill Department;

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

SECTION 1. Enacted.

THAT, the General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2012 and ending September 30, 2013 is hereby increased by the amount of \$49,000 for the purpose of purchasing a 524K John Deere Front-End Loader for the Landfill Department.

SECTION 2: Continuing effect.

The remaining portions of Ordinance Number 025-2012 shall remain in full force and effect.

SECTION 3: Repeal.

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

SECTION 4. Publication.

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

SECTION 5. Effective Date.

This ordinance shall be in force and effect 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 14th day of May, 2013, with all members present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 28th day of May, 2013, with all members present voting “aye” for the passage of same.

CITY OF BIG SPRING

Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

BOLINGER, SEGARS, GILBERT & MOSS, L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS

PHONE: (806) 747-3806

FAX: (806) 747-3815

8215 NASHVILLE AVENUE

LUBBOCK, TEXAS 79423-1954

March 6, 2013

City of Big Spring
310 Nolan Street
Big Spring, TX 79720-2657

We are pleased to confirm our understanding of the services we are to provide for City of Big Spring for the year ended September 30, 2013.

We will audit the financial statements of City of Big Spring as of and for the year ended September 30, 2013. Also, the following supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole: See attachment A.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and will include tests of the accounting records of City of Big Spring and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of the board of directors, management, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and

related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of City of Big Spring and the respective changes in financial position and cash flows, where applicable, in conformity with accounting principles generally accepted in the United States of America. You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud, or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Big Spring's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Audit Administration, Fees, and Other

The audit documentation for this engagement is the property of Bolinger, Segars, Gilbert & Moss, L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any request. If requested, access to the audit documentation

documentation will be provided under the supervision of Bolinger, Segars, Gilbert & Moss, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Robert Beam is the engagement partner and is responsible for supervising the engagement and signing the report, and whom any complaints or disputes should be directed.

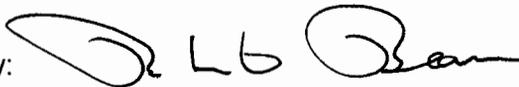
We estimate that our fee for these services will be \$35,000 including travel and other out-of-pocket costs such as report reproduction, word processing, postage, travel, copies, telephone, etc. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this letter.

We appreciate the opportunity to be of service to City of Big Spring and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

BOLINGER, SEGARS, GILBERT & MOSS, L.L.P.

By: 

RESPONSE:

This letter correctly sets forth the understanding of City of Big Spring.

By: _____

Title: _____

Date: _____

Attachment A (Continued)

REQUIRED SUPPLEMENTARY INFORMATION

- Schedule of Funding Progress for the Retirement Plan for the Employees of the City
- Budgetary Comparison Schedule – General Fund
- Budgetary Comparison Schedule – Correctional Center
- Notes to Required Supplementary Information

SUPPLEMENTARY INFORMATION

Combining Statements and Budgetary Comparison Schedules as Supplementary Information:

- Combining Balance Sheet – Nonmajor Governmental Funds
- Combining Statement of Revenues, Expenditures, and Changes in Fund Balances–Nonmajor Governmental Funds

Special Revenue Funds:

- Combining Balance Sheet – Nonmajor Special Revenue Funds
- Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Special Revenue Funds

Budgetary Comparison Schedules for Special Revenue Funds:

- Hotel/Motel Occupancy Tax Fund
- Economic Development
- Employee's College Education Fund
- Municipal Court Security Fund
- RSVP Fund
- Narcotics Task Force
- Cemetery Fund
- Senior Center
- Correctional Center Fund

Budgetary Comparison Schedules for Debt Service Funds:

- 2007 G.O. Bonds
- 2007 C.O. Bonds
- 2010 C.O. Bonds

Budgetary Comparison Schedules for Capital Project Funds:

- Capital Replacement Fund
- 2010 C.O. Water Park
- Law Enforcement

Budgetary Comparison Schedule for Permanent Fund:

- Cemetery Permanent Care Fund

Budgetary Comparison Schedules for Enterprise Funds:

- Water and Sewer Fund
- Airport/Industrial Park
- Emergency Medical Services Fund

Internal Service Funds:

- Combining Statement of Net Assets
- Combining Statement of Revenues, Expenses, and Changes in Fund Net Assets
- Combining Statement of Cash Flows

Attachment A (Concluded)

Budgetary Comparison Schedules for Internal Service Funds:

