

# CITY COUNCIL AGENDA

City of Big Spring  
Tuesday, June 12, 2012

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, June 12, 2012, at 5:30 p.m. in the City Council Chambers located at 307 East 4<sup>th</sup> 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 May 22, 2012 and Special Session of May 29, 2012 4-12 Davis

## Consent Items

4. Final 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 13-30 Walker
5. Final Reading of a Resolution Authorizing Continued Participation with the Atmos Cities Steering Committee; and Authorizing the Payment of Five Cents Per Capita to the Atmos Cities Steering Committee to Fund Regulatory and Related Activities Related to Atmos Energy Corporation 31-32 Walker
6. Final Reading of an Ordinance Amending Chapter Eighteen of the Big Spring Code of Ordinances entitled "Traffic" by Amending Article Five Section 18-149 entitled "Specific Parking, Standing, Stopping and Street Closing Provisions" by Adding a new Subsection (l) in Order to Provide Two Fifteen Minute Pet Loading and Unloading Zones at 215 S. Main Street; Providing for Severability; Providing for Publication and Providing an Effective Date 33-34 Sjogren

- |    |   |       |        |
|----|---|-------|--------|
| 7. | Acceptance of Convention and Visitors Bureau Committee Minutes for Meeting of April 4, 2012             | 35-37 | Walker |
| 8. | Acceptance of McMahon-Wrinkle Airport Development Board Minutes for Meeting of April 19, 2012           | 38-39 | Little |
| 9. | Acceptance of Howard County Appraisal District Board of Directors Minutes for Meeting of April 11, 2012 | 40-41 | Walker |

**Routine Business**

- |     |                                     |          |
|-----|-------------------------------------|----------|
| 10. | Vouchers for 05/24/12 \$ 186,544.77 | McDonald |
|     | Vouchers for 05/31/12 \$ 733,237.16 |          |
|     | Vouchers for 06/07/12 \$ 594,611.85 |          |

**Bids**

- |     |  |       |        |
|-----|--|-------|--------|
| 11. | Award Bid to CSA Construction, Inc. for Wastewater Treatment Plant Filters and Aeration Improvements as Part of the 2012 Wastewater Treatment Plant Improvement Project and Authorizing the Mayor to Execute Any Necessary Documents | 42-47 | Darden |
| 12. | Award Bid to BBVA Compass Bank for Depository Services and Authorizing the Mayor to Execute Any Necessary Documents  | 48-50 | Walker |

**New Business**

- |     |  |       |        |
|-----|--|-------|--------|
| 13. | First Reading of a Resolution Authorizing Continued Participation with the Steering Committee of Cities Served by Oncor; and Authorizing the Payment of Ten Cents per Capita to the Steering Committee to Fund Regulatory and Related Activities Related to Oncor Electric Delivery Company L.L.C. | 51-52 | Walker |
| 14. | Approval of a Professional Services Agreement with Parkhill, Smith & Cooper, Inc., for the Fuel Farm at McMahon-Wrinkle Airpark and Authorizing the City Manager or His Designee to Execute Any Necessary Documents  | 53-58 | Little |
| 15. | Approval of an Interlocal Agreement between City of Big Spring and City of Midland, Texas for the City of Big Spring to Purchase Utility Equipment from the City of Midland  |       | Darden |
| 16. | Appointment of Councilmember to Convention and Visitors Bureau Committee Board   |       | Fuqua  |

**City Manager's Report**

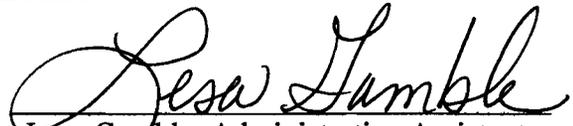
17.

**Council Input**

18. Input Duncan

19. Adjourn Duncan

I hereby certify that this agenda was posted on the official bulletin boards at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on Friday, June 8, 2012 at 4:30 p.m. In addition this agenda and supporting documents are posted on the City of Big Spring's website, www.mybigspring.com in accordance with legal requirements.

  
\_\_\_\_\_  
Lesa Gamble, Administrative Assistant

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

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

June \_\_\_\_\_, 2012 at \_\_\_\_\_ a.m./p.m.

By: \_\_\_\_\_  
City Secretary's Office

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

The City Council of the City of Big Spring, Texas, met in a regular meeting in the City Council Chambers located at 307 E. 4<sup>th</sup>, Big Spring, Texas, at 5:30 p.m., May 22, 2012, with the following members present:

TOMMY DUNCAN	Mayor
CRAIG OLSON	Mayor Pro Tem
MARCUS FERNANDEZ	Councilmember
GLEN CARRIGAN	Councilmember
MANUEL RAMIREZ	Councilmember (Outgoing)
CARMEN HARBOUR	Councilmember (Incoming)
GLORIA MCDONALD	Councilmember (Outgoing)
BOBBY MCDONALD	Councilmember (Incoming)
TERRY HANSEN	Councilmember (Outgoing)
MARVIN BOYD	Councilmember (Incoming)

Same and constituting a quorum; and

GARY FUQUA	City Manager
TODD DARDEN	Assistant City Manager
LINDA SJOGREN	City Attorney
PEGGY WALKER	Finance Director/City Secretary
JOHN MEDINA	Human Resources Director
LONNIE SMITH	Police Chief
RICH GROVE	Interim Fire Chief
JIM LITTLE	Airport Director
TIM GREEN	Municipal Court Judge

## **PRESENTATIONS & PUBLIC HEARINGS**

### **INVOCATION & PLEDGE OF ALLEGIANCE**

T. J. Lipham, Trinity Baptist Church, gave the invocation and Mayor Duncan led the Pledge of Allegiance to the American and State Flags.

### **PRESENTATION OF “STAR EMPLOYEE AWARD”**

Mayor Duncan and Gary Fuqua, City Manager, presented a “Star Employee Award” for May, 2012 to Lieutenant Lance Telchik, Big Spring Police Department.

## **DISPOSITION OF MINUTES**

### **MINUTES OF THE REGULAR MEETING OF MAY 8, 2012**

Motion was made by Councilmember McDonald, seconded by Councilmember Fernandez, with all members of the Council voting "aye" approving the minutes of the regular meeting of May 8, 2012.

## **CONSENT ITEMS**

**FINAL READING OF AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 6, ARTICLE 11 ENTITLED "BIG SPRING FAMILY AQUATIC CENTER" BY ESTABLISHING FEES FOR PRIVATE RENTALS OF THE CENTER; AMENDING HOURS OF OPERATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE**

Linda Sjogren, City Attorney, explained that a deposit was added to the private rental reservations since the first reading. Motion was made by Councilmember Hansen, seconded by Councilmember Carrigan, with all members of the Council voting "aye" approving the above listed ordinance, as amended.

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

**FINAL READING OF AN ORDINANCE AMENDING CHAPTER EIGHTEEN OF THE CODE OF ORDINANCES ENTITLED "TRAFFIC" BY AMENDING ARTICLE FIVE ENTITLED "STOPPING, STANDING AND PARKING," SECTION 18-149 ENTITLED "SPECIFIC PARKING, STANDING, STOPPING AND STREET CLOSING PROVISIONS" BY AMENDING SUBSECTION (D) IN ORDER TO DELETE THE RIGHT TURN ONLY DESIGNATION AT WEST 18<sup>TH</sup> STREET AND SOUTH LANCASTER STREET; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE**

Motion was made by Councilmember Fernandez, seconded by Mayor Pro Tem Olson, with all members of the Council voting "aye" approving the above listed resolution and ordinances.

## **ROUTINE BUSINESS**

### **VOUCHERS**

Councilmember Carrigan reviewed vouchers. Motion was made by Councilmember Carrigan, seconded by Councilmember Ramirez, with all members of the Council voting “aye” approving vouchers in the amount of \$558,408.64 (05/10/12) and \$1,067,010.27 (05/17/12).

### **NEW BUSINESS**

**EMERGENCY READING OF AN ORDINANCE CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A GENERAL ELECTION FOR CITY COUNCILMEMBER DISTRICT 4 AND CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A SPECIAL ELECTION FOR THE AUTHORIZATION OF A 4B PROJECT HELD ON MAY 12, 2012**

Mayor Duncan and the Councilmembers looked over the results of the general election and the special election in which the results were as follows: City Councilmember District 4 – Bobby McDonald with 232 votes and Loretta Farquhar with 219 votes. 4B Proposition was “For” received 1,182 votes and “Against” received 471 votes.

Motion was made by Councilmember Fernandez, seconded by Councilmember McDonald, with all members of the Council voting “aye” approving an emergency reading of an ordinance canvassing the returns and declaring the results of a general election for City Councilmember District 4 and canvassing the returns and declaring the results of a special election for the authorization of a 4B Project held on May 12, 2012.

### **PRESENTATION OF APPRECIATION PLAQUES TO OUTGOING COUNCILMEMBERS**

Gary Fuqua, City Manager, presented appreciation plaques to Councilmember Ramirez, Councilmember McDonald and Councilmember Hansen. Mr. Fuqua thanked each one for the dedication and service to the citizens during their terms of office.

### **ADMINISTER OATH OF OFFICE TO DULY ELECTED COUNCIL MEMBERS**

Peggy Walker, City Secretary, administered the oath of office to duly elected City Councilmember District 2, Carmen Harbour, City Councilmember District 4, Bobby McDonald and City Councilmember District 6, Marvin Boyd.

### **ELECTION OF MAYOR PRO TEM**

Councilmember Boyd nominated Craig Olson for Mayor Pro Tem. Motion was made by Councilmember Boyd, seconded by Councilmember Carrigan, with all members of the Council voting “aye” electing Craig Olson as Mayor Pro Tem.

FIRST READING OF A RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

Motion was made by Councilmember Fernandez, seconded by Councilmember Carrigan, with all members of the Council voting "aye" approving first reading of a resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation; and resolving other matters relating to the subject.

EMERGENCY READING OF A RESOLUTION AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE COMMUNITY SERVICES CONTRACTS AND OTHER NECESSARY DOCUMENTS WITH THE TEXAS DEPARTMENT OF AGING AND DISABILITY SERVICES FOR THE SENIOR CENTER

Motion was made by Councilmember Boyd, seconded by Councilmember Carrigan, with all members of the Council voting "aye" approving an emergency reading of a resolution authorizing the Mayor to negotiate and execute Community Services Contracts and other necessary documents with the Texas Department of Aging and Disability Services for the Senior Center.

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

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Boyd, with all members of the Council voting "aye" approving first reading of a resolution authorizing the June 23, 2012 auction of Howard County Trustee Properties to the highest bidder for cash, without reservation; and providing an effective date.

