



# CITY OF Big Spring

## CITY COUNCIL AGENDA

**Tuesday, June 24, 2014**

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, June 24, 2014, 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.**

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

**Thank You!**

1. Invocation & Pledge of Allegiance to the United States Flag and to the Texas State Flag McLellan

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

### **Public Hearings & Announcements**

2. **Public Hearing** – Regarding a Replat of Lots 4-9, Block 35, and Part of an Abandoned Alley of, Government Heights to Bauer Addition, Being 1.102 Acres Located West of US Hwy 87 (Gregg Street) and South of North 10<sup>th</sup> Street. Zoned: Light Commercial. Applicant: Kistenmacher Engineering Group Browning

### **Disposition of Minutes**

3. Approval of the Minutes of the Joint Special Meeting of the Planning and Zoning Commission and the City Council Held on June 3, 2014 and of the City Council Meeting Held on June 10, 2014 5-10      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 | 11-18 | Moore |
|----|--|-------|-------|

### **Bids**

- |    |  |       |        |
|----|--|-------|--------|
| 5. | Award the Bid for Miscellaneous Concrete Services and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | 19    | Medina |
| 6. | Award the Bid for Bank Depository Services and Authorizing the Mayor or His Designee to Execute Any Necessary Documents        | 20-22 | Medina |

### **Routine Business**

- |    |  |  |           |
|----|--|--|-----------|
| 7. | Vouchers for 06/12/14 \$ 1,323,189.89<br>Vouchers for 06/19/14 \$ 307,953.22 |  | Fernandez |
|----|--|--|-----------|

### **New Business**

- |     |  |       |          |
|-----|--|-------|----------|
| 8.  | First Reading of an Ordinance Approving a Replat of Government Heights to Bauer Addition, Lots 4-9, Block 35, and Part of an Abandoned Alley, an Addition to the City of Big Spring, Howard County, Being 1.102 Acres Located West of US Hwy 87 (Gregg Street) and South of 10 <sup>th</sup> Street  | 23-24 | Browning |
| 9.  | First Reading of a Resolution Designating the Nominee for the Position of Director, Vacated by Dale Humphreys, on the Board of Directors of the Howard County Joint Tax Appraisal District for the Years of 2015 and 2016  | 25-26 | McLellan |
| 10. | First Reading of an Ordinance Amending Ordinance Number 029-2013 Which Adopted the Annual Budget for the Fiscal Year Beginning October 1, 2013 and Ending September 30, 2014 to Move Funds from the General Fund and Create New Enterprise Funds for the Landfill and Sanitation Departments for the Purpose of Tracking Revenues and Expenses                           | 27-34 | Moore    |
| 11. | Consideration and Approval of a Proposed Vacate and Abandonment of an Unused 20' Utility Easement Beginning at a Manhole Located at Latitude 32.228164 Longitude -101.470096 and Ending at a Manhole Located at Latitude 32.228500 Longitude -101.469267 Located Within Section 7, Block 32, Township 1 South of the T&P RR Co. Survey, Big Spring, Howard County, Texas | 35-36 | Womack   |

- |     |  |       |         |
|-----|--|-------|---------|
| 12. | Approval of an Agreement with Boler Equipment Services, Inc. for Utility Services and Authorizing the City Manager to Execute Any Necessary Documents  | 37-54 | Medina  |
| 13. | Approval of the Second Amendment to the Lease Agreement between the City and New Cingular Wireless PCS, LLC for Antenna Space on a City Water Tower and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | 55-58 | Sjogren |
| 14. | Approval and Acceptance of the Minutes of the Meeting of the Big Spring Economic Development Corporation Held on May 20, 2014  | 59-61 | Sjogren |
| 15. | Appointment to the McMahon/Wrinkle Airpark Development Board<br><b>1 - Opening</b>   | 62    | Darden  |
|     | Terry Hansen   | Yes   | 63-66   |
|     | Rodney Patridge  | Yes   | 67-69   |
|     | Roy Taylor   | Yes   | 70      |

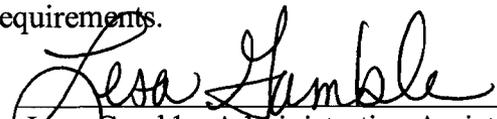
**City Manager's Report**

- |     |            |        |
|-----|------------|--------|
| 16. | Water Taps | Darden |
|-----|------------|--------|

**Council Input**

- |     |                   |          |
|-----|-------------------|----------|
| 17. | Budget Priorities | McLellan |
| 18. | Input             |          |
| 19. | Adjourn           | McLellan |

I hereby certify that this agenda was posted on the official bulletin boards at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on Friday, June 20, 2014 at 5:00 p.m. In addition this agenda and supporting documents are posted on the City of Big Spring's website, [www.mybigspring.com](http://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 \_\_\_\_\_, 2014 at \_\_\_\_\_ a.m./p.m.

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

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

The City Council of the City of Big Spring, Texas, met in a joint special meeting (workshop) with the Planning and Zoning Commission in the City Council Chambers located at 307 E. 4<sup>th</sup>, Big Spring, Texas, at 6:00 p.m., June 3, 2014, with the following members present:

LARRY McLELLAN	Mayor
RAUL BENAVIDES	Mayor Pro Tem
RAUL J. MARQUEZ	Councilmember
CARMEN HARBOUR	Councilmember
JUSTIN MYERS	Councilmember
BOBBY McDONALD	Councilmember
MARVIN BOYD	Councilmember

Same and constituting a quorum; and

TODD DARDEN	City Manager
LINDA SJOGREN	City Attorney
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
JOHNNY WOMACK	Public Works Director
JIM LITTLE	Airpark Director
DON MOORE	Finance Director/ City Secretary
TIM GREEN	Municipal Court Judge
TOM DIXON	City Planner

## **PRESENTATIONS & PUBLIC HEARINGS**

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

Mayor McLellan gave the invocation and led the Pledge of Allegiance to the American and Texas Flags.

### **NEW BUSINESS**

#### **DISCUSSION REGARDING STATUS OF UPDATE TO THE CITY'S COMPREHENSIVE PLAN INCLUDING THE NORTH SECTOR EXPANSION AND THE COMPREHENSIVE PLAN FOR THE AIRPORT AND INDUSTRIAL PARK**

Dan Sefco with Freeze and Nichols gave a presentation and update to the City Council on the City's Comprehensive Plan including the North Sector Expansion and the Comprehensive Plan for the Airport and Industrial Park. Mr. Sefco discussed how the

Comprehensive Plan will prepare the City for the potential increase in new business in the area north of Interstate 20 and the anticipated growth at the Airpark resulting from new rail spur construction and the reliever route.

**ADJOURN**

Motion was made by Councilmember Boyd, seconded by Councilmember Marquez, with all members of the Council voting “aye” to adjourn at 7:20 p.m.

CITY OF BIG SPRING, TEXAS

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Larry McLellan, 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 regular meeting in the City Council Chambers located at 307 E. 4<sup>th</sup>, Big Spring, Texas, at 5:30 p.m., June 10, 2014, with the following members present:

LARRY McLELLAN	Mayor
RAUL BENAVIDES	Mayor Pro Tem
RAUL J. MARQUEZ	Councilmember
CARMEN HARBOUR	Councilmember
JUSTIN MYERS	Councilmember
BOBBY McDONALD	Councilmember
MARVIN BOYD	Councilmember

Same and constituting a quorum; and

TODD DARDEN	City Manager
LINDA SJOGREN	City Attorney
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
JOHNNY WOMACK	Public Works Director
JIM LITTLE	Airpark Director
DON MOORE	Finance Director/ City Secretary
TIM GREEN	Municipal Court Judge
TOM DIXON	City Planner

## **PRESENTATIONS & PUBLIC HEARINGS**

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

Mayor McLellan gave the invocation and led the Pledge of Allegiance to the American and Texas Flags.