- Garage Fund
- Health Insurance Fund
- Occupational Accident Insurance Fund

STATISTICAL SECTION (Unaudited)

- Statistical Section Contents
- Net Assets by Component
- Expenses, Program Revenues, and Net (Expense) Revenue
- General Revenues and Total Change in Net Assets
- Fund Balances of Governmental Funds
- Changes in Fund Balances of Governmental Funds
- Tax Revenues by Sources, Governmental Funds
- Direct and Overlapping Sales Tax Rates
- Assessed Value and Estimated Actual Value of Taxable Property
- Principal Property Taxpayers
- Property Tax Levies and Collections
- Sales Tax Revenue Payers by Industry
- Ratios of Outstanding Debt by Type
- Ratios of General Bonded Debt Outstanding
- Direct and Overlapping Governmental Activities Debt
- Legal Debt Margin Information
- Demographic and Economic Statistics
- Principal Employers
- Full-Time-Equivalent City Government Employees by Function/Program
- Operating Indicators by Function/Program
- Capital Assets Statistics by Function/Program

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Big Spring ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Big Spring, Barracks Building Abatement project ("Project"), as described in the Project Information section of Consultant's Proposal dated 04/09/2013 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will notify Client of any subcontractors utilized and will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon thirty (30) days' written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee so long as Consultant notifies Client in advance of any work affected by such changed conditions and gets Client's prior written approval.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all undisputed and unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Client may provide copies of reports prepared by Consultant to third parties, including the Client's agents and contractors, but doing so shall be for informational purposes only and shall not constitute a grant of reliance. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE WHICHEVER IS HIGHER, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance must be provided to Client before work begins. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, Independent, and reputable engineer, architect, or geologist that Consultant has violated

the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas law.

- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 14. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By: _____ Date: **5/10/2013**
Name/Title: **S. James Mills / Project Manager I-
Professional**
Address: **5827 50th St. Suite 1
Lubbock, TX 79424**
Phone: **(806) 300-0140** Fax: **(806) 797-0947**
Email: **sjmills@terracon.com**

Client: **City of Big Spring**
By: _____ Date: _____
Name/Title: **Todd Darden, Interim City Manager**
Address: **310 Nolan St.
Big Spring, TX 79720**
Phone: **(432) 264-2401** Fax: **(432) 263-8310**
Email: **tdarden@mybigspring.com**

Reference Number: PAR130027

**AGREEMENT BETWEEN THE CITY OF BIG SPRING
AND VANCO INSULATION, INC.
FOR ASBESTOS ABATEMENT**

This Agreement is entered into as of the effective date set forth below, between the City of Big Spring, a Texas home-rule municipality, (hereinafter, "City") and Vanco Insulation, Inc., (hereinafter "Contractor") for Contractor to provide services for the City as set forth below and in the exhibits to this Agreement, which are attached hereto and incorporated herein as if set forth in full.

Section 1. Work to be Performed. Contractor shall perform all work described in the Bid Documents which are attached hereto as Exhibit A and incorporated herein by reference for all purposes. The Bid Documents include, but are not limited to, the Invitation to Bid issued by the City, the Instructions to Bidders and any Supplementary Instructions to Bidders, the Contractor's Bid Form, and the Specifications for the project. All work shall be performed in strict compliance with this Agreement.

Section 2. Consideration. Contractor shall perform such work for the total amount or, if applicable for the unit prices set forth in Contractor's Bid.

Section 3. Term. The term of this Agreement shall be for a period of one year commencing on the effective date, unless sooner terminated as provided herein.

Section 4. Termination. City may terminate this Agreement at will for no reason upon giving thirty (30) days written notice to the Contractor. The parties to this Agreement understand and agree that it is in the City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to Contractor. The Contractor has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of Agreement becoming effective.

Section 5. Contractor's Duties. By way of expansion and not limitation to any other terms described in this Agreement, Contractor shall be responsible for the following:

5.1 Unless otherwise stipulated in this Agreement, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by this Agreement. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

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

5.3 Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations. The Contractor shall indemnify and hold harmless and defend the owner and all of the owner's officers, agents, councilmembers and employees from all suits, actions, claims, damages, personal injuries, losses, property damage and expenses of any character whatsoever, including attorney's fees, brought for or on account of any injuries or damages received or sustained by any person or persons or property, on account of any negligent act of the Contractor, its agents or employees, or any subcontractor, in the execution, supervision and operations growing out of or in any way connected with the performance of this contract, and contractor will be required to pay any judgment with costs which may be obtained against the owner or any of its officers, agents or employees, including attorneys' fees.