FIRST READING OF A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

Motion was made by Councilmember Fernandez, seconded by Councilmember Carrigan, with all members of the Council voting "aye" approving first reading of a resolution authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

FIRST READING OF AN ORDINANCE AMENDING CHAPTER EIGHTEEN OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "TRAFFIC" BY AMENDING ARTICLE FIVE SECTION 18-149 ENTITLED "SPECIFIC PARKING, STANDING, STOPPING AND STREET CLOSING PROVISIONS" BY ADDING A NEW SUBSECTION (I) IN ORDER TO PROVIDE TWO FIFTEEN MINUTE PET LOADING AND UNLOADING ZONES AT 215 S.

**MAIN STREET; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE**

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving first reading of an ordinance amending Chapter Eighteen of the Big Spring Code of Ordinances entitled “Traffic” by amending Article Five Section 18-149 entitled “Specific Parking, Standing, Stopping and Street Closing Provisions” by adding a new Subsection (1) in order to provide two fifteen minute pet loading and unloading zones at 215 S. Main Street; providing for severability; providing for publication and providing an effective date.

**DISCUSSION AND CONSIDERATION OF PREVIOUS APPROVAL OF PERFORMANCE AGREEMENT BETWEEN BIG SPRING ECONOMIC DEVELOPMENT CORPORATION AND BOYCE GALVANIZING LLC**

Linda Sjogren, City Attorney, recommended that the previous performance agreement between Big Spring Economic Development Corporation and Boyce Galvanizing LLC be rescinded due to a lapse in time and agreed that changes will be made and a new agreement will be brought back to the Council at a later date. Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Boyd to rescind the previous approval of a performance agreement between Big Spring Economic Development Corporation and Boyce Galvanizing LLC with a new agreement to be brought back at a later date.

**ACCEPTANCE OF BIG SPRING ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MINUTES FOR REGULAR MEETING OF APRIL 17, 2012**

Motion was made by Councilmember Harbour, seconded by Councilmember Boyd, with all members of the Council voting “aye” approving the Big Spring Economic Development Corporation Board of Directors minutes for regular meeting of April 17, 2012.

**CITY MANAGER’S REPORT**

Gary Fuqua, City Manager, reminded Council of the budget planning work session on May 29<sup>th</sup> at 5:30 p.m.

Mr. Fuqua welcomed the new Councilmembers and also introduced Johnny Womack as the new Environmental Services Assistant Director and Kenny Davis as the new Public Services Assistant Director.

**COUNCIL INPUT**

Mayor Duncan thanked the voters for voting on the 4B proposition and announced to the citizens that he is committed to keeping rates and taxes low in the upcoming budget for the City.

Councilmember Fernandez expressed some concerns about the cemetery and asked to meet with the staff.

Councilmember Carrigan thanked the staff for answering any questions or concerns he has had.

Mayor Pro Tem Olson welcomed new councilmembers.

**ADJOURN**

Motion was made by Councilmember Fernandez, seconded by Councilmember Boyd, with all members of the Council voting “aye” to adjourn at 6:20 p.m.

CITY OF BIG SPRING, TEXAS

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Tommy Duncan, Mayor

ATTEST:

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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. 4<sup>th</sup>, Big Spring, Texas, at 5:30 p.m., May 29, 2012, 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

GARY FUQUA	City Manager
TODD DARDEN	Assistant City Manager
LINDA SJOGREN	City Attorney
PEGGY WALKER	Finance Director/City Secretary
JOHN MEDINA	Human Resources Director
LONNIE SMITH	Police Chief
RICH GROVE	Interim Fire Chief
JIM LITTLE	Airport Director
TIM GREEN	Municipal Court Judge

## **PRESENTATIONS & PUBLIC HEARINGS**

### **INVOCATION & PLEDGE OF ALLEGIANCE**

Christina Segundo, Family Faith Victory Church, gave the invocation and Mayor Duncan led the Pledge of Allegiance to the American and State Flags.

### **CONSENT ITEMS**

**FINAL READING OF A RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT**

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving the above listed resolution.

## **NEW BUSINESS**

### **CONSIDERATION OF A LANDLORD'S RELEASE AND CONSENT/LIEN SUBORDINATION FOR INDUSTRIAL PARK LEASE TO CERAM-KOTE COATINGS, INC. AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS**

Motion was made by Councilmember Boyd, seconded by Councilmember Carrigan, with all members of the Council voting "aye" approving Landlord's release and consent/lien subordination for Industrial Park Lease to Ceram-Kote Coatings, Inc. and authorizing the City Manager or his designee to execute any necessary documents.

### **OVERVIEW OF CURRENT CITY PROJECTS**

Gary Fuqua, City Manager, gave a power point presentation on some current city projects.

### **DISCUSSION OF PRIORITIES AND GOALS FOR 2012-2013 ANNUAL BUDGET**

Each Councilmember gave ideas of what they would like to see for the 2012-2013 annual budget which are listed as follows;

Councilmember McDonald expressed concerns for some trees at the city park and asked that we look at some trees and plants that require less water.

Mayor Pro Tem Olson asked to cut at least 2¢ off the tax rate for next year and to work on our infrastructure.

Councilmember Boyd had no comment at this time.

Councilmember Fernandez would like to see repairs done to some alleys, improve on trash pickups, look for more grants and provide raises to employees.

Councilmember Harbour would like lower tax rates and continued water line repairs.

Councilmember Carrigan would like to look at ways to save on fuel prices and improve the infrastructure.

Mayor Duncan would like to manage the budget at the lowest cost to the citizens, cut tax rates, improve the infrastructure and provide raises for employees.

## **COUNCIL INPUT**

Mayor Duncan thanked citizens for participating in Memorial Day events.

**ADJOURN**

Motion was made by Councilmember Fernandez, seconded by Councilmember Fernandez, with all members of the Council voting “aye” to adjourn at 6:40 p.m.

CITY OF BIG SPRING, TEXAS

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Tommy Duncan, Mayor

ATTEST:

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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 5<sup>th</sup> day of June, 2012, 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 23<sup>rd</sup> day of June, 2012, 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 22<sup>nd</sup> day of May, 2012, 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 12<sup>th</sup> day of June, 2012, with all members of the Council voting “aye” for the passage of same.

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Tommy Duncan, Mayor

ATTEST:

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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 \_\_\_\_\_, 2012, at 10:00 a.m., levy upon and will proceed to sell for cash to the highest bidder at public auction on the 5<sup>th</sup> day of June, 2012, 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. 6080

HOWARD COUNTY, ET AL VS JOSEPHINE BAEZA

EXHIBIT NO. DEFENDANT NAME	PROPERTY DESCRIPTION	ADDRESS
No. 1 Josephine Baeza	Lt 11, Bk 11, Government Heights to Bauer Addn	402 Father Delaney
No. 2 Addie Cherry Baird, et al	Lt 1, Bk 2, Rosemont Addn	106 Channing
No.3 Natividad Barela	Lt 2, Bk 1, Denton Addn	609 N. San Antonio
No. 4 Lunnie Coleman	Lt 5 and E/20' of Lt 6, Bk H, Moore Heights Addn	1009 NW 3 <sup>rd</sup>
No. 5 Oscar R. Del Bosque and Ester Del Bosque	Lts 1& 2, Bk 13, Boydston Addn	200 State
No. 6 Federal Housing Com. of Washington D.C.	Lt 17, Bk 19, Monticello Addn	2612 S. Monticello
No. 7 Francisca Flores and Domingo Flores, et al	Lt 4, Bk H, Moore Heights Addn	1007 NW 3 <sup>rd</sup>
No. 8 Aubrey Galan and Elva Galan, et al	Being a tract of land out of Sc. 42, Bk 32, T1N	104 NE 10 <sup>th</sup>
No. 9 Ramon M. Garcia and Guadalupe Garcia	Lts 3 & 4, Bk 5, Cedar Crest Addn	815 W. 7 <sup>th</sup>
No. 10 Susie M. Grant	Lt 13, Bk 11, Monticello Addn	1402 Marijo
No. 11 Susie M. Grant	Lt 14, Bk 11, Monticello Addn	1404 Marijo

No. 12 George M. Hanks aka George M. Hank, et al	Being a tract of land 109' wide, East and West, by 140' long, North and South, out of tract 19, of the Wm B. Currie Sub-division, SE/4 Sc 42, Bk 32, T1N	603 NE 9 <sup>th</sup>
No. 13 L. C. Heffington, et al	Lt 4, Bk 2, Brown Addn	1504 W 3 <sup>rd</sup>
No. 14 Mike Hernandez, et al	Lt 2, Bk 5, Government Heights to Bauer Addn	504 NW 5 <sup>th</sup>
No. 15 Mike Hernandez, et al	Lt 3, Bk 5, Government Heights to Bauer Addn	506 NW 5 <sup>th</sup>
No. 16 Ike Isaacs and L. R. Baxter	Being 310' Easterly and Westerly and 250' Northerly and Southerly out of the SW corner of 8.58 acres of land out of Sc 31, Bk 33	N/A
No. 17 Juliana H. Mancha Joure aka Julia Mancha, et al	Lt 2, Bk B, Moore Heights Addn	903 NW 5 <sup>th</sup>
No 18 Maudine Kasch	Lt 1, Bk 17, Sherrod Heights Addn	N/A
No 19 Maudine Kasch	Lt 2, Bk 17, Sherrod Heights Addn	N/A
No 20 Maudine Kasch	Lt 3, Bk 17, Sherrod Heights Addn	N/A
No 21 Maudine Kasch	Lt 4, Bk 17, Sherrod Heights Addn	N/A
No 22 Maudine Kasch	Lt 5, Bk 17, Sherrod Heights Addn	N/A
No 23 Maudine Kasch	Lt 6, Bk 17, Sherrod Heights Addn	N/A
No 24 Maudine Kasch	Lt 7, Bk 17, Sherrod Heights Addn	N/A
No 25 Maudine Kasch	Lt 8, Bk 17, Sherrod Heights Addn	N/A
No 26 Maudine Kasch	Lt 9, Bk 17, Sherrod Heights Addn	N/A
No 27 Maudine Kasch	Lt 10, Bk 17, Sherrod Heights Addn	N/A
No 28 Maudine Kasch	Lt 11, Bk 17, Sherrod Heights Addn	N/A
No 29 Maudine Kasch	Lt 12, Bk 17, Sherrod Heights Addn	N/A
No 30 Maudine Kasch	Lt 1, Bk 18, Sherrod Heights Addn	N/A
No 31 Maudine Kasch	Lt 2, Bk 18, Sherrod Heights Addn	N/A
No 32 Maudine Kasch	Lt 3, Bk 18, Sherrod Heights Addn	N/A
No 33 Maudine Kasch	Lt 4, Bk 18, Sherrod Heights Addn	N/A
No 34 Maudine Kasch	Lt 5, Bk 18, Sherrod Heights Addn	N/A
No 35 Maudine Kasch	Lt 6, Bk 18, Sherrod Heights Addn	N/A
No 36 Maudine Kasch	Lt 7, Bk 18, Sherrod Heights Addn	N/A