### **DISPOSITION OF MINUTES**

#### **APPROVAL OF MINUTES OF THE REGULAR MEETING OF MAY 27, 2014**

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

## **CONSENT ITEMS**

FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NUMBER 29-2013 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014 TO INCREASE THE MOTEL TAX FUND BUDGET FOR THE PURPOSE OF ADDITIONAL EVENT FUNDING; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE

FINAL READING OF A RESOLUTION AMENDING THE PERSONNEL POLICIES AND PROCEDURES HANDBOOK TO INCLUDE A NEW SECTION 11 ENTITLED "HIGHER EDUCATION INCENTIVE PROGRAM" UNDER CHAPTER 7 ENTITLED "COMPENSATION" AUTHORIZING REIMBURSEMENT OR ADVANCES TO EMPLOYEE PARTICIPANTS TOWARDS AN APPROVED DEGREE PLAN; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember Harbour, seconded by Mayor Pro Tem Benavides, with all members of the Council voting "aye" approving the second and final reading of the above listed ordinance and resolution.

## **BIDS**

AWARD THE BID FOR CONSTRUCTION OF THE 2014 WATER SYSTEM IMPROVEMENTS AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Mayor Pro Tem Benavides, seconded by Councilmember Marquez, with all members of the Council voting "aye" awarding the bid to Tejas Partners Construction, LLP in the amount of \$244,550.00 for the above captioned improvements.

REQUEST FOR PERMISSION TO ADVERTISE FOR BIDS FOR BORING UNDER I-20 AND CONSTRUCTING A NEW SEWER LINE TO SERVE ANTICIPATED GROWTH IN THE NORTH SECTOR OF THE CITY

Motion was made by Mayor Pro Tem Benavides, seconded by Councilmember Harbour, with all members of the Council voting "aye" granting permission to advertise for bids on the above captioned project.

## **ROUTINE BUSINESS**

Councilmember Boyd reviewed the vouchers. Motion was made by Councilmember Boyd, seconded by Councilmember Harbour, with all members of the Council voting "aye" approving vouchers in the amount of \$563,876.40 (05/29/14) and \$165,267.01 (06/05/14).

## **NEW BUSINESS**

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 Benavides, seconded by Councilmember Harbour, with all members of the Council voting "aye" approving the first reading of the above captioned resolution.

CONSIDERATION AND APPROVAL OF THE CITY OF BIG SPRING TAX ABATEMENT GUIDELINES AND CRITERIA

Linda Sjogren, City Attorney, explained that the City of Big Spring Tax Abatement Guidelines and Criteria need to be updated in accordance with State law. Motion was made by Councilmember Harbour, seconded by Councilmember Boyd, with all members of the Council voting "aye" approving the City of Big Spring Tax Abatement Guidelines and Criteria.

CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 1 TO RED RIVER CONSTRUCTION CONTRACT "A" FOR THE BIG SPRING WATER TREATMENT PLANT IMPROVEMENTS AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Harbour, seconded by Councilmember Boyd, with all members of the Council voting "aye" approving the above captioned change order.

CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC. FOR ENGINEERING SERVICES NECESSARY TO OBTAIN A CONSTRUCTION AND OPERATIONS PERMIT FOR THE NEW LANDFILL FROM THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Mayor Pro Tem Benavides, seconded by Councilmember McDonald, with all members of the Council voting "aye" approving the above captioned professional services agreement.

## **CITY MANAGER'S REPORT**

Mr. Darden reported that there would be a budget workshop after the council meeting on June 24, 2014.

## **COUNCIL INPUT**

Mayor McLellan announced that the Pops in the Park Committee is in need of contributions to help with the July 3, 2014 event.

Councilmember Marquez and Councilmember Harbour thanked staff members for their help on some issues.

Councilmember McDonald announced that the Ports to Plains committee will have a meeting at the Settles Hotel on July 16, 2014 and there are many important changes coming to Big Spring in the near future.

## **ADJOURN**

Motion was made by Councilmember Marquez, seconded by Councilmember Harbour, with all members of the Council voting "aye" to adjourn at 6:03 p.m.

CITY OF BIG SPRING, TEXAS

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Larry McLellan, 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 3<sup>rd</sup> day of June, 2014, pursuant to an Order of Sale, the Sheriff of Howard County offered 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 28<sup>th</sup> day of June, 2014, 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 10<sup>th</sup> day of June, 2014, 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 24<sup>th</sup> day of June, 2014, with all members of the Council voting “aye” for the passage of same.

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Larry McLellan, Mayor

ATTEST:

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Tami L. Davis, Assistant City Secretary

EXHIBIT "A"

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 \_\_\_\_\_, 2014, at 10:00 a.m., levy upon and will proceed to sell for cash to the highest bidder at public auction on the 3<sup>rd</sup> day of June, 2014, 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. 6358

HOWARD COUNTY, ET AL VS EDITH ANDERSON, ET AL

EXHIBIT NO. DEFENDANT NAME	PROPERTY DESCRIPTION	ADDRESS
No. 1 Anderson, Edith	A .50 acre tract out of and part of the NE/4 of Sc 36, Bk 33, T1S, T&P Ry. Co. Survey, Howard County, Texas	n/a
No. 2 Arguello, Thomas P.	Lt 24, Bk 4, Wrights Airport Addn., City of Big Spring, Howard County, Texas	1210 Madison
No. 3 Brown, Rogers	A tract of land out and part of Sc 26, Bk 33, T1N, T&P Ry. Co. Survey, Howard County, Texas	701 N. San Antonio
No. 4 Bustamante, Erminia	Lt 28, Bk 4, Wrights Airport Addn., City of Big Spring, Howard County, Texas	1202 Madison
No. 5 Campbell, Janie	W/50' of the E/187' of Bk 3, Hathcock Heights Addn., City of Big Spring, Howard County, Texas	105 E. 12 <sup>th</sup>
No. 6 Cavazos, Eva	E/50' of Lts 4, 5 and 6, Bk 6, Cedar Crest Addn., City of Big Spring, Howard County, Texas	806 W. 8 <sup>th</sup>

No. 8 Duncan, D. C. and Duncan, Lois O.	Lt 4, Bk 21, Jones Valley Addn., City of Big Spring, Howard County, Texas	n/a
No. 10 Harper, Jason Rand	Lt 6, Bk 4, Adelle Addn., City of Big Spring, Howard County, Texas	1504 W 1 <sup>st</sup>
No. 10 Harper, Jason Rand	Lt 7, Bk 4, Adelle Addn., City of Big Spring, Howard County, Texas	1500 W 1 <sup>st</sup>
No. 10 Harper, Jason Rand	Lt 8, Bk 4, Adelle Addn., City of Big Spring, Howard County, Texas	1501 Meadow
No. 10 Harper, Jason Rand	Lt 9, Bk 4, Adelle Addn., City of Big Spring, Howard County, Texas	1503 Meadow
No. 10 Harper, Jason Rand	Lt 10, Bk 4, Adelle Addn., City of Big Spring, Howard County, Texas	1505 Meadow
No. 10 Harper, Jason Rand	All of Bk 5, Adelle Addn., City of Big Spring, Howard County, Texas	1500 Meadow
No. 10 Harper, Jason Rand	All undivided interest of Jason Rand Harper in and to Lts 1-6, Bk 6, Adelle Addn., City of Big Spring, Howard County, Texas	1603 Meadow
No. 12 Silvas, Madeline, et al	Lt 7, & W/47' of Lt 8, Bk 102, Original City of Big Spring, Howard County, Texas	306 N Bell
No. 13 Smith, J. P., et al	A tract of land out of Sc 32, Bk 32, T1N, T&P Ry Co Survey, Howard County, Texas	1205 W 5 <sup>th</sup>
No. 14 Walker, Robert James, Jr.	W/2 of Lt 9, Bk 99, Original Town of Big Spring, Howard County, Texas	631 Sgt Paredez
No. 15 Welsh, Rebecca Sue, et al	Lt 6, Bk 78, Original Town of Big Spring, Howard County, Texas	910 Goliad
No. 16 White, Talmer Lee aka White, T. L., et al	A tract of land out of Sc 32, Bk 33, T1N, T&P Ry Co Survey, Howard County, Texas	810 San Antonio