Section 6. Insurance and Indemnification. See insurance and indemnification clauses attached as Exhibit B and incorporated herein for all purposes.

Section 7. Inspections. City's representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. City's representative will not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. City's representative will not be responsible for Contractor's failure to perform the work in accordance with the contract.

Section 8. Independent contractor. In Contractor's performance under this Agreement, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the City.

Section 9. Entire contract. This Agreement and the Exhibits referenced herein or attached hereto constitute the entire Agreement between the parties and may not be waived or modified except by written agreement between the parties.

Section 10. Assignment. This Agreement and any rights, duties and obligations hereunder may not be assigned without the prior written consent of all of the parties hereto and in the event of an attempted assignment by one party to this

Agreement without the express prior written consent of all other parties, such attempted assignment shall be void and without effect.

Section 11. Binding effect. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, and their respective successors, employees, legal representatives, and permitted assigns, and no other person shall have any legal or equitable rights, remedies, or claims under or in respect of or by virtue of this Agreement or any provision herein contained.

Section 12. Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision. This Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Section 13. Choice of Law/Venue. This Agreement is governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under, or arising out of this Agreement shall be in Howard County, Texas.

Section 14. Remedies. The remedies provided to the parties by this Agreement are not exclusive or exhaustive, but are cumulative of each other and in addition to any other remedies the parties may have.

Section 15. Attorneys' Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled as allowed by Texas Local Government Code Section 271.159.

Section 16. Notices. All notices contemplated and/or required herein shall be in writing and shall be delivered in person or sent via certified mail, return receipt requested, unless specifically provided otherwise.

Notices to Contractor shall be sent to:

Coy Crow
Vanco Insulation, Inc.
5804 S. Fm. Rd. 1788
Midland, TX 79706

Notices to City shall be sent to:

Todd Darden, Interim City Manager
310 Nolan St.
Big Spring, TX 79720

With a copy to:
City Attorney
310 Nolan
Big Spring, TX 79720

Executed to be effective as of the last date set forth below.

VANCO INSULATION, INC.

CITY OF BIG SPRING

By: _____

Todd Darden, Interim City Manager

Name: _____

Title: _____

Attest:

Date: _____

Tami Davis, Asst. City Secretary

Corporate Acknowledgment:

STATE OF TEXAS §
 §
COUNTY OF HOWARD §

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

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

Notary Public, State of Texas

Exhibit “A”

EXHIBIT B

1. General Indemnification

Contractor agrees to indemnify defend, and hold City, its councilmembers, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by any person or persons, including agents or employees of Contractor or City, by reason of death or injury to persons, or loss or damage to property, resulting from or arising out of, the violation of any law or regulation or in any manner attributable to any act of commission, omission, negligence or fault of its agents or employees, or the joint negligence of any other entity, as a consequence of its execution or performance of this Agreement or sustained in or upon the premises, or as a result of anything claimed to be done or admitted to be done by Contractor hereunder. This indemnification shall survive the term of this Agreement as long as any liability could be asserted. Nothing herein shall require Contractor to indemnify, defend or hold harmless any indemnified party for the indemnified party's own gross negligence or willful misconduct.

2. General Insurance Conditions

The following conditions shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Agreement.

2.1. Satisfactory Companies

Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

2.2. Named Insureds & Loss Payable Endorsements

All insurance policies required herein shall be drawn in the name of Contractor, with City, its councilmembers, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds. For Fire and Extended Coverage on buildings and improvements, all policies shall have loss payable endorsements for both Parties according to their respective interests.

2.3. Waiver of Subrogation

Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its councilmembers, board and commission members, officials, agents, guests, invitees, consultants and employees.

2.4. Certificates of Insurance

At or before the time of execution of this Agreement, Contractor shall furnish City's Finance Director with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days of advance notice in writing of cancellation, non-renewal or material change in the policy, of insurance. In addition, Contractor and insurance company shall immediately provide written notice to City's Finance Director upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Finance Director at City Hall, 310 Nolan St., Big Spring, TX 79720.

2.5. Contractor's Liability

The procurement of such policy of insurance shall not be construed to be a limitation upon Contractor's liability or as a full performance on its part of the indemnification provisions of this Agreement. Contractor's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.