No 37 Maudine Kasch	Lt 8, Bk 18, Sherrod Heights Addn	N/A
No 38 Maudine Kasch	Lt 9, Bk 18, Sherrod Heights Addn	N/A
No 39 Maudine Kasch	Lt 10, Bk 18, Sherrod Heights Addn	N/A
No 40 Maudine Kasch	Lt 11, Bk 18, Sherrod Heights Addn	N/A
No 41 Maudine Kasch	Lt 12, Bk 18, Sherrod Heights Addn	N/A
No 42 Maudine Kasch	Lt 13, Bk 18, Sherrod Heights Addn	N/A
No 43 Maudine Kasch	Lt 14, Bk 18, Sherrod Heights Addn	N/A
No 44 Maudine Kasch	Lt 15, Bk 18, Sherrod Heights Addn	N/A
No. 45 Leslie L. Killings and George Killings	W/90' of Lt 6, Bk 1, Rosemont Addn	211 Channing
No. 46 Georgia Leach and Georgamal Collins	Lt 8, Bk 4, Government Heights to Bauer Addn	508 N Bell
No. 47 Charles C. Long aka C. C. Long	Lt 14, Bk 37, Original Town of Forsan	109 S. Rex (Forsan)
No. 48 Juanita Marquez, et al	Lt 8, Bk D, Moore Heights Addn	1008 NW 3 <sup>rd</sup>
No. 49 R. McDaniel, Pauline Tucker McDaniel, et al	A tract of land out of Bk 3, of the Bowser Addn	1309 W 2 <sup>nd</sup>
No. 50 Tenalio O. McGee aka T. O. McGee and Lee Anna McGee	Lts 1 & 2, Bk J, Moore Heights Addn	907 NW 2 <sup>nd</sup>
No. 51 W. J. McNew	Lt 4, Bk 7, Lakeview Addn	104 Algerita
No. 52 Micaela Mendoza	A tract of land out Sc 42, Bk 32, T1N, T&P Ry. Co. Survey, Tract 41, Wm B. Currie Subdivision	310 NE 6 <sup>th</sup>
No. 53 Ysa Mendoza and Maria Mendoza	The E/49' of Lt 8, Bk 99, Original Town of Big Spring	628 NW 3 <sup>rd</sup>
No. 54 Linda Joyce Norman aka Linda Norman	W/30' of N/100' of Lt 9, Bk 12, Brown Addn	1709 W. 2 <sup>nd</sup>
No. 55 Diego Olague, Sr. Deceased, Johnny Olague, Deceased, et al	A tract of land 50' northward and southward by 90' eastward and westward out of a certain 2 acre tract, more or less, out of Sc 42, Bk 32, T1N	N/A
No. 56 W. C. Pearson and Dorothy C. Pearson	Lt 2, Bk 5, Rice Addn	1102 State Park Dr.
No. 57 Eddie Mae Penn	Lt 6, Bk 2, Rosemont Addn	101 Channing

No. 58 Elizabeth Perkins, et al	A tract of land out of the SE corner of Lt 7, Bk "A", Moore Heights Addn	Sargent Paredes
No. 59 Mrs. Helen Peterson	W/2 of Lt 2, Bk 117, Original Town of Big Spring	201 NE 3 <sup>rd</sup>
No. 60 Leroy Phillips, et al	Lt 3, Bk 15, Wm B. Currie Extension to Government Heights to Bauer Addn	105 NW 8 <sup>th</sup>
No. 61 Lillian Pijanowski	Lt 3, Bk 5, Jones Valley Addn	N/A
No. 62 Lillian Pijanowski	Lt 4, Bk 5, Jones Valley Addn	N/A
No. 63 Marvin D. Price, Jr. aka Marvin Price and Lupe Martinez	Lt 11, Bk 20, Original Townsite of City of Coahoma	314 S. 2 <sup>nd</sup> (Coahoma)
No. 64 Clara Puga	A tract of land out of Sc. 42, Bk 32, T1N	402 NE 6 <sup>th</sup>
No. 65 Pete Rodriguez, et al	Lt 3, Bk H, Moore's Heights Addn	1005 NW 3 <sup>rd</sup>
No. 66 Alex Rosas aka Alex Rosa	A tract of land 100' eastward and westward by 140' northward and southward out of Tr 22, of the Wm B. Currie Subdivision of the SE/4 of Sc 42, Bk 32, T1N	300 NE 9 <sup>th</sup>
No. 67 Nat Scott and Mable Scott	2 tracts of land out of Sc 26, Bk 33, T1N	808 Father Delaney 816 Father Delaney
No. 68 Willie Mae Sewell aka Willie Sewell	A tract of land out of Sc 26, Bk 33, T1N	901 Father Delaney
No. 69 Pat H. Stanford	Lt 13, Bk 2, Stanford Park Addn	N/A
No. 70 Stanford John Stewart, et al	Lt 19, Bk 2, Original Town of Forsan	306 W. 8 <sup>th</sup> (Forsan)
No. 71 T.W.M. Inc	A tract of land out of the SE/4 of Sc. 42, Bk 32, T1N	108 NE 9 <sup>th</sup>
No. 72 Amalia O. Torres, et al	The S/50' of the SW/4 of Bk 30, of Government Heights to Bauer Addn	900 N. Gregg
No. 73 R. A. Trantham, et al	A tract of land out of Sc 32, Bk 33, T1N	911 W 8 <sup>th</sup>
No. 74 Ector Valdez, et al	A tract of land out of Tract No. 19 of the Wm B. Currie Subdivision of the SE/4 of Sc. 42, Bk 32, T1N	507 NE 9 <sup>th</sup>
No. 75 Florinda I. Viera et al	A tract of land of the SE/4 of Sc 42, Bk 32, T1N	106 NE 9 <sup>th</sup>
No. 76 Preciliano H. Viera	Lt 10, Bk H, Moore Heights Addn	1004 NW 2 <sup>nd</sup>
No. 77 Manuel Villa, et al	A tract of land 40' Eastward and Westward by 110' Northward and Southward out of the NW corner of Tr 29, Wm. B. Currie Subdivision, SE/4 Sc 42, Bk 32, T1N	500 NE 8 <sup>th</sup>

No. 78 E. R. Weatherman	A tract of land out of Sc. 32, Bk 33, T1N	1600 W 5 <sup>th</sup>
No. 79 William Lewis West, et al	A certain 1.93 acre tract of land out of Sc. 40, Bk 32, T1N	1800 Birdwell
No. 80 Artis White, et al	Lt 1, Bk B, Moore Heights Addn	901 NW 5 <sup>th</sup>
No. 81 W. W. White, et al	A tract of land out of a 5.75 acre tract out of Sc 32, Bk 33, T1N	812 San Antonio
No. 82 Max M. Winn, et al	The E/2 of a certain 100' North and South by 208.7' East and West out of the E/2 of Sc 2, Bk 33, T1S	1317 Harding
No. 83 Theresa J. Winn	A 1.0 acre tract out of Sc 41, Bk 31, T1N	N/A

CAUSE NO.                      STYLE                                      PROPERTY DESCRIPTION                                      ADDRESS

T-4644	Howard County, et al vs. Jose J. Olivares, et al	The N/50' of the NE/4 of Bk 27, College Heights Addn	2000 Johnson
T-5530	Howard County, et al vs. Hosea Banks, et al	Lts 5 & 6, Bk 2, Banks Addn	1206 NW 7 <sup>th</sup>
T-5851	Howard County, et al vs. Emmitt Woodard	Lt 18, Bk 3, Mittel Acres Addn	1803 Mittel Ave
T-5851	Howard County, et al vs. Emmitt Woodard	Lt 9, Bk 4, Mittel Acres Addn	1819 Benton
T-5834	Howard County, et al vs. Edward Andrew Merrick	West 46' of Lt 5 and the West 46' of Lt 6, Bk 15 "D", Fairview Heights Addn	301 E 15 <sup>th</sup>
T-5911	Howard County, et al vs. Louis Silva, et al	Lt 11, Bk 5, Wright's Airport Addn	1210 Lindbergh

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 \_\_\_\_\_, 2012.

\_\_\_\_\_  
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 KATHY SAYLES, HOWARD COUNTY TAC*

# EXHIBIT “B”

## HOWARD COUNTY TRUSTEE PROPERTIES

**HOWARD COUNTY TRUSTEE PROPERTIES AUCTION**  
**DATE: SATURDAY, JUNE 23, 2012**  
**TIME: 9:00 A.M.**  
**LOCATION: CACTUS ROOM, HOWARD**  
**COLLEGE CAMPUS, BIG SPRING, TEXAS**  
**AUCTIONEER-SCOTT EMERSON**  
**WEBSITE-BUYTAXPROPERTY.COM**

CAUSE NO. 6080

HOWARD COUNTY, ET AL VS JOSEPHINE BAEZA

	EXHIBIT NO.
DEFENDANT NAME	PROPERTY DESCRIPTION ADDRESS

No. 1 Josephine Baeza	Lt 11, Bk 11, Government Heights to Bauer Addn	402 Father Delaney
No. 2 Addie Cherry Baird, et al	Lt 1, Bk 2, Rosemont Addn	106 Channing
No.3 Natividad Barela	Lt 2, Bk 1, Denton Addn	609 N. San Antonio
No. 4 Lunnie Coleman	Lt 5 and E/20' of Lt 6, Bk H, Moore Heights Addn	1009 NW 3 <sup>rd</sup>
No. 5 Oscar R. Del Bosque and Ester Del Bosque	Lts 1& 2, Bk 13, Boydston Addn	200 State
No. 6 Federal Housing Com. of Washington D.C.	Lt 17, Bk 19, Monticello Addn	2612 S. Monticello
No. 7 Francisca Flores and Domingo Flores, et al	Lt 4, Bk H, Moore Heights Addn	1007 NW 3 <sup>rd</sup>
No. 8 Aubrey Galan and Elva Galan, et al	Being a tract of land out of Sc. 42, Bk 32, T1N	104 NE 10 <sup>th</sup>
No. 9 Ramon M. Garcia and Guadalupe Garcia	Lts 3 & 4, Bk 5, Cedar Crest Addn	815 W. 7 <sup>th</sup>
No. 10 Susie M. Grant	Lt 13, Bk 11, Monticello Addn	1402 Marijo
No. 11 Susie M. Grant	Lt 14, Bk 11, Monticello Addn	1404 Marijo