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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
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 AUCTION**

**DATE: SATURDAY, JUNE 28, 2014**

**TIME: 9:00 A.M.**

**LOCATION: HALL CENTER FOR THE ARTS  
AUDITORIUM, HOWARD COLLEGE CAMPUS, BIG  
SPRING, TEXAS**

**AUCTIONEER-SCOTT EMERSON  
WEBSITE-BUYTAXPROPERTY.COM**

<b>Property No.</b>	<b>Acct. No.</b>	<b>PROPERTY Owner</b>	<b>Legal Description</b>	<b>Address</b>	<b>Recording Vol &amp; Pg</b>	<b>Assessed Value</b>
	51532001200	Howard County, et al vs. Librado Canales, Jr.	A tract of land out of SE/4 of Sc 32, Blk 32, T1S, Howard County, Texas	506 Matt Loop Rd.	1356/57	\$14,675
	B2640007600	Howard County, et al vs. Eva Cavazos	E/50' of Lts 4, 5 & 6, Bk 6, Cedar Crest Addn., City of Big Spring, Howard County, Texas	806 W 8th	1357/471	\$750
	51442034500	Howard County, et al vs. Bertha Castillo	A tract of land out of the SE/4 of Sc 42, Bk 32, T1N, Tract 41, City of Big Spring, Howard County, Texas (819), Howard County, Texas	517 N. Goliad	1388/344	\$1,306
	B5070000800	Howard County, et al vs. Robert Garza and Olga Garza	S/2 of Lt 9, Bk 1, Porter Addn., City of Big Spring, Howard County, Texas	407 Owens	1388/341	\$750
	B2880041300	Howard County, et al vs. The Frances F. Hock Living Trust	S/2 of Lt 7, Bk 38, Cole & Strayhorn Addn., City of Big Spring, Howard County, Texas	1011 E. 16 <sup>th</sup>	1388/347	\$2,000
	B2460008500	Howard County, et al vs. Anselmo Hilario	W/2 of Lt 9, and all of Lt 10, Bk 11, Brown Addn, City of Big Spring, Howard County, Texas	1703 W. 3 <sup>rd</sup>	1372/13	\$23,450

	F4890120001	Howard County, et al vs. Zirah A. LeFevre	Lt 16, Bk 56, Original Town of Forsan, Howard County, Texas	n/a	339/343	\$100
	B2040003300	Howard County Trustee	Lt 5, Bk 7, Adelle Addn., City of Big Spring, Howard County, Texas	1403 W. 1 <sup>ST</sup>	652/497	\$250
	B2040003200	Howard County Trustee	Lt 4, Bk 7, Adelle Addn., City of Big Spring, Howard County, Texas	1405 W. 1 <sup>ST</sup>	652/497	\$250

## **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 2013 TAXES, AND ALL TAXES ASSESSED THEREAFTER; PLEASE CONTACT TAX ASSESSOR COLLECTOR FOR AMOUNTS DUE FOR 2013**

**VALUES SHOWN ARE VALUES ASSESSED BY THE HOWARD COUNTY APPRAISAL DISTRICT**

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

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

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

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

**VIEW PROPERTIES AT SPRING CITY AUCTION @ [buytaxproperty.com](http://buytaxproperty.com)**

**DREW MOUTON  
MOUTON & MOUTON, P.C.  
Attorneys at Law  
200 West Third Street; P. O. Box 1030  
Big Spring, TX 79721-1030  
Contact: Kristie Raspe, Legal Assistant: Telephone (432) 264-7465  
ATTORNEY FOR THE HOWARD COUNTY TAXING ENTITIES (with the exception of Coahoma ISD)**

***City of Big Spring***  
***Purchasing and Material Control***  
***Memorandum***

**To:** Honorable Mayor, City Council, City Manager  
**From:** Paul Sotelo, Purchasing Agent  
**Date:** June 24, 2014  
**Subject:** Request for Bid Award for ADA and Miscellaneous Concrete Services

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On Monday, June 16, 2014, the City of Big Spring accepted sealed bids for **ADA and Miscellaneous Concrete Services**. We sent out twelve (12) proposals and received one (1) response. A bid tabulation has been attached for your viewing and consideration.

**Recommendation:** The staff recommends the bid be awarded to **DG Construction** for the amount of \$89,301.50.

***City of Big Spring***  
***Purchasing and Material Control***  
***Memorandum***

**To:** Honorable Mayor, City Council, City Manager  
**From:** Paul Sotelo, Purchasing Agent  
**Date:** June 24, 2014  
**Subject:** Request for Bid Award for Bank Depository Services

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On Monday, June 16, 2014, the City of Big Spring accepted sealed proposals for **Bank Depository Services**. We sent out seven (7) proposals and received two (2) responses. Information used to evaluate the banks has been attached for your viewing and consideration.

**Recommendation:** The staff recommends the bid be awarded to **BBVA Compass**.

# City of Big Spring, Texas

## Depository Proposal Scoring

6/17/2014

Average of Alonzo Echavarria - Assistant Finance Director & Donald Moore Finance Director

	Points	Prosperity Bank	BBVA Compass
Interest rates, on both investments and time deposits	0-20	14.0	16.5
Ability to meet the City's specifications	0-30	22.5	22.5
Cost of services to be provided	0-50	41.0	42.5
Total Points	0-100	77.50	<b>81.50</b>

**Staff Recommends BBVA  
Propserity Bank**

## Service Fee Schedule

6/17/2014

	<u>Example</u>	<u>Prosperity Bank</u>	<u>BBVA Compass Bank</u>	
Account Service Fee	\$ 8.00	n/c	n/c	
Other Monthly Fees	10.00	n/c	n/c	
Checks Written	0.15	n/c	n/c	
Deposits	0.40	n/c	n/c	
Checks Deposited	0.05	n/c	n/c	
Remote Capture Monthly Fee	N/A	n/c	n/c	
Electronic Credit Card Transactions	0.15	Did not submit	Did not submit	1.)
ACH Monthly Fees	20.00	n/c	n/c	
ACH-File Origination	2.50	n/c	n/c	
ACH-Per Item Origination	0.10	n/c	n/c	
ACH-Items Received	0.05	n/c	n/c	
Incoming Wire	6.00	n/c	n/c	
Outgoing Wire	5.00	n/c	n/c	
Stop Payment Fees	5.00	n/c	n/c	
Returned Item Chargeback	2.50	n/c	n/c	
FDIC Assessment Fee Per \$1,000	0.128	n/c	n/c	

## Earnings Credit Rate

<b>Example</b>	<b>.25% on collected balance</b>
<b>Well Prosperity Bank</b>	
Money Market June 2014 2.00%	
Prosperity Bank Submitted 2013 CD rates 2.)	
<b>BBVA Compass</b>	
Money Market One Month Libor rate plus .04%	
June Money Market 2014 rate would have been 2.06%	
June 2014 CD rate .0510	
<b>Notes</b>	
1.) We believe both banks use a third party credit card merchant services and the fees are unknowned at this time.	
2.) We usually deposit the City's CD in banks other than our depository to increase the amount of FDIC insurance on the city's deposits, so the depository CD rate is not a concern.	