3. Types and Amounts of Insurance Required

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

3.1 Commercial General Liability

This policy shall be a comprehensive occurrence-type policy and shall protect the Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Contractor's employees) and damage to property of the City or others arising out of the act of omission of the Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Agreement entitled "Indemnification", including lease liability, completed operations, products, liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment).

Coverage shall be as follows:

\$2,000,000.00 General Aggregate

\$1,000,000.00 Each Occurrence

3.2 Automobile Liability

This coverage shall protect Contractor and the additional insureds, against all claims for injury or property damage associated with use of automobiles, and shall cover all automobiles owned, or otherwise that shall be used by Contractor and any of its employees, agents, subcontractors or assigns on City property in connection with the Agreement.

Bodily Injury:	\$100,000	Each Person
	\$200,000	Each Occurrence
Property Damage	\$200,000	Each Occurrence

3.3 Workers' Compensation Coverage:

State statutory limits

3.4. Environmental Comprehensive and Liability Coverage

This policy shall protect Lessee and the additional insureds, against all claims for environmental injury or damage arising out of Lessee's use of the Leased premises during the term of the Lease or any extension term, and shall, include but not be limited to coverage for any claim under CERCLA, or any and all other state or federal environmental law.

\$1,000,000.00 Per Occurrence

\$5,000,000.00 Aggregate

City of Big Spring Investment Report Quarter Ending March 31, 2013

	Market Value <u>12/31/12</u>	Quarterly Interest <u>Income</u>	Net Additions/ <u>Decreases</u>	Market Value <u>3/31/13</u>
<u>TexPool Funds</u>				
Utility Escrow	-	-	-	-
Airpark	496,247.06	121.20	-	496,368.26
Landfill Closure	2,252,102.49	550.40	-	2,252,652.89
Operating Account	1,729,789.81	422.75	-	1,730,212.56
Cemetery	350,763.01	85.78	-	350,848.79
Health Insurance	-	-	-	-
Total TexPool	\$ 4,828,902.37	\$ 1,180.13	\$ -	\$ 4,830,082.50
<u>TexSTAR Funds</u>				
Certificates of Obligation	-	-	-	-
Certificates of Obligation 2012	\$ 11,807,533.12	\$ 3,136.38	\$ -	\$ 11,810,669.50
Total TexSTAR	\$ 11,807,533.12	\$ 3,136.38	\$ -	\$ 11,810,669.50
Total Funds in Pools	\$ 16,636,435.49	\$ 4,316.51	\$ -	\$ 16,640,752.00

**City of Big Spring
Investment Report
Quarter Ending March 31, 2013**

	<u>Value</u> <u>12/31/12</u>	<u>Quarterly</u> <u>Interest</u> <u>Income</u>	<u>Net Additions/</u> <u>Decreases</u>	<u>Value</u> <u>3/31/13</u>
Western Bank-				
Maturity 3/31/2013	\$ 100,819.10	\$ 111.77	\$ -	\$ 100,930.87
Maturity 9/30/2013	131,259.96	210.42	-	131,470.38
Total Western Bank	\$ 232,079.06	\$ 322.19	\$ -	\$ 232,401.25
Lone Star State Bank				
Maturity 3/31/2013	\$ 100,552.19	\$ 74.31	\$ -	\$ 100,626.50
Maturity 9/30/2013	131,143.41	161.39	-	131,304.80
Total Lone Star Bank	\$ 231,695.60	\$ 235.70	\$ -	\$ 231,931.30
BBVA Compass				
Money Market - 2521127867	\$ 5,509,090.57	\$ 2,714.68	\$ -	\$ 5,511,805.25
Total BBVA Compass	\$ 5,509,090.57	\$ 2,714.68	\$ -	\$ 5,511,805.25
Total Investments	\$ 22,609,300.72	\$ 7,589.08	\$ -	\$ 22,616,889.80

**City of Big Spring
Monthly Interest Rates
Quarter Ending March 31, 2013**

	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>Average</u>
TexPool Funds	0.1000%	0.0900%	0.1000%	0.0969%
TexSTAR Funds	0.1103%	0.0996%	0.1125%	0.1099%
Western Bank 6 month CD				0.4500%
12 month CD				0.6500%
Lone Star State Bank 6 month CD				0.2997%
12 month CD				0.4991%
BBVA Compass Money Market				0.2000%

Prepared by: 
 Peggy Walker - Finance Director/Interim Asst. City Manager

 Todd Darden - Interim City Manager