No. 12 George M. Hanks aka George M. Hank, et al	Being a tract of land 109' wide, East and West, by 140' long, North and South, out of tract 19, of the Wm B. Currie Sub-division, SE/4 Sc 42, Bk 32, T1N	603 NE 9 <sup>th</sup>
No. 13 L. C. Heffington, et al	Lt 4, Bk 2, Brown Addn	1504 W 3 <sup>rd</sup>
No. 14 Mike Hernandez, et al	Lt 2, Bk 5, Government Heights to Bauer Addn	504 NW 5 <sup>th</sup>
No. 15 Mike Hernandez, et al	Lt 3, Bk 5, Government Heights to Bauer Addn	506 NW 5 <sup>th</sup>
No. 16 Ike Isaacs and L. R. Baxter	Being 310' Easterly and Westerly and 250' Northerly and Southerly out of the SW corner of 8.58 acres of land out of Sc 31, Bk 33	N/A
No. 17 Juliana H. Mancha Joure aka Julia Mancha, et al	Lt 2, Bk B, Moore Heights Addn	903 NW 5 <sup>th</sup>
No 18 Maudine Kasch	Lt 1, Bk 17, Sherrod Heights Addn	N/A
No 19 Maudine Kasch	Lt 2, Bk 17, Sherrod Heights Addn	N/A
No 20 Maudine Kasch	Lt 3, Bk 17, Sherrod Heights Addn	N/A
No 21 Maudine Kasch	Lt 4, Bk 17, Sherrod Heights Addn	N/A
No 22 Maudine Kasch	Lt 5, Bk 17, Sherrod Heights Addn	N/A
No 23 Maudine Kasch	Lt 6, Bk 17, Sherrod Heights Addn	N/A
No 24 Maudine Kasch	Lt 7, Bk 17, Sherrod Heights Addn	N/A
No 25 Maudine Kasch	Lt 8, Bk 17, Sherrod Heights Addn	N/A
No 26 Maudine Kasch	Lt 9, Bk 17, Sherrod Heights Addn	N/A
No 27 Maudine Kasch	Lt 10, Bk 17, Sherrod Heights Addn	N/A
No 28 Maudine Kasch	Lt 11, Bk 17, Sherrod Heights Addn	N/A
No 29 Maudine Kasch	Lt 12, Bk 17, Sherrod Heights Addn	N/A
No 30 Maudine Kasch	Lt 1, Bk 18, Sherrod Heights Addn	N/A
No 31 Maudine Kasch	Lt 2, Bk 18, Sherrod Heights Addn	N/A
No 32 Maudine Kasch	Lt 3, Bk 18, Sherrod Heights Addn	N/A
No 33 Maudine Kasch	Lt 4, Bk 18, Sherrod Heights Addn	N/A
No 34 Maudine Kasch	Lt 5, Bk 18, Sherrod Heights Addn	N/A
No 35 Maudine Kasch	Lt 6, Bk 18, Sherrod Heights Addn	N/A
No 36 Maudine Kasch	Lt 7, Bk 18, Sherrod Heights Addn	N/A

No 37 Maudine Kasch	Lt 8, Bk 18, Sherrod Heights Addn	N/A
No 38 Maudine Kasch	Lt 9, Bk 18, Sherrod Heights Addn	N/A
No 39 Maudine Kasch	Lt 10, Bk 18, Sherrod Heights Addn	N/A
No 40 Maudine Kasch	Lt 11, Bk 18, Sherrod Heights Addn	N/A
No 41 Maudine Kasch	Lt 12, Bk 18, Sherrod Heights Addn	N/A
No 42 Maudine Kasch	Lt 13, Bk 18, Sherrod Heights Addn	N/A
No 43 Maudine Kasch	Lt 14, Bk 18, Sherrod Heights Addn	N/A
No 44 Maudine Kasch	Lt 15, Bk 18, Sherrod Heights Addn	N/A
No. 45 Leslie L. Killings and George Killings	W/90' of Lt 6, Bk 1, Rosemont Addn	211 Channing
No. 46 Georgia Leach and Georgamal Collins	Lt 8, Bk 4, Government Heights to Bauer Addn	508 N Bell
No. 47 Charles C. Long aka C. C. Long	Lt 14, Bk 37, Original Town of Forsan	109 S. Rex (Forsan)
No. 48 Juanita Marquez, et al	Lt 8, Bk D, Moore Heights Addn	1008 NW 3 <sup>rd</sup>
No. 49 R. McDaniel, Pauline Tucker McDaniel, et al	A tract of land out of Bk 3, of the Bowser Addn	1309 W 2 <sup>nd</sup>
No. 50 Tenalio O. McGee aka T. O. McGee and Lee Anna McGee	Lts 1 & 2, Bk J, Moore Heights Addn	907 NW 2 <sup>nd</sup>
No. 51 W. J. McNew	Lt 4, Bk 7, Lakeview Addn	104 Algerita
No. 52 Micaela Mendoza	A tract of land out Sc 42, Bk 32, T1N, T&P Ry. Co. Survey, Tract 41, Wm B. Currie Subdivision	310 NE 6 <sup>th</sup>
No. 53 Ysa Mendoza and Maria Mendoza	The E/49' of Lt 8, Bk 99, Original Town of Big Spring	628 NW 3 <sup>rd</sup>
No. 54 Linda Joyce Norman aka Linda Norman	W/30' of N/100' of Lt 9, Bk 12, Brown Addn	1709 W. 2 <sup>nd</sup>
No. 55 Diego Olague, Sr. Deceased, Johnny Olague, Deceased, et al	A tract of land 50' northward and southward by 90' eastward and westward out of a certain 2 acre tract, more or less, out of Sc 42, Bk 32, T1N	N/A
No. 56 W. C. Pearson and Dorothy C. Pearson	Lt 2, Bk 5, Rice Addn	1102 State Park Dr.
No. 57 Eddie Mae Penn	Lt 6, Bk 2, Rosemont Addn	101 Channing

No. 58 Elizabeth Perkins, et al	A tract of land out of the SE corner of Lt 7, Bk "A", Moore Heights Addn	Sargent Paredes
No. 59 Mrs. Helen Peterson	W/2 of Lt 2, Bk 117, Original Town of Big Spring	201 NE 3 <sup>rd</sup>
No. 60 Leroy Phillips, et al	Lt 3, Bk 15, Wm B. Currie Extension to Government Heights to Bauer Addn	105 NW 8 <sup>th</sup>
No. 61 Lillian Pijanowski	Lt 3, Bk 5, Jones Valley Addn	N/A
No. 62 Lillian Pijanowski	Lt 4, Bk 5, Jones Valley Addn	N/A
No. 63 Marvin D. Price, Jr. aka Marvin Price and Lupe Martinez	Lt 11, Bk 20, Original Townsite of City of Coahoma	314 S. 2 <sup>nd</sup> (Coahoma)
No. 64 Clara Puga	A tract of land out of Sc. 42, Bk 32, T1N	402 NE 6 <sup>th</sup>
No. 65 Pete Rodriquez, et al	Lt 3, Bk H, Moore's Heights Addn	1005 NW 3 <sup>rd</sup>
No. 66 Alex Rosas aka Alex Rosa	A tract of land 100' eastward and westward by 140' northward and southward out of Tr 22, of the Wm B. Currie Subdivision of the SE/4 of Sc 42, Bk 32, T1N	300 NE 9 <sup>th</sup>
No. 67 Nat Scott and Mable Scott	2 tracts of land out of Sc 26, Bk 33, T1N	808 Father Delaney 816 Father Delaney
No. 68 Willie Mae Sewell aka Willie Sewell	A tract of land out of Sc 26, Bk 33, T1N	901 Father Delaney
No. 69 Pat H. Stanford	Lt 13, Bk 2, Stanford Park Addn	N/A
No. 70 Stanford John Stewart, et al	Lt 19, Bk 2, Original Town of Forsan	306 W. 8 <sup>th</sup> (Forsan)
No. 71 T.W.M. Inc	A tract of land out of the SE/4 of Sc. 42, Bk 32, T1N	108 NE 9 <sup>th</sup>
No. 72 Amalia O. Torres, et al	The S/50' of the SW/4 of Bk 30, of Government Heights to Bauer Addn	900 N. Gregg
No. 73 R. A. Trantham, et al	A tract of land out of Sc 32, Bk 33, T1N	911 W 8 <sup>th</sup>
No. 74 Ector Valdez, et al	A tract of land out of Tract No. 19 of the Wm B. Currie Subdivision of the SE/4 of Sc. 42, Bk 32, T1N	507 NE 9 <sup>th</sup>
No. 75 Florinda I. Viera et al	A tract of land of the SE/4 of Sc 42, Bk 32, T1N	106 NE 9 <sup>th</sup>
No. 76 Preciliano H. Viera	Lt 10, Bk H, Moore Heights Addn	1004 NW 2 <sup>nd</sup>
No. 77 Manuel Villa, et al	A tract of land 40' Eastward and Westward by 110' Northward and Southward out of the NW corner of Tr 29, Wm. B. Currie Subdivision, SE/4 Sc 42, Bk 32, T1N	500 NE 8 <sup>th</sup>

No. 78 E. R. Weatherman	A tract of land out of Sc. 32, Bk 33, T1N	1600 W 5 <sup>th</sup>
No. 79 William Lewis West, et al	A certain 1.93 acre tract of land out of Sc. 40, Bk 32, T1N	1800 Birdwell
No. 80 Artis White, et al	Lt 1, Bk B, Moore Heights Addn	901 NW 5 <sup>th</sup>
No. 81 W. W. White, et al	A tract of land out of a 5.75 acre tract out of Sc 32, Bk 33, T1N	812 San Antonio
No. 82 Max M. Winn, et al	The E/2 of a certain 100' North and South by 208.7' East and West out of the E/2 of Sc 2, Bk 33, T1S	1317 Harding
No. 83 Theresa J. Winn	A 1.0 acre tract out of Sc 41, Bk 31, T1N	N/A

CAUSE NO.	STYLE	PROPERTY DESCRIPTION	ADDRESS
T-4644	Howard County, et al vs. Jose J. Olivares, et al	The N/50' of the NE/4 of Bk 27, College Heights Addn	2000 Johnson
T-5414	Howard County, et al vs. Juan De Los Santos	All of Lt 5, Bk 20, Government Heights to Bauer Addn	609 NW 8th
T-5428	Howard County vs. Robert Powell	Personal Property Mobile Home-Label #NTA0560748	10 Kenley
T-5530	Howard County, et al vs. Hosea Banks, et al	Lts 5 & 6, Bk 2, Banks Addn	1206 NW 7 <sup>th</sup>
T-5533	Howard County, et al vs. Verna Ashford	Lts 11 & 12, Bk E, Moore's Addn.	900 NW 3 <sup>rd</sup>
T-5605	Howard County, et al vs. Raul Vasquez and Rene Vasquez	A tract of land out of Sc. 31, Bk 33, T1N	2707 Old Hwy 80
T-5715	Howard County, et al vs. John Slay Fuglaar, et al	A 2 acre tract of land out of Sc 32, Bk 33, T1N	1607 W. 4th
T-5718	Howard County, et al vs. Peggy Coleman	Lt 8, Bk 16, Boydston Addn	509 Donley
T-5781	Howard County, et al vs. Paul R. Ronk and Misty D. Ronk	Lt 10, Bk 1, Highland Park Addn	1103 Sycamore
T-5798	Howard County, et al vs. Erasmo H. Sosa, et al	Lt 31, Bk 29, College Park Estates, a Subdivision to the City of Big Spring	3222 Duke