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, APPROVING A REPLAT OF GOVERNMENT HEIGHTS TO BAUER ADDITION, LOTS 4-9, BLOCK 35 AND PART OF AN ABANDONED ALLEY, AN ADDITION TO THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS, BEING APPROXIMATELY 1.102 ACRES LOCATED WEST OF US HWY 87 (GREGG STREET) AND SOUTH OF 10<sup>TH</sup> STREET, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Planning and Zoning Commission has given its final approval of the replat of Government Heights to Bauer Addition, Lots 4-9, Block 35, and part of an abandoned alley, an addition to the City of Big Spring, Howard County, Texas; and

**WHEREAS**, a public hearing was held by the City Council on June 24<sup>th</sup>, 2014;

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

**SECTION 1.** The replat of Government Heights to Bauer Addition, Lots 4-9, Block 35, and part of an abandoned alley, an addition to the City of Big Spring, Howard County, Texas is hereby approved by said City Council.

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

**SECTION 3.** This ordinance shall take effect immediately from and after its passage upon two readings in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

**PASSED AND APPROVED** on the first reading at a regular meeting of the City Council on the 24<sup>th</sup> day of June, 2014, with all members present voting "aye" for the passage of same.

**PASSED AND APPROVED** on the first reading at a regular meeting of the City Council on the 8<sup>th</sup> day of July, 2014, with all members present voting "aye" for the passage of same.

\_\_\_\_\_  
Larry McLellan, Mayor

ATTEST:

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



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

A RESOLUTION OF THE CITY COUCIL OF THE CITY OF BIG SPRING, TEXAS DESIGNATING THE FOLLOWING AS NOMINEE FOR THE POSITION OF DIRECTOR ON THE BOARD OF DIRECTORS OF THE HOWARD COUNTY JOINT TAX APPRAISAL DISTRICT FOR THE YEARS OF 2015 AND 2016.

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

That \_\_\_\_\_ be and is hereby selected as the City of Big Spring nominee for the position of Director on the Board of Directors for the Howard County Joint Tax Appraisal District for the years of 2015 and 2016.

**PASSED AND APPROVED** on first reading at a regular meeting of the City Council on the 24<sup>th</sup> day of June 2014, with all members present voting "aye" for the passage of the same.

**PASSED AND APPROVED** on second and final reading at regular meeting of the City Council on the 8<sup>th</sup> day of July 2014, with all members present voting "aye" for the passage of same.

\_\_\_\_\_  
Larry McLellan, Mayor

ATTEST:

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



# HOWARD COUNTY APPRAISAL DISTRICT

Ronny Babcock, RPA, RTA, RTC  
Chief Appraiser

June 6, 2014

Todd Darden  
Big Spring City Manager  
310 Nolan  
Big Spring, TX 79720

Dear City Manager Darden:

As you are aware, Dale Humphreys retired and removed himself from the Howard County Appraisal District Board of Directors effective May 14, 2014.

Due to the vacancy, each taxing unit may nominate by resolution a candidate to fill the vacancy. The entity is given 45 days to submit a nominee.

If you have any questions or need any explanation, please call or come by.

Sincerely,

Ronny Babcock RPA,RTA,RTC  
Chief Appraiser

RB/sm

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING SPRING, TEXAS, AMENDING ORDINANCE NUMBER 029-2013 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014 TO MOVE FUNDS FROM THE GENERAL FUND AND CREATE NEW ENTERPRISE FUNDS FOR LANDFILL AND SANITATION DEPARTMENTS IN ORDER TO TRACK REVENUES AND EXPENSES OF THESE DEPARTMENTS; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2013-14 budget for the City of Big Spring, Texas on September 24, 2013;

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

SECTION 1. Enacted.

THAT a new Enterprise Fund is added to the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2013 and ending September 30, 2014 by moving the amount of \$11,025,923 from the General Fund and creating new account numbers for the Sanitation and Landfill Departments (See Attachment A for department breakdowns) in order to track revenues and expenses. The funds shall also include a \$88,368 transfer budget amendment to record the transfer of the City's and County's payment to the closure account for 2013-14 fiscal year.

SECTION 2. Continuing effect.

THAT the remaining portions of Ordinance Number 029-2013 shall remain in full force and effect.

SECTION 3. Repeal.

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

SECTION 4. Publication.

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

SECTION 5. Effective Date.

THAT, this ordinance shall be in force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 24<sup>th</sup> day of June, 2014 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 8<sup>th</sup> day of July, 2014 with all members of the Council voting “aye” for the passage of same.

CITY OF BIG SPRING

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Larry McLellan, Mayor

ATTEST:

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Tami L. Davis, Assistant City Secretary

**ATTACHMENT A**

**City of Big Spring,  
TX**

**Landfill (440) and Sanitation (445) funds Budget  
Fiscal year 2013-2014**

**Fund 445 - Sanitation**

<b>Operating Revenues</b>			
<i>Account in use</i>	<i>Proposed Account</i>		
002-4301	445-4301	REFUSE COLLECTION SERVICE	3,075,000.00
<b>Sanitation (445) total operating revenues</b>			<b>3,075,000.00</b>
<b>Operating Expenses</b>			
002-025-330-5010	445-025-330-5010	SALARIES	286,850.00
002-025-330-5022	445-025-330-5022	VACATION BUY BACK	975.00
002-025-330-5035	445-025-330-5035	OVERTIME	40,000.00
002-025-330-5045	445-025-330-5045	LONGEVITY	957.00
002-025-330-5050	445-025-330-5050	RETIREMENT	43,868.00
002-025-330-5060	445-025-330-5060	GROUP INSURANCE	36,923.00
002-025-330-5065	445-025-330-5065	WORKERS' COMPENSATION	14,146.00
002-025-330-5070	445-025-330-5070	RETIREMENT-DEFERRED COMP	13,710.00
002-025-330-5075	445-025-330-5075	LIFE & DISABILITY INSURANCE	5,449.00
002-025-330-5080	445-025-330-5080	MEDICARE	3,608.00
002-025-330-5085	445-025-330-5085	UNEMPLOYMENT TAXES	63.00
002-025-330-5114	445-025-330-5114	WEARING APPAREL	2,500.00
002-025-330-5116	445-025-330-5116	GASOLINE, OIL & GREASE	160,000.00
002-025-330-5117	445-025-330-5117	MINOR APPARATUS	2,700.00
002-025-330-5118	445-025-330-5118	JANITORIAL SUPPLIES	150.00
002-025-330-5120	445-025-330-5120	MEDICAL & SURGICAL SUPPLIES	100.00
002-025-330-5123	445-025-330-5123	OTHER SUPPLIES	200,000.00
002-025-330-5311	445-025-330-5311	MAINTENANCE OF BUILDINGS	500.00
002-025-330-5412	445-025-330-5412	VEHICLE MAINTENANCE	220,000.00
002-025-330-5413	445-025-330-5413	FIRE APPARATUS	200.00
002-025-330-5415	445-025-330-5415	MAINTENANCE OF RADIOS	200.00
002-025-330-5416	445-025-330-5416	MAINT. SANITATION CONTAINERS	18,000.00
002-025-330-5422	445-025-330-5422	MAINT HEATING & COOLING SYSTEM	250.00
002-025-330-5425	445-025-330-5425	MAINT. MACHINERY, TOOLS, PUMPS	250.00
002-025-330-5511	445-025-330-5511	COMMUNICATIONS	2,000.00
002-025-330-5520	445-025-330-5520	INSURANCE	13,000.00
002-025-330-5521	445-025-330-5521	SPECIAL SERVICES	100,000.00
002-025-330-5535	445-025-330-5535	RENTS	4,400.00

002-025-330-5550	445-025-330-5550	ELECTRICITY	2,100.00
002-025-330-5616	445-025-330-5616	JUDGEMENTS & DAMAGES	10,000.00
002-025-330-5643	445-025-330-5643	BAD DEBT EXPENSE	25,000.00
002-025-330-6404	445-025-330-6404	HEAVY EQUIPMENT	460,000.00
<b>New account*</b>	445-025-330-5129	LANDFILL EXPENSE	0.00
<b>Sanitation (445) total operating expenses</b>			<b>1,667,899.00</b>

### Fund 440 - Landfill

#### Operating Revenues

<i>Account in use</i>	<i>Proposed Account</i>		
002-4116	440-4116	DUMP GROUND PERMITS	3,000.00
		HOWARD COUNTY-LANDFILL	54,500.00
002-4205	440-4205	OPERATIONS	
002-4205-01	440-4205-01	HOWARD COUNTY-LANDFILL CLOSURE	22,092.00
002-4205-03	440-4205-03	HOWARD COUNTY-EMERGENCY MNGT	1,500.00
002-4205-04	440-4205-04	HOWARD COUNTY-STATE PARK	10,000.00
002-4304	440-4304	COMMERCIAL TIPPING FEES	270,000.00
002-4356	440-4356	LANDFILL ENVIRONMENTAL FEES	140,000.00
002-4614	440-4614	INTEREST INC-LANDFILL CLOSURE	2,000.00
<b>New account*</b>	440-4303	LANDFILL REVENUE FROM SANITATION	0.00
<b>Landfill (440) total operating revenues</b>			<b>503,092.00</b>

#### Operating Expenses

002-025-350-5010	440-025-350-5010	SALARIES	216,758.00
002-025-350-5022	440-025-350-5022	VACATION BUY BACK	3,200.00
002-025-350-5035	440-025-350-5035	OVERTIME	18,000.00
002-025-350-5045	440-025-350-5045	LONGEVITY	8,406.00
002-025-350-5050	440-025-350-5050	RETIREMENT	51,343.00
002-025-350-5055	440-025-350-5055	STANDBY PAY	1,950.00
002-025-350-5060	440-025-350-5060	GROUP INSURANCE	45,600.00
002-025-350-5065	440-025-350-5065	WORKERS' COMPENSATION	22,937.00
002-025-350-5070	440-025-350-5070	RETIREMENT-DEFERRED COMP	16,047.00
002-025-350-5075	440-025-350-5075	LIFE & DISABILITY INSURANCE	6,378.00
002-025-350-5080	440-025-350-5080	MEDICARE	3,529.00
002-025-350-5085	440-025-350-5085	UNEMPLOYMENT TAXES	72.00
002-025-350-5110	440-025-350-5110	OFFICE SUPPLIES	2,500.00
002-025-350-5112	440-025-350-5112	FOOD SUPPLIES	300.00
002-025-350-5114	440-025-350-5114	WEARING APPAREL	2,700.00
002-025-350-5116	440-025-350-5116	GASOLINE, OIL & GREASE	70,000.00
002-025-350-5117	440-025-350-5117	MINOR APPARATUS	2,000.00
002-025-350-5118	440-025-350-5118	JANITORIAL SUPPLIES	1,000.00
002-025-350-5119	440-025-350-5119	CHEMICALS	300.00
002-025-350-5120	440-025-350-5120	MEDICAL & SURGICAL	100.00
002-025-350-5123	440-025-350-5123	OTHER SUPPLIES	400.00

002-025-350-5124	440-025-350-5124	POSTAGE	40.00
002-025-350-5128	440-025-350-5128	UTILITIES	1,500.00
002-025-350-5311	440-025-350-5311	MAINTENANCE OF BUILDINGS	600.00
002-025-350-5412	440-025-350-5412	VEHICLE MAINTENANCE	50,000.00
002-025-350-5413	440-025-350-5413	FIRE APPARATUS	200.00
002-025-350-5422	440-025-350-5422	MAINT. HEATING & COOLING SYST	250.00
002-025-350-5425	440-025-350-5425	MAINT. MACHINERY, TOOLS, PUMPS	300.00
002-025-350-5511	440-025-350-5511	COMMUNICATIONS	2,200.00
002-025-350-5520	440-025-350-5520	INSURANCE	5,500.00
002-025-350-5521	440-025-350-5521	SPECIAL SERVICES	70,000.00
002-025-350-5521-05	440-025-350-5521-05	SPECIAL SERVICES-ENGINEERING	50,000.00
002-025-350-5521-14	440-025-350-5521-14	SPECIAL SERVICES-TCEQ	60,000.00
002-025-350-5530	440-025-350-5530	TRAVEL EXPENSE	600.00
002-025-350-5541	440-025-350-5541	PERMITS,LICENSES,TESTING FEES	400.00
002-025-350-5550	440-025-350-5550	ELECTRICITY	1,300.00
002-025-350-5555	440-025-350-5555	EDUCATION AND TRAINING	100.00
002-025-350-6226	440-025-350-6226	MISCELLANEOUS STRUCTURES	2,650,000.00
002-025-350-6226-01	440-025-350-6226-01	OTHER STRUCT-NEW LANDFILL	750,000.00
002-025-350-6401	440-025-350-6401	MOTOR VEHICLES	30,000.00
<b>Landfill (440) total operating expenses</b>			<b>4,146,510.00</b>

#### NEW ACCOUNTS

*New accounts were created in the current year to record the cost and revenue of landfill operation services rendered to Sanitation fund. The calculation is derived from tonnage processed, and would be posted monthly. As of March, 2014, costs were estimated at \$78,755.60.*

City of Big Spring, TX

**Landfill (440) and Sanitation (445) funds Budget  
Fiscal year 2013-2014**

**Fund 445 - Sanitation**

**Operating Revenues**

<i>Account in use</i>	<i>Proposed Account</i>		
002-4301	445-4301	REFUSE COLLECTION SERVICE	3,075,000
<b>Sanitation (445) total operating revenues</b>			<b>3,075,000</b>

**Operating Expenses**

002-025-330-5010	445-025-330-5010	SALARIES	286,850
002-025-330-5022	445-025-330-5022	VACATION BUY BACK	975
002-025-330-5035	445-025-330-5035	OVERTIME	40,000
002-025-330-5045	445-025-330-5045	LONGEVITY	957
002-025-330-5050	445-025-330-5050	RETIREMENT	43,868
002-025-330-5060	445-025-330-5060	GROUP INSURANCE	36,923
002-025-330-5065	445-025-330-5065	WORKERS' COMPENSATION	14,146
002-025-330-5070	445-025-330-5070	RETIREMENT-DEFERRED COMP	13,710
002-025-330-5075	445-025-330-5075	LIFE & DISABILITY INSURANCE	5,449
002-025-330-5080	445-025-330-5080	MEDICARE	3,608
002-025-330-5085	445-025-330-5085	UNEMPLOYMENT TAXES	63
002-025-330-5114	445-025-330-5114	WEARING APPAREL	2,500
002-025-330-5116	445-025-330-5116	GASOLINE, OIL & GREASE	160,000
002-025-330-5117	445-025-330-5117	MINOR APPARATUS	2,700
002-025-330-5118	445-025-330-5118	JANITORIAL SUPPLIES	150
002-025-330-5120	445-025-330-5120	MEDICAL & SURGICAL SUPPLIES	100
002-025-330-5123	445-025-330-5123	OTHER SUPPLIES	200,000
002-025-330-5311	445-025-330-5311	MAINTENANCE OF BUILDINGS	500
002-025-330-5412	445-025-330-5412	VEHICLE MAINTENANCE	220,000
002-025-330-5413	445-025-330-5413	FIRE APPARATUS	200
002-025-330-5415	445-025-330-5415	MAINTENANCE OF RADIOS	200
002-025-330-5416	445-025-330-5416	MAINT. SANITATION CONTAINERS	18,000
002-025-330-5422	445-025-330-5422	MAINT HEATING & COOLING SYSTEM	250
002-025-330-5425	445-025-330-5425	MAINT. MACHINERY, TOOLS, PUMPS	250
002-025-330-5511	445-025-330-5511	COMMUNICATIONS	2,000
002-025-330-5520	445-025-330-5520	INSURANCE	13,000
002-025-330-5521	445-025-330-5521	SPECIAL SERVICES	100,000
002-025-330-5535	445-025-330-5535	RENTS	4,400
002-025-330-5550	445-025-330-5550	ELECTRICITY	2,100
002-025-330-5616	445-025-330-5616	JUDGEMENTS & DAMAGES	10,000
002-025-330-5643	445-025-330-5643	BAD DEBT EXPENSE	25,000
002-025-330-6404	445-025-330-6404	HEAVY EQUIPMENT	460,000
<b>New account*</b>	445-025-330-5129	LANDFILL EXPENSE	816,711
<b>Sanitation (445) total operating expenses</b>			<b>2,484,610</b>