T-5799	Howard County, et al vs. James Spangler	Lt 6, Bk 20, Cole & Strayhorn Addn	810 E. 15 <sup>th</sup>
T-5851	Howard County, et al vs. Emmitt Woodard	Lt 18, Bk 3, Mittel Acres Addn	1803 Mittel Ave
T-5851	Howard County, et al vs. Emmitt Woodard	Lt 9, Bk 4, Mittel Acres Addn	1819 Benton
T-5834	Howard County, et al vs. Edward Andrew Merrick	West 46' of Lt 5 and the West 46' of Lt 6, Bk 15 "D", Fairview Heights Addn	301 E 15 <sup>th</sup>
T-5898	Howard County, et al vs. Jimmy Howard	Lt 23, Bk 1, Bates Addn., City of Coahoma, Howard County, Texas; to include 28x70 mobile home	916 Culp (Coahoma)
T-5911	Howard County, et al vs. Louis Silva, et al	Lt 11, Bk 5, Wright's Airport Addn	1210 Lindbergh
T-5946	Howard County, et al vs. Akin, (Erminia Barrientos)	Lt 1, Bk 112, Original Town of Big Spring	111 NE 3 <sup>rd</sup>
T-6046	Howard County, et al vs. Opal A. Gaskins and Bobby W. Gaskins, Sr.	Lts 14 & 15, Bk 6, Settles Heights Addn	704 Willia

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 \_\_\_\_\_, 2012.

\_\_\_\_\_  
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 2010 TAXES AND ALL TAXES ASSESSED THEREAFTER; PLEASE CONTACT TAX ASSESSOR COLLECTOR FOR AMOUNTS DUE FOR 2010**

**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.**

**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)**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

WHEREAS, the City of Big Spring is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs;

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

SECTION I. That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Big Spring and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

SECTION II. It is further authorized to pay its 2012 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

SECTION III. A copy of this Resolution and approved assessment fee payable to "Atmos Cities Steering Committee" shall be sent to:

Mary Bunkley  
Treasurer, Atmos Cities Steering Committee  
c/o Arlington City Attorney's Office, Mail Stop 63-0300  
Post Office Box 90231  
Arlington, Texas 76004-3231

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 22<sup>nd</sup> day of May, 2012, 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 12<sup>th</sup> day of June, 2012, with all members of the Council voting “aye” for the passage of same.

\_\_\_\_\_  
Tommy Duncan, Mayor

ATTEST:

\_\_\_\_\_  
Tami L. Davis, Assistant City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Linda Sjogren, City Attorney

ORDINANCE \_\_\_\_\_

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER EIGHTEEN OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "TRAFFIC" BY AMENDING ARTICLE FIVE SECTION 18-149 ENTITLED "SPECIFIC PARKING, STANDING, STOPPING AND STREET CLOSING PROVISIONS" BY ADDING A NEW SUBSECTION (I) IN ORDER TO PROVIDE TWO FIFTEEN MINUTE PET LOADING AND UNLOADING ZONES AT 215 S. MAIN STREET; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Council of the City of Big Spring finds it in the best interest of the citizens of the City of Big Spring to permit a pet loading and unloading zone in front of the business located at 215 S. Main St. in order to protect the health and safety of citizens loading and unloading animals at this high traffic location;

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

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

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

(I) Pet Loading and Unloading Zone. There shall be two 15 minute Pet Loading and Unloading Zones located at 215 S. Main St.

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

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

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

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

**PASSED AND APPROVED** on second reading at a regular meeting of the City Council on the 12<sup>th</sup> day of June, 2012 with all members present voting “aye” for passage of the same.

---

Tommy Duncan, Mayor

ATTEST:

---

Tami Davis, Assistant City Secretary

**Convention and Visitors Bureau Committee  
Minutes from Wednesday, April 4, 2012  
City Council Chambers**

---

*Present:* Gloria McDonald, Troy Tompkins, Jay Patel, Jim Clements, Peggy Walker, Gary Fuqua

*Staff:* Debbie Wegman, Devoun Blount

*Absent:* Marcus Fernandez

*Guests:* Alonzo Garcia, Texas Bowl/Small School Shootout; Bobby McDonald, Jan Foresyth, Tommy Duncan

---

Gloria McDonald called the meeting to order at 4:00 p.m.

**Approval of minutes**

The minutes from the meeting of March 7, 2012 were reviewed. Motion was made by Jim Clements to approve the minutes as written. Motion was seconded by Peggy Walker and passed unanimously. Troy Tompkins abstained.

**Discussion of Event Funding Requests**

- a. **Texas Bowl/Small Shootout.** Coach Alonzo Garcia presented the funding request to the committee. Mr. Garcia is requesting \$1,340.00 to help purchase T-shirts for players, coaches and officials security fees, game workers and coach's gifts. This year's event will be held at the Big Spring Junior High Gym due to the work being done to the Dorothy Garrett Coliseum. Motion was made by Peggy Walker to approve the funding request in the amount of \$1,340.00. Motion was seconded by Troy Tompkins and passed unanimously.
  
- b. **Harold Davis West Texas Shootout.** Mr. Roy Green was not able to be present so the report was presented by Debbie Wegman. Mr. Green is requesting \$9,875.00 for administrative, operating advertising and promotion expenses. This event brings in many visitors to the community. The committee would like to see this event to work at receiving more local sponsorship to help cover expenses. This request is significantly smaller than previous request. The committee requested that proper documentation and clarification of some of the expenses be provided. Motion was made by Peggy Walker to approve the funding request in the amount of \$9,875.00. Motion was seconded by Gary Fuqua and passed unanimously.

**Discussion of Follow-up Reports**

- a. **Big Spring Knife Makers Reunion** Mr. Richard Steinberg was not able to be present so the report was presented by Debbie Wegman. This is the second

year for the Knife Makers Reunion; unfortunately even though the event was successful, the growth that was anticipated just didn't happen, so the Big Spring Knife Collector's Club has decided that they would no longer do the event. They expressed their gratitude via a letter, thanking the committee for the support of this event. The club presented the committee with a \$139.82 refund.

## Other

- a. **Comanche Warrior Triathlon** Debbie Wegman informed the committee that it is time start to planning the 2012 event. Sponsorship letters are being sent out to recruit new sponsors. The event is very successful with growing number of participants. Motion was made by Troy Tompkins to approve a budget of \$5,000.00. Seconded by Peggy Walker and passed unanimously.
- b. **Gregg Street Banners/Flags** The current banners are in bad condition and need to be replaced. Currently some of the poles that have either a bracket to hold a flag or two brackets to hang a banner. CVB would like to purchase brackets so all the poles can display a flag or a banner. They would also like to replace the worn flags and purchase new banners. A motion was made by Peggy Walker to approve a budget up \$10,000.00 for brackets and banners. Seconded by Jim Clements and passed unanimously.
- c. **Heart of the City Park** is in need of repairs. The checkerboard pattern is filled with weeds and has become very dangerous. There are 195 squares that need to filled with something such as a colored rock, a red or a black. Concrete is also a possibility which currently cost \$105 a yard. Troy Tompkins suggested to have PSC look at the possibilities and the tree grates. Peggy Walker and Gary Fuqua will contact PSC and review the area and report back to the committee. This item will be placed on the next meeting agenda for further discussion.
- d. **Lighted Poinsettia Billboard** The committee was given an example of what a new vinyl could look like. The committee request that CVB continue to work on the design.

## Financials

Monthly financials were provided for review.

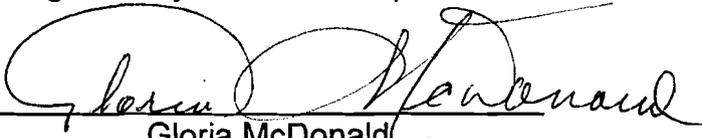
## CVB Coordinator Report

There was no report at this time

## Members Comments

No comments at this time.

Next meeting is scheduled for May 2, 2012  
Meeting was adjourned at 4:50p.m.

  
\_\_\_\_\_  
Gloria McDonald

5-9-12  
\_\_\_\_\_  
Date

**City of Big Spring**  
**Big Spring McMahon-Wrinkle Airport and Industrial Park**  
**Development Board Meeting Minutes**  
**April 19, 2012**

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

Marc Marchesseault	Paschal Odom
Ned Crandall	Jan Hansen
Willie Rangel	Jim DeVille

Absent: Wayne Dawson

Also in attendance: Jim Little, Airport Director  
Kelly Grant, Director's Assistant  
Rodney Patridge, A&P Mechanic

**Item # 1**

**Call to Order**

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

**Item # 2**

**Review and approve minutes from March 15, 2012 meeting**

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

**Item # 3**

**Big Spring Economic Development Corporation Update**

Terry Wegman was unavailable for an update.

**Item # 4**

**THS Update**

Jim updated the board stating that THS is working on the formal agreement with UP for use of the spur and they have already purchased a locomotive. The Airpark Maintenance crew has started on the office renovations in the building THS will be using as their operations headquarters at the airpark which is adjacent to the spur.

**Item # 5**

**TAMC Update**

Jim stated that Len Hobbs will be vacating the building by May 1<sup>st</sup>.

**Item # 6**

**Airport Terminal Ramp Upgrade Project, Status**

Jim stated that the project design is being worked and the funding is now available. While at the Aviation Conference in Galveston, Jim spoke with officials from both TxDOT and PSC, and the project is moving forward and should be completed by September of this year.

**Item # 7**

**Airport Fuel Tank Farm Project, Status**

Jim stated that this project coincides with the Ramp Upgrade and has the same status, scheduled to begin shortly and should be completed by September as well.

**Item # 8**

**Airport Directors Update**

Jim mentioned the roadblocks that have been situated between the Cedar Hill and Airpark Prison units on the East side of the airport on a 30 day trial basis. There have been a number of complaints so far, and the roadblocks are

scheduled to be removed for 30 days to evaluate the impacts on traffic control. Jim gave an overview of the TxDOT Aviation Conference that he and Marc attended in Galveston at the end of March, stating that it was a great event. One of the main points of interest was the establishment of a formal budget for the FAA, versus the "Continuing Resolutions" which have been used 23 times over the past years. There should be no impact on our airport funding. Jim also mentioned the April 17<sup>th</sup> Permian Basin Airport Board Meeting that he attended. The Midland International Airport is now planning to demolish the old hangar similar to the Hangar 25 Air Museum here, due to the recent collapse of the roofing on the Midland hangar. They are also moving forward with their new hangar construction project which has generated an enormous amount of interest with their local pilots and aircraft owners. Jim discussed hangar usage here at our facility, both the lack of availability and some upcoming changes. When TAMC vacates the North Hangar, the USFA will move in and begin their A&P Mechanic operations for maintenance on several of their aircraft. The Guthrie's are out of the Corporate Hangar, and Russ Rutledge has moved in with a Citation II. Partee Aviation also purchased a larger aircraft and the hangar space leases for all of the tenants are in the process of being re-worked according to their respective use. The Texas Forest Service no longer has an aircraft stationed at our facility, but they could return at any time. Croman still has one fire helicopter here, awaiting contract with the TFS. The airport will be hosting a Business After Hours event on Thursday, May 3<sup>rd</sup> from 4:30-6:30 in the evening, showcasing the many airport and industrial park businesses. The National Hang Gliding Competitions are scheduled for July 21-28<sup>th</sup>. The Leadership Big Spring class will be touring the Terminal building and the North Hangar on Thursday, May 10<sup>th</sup>. The Prairie Dog Fly-In is scheduled for Saturday, June 9<sup>th</sup>. Pop's In The Park will be on July 3<sup>rd</sup> with a flyover scheduled for that event. There will not be an EAA Young Eagles event for this year, due to limited availability of aircraft. For Show & Tell, the board viewed a flyer from Galveston Air Museum, a calendar showcasing the TxDOT Aviation youth art contest submissions and winners, and photographs of the old Parachute Building on the airpark, designated at Building #31. The board discussed the buildings dilapidated condition and possibility of demolition vs. repair costs. Jim also mentioned a recent visit we had from some pilots out of Woodward, OK and their conversation about the recent tornadoes in that area and the devastation caused, as well as the sparing of the airport and aircraft stationed there.

**Item # 9**

**Leased Building Issues**

Jim again mentioned the fire safety sprinkler system projects for Western Container and John Crane Production Solutions, Inc. Both projects should be getting underway soon.

**Item # 10**

**Airport Safety Committee Report**

Wayne Dawson was unavailable for an update, but Marc mentioned the upcoming Pilot Safety Meeting, stating that John Boatright from the FAA Safety Team will be here to give the presentation on Sport Pilot flying and related information. There will be a cookout during the meeting and attendees will be eligible for WINGS credits.

**Item # 11**

**Other Events & Activities**

There are no other events or activities at this time.

**Item # 12**

**Board Member Updates**

There are no updates at this time.

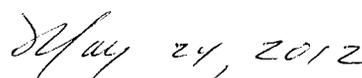
**Item # 13**

**Next Meeting Date**

May 24, 2012

**Adjournment: 7:05 p.m.**

  
Approved by Marc Marchesseault, Chairman

  
Date Approved

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

APRIL 11, 2012

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The Board of Directors of the Howard County Appraisal District (HCAD) met for their Regular Meeting on April 11, 2012 at 5:15 pm. Directors present were Donnie Baker, Donnie Reid, Dale Humphreys, and Kathy Sayles. Ronny Babcock and Shane Schaffner represented the HCAD.

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

No one was registered for public comments.

The minutes for February 8, 2012 were reviewed and approved on a motion from Donnie Reid with a second from Kathy Sayles. Motion carried 4 to 0.

The bills were inspected and reviewed. Dale Humphreys made a motion to approve the bills, Donnie Reid seconded the motion. Motion carried 4 to 0.

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

The travel expense were reviewed and approved on a motion from Dale Humphreys with a second from Donnie Reid. Motion carried 4 to 0.

A motion was made by Kathy Sayles to accept the Audit for 2011 from Stephens, Stephens & Telchik as printed. Motioned was seconded by Dale Humphreys. Motion carried 4 to 0.

A motion was made by Kathy Sayles to request 2012 Budget Amendment from all entities. The total budget value would stay the same. Line item Arbitration and Line Item Contract Services would change. Motion was seconded by Donnie Reid. Motion carried 4 to 0.

Motion was made by Kathy Sayles to accept Law Office of Peter William Low as ARB Legal Representation. Motion was seconded by Dale Humphreys. Motion carried 4 to 0.

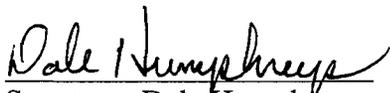
A motion was made by Dale Humphreys to authorize the Chief Appraiser to enter into contract with BIS Consulting regarding GIS Services and purchase of server. Kathy Sayles seconded the motion. Motion carried 4 to 0.

The board opened bids for sale of District vehicles. After reviewing submitted bids, Donnie Reid motioned to award the highest bid to 87Auto Sales in the amount of \$5,067.00 for the 2001 Nissan Exterra; and highest bid to 87Auto Sales in the amount of

\$8,367 for 2005 Ford F150 Pickup. Motion seconded by Kathy Sayles. Motion carried 4 to 0.

The board discussed the Preliminary Budget for 2013 tax year.

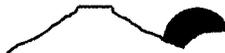
With no other business to discuss the meeting adjourned at 7:00 pm.

  
Secretary, Dale Humphreys

  
Chairman, Donnie Baker

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CITY OF  
**Big Spring**  
PUBLIC WORKS  
MEMORANDUM

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

**FROM:** TODD DARDEN, ASSISTANT CITY MANAGER

**SUBJECT:** AWARD BID FOR WASTEWATER TREATMENT PLANT FILTERS AND  
AERATION IMPROVEMENTS AS PART OF THE 2012 WASTEWATER  
TREATMENT PLANT IMPROVEMENT PROJECT AND AUTHORIZE THE  
CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY AND ALL  
NECESSARY DOCUMENTS

**DATE:** JUNE 8, 2012

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Parkhill, Smith, & Cooper issued a Request for Proposals to solicit qualifications from qualified construction companies for the Wastewater Treatment Plant filters and aeration improvements as part of the 2012 Wastewater Treatment Plant Improvement Project as designated in the specifications. Six (6) companies requested bid submittal information.

We received proposals from:

Texas Water & Soil      San Angelo, TX  
Red River Construction      Wylie, TX  
CSA Construction, Inc.      Houston, TX

Representatives of Parkhill, Smith, & Cooper, Inc. evaluated the proposal based on qualifications and other factors. CSA Construction, Inc. was the recommended bidder at \$810,300.00.

**Recommendation:** The staff recommends that the bid for the Wastewater Treatment Plant filters and aeration improvements as part of the 2012 Wastewater Treatment Plant Improvement Project be awarded to CSA Construction, Inc. with the approval of contractor qualifications by Parkhill, Smith & Cooper, Inc.



June 8, 2012

Mr. Tommy Duncan, City Mayor  
City of Big Spring  
310 Nolan Street  
Big Spring, TX 79720

Re: Recommendation for Award of Construction Contract  
CITY OF BIG SPRING – WWTP FILTERS AND AERATION IMPROVEMENTS PROJECT

Dear Mr. Duncan:

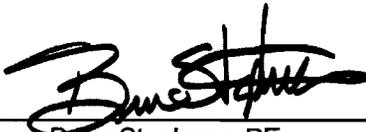
We have reviewed the bids for the above referenced project received on June 5, 2012 and determined that the bids were submitted in accordance with guidelines established in the Bid Documents and those procedures adopted by the City of Big Spring. The bid has been determined to be tabulated properly and is consistent with the figures recorded during the bid opening. After review of the overall cost and ease of maintenance of each option, we recommend Option A as the best and most cost effective solution for this project. A completed bid summary page, bid tabulation form and budget summary are enclosed for your reference.

We recommend that the Construction Contract for the City of Big Spring – WWTP Filters and Aeration Improvements project be awarded to the low bidder, CSA Construction, Inc. for the **Total Contract Amount of \$810,300.00**. We feel that this company's qualifications and capacity to complete the project to the satisfaction of the City of Big Spring and PSC are more than adequate.

Please contact me if you have questions or wish to discuss this matter further.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By   
Brian Stephens, PE  
Project Manager

BMS/lms  
Enclosures

Amarillo  
El Paso  
Las Cruces  
Lubbock  
Midland

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**City of Big Spring**  
**WWTP Filters and Aeration Improvements**  
**01-0345-12**  
**June 5, 2012 @ 2:00 p.m.**

Contractor	Bid Bond	Addendum #1	Addendum #2	Equipment Option A Ashbrook	Add (+) or Deduct (-) Fluidyne	Equipment Option B Ashbrook	Equipment Option C Ashbrook	Add (+) or Deduct (-) Fluidyne	Equipment Option D Siemens	Additive Alternate 1
Todd Neff Texas Water & Soil 3022 West FM 2105 San Angelo, TX 76901 325-658-8533	X	X	X	\$996,095	+ \$75,000	\$1,120,240	\$1,419,490	+ \$90,000	\$853,486	\$252,300
Dean Porter Red River Construction 2804 Capital St. Wylie, Tx 76088 972-578-0127	X	X	X	\$989,200	+ \$77,000	\$1,086,400	\$1,338,400	+ \$69,000	\$863,140	\$230,000
Rich Austin CSA Construction, Inc. 2314 McAlister Rd. Houston, TX 77092 713-686-8868	X	X	X	\$810,300	+ \$145,000	\$893,000	\$1,135,000	+ \$220,000	\$730,000	\$211,000

This publication was prepared by Park Hill Smith & Cooper, P.C.

Amario  
El Paso  
Las Cruces  
Lubbock  
Midland

**WWTP Filters and Aeration Improvements**

City of Big Spring

PSC PROJECT NO. 01-0345-12

June 5, 2012

2:00 p.m.