City of Big Spring, TX

**Landfill (440) and Sanitation (445) funds Budget  
Fiscal year 2013-2014**

**Fund 440 - Landfill**

**Operating Revenues**

<i>Account in use</i>	<i>Proposed Account</i>		
002-4116	440-4116	DUMP GROUND PERMITS	3,000
002-4205	440-4205	HOWARD COUNTY-LANDFILL OPERATIONS	54,500
002-4205-01	440-4205-01	HOWARD COUNTY-LANDFILL CLOSURE	22,092
002-4205-03	440-4205-03	HOWARD COUNTY-EMERGENCY MNGT	1,500
002-4205-04	440-4205-04	HOWARD COUNTY-STATE PARK	10,000
002-4304	440-4304	COMMERCIAL TIPPING FEES	270,000
002-4356	440-4356	LANDFILL ENVIRONMENTAL FEES	140,000
002-4614	440-4614	INTEREST INC-LANDFILL CLOSURE	2,000
<b>New account*</b>	440-4303	LANDFILL REVENUE FROM SANITATION	816,711
<b>Landfill (440) total operating revenues</b>			<b>1,319,803</b>

**Operating Expenses**

002-025-350-5010	440-025-350-5010	SALARIES	216,758
002-025-350-5022	440-025-350-5022	VACATION BUY BACK	3,200
002-025-350-5035	440-025-350-5035	OVERTIME	18,000
002-025-350-5045	440-025-350-5045	LONGEVITY	8,406
002-025-350-5050	440-025-350-5050	RETIREMENT	51,343
002-025-350-5055	440-025-350-5055	STANDBY PAY	1,950
002-025-350-5060	440-025-350-5060	GROUP INSURANCE	45,600
002-025-350-5065	440-025-350-5065	WORKERS' COMPENSATION	22,937
002-025-350-5070	440-025-350-5070	RETIREMENT-DEFERRED COMP	16,047
002-025-350-5075	440-025-350-5075	LIFE & DISABILITY INSURANCE	6,378
002-025-350-5080	440-025-350-5080	MEDICARE	3,529
002-025-350-5085	440-025-350-5085	UNEMPLOYMENT TAXES	72
002-025-350-5110	440-025-350-5110	OFFICE SUPPLIES	2,500
002-025-350-5112	440-025-350-5112	FOOD SUPPLIES	300
002-025-350-5114	440-025-350-5114	WEARING APPAREL	2,700
002-025-350-5116	440-025-350-5116	GASOLINE, OIL & GREASE	70,000
002-025-350-5117	440-025-350-5117	MINOR APPARATUS	2,000
002-025-350-5118	440-025-350-5118	JANITORIAL SUPPLIES	1,000
002-025-350-5119	440-025-350-5119	CHEMICALS	300
002-025-350-5120	440-025-350-5120	MEDICAL & SURGICAL	100
002-025-350-5123	440-025-350-5123	OTHER SUPPLIES	400
002-025-350-5124	440-025-350-5124	POSTAGE	40
002-025-350-5128	440-025-350-5128	UTILITIES	1,500
002-025-350-5311	440-025-350-5311	MAINTENANCE OF BUILDINGS	600
002-025-350-5412	440-025-350-5412	VEHICLE MAINTENANCE	50,000
002-025-350-5413	440-025-350-5413	FIRE APPARATUS	200
002-025-350-5422	440-025-350-5422	MAINT. HEATING & COOLING SYST	250
002-025-350-5425	440-025-350-5425	MAINT. MACHINERY, TOOLS, PUMPS	300
002-025-350-5511	440-025-350-5511	COMMUNICATIONS	2,200

City of Big Spring, TX

**Landfill (440) and Sanitation (445) funds Budget  
Fiscal year 2013-2014**

002-025-350-5520	440-025-350-5520	INSURANCE	5,500
002-025-350-5521	440-025-350-5521	SPECIAL SERVICES	70,000
002-025-350-5521-05	440-025-350-5521-05	SPECIAL SERVICES-ENGINEERING	50,000
002-025-350-5521-14	440-025-350-5521-14	SPECIAL SERVICES-TCEQ	60,000
002-025-350-5530	440-025-350-5530	TRAVEL EXPENSE	600
002-025-350-5541	440-025-350-5541	PERMITS,LICENSES,TESTING FEES	400
002-025-350-5550	440-025-350-5550	ELECTRICITY	1,300
002-025-350-5555	440-025-350-5555	EDUCATION AND TRAINING	100
002-025-350-6226	440-025-350-6226	MISCELLANEOUS STRUCTURES	2,650,000
002-025-350-6226-01	440-025-350-6226-01	OTHER STRUCT-NEW LANDFILL	750,000
002-025-350-6401	440-025-350-6401	MOTOR VEHICLES	30,000
<b>Landfill (440) total operating expenses</b>			<b>4,146,510</b>

<b>Total Budget Amendment of moving general fund budget to new enterprise funds</b>	<b>11,025,923</b>
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**NEW ACCOUNTS**

*New accounts were created in the current year to record the cost and revenue of landfill operation services rendered to Sanitation fund. The calculation is derived from tonnage processed, and will be posted monthly.*

**Landfill Transfer Accounts**

The City and the County each pay \$22,092.00 each year into the Landfill Closure balance. Since the County already paid for 2013-14 and it was put into the General Fund so an account and budget amount is needed to transfer this to the Landfill Closure Cash Account in the new Landfill fund 440.

440-4810	TRANS FROM G.F.	44,184
002-080-000-5821	TRANSFER TO LANDFILL	44,184

<b>Total Transfer Budget Amendment</b>	<b>88,368</b>
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CITY OF  
**Big Spring**  
**PUBLIC WORKS**  
**MEMORANDUM**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
MR. TODD DARDEN, CITY MANAGER

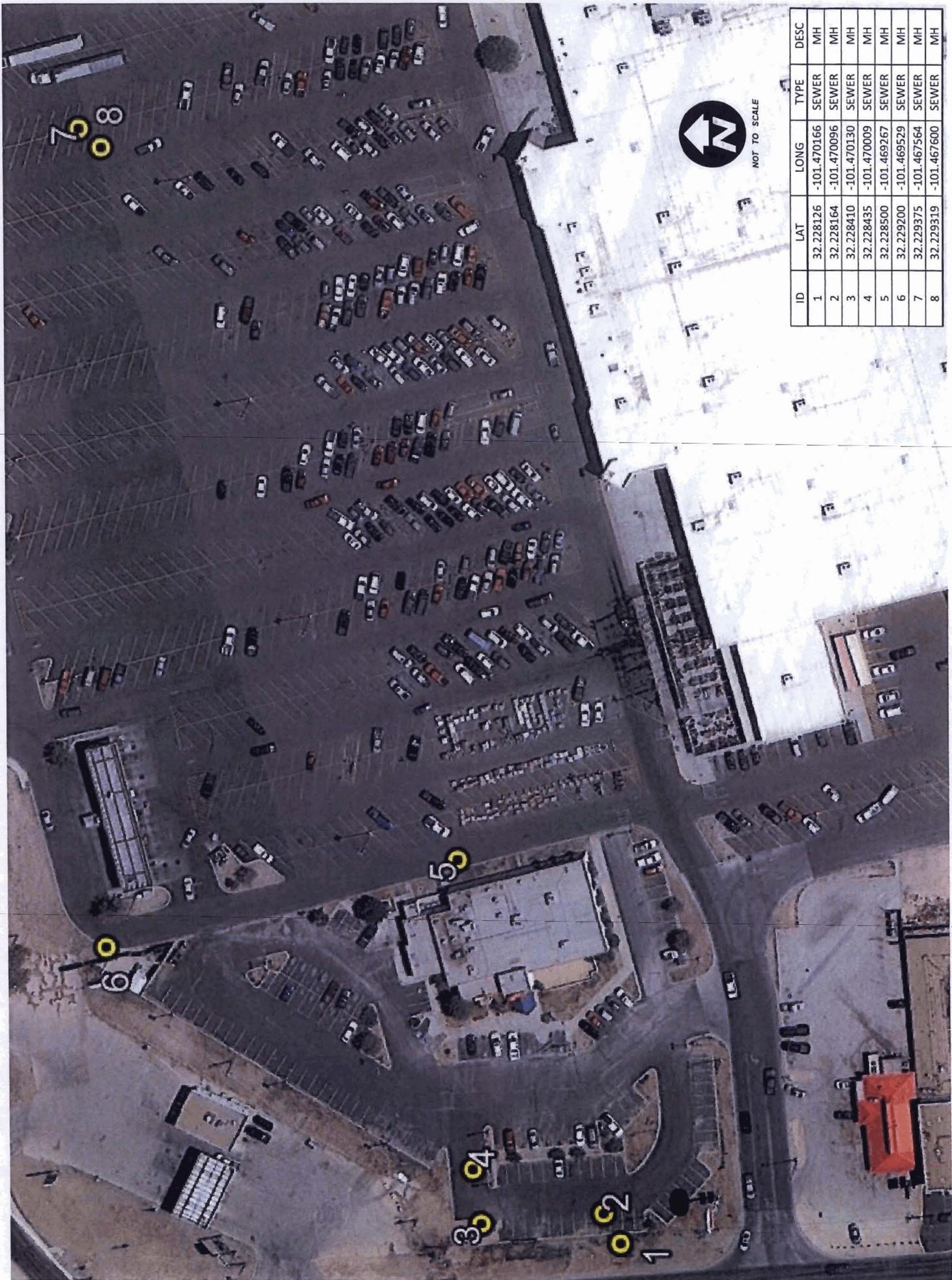
**FROM:** JOHNNY WOMACK, PUBLIC WORKS DIRECTOR

**SUBJECT:** DISCUSSION AND CONSIDERATION OF ABANDONMENT OF AN UNUSED  
20' UTILITY EASEMENT AND AUTHORIZING THE MAYOR TO EXECUTE  
ANY NECESSARY DOCUMENTS.

**DATE:** JUNE 20, 2014

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We are requesting your consideration for a proposed vacate and abandonment of an unused 20' utility easement beginning at a manhole located at Latitude 32.228164 Longitude -101.470096 and ending at a manhole located at Latitude 32.228500 Longitude -101.469267 located within Section 7, Block 32, Township 1 South of the T&P RR Co. Survey, Big Spring, Howard County, Texas.



ID	LAT	LONG	TYPE	DESC
1	32.228126	-101.470166	SEWER	MH
2	32.228164	-101.470096	SEWER	MH
3	32.228410	-101.470130	SEWER	MH
4	32.228435	-101.470009	SEWER	MH
5	32.228500	-101.469267	SEWER	MH
6	32.229200	-101.469529	SEWER	MH
7	32.229375	-101.467564	SEWER	MH
8	32.229319	-101.467600	SEWER	MH

**AGREEMENT BETWEEN THE CITY OF BIG SPRING AND  
BOLER EQUIPMENT SERVICES, INC.  
FOR UTILITY SERVICES**

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

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

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

**Section 3. Term.** The term of this Agreement shall be for a period of one (1) year commencing on the effective date, unless sooner terminated as provided herein.

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

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

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

**5.2** Contractor shall, at its expense, obtain all permits and licenses necessary for the performance of this Agreement and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance

of the Agreement, including all environmental laws and regulations, whether federal, state, or local.

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

**5.4** Contractor shall provide performance and payment bonds, based on the City’s estimated annual cost of work, within three days of execution of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Notices to **Contractor** shall be sent to:

Boler Equipment Services, Inc.  
4611 Sinclair Ave.  
Midland, TX 79707  
Ph: (432) 694-0660; Fax: (432) 694-2120

Notices to **City** shall be sent to:

City of Big Spring  
Attn: Todd Darden, City Manager  
310 Nolan  
Big Spring, TX 79721-1390  
Ph: (432) 264-2401; Fax: (432) 263-8310

**BOLER EQUIPMENT SERVICES, INC.**

**CITY OF BIG SPRING**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Todd Darden, City Manager

\_\_\_\_\_  
Printed Name

ATTEST:

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

Corporate Acknowledgment:

STATE OF TEXAS                   §  
  §  
COUNTY OF HOWARD           §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Texas

EXHIBIT A



CITY OF BIG SPRING
PURCHASING DEPARTMENT
1380 AIRPARK DRIVE EAST, BLDG 19
BIG SPRING, TEXAS 79720

Request for Proposal: Proposal No. 14-015

DESCRIPTION: Utility Services

RETURN BID: One (1) copy of sealed RFP(s) will be received at City Hall, 310 S. Nolan St., Big Spring, Texas 79720 no later than 2:00 p.m., for the items listed below.

The bid package should be labeled "Utility Services RFP". No faxed or emailed proposals will be accepted.

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying SPECIFICATIONS AND BID SHEET(S) are for your convenience in bidding the enclosed referenced products and/or services for the City of Big Spring.

BID OPENING INFORMATION:

DATE: Monday, May 5, 2014
TIME: 2:00 P.M.
PLACE: City of Big Spring
City Council Chambers
307 East 4th Street
Big Spring, Texas 79720

TENTATIVE SCHEDULE TIMELINE:

Issue RFP 04/17/14
Responses Due 05/05/14
Open Responses 05/05/14
Recommendation to Council 05/13/14

This invitation contains the documents checked below:

Table with 2 columns: Document Name and Status (X or blank line). Includes items like Invitation to Bid Cover Sheet, Instructions to Bidders, Conditions for Bidding, Specifications, Drawings, Bid Form, No Bid Page, Bid Bond, Standard Agreement Form, Insurance Requirements, Supplemental Instructions to Bidders, Conflict of Interest Questionnaire.

NOTICE

SEE ATTACHED SPECIFICATIONS AND DETAILS
PLEASE READ ALL INSTRUCTIONS TO BIDDERS CAREFULLY.

ALL PROPOSALS MUST BE EITHER MAILED OR DELIVERED TO THE ABOVE MAILING ADDRESS ONLY UNLESS OTHERWISE STATED IN THE PROPOSAL SPECIFICATIONS.

SPECIAL REQUIREMENTS:

No bid bond is required to be submitted with this bid unless otherwise stipulated in the attached specifications.