				TEXAS WATER & SOIL CO., INC. 3022 W. FM 2105 SAN ANGELO, TX 76901		RED RIVER CONSTRUCTION CO. 2804 CAPITAL ST. WYLIE, TX 75098		CSA CONSTRUCTION, INC. 2314 McALLISTER ROAD HOUSTON, TX 77062	
Item #	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>COMMON ITEMS (1-9)</b>									
1	Mobilization/Demobilization/Bonds & Insurance	1	LS	\$9,500.00	\$9,500.00	\$55,000.00	\$55,000.00	\$35,000.00	\$35,000.00
2	Furnish and install 18" ductile iron overhead aeration piping with interior/exterior coating	80	LF	\$242.50	\$19,400.00	\$275.00	\$22,000.00	\$200.00	\$16,000.00
3	Furnish and install 18" ductile iron overhead aeration piping fittings with interior/exterior coating	1	LS	\$19,500.00	\$19,500.00	\$9,500.00	\$9,500.00	\$10,000.00	\$10,000.00
4	Abandon existing underground aeration piping by filling with flowable fill	1	LS	\$5,730.00	\$5,730.00	\$5,200.00	\$5,200.00	\$2,000.00	\$2,000.00
5	Furnish new EDPM gaskets for aeration piping and install according to manufacturer standards	1	LS	\$32,750.00	\$32,750.00	\$12,700.00	\$12,700.00	\$10,000.00	\$10,000.00
6	Furnish and install structural support for overhead aeration piping and penetrate existing blower building wall	1	LS	\$31,760.00	\$31,760.00	\$26,000.00	\$26,000.00	\$15,000.00	\$15,000.00
7	Dewater aeration basins, acid wash ceramic diffusers, remove 18" of sludge and deposit sludge into pond located to the southwest of the site	1	LS	\$17,800.00	\$17,800.00	\$37,000.00	\$37,000.00	\$50,000.00	\$50,000.00
8	Replacement of 9" Ceramic Diffusers with Membrane Diffusers (Installed)	300	EA	\$70.00	\$21,000.00	\$60.00	\$18,000.00	\$1.00	\$300.00
9	Demolish and dispose of existing traveling bridge filter equipment as shown on project plans and as recommended by selected filter equipment manufacturer	1	LS	\$42,900.00	\$42,900.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
				<b>COMMON ITEMS (1-9) SUBTOTAL</b>					
					<b>\$200,340.00</b>		<b>\$200,400.00</b>		<b>\$148,300.00</b>
<b>EQUIPMENT OPTION A</b>									
A.1	Furnish and install Ashbrook Simon-Hartley	1	LS	\$731,435.00	\$731,435.00	\$747,000.00	\$747,000.00	\$625,000.00	\$625,000.00
A.2	Furnish and install a weir gate in one influent channel	1	LS	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$7,000.00	\$7,000.00
A.3	Furnish and install a 24" coated ductile iron effluent collection line	60	LF	\$922.00	\$55,320.00	\$410.00	\$24,600.00	\$500.00	\$30,000.00
				<b>EQUIPMENT OPTION A SUBTOTAL</b>					
					<b>\$795,755.00</b>		<b>\$780,600.00</b>		<b>\$662,000.00</b>
				<b>ADD/DEDUCT FOR FLUIDYNE FIXED PLATE TECHNOLOGY (+/-)</b>					
					<b>\$75,000.00</b>		<b>\$77,000.00</b>		<b>\$145,000.00</b>
<b>EQUIPMENT OPTION B</b>									
B.1	Furnish and install Ashbrook Simon-Hartley ISO-Disk filtration equipment including two filter disk cassettes one in each of the two existing basins, pump stand and associated grating and railing for the operation and maintenance of both filter cassettes, electrical and controls, basin modifications and all appurtenances to make a complete and working filter capable of treating 3.8 MGD average and 6.0 MGD peak	1	LS	\$811,900.00	\$811,900.00	\$820,000.00	\$820,000.00	\$684,700.00	\$684,700.00
B.2	Furnish and install a 24" coated ductile iron effluent collection line	120	LF	\$900.00	\$108,000.00	\$550.00	\$66,000.00	\$500.00	\$60,000.00
				<b>EQUIPMENT OPTION B SUBTOTAL</b>					
					<b>\$919,900.00</b>		<b>\$886,000.00</b>		<b>\$744,700.00</b>
<b>EQUIPMENT OPTION C</b>									
C.1	Furnish and install Ashbrook Simon-Hartley ISO-Disk filtration equipment including four filter disk cassettes two in each of the two existing basins, pump stand and associated grating and railing for the operation and maintenance of both filter cassettes, electrical and controls, basin modifications and all appurtenances to make a complete and working filter capable of treating 3.8 MGD average and 11.4 MGD peak	1	LS	\$1,111,150.00	\$1,111,150.00	\$1,072,000.00	\$1,072,000.00	\$926,700.00	\$926,700.00
C.2	Furnish and install a 24" coated ductile iron effluent collection line	120	LF	\$900.00	\$108,000.00	\$550.00	\$66,000.00	\$500.00	\$60,000.00
				<b>EQUIPMENT OPTION C SUBTOTAL</b>					
					<b>\$1,219,150.00</b>		<b>\$1,138,000.00</b>		<b>\$986,700.00</b>
				<b>ADD/DEDUCT FOR FLUIDYNE FIXED PLATE TECHNOLOGY (+/-)</b>					
					<b>\$90,000.00</b>		<b>\$69,000.00</b>		<b>\$220,000.00</b>
<b>EQUIPMENT OPTION D</b>									
D.1	Furnish and install Siemens traveling bridge filter equipment including two sets of filter equipment one for each existing basins, pump, electrical and controls, basin modifications including an effluent weir and all appurtenances to make a complete and working filter capable of treating 3.8 MGD average and 11.4 MGD peak	1	LS	\$563,000.00	\$563,000.00	\$630,000.00	\$630,000.00	\$544,500.00	\$544,500.00
D.2	Provide two 3-ft reinforced concrete channels for the existing filter basins	52	CY	\$1,222.00	\$63,544.00	\$230.00	\$11,960.00	\$500.00	\$26,000.00
D.3	Perform coring of 4-in holes in existing filter basin wall for underdrain system	102	EA	\$251.00	\$25,602.00	\$190.00	\$19,380.00	\$100.00	\$10,200.00
D.4	Contractor shall provide and use trench safety system as required by OSHA 1926 Subpart P	1	LS	\$1,000.00	\$1,000.00	\$1,400.00	\$1,400.00	\$1,000.00	\$1,000.00
				<b>EQUIPMENT OPTION D SUBTOTAL</b>					
					<b>\$653,146.00</b>		<b>\$662,740.00</b>		<b>\$581,700.00</b>
				<b>TOTAL BASE BID (COMMON ITEMS + OPTION A)</b>					
					<b>\$996,095.00</b>		<b>\$981,000.00</b>		<b>\$810,300.00</b>
				<b>TOTAL BASE BID (COMMON ITEMS + OPTION A WITH FLUIDYNE ADD/DEDUCT)</b>					
					<b>\$1,071,095.00</b>		<b>\$1,058,000.00</b>		<b>\$895,300.00</b>
				<b>TOTAL BASE BID (COMMON ITEMS + OPTION B)</b>					
					<b>\$1,120,240.00</b>		<b>\$1,086,400.00</b>		<b>\$893,000.00</b>
				<b>TOTAL BASE BID (COMMON ITEMS + OPTION C)</b>					
					<b>\$1,419,490.00</b>		<b>\$1,338,400.00</b>		<b>\$1,135,000.00</b>
				<b>TOTAL BASE BID (COMMON ITEMS + OPTION C WITH FLUIDYNE ADD/DEDUCT)</b>					
					<b>\$1,509,490.00</b>		<b>\$1,407,400.00</b>		<b>\$1,355,000.00</b>
				<b>TOTAL BASE BID (COMMON ITEMS + OPTION D)</b>					
					<b>\$853,486.00</b>		<b>\$863,140.00</b>		<b>\$730,000.00</b>

				TEXAS WATER & SOIL CO., INC. 3022 W. FM 2105 SAN ANGELO, TX 76901		RED RIVER CONSTRUCTION CO. 2804 CAPITAL ST. WYLIE, TX 75098		CSA CONSTRUCTION, INC. 2314 McALLISTER ROAD HOUSTON, TX 77092	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>ADDITIVE ALTERNATE 1</b>									
A1-1	Furnish and install new non-clog submersible pump into the entrance and screen chamber, complete with rails, lifting chain, controls and all necessary components to have a working lift station.	1	LS	\$131,300.00	\$131,300.00	\$115,000.00	\$115,000.00	\$100,000.00	\$100,000.00
A1-2	Provide all materials and installation for the following: cut existing concrete slab on entrance and screen chamber and replace with 4' wide grating, penetrate existing concrete with 18" Ductile Iron pipe, furnish and install new 6' x 8' concrete vault with 18" check and gate valves, furnish and install 18" Ductile Iron pipe to existing 24" line, furnish and install 24" x 18" Tee and 24" gate valve into existing line	1	LS	\$121,000.00	\$121,000.00	\$115,000.00	\$115,000.00	\$111,000.00	\$111,000.00
<b>TOTAL ADDITIVE ALTERNATE 1 BID (ITEMS A1-1 + A1-2)</b>					<b>\$252,300.00</b>		<b>\$230,000.00</b>		<b>\$211,000.00</b>

2012 Improvements						
Item #	Item Description	Budgeted	Actual	Over/Under		Notes
1	Plant Water Pump Station	\$65,000.00	\$65,000.00	\$0.00		On Hold
2	SCADA System	\$126,500.00	\$126,500.00	\$0.00		Bidding on June 12th, 2012
3	Chlorination/Dechlorination	\$200,000.00	\$42,355.00	\$157,645.00		Proposal from SCOOP 2/21/2012
4	Gravity Belt Thickener	\$150,000.00	\$179,740.00	(\$29,740.00)		\$160,740 + \$19,000 Belt Press Rental
5	Effluent Filters	\$500,000.00	\$589,550.00	(\$89,550.00)		Bid Project on June 5th, 2012, Cloth Filters
6	Air Header & Aeration Basins	\$211,500.00	\$220,750.00	(\$9,250.00)		Bid Project on June 5th, 2012
7	2012 Misc. Dsn Fees	\$106,500.00	\$106,500.00	\$0.00		HR Fees NTE
8	2012 Filter & Aeration Improvements	\$103,000.00	\$103,000.00	\$0.00		LS Design/Bid/Construction Fees
9	2012 SCADA Improvements	\$50,000.00	\$50,000.00	\$0.00		LS Design/Bid/Construction Fees
		<b>\$1,512,500.00</b>	<b>\$1,483,395.00</b>	<b>\$16,605.00</b>		Using a total budget of \$1,500,000

# CITY OF BIG SPRING

## MEMORANDUM

**TO:** Honorable Mayor and City Council Members  
**FROM:** Peggy Walker, Director of Finance   
**SUBJECT:** Bid Award for Depository Services Contract  
**DATE:** June 8, 2012

The Finance Department prepared and mailed fourteen (14) requests for proposals for depository services for the period from July 1, 2012 through June 30, 2014. We received two (2) bids from local financial institutions: BBVA Compass and Wells Fargo.

Attached are copies of each bank's fee schedule. BBVA Compass Bank bid a **no fee contract** with an average collected balance requirement of \$1,000,000 for General Fund, and they will pay interest on the remaining accounts.

**After reviewing the proposals, we recommend that the depository contract be awarded to BBVA Compass Bank.**

# BBVA Compass Bank

## Proposed Pricing For Existing and Additional Services

### CITY OF BIG SPRINGS

Service	Unit	Unit Cost Proposed
<b>General Account Services</b>		
Account Maintenance Fee	Per account	\$0.00
Paid Checks – Debits	Per item	\$0.00
Deposit Credits	Per item	\$0.00
Returned Items	Per item	\$0.00
<b>Information Reporting</b>		
Monthly Maintenance	Per account	\$0.00
Automated Stop Payment	Per item	\$0.00
<b>Depository Services</b>		
On-us items	Per item	\$0.00
Transit items	Per item	\$0.00
<b>Image Positive Pay Services</b>		
Monthly Maintenance	Per month	\$0.00
Per item charge	Per item	\$0.00
Notification Charges	Per item	\$0.00
Reporting	Per month	\$0.00
<b>ACH Services</b>		
Monthly ACH Maintenance	Per Month	\$0.00
Origination of file	Per file	\$0.00
Per item - Credits	Per item	\$0.00
ACH Return Items	Per item	\$0.00
<b>Wire Transfer Services</b>		
Incoming Wire Transfer	Per item	\$0.00
Outgoing Wire Transfer	Per item	\$0.00
<b>Remote Deposit Services</b>		
Monthly Maintenance	Per month	\$0.00
Per item	Per item	\$0.00
<b>Purchasing Card Service</b>		
Monthly Maintenance	Per month	\$0.00
<b>Bank Supplies/Misc.</b>		
Deposit Slips	Per book	\$0.00
Check Stock	Per book	\$0.00
Safety Deposit Box	Per box	\$0.00
Night Drop	Per item	\$0.00
Deposit Bags	Per bag	\$0.00
Cashiers Check	Per item	\$0.00
Collections and/or Drafts	Per item	\$0.00



## Wells Fargo Treasury Management Proposal

### City of Big Spring RFP 2012: Required Services Pricing

<u>Service Description</u>	<u>Charge Basis</u>	<u>Price Per Unit</u>
<b>ACH</b>		
ACH RETURN ITEM - FAX ADVICE	Transaction	3.00000
ACH FAX SERVICE	Page	5.00000
ACH DELETE - ITEM	Delete	30.00000
<b>Cash Branch/Store Channel</b>		
COIN DEPOSITED FULL BAGS	Coin bag	4.00000
CHANGE ORDER CHARGE-BRANCH/STORE	order	2.50000
ROLLED COIN ORDERED - BRANCH/STORE	Coin roll	0.15000
CURRENCY ORDERED/\$1 - BRANCH/STORE	Dollar	0.00130
CASH DEP/\$1	Dollar	0.00080
<b>Subtotal</b>		
<b>Desktop Deposit/Electronic Check</b>		
DESKTOP DEPOSIT CREDIT POSTED	Credit	0.40000
DESKTOP DEPOSIT-WFARGO DEPOSIT ITEM	Check deposited	0.07000
DESKTOP DEPOSIT-NON WFARGO DEP ITEM	Check deposited	0.07000
<b>Subtotal</b>		
<b>General Account Services</b>		
ACCOUNT MAINTENANCE-CHEXSTOR	Account	8.00000
<b>Stop Payments</b>		
STOP PAYMENT - ONLINE	Stop payment	6.00000
<b>Research requests or copies of processed transactions</b>		
ONLINE IMAGE VIEW < 90 DAYS - ITEM	Image retrieved	0.00000
CEO SEARCH	Inquiry	0.00000
<b>Subtotal</b>		
<b>Intrabank Transfers</b>		
CEO BASIC BANKING - MONTHLY BASE	Company	10.00000
CEO BASIC BANKING - TRANSFER	Transaction	1.00000
CEO BASIC BANKING ADDL ACCT-MO BASE	Account	10.00000
<b>Subtotal</b>		
<b>Wires</b>		
WIRE IN DOMESTIC	Transfer	6.00000
WIRE-OUTGOING DOMESTIC-CEO	Transfer	5.00000
<b>Subtotal</b>		

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, 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.

WHEREAS, the City of Big Spring is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company L.L.C. (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee has historically intervened in Oncor (formerly known as TXU) rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs;

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

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Big Spring and protect the interests of the customers of Oncor Electric Delivery Company L.L.C. residing and conducting business within the City limits.

II.

The City is further authorized to pay its assessment to the Steering Committee ten cents (\$0.10) per capita.

III.

A copy of this Resolution and the assessment payment check made payable to “Steering Committee of Cities Served by Oncor” shall be sent to Jay Doegey, Chair, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, P. O. Box 90231, Arlington, Texas 76004-3231.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 12<sup>th</sup> day of June, 2012, 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 26<sup>th</sup> day of June, 2012, with all members present voting “aye” for the passage of same.

---

Tommy Duncan, Mayor

ATTEST:

---

Tami L. Davis, Assistant City Secretary



Agreement for Professional Services

Date May 24, 2012
PSC Job No 01-4110-12
Project Manager LJV

Office Location:
Address 4222 85th Street
Lubbock, TX 79423
Phone (806) 473-2200 Fax (806) 473-3500

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

A. Client Information

Name Big Spring McMahon-Wrinkle Airpark
Address 3200 Rickabaugh
City Big Spring State Texas Zip 79720
Representative Colonel Jim Little, Airport Director Phone (432) 264-2362
Owner of Property Involved City of Big Spring, Texas

B. Project Description

Project Name Big Spring Airpark fuel storage improvements
Location Big Spring McMahon-Wrinkle Airpark
Estimated Completion Date 10-01-2012
Description of CONSULTANT'S Service or Scope of Work:

Consultant will provide Professional Services to design, bid and construct certain fuel storage system improvements at the Big Spring McMahon-Wrinkle Airpark. The project design will include a Preliminary Engineering Letter Report, Preliminary and Final Design Phases, assistance with construction advertising and bidding, and Construction and Closeout Phase Services. The scope of services is defined in the attachment.

Client will provide access to work site(s).

C. Compensation

- 1. CONSULTANT'S total fee is \$25,263.00.
2. Basis of CONSULTANT'S fee (check one)
Lump Sum with Progress Payments

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

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

Client: City of Big Spring, Texas Parkhill, Smith & Cooper, Inc.
Name Name
Title Title
Date Date

Agreement to be executed in duplicate

08/11

**CLIENT:** City of Big Spring, Texas

**DATE:** \_\_\_\_\_

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

**ARTICLE 1. SERVICES**

**1.1 INVOICING**

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

If the CLIENT fails to make payment to the CONSULTANT in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the CONSULTANT.

**1.2 SERVICES DURING CONSTRUCTION**

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

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

**1.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST**

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

**1.4 HAZARDOUS MATERIALS**

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

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

**1.5 ACCESSIBILITY – TEXAS ACCESSIBILITY STANDARD (TAS)**

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

**[Delete the following paragraph for projects outside of Texas.]**

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

1.6 SERVICES BY CLIENT

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

1.7 OWNERSHIP OF DOCUMENTS

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

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

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

1.8 DELIVERY OF ELECTRONIC FILES

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

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

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

**ARTICLE 2. GENERAL PROVISIONS**

2.1 APPLICABLE LAW

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

2.2 PRECEDENCE OF CONDITIONS

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

2.3 ASSIGNMENT

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

2.4 AMENDMENTS

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

2.5 DELAYS

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

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

2.6 INSURANCE

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

2.7 MERGER: WAIVER: SURVIVAL

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

2.8 TERMINATION

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

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

2.9 CONSEQUENTIAL DAMAGES

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

2.10 THIRD-PARTY BENEFICIARIES

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

2.11 MAINTENANCE/WEAR AND TEAR

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

ARTICLE 3. ALLOCATION OF RISK, WARRANTY

3.1 WARRANTY; STANDARD OF CARE

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

3.2 DISPUTE RESOLUTION

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

3.3 BETTERMENT

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

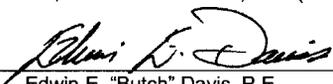
3.4 ALLOCATION OF RISK

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

\*\*\* END \*\*\*

PARKHILL, SMITH & COOPER, INC. (CONSULTANT)

CITY OF BIG SPRING, TEXAS (CLIENT)

By   
Edwin E. "Butch" Davis, P.E.  
Vice President

Accepted By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: June 8, 2012

Date: \_\_\_\_\_



**PARKHILLSMITH&COOPER**

**BIG SPRING McMAHON-WRINKLE AIRPARK**

TxDOT CSJ No. 1108BIGSP - FUEL FARM TASK

PER, Final Design, Bidding, Construction and Closeout Phases

April 12, 2012

FEE PROPOSAL COST BREAKDOWN

<b>1. <u>Direct Salary Costs</u></b>			
<u>Title</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Cost</u>
Project Manager	46	\$45.00	\$2,070
Project Engineer	39	\$49.00	\$1,911
Design Engineer	20	\$29.00	\$580
Design Engineer	27	\$27.00	\$729
Design Engineer (EIT)	29	\$27.00	\$783
CADD Operator	10	\$22.00	\$220
Clerical	8	\$18.00	\$144
			<hr/>
			\$6,437
<b>2. <u>Labor and General and Administrative Overhead</u></b>			
Percentage of Direct Salary Costs -		210%	\$13,518
<b>3. <u>Direct Non-Salary Expenses</u></b>			
Travel/Lodging		\$924	
Daily Costs (meals)		\$210	
Printing		\$500	
Other			
Photographs / Field Supplies		\$0	
Telephone / facsimile		\$95	
Misc. charges (CADD)		\$234	
Postage		\$50	
			<hr/>
Total - Direct Non-Salary Expenses			\$2,013
<b>4. <u>Subtotal Items 1, 2 and 3</u></b>			
			<hr/>
			\$21,968
<b>5. <u>Fixed Payment on Labor, Overhead and Expenses</u></b>			
		15%	\$3,295
<b>6. <u>Subconsultants</u></b>			
Design Surveying		\$0	
Construction Surveying		\$0	
Design Testing		\$0	
Fixed Payment	15%	\$0	
			<hr/>
			\$0
<b>TOTAL COST</b>			
<b>Total Items 4, 5 and 6</b>			<hr/> <hr/>
			\$25,263

**ATTACHMENT E**  
**LUMP SUM FEE DISTRIBUTION TO THE ENGINEER**  
**TxDOT CSJ NO. 1108BIGSP - FUEL TASK**

Subject to the limitations of Section 5 and other provisions of the Agreement the lump sum fee for Basic Services as provided under Section 5 - Payment to the Engineer shall be distributed on the basis of the following percentages of the total lump sum fee for the phases of the Project.

Phase	Fee	Percentage
Preliminary Engineering Report	\$8,337	33.0%
Preliminary Design	\$0	0.0%
Final Design	\$9,095	36.0%
Bidding	\$1,768	7.0%
<b>TOTAL</b>	<b>\$19,200</b>	<b>76.0%</b>
Construction Period Services	\$4,547	18.0%
Closeout Services	\$1,516	6.0%
<b>SUBTOTAL</b>	<b>\$6,063</b>	<b>24.0%</b>
<b>GRAND TOTAL</b>	<b>\$25,263</b>	<b>100.0%</b>