**INSTRUCTIONS TO PROPOSERS**  
**(PLEASE READ CAREFULLY)**

1. Submit proposal on the Proposal Form provided on page(s) 17-18 of this invitation in compliance with all conditions listed thereon.
2. Address all proposals to: CITY OF BIG SPRING  
HR DEPARTMENT  
310 NOLAN STREET  
BIG SPRING, TEXAS 79720

3. You must mark the outside of the envelope:

RFP No. 14-015  
OPENING DATE: **Monday, May 5, 2014**  
2:00 P.M.,

***PROPOSALS RECEIVED AFTER THE STATED TIME WILL NOT BE ACCEPTED BUT WILL BE RETURNED TO THE PROPOSER UNOPENED.***

4. It shall be the sole responsibility of the proposer to deliver personally or to mail his proposal to be received at City Hall, City of Big Spring, 310 S. Nolan St., Big Spring, Texas 79720, on or before the closing hour and date shown for receipt of proposals. A special envelope, plainly marked, addressed to the Purchasing Agent is enclosed with each invitation for proposal and should be used for the submission of the proposal.
5. **DO NOT** include Federal or State Tax on this proposal. The City of Big Spring is exempt from taxes imposed by the State and/or Federal Governments. Exemption Certificates, if required, are to be furnished by the successful proposer and will be completed by the City of Big Spring.

Tax ID #1-75-6000462-8

6. Quote net prices after deduction of trade discounts. Prices must be F.O.B. City of Big Spring, Big Spring, Texas. Proposers warrants by virtue of proposal that the prices quoted in this proposal will remain firm from the date of proposal opening until completion of delivery and acceptance by the City of Big Spring.
7. All proposers must furnish unit prices with extended totals and total sum of the bid. In the event of conflict between unit price and total, the unit price shall be used to determine the successful bidder.
8. State manufacturer, brand name, model, price, etc, in the space provided on the attached specifications and include complete specification sheets for each item on the invitation to bid on which you are bidding. This is a requirement for acceptance of your bid.
9. All items must be new unless specifically exempted in the specifications. This provision excludes surplus products.

10. Samples of items, when required, must be furnished free of charge and, if not called for within thirty (30) days from date of bid opening, will be disposed of by the City of Big Spring.
11. Be sure to read all conditions and verify amounts before submitting bids. No changes or additions will be allowed after submission.
12. Guarantees and warranties should be attached as part of the bid as they may be a consideration in awarding a contract.
13. Delivery or contract completion time must be shown as this date may determine the contract award, where time or delivery is a critical factor.
14. Additional information may be obtained from the Purchasing Agent City of Big Spring, 1380 Airpark Drive East, Bldg. #19, Big Spring, Texas 79720, telephone (432) 264-2388, email psotelo@mybigspring.com
15. The goods and/or services delivered as a result of award of contract shall remain the property of the seller until physical inspection is performed and material and/or services are accepted by the City of Big Spring. Performance is to be in compliance with terms outlined in the specifications and be of the highest quality. In the event the products supplied to the City of Big Spring are found to be defective or in non-conformance with the specifications, the City of Big Spring reserves the right to cancel the contract by written notice to the seller and to return such material to the seller at the seller's expense.
16. The successful bidder shall agree to defend, at his expense, all suits alleging infringement on any United States Patent by reason of the use or resale of any material furnished user, and will save the purchaser harmless from all expense of defending sale suits and from all payments which may be assessed against the purchaser on amount of such infringement.
17. Bidder must submit proposals strictly in accordance with the specifications. Any variations to the specifications must be specifically outlined by the bidder in his proposal. Slight variations to the specifications might be acceptable; however, the City of Big Spring reserves the right to make the determination as to what variations will be acceptable.

**EQUAL OPPORTUNITY EMPLOYER**

## **CONDITIONS FOR BIDDING**

- Signature:** This bid must be signed with the firm name and by an authorized officer, employee, or agent.
- Deviations:** Deviations from the specifications and alternate bids must be clearly shown on the attached bid form with complete information attached to the form. They may or may not be considered in the bid award procedures.
- Freight** Freight and other delivery charges to a destination at a designated City of Big Spring facility must be included in the bid. Charges may not be added after bid is opened.
- Discounts:** Show rate, total amount, and the latest day any discounts will be allowed after receipt of article and correct invoice, otherwise the City of Big Spring will deduct 2% within twenty (20) days.
- Prices:** If the unit price and extensions thereof do not coincide, the City of Big Spring may accept the bid for the lesser amount whether reflected by the extension or by the Invitation to Bid correct multiple of the unit price.
- Firm Prices:** All prices quoted will remain firm for ninety (90) days from the date and time of the bid opening and will become the contract price at the time of the award of bid, unless otherwise specified by the City of Big Spring or the Bidder.
- Identical Bids:** In the event of two (2) or more identical low bids, the contract maybe awarded arbitrarily or for any reason to such bidders or split in any portion between the said two (2) or more bidders at the discretion of the City of Big Spring.
- Liquidated Damages:** Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
- Ambiguity in Bid:** Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with the specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City of Big Spring.

The City of Big Spring reserves the right to accept part or all of any specific bid or bids, and to accept any bid or bids with or without trade-ins. The City of Big Spring reserves the right to reject any or all bids or part or all of any specific bid or bids.

## **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

### **1.0.1.1 Submittals**

Each proposal shall be submitted in a sealed, marked BID ENVELOPE. The Owner will not be responsible for the premature opening of any proposal which is not submitted in a satisfactory BID ENVELOPE or which is not properly addressed and identified.

### **1.0.1.2 Telephone - Corrections of Bids**

No original oral, telephonic or telegraphic proposals will be considered. Corrections, deletions or additions to bids may be made by wire, provided such wires are received in correct and comprehensive form prior to the opening time of bids, and confirmed by letter. No telephone corrections, deletions or additions will be accepted. The Owner reserves the right to reject any or all bids, and to waive any or all formalities in connection therewith.

### **1.0.1.3 Bid Form**

The Bid Form is bound in the Contract Documents and shall not be removed there from. Bid forms must be completed in ink. Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation shall be shown below the corporate name. Bids by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

The names of all persons signing must also be legibly printed below the signature. A Bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principle may be held to be the Bid of the individual signing. When requested by Owner, evidence of the authority of the person signing shall be furnished.

All blank spaces in the Bid Form shall be filled. A bid price shall be indicated for each item and alternative listed therein, or the words "No Bid", "No Charge", or other appropriate phrase shall be entered. Bids received without all such items completed may be considered non-responsive.

The Bid is not required to acknowledge receipt of Addenda. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, Owner may require the Bidder to identify any alteration so initialed.

### **1.0.1.4 Pre-Bid Conference**

A pre-bid conference may be held as indicated in the bid form, or by separate notice delivered to each person obtaining a Request for Bids Packet. Representatives of the City will discuss bid conditions and answer questions regarding bidding procedures.

### **1.0.1.5 Submission of Bids**

One copy of the bound documents must be submitted with the Bid.

Each Bid and accompanying data shall be enclosed in a sealed opaque envelope or wrapping, addressed to the City of Big Spring, Texas, and identified on the outside with the Bidder's name and with the project title as stated in the Invitation to Bid.

If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.

Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or the modified time and date indicated by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Oral, telephone, or telegraph Bids are invalid and will not receive consideration. No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

**The Purchasing Department clock will be the official time for receiving bids.**

**1.0.1.6 Modification and Withdrawal of Bids**

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

**1.0.1.7 Bids to Remain Open**

No bid may be withdrawn within a period of 30 days after the date fixed for opening bids. Owner shall release Bids and return bid securities as specified in this section under "Return of Bid Security".

**1.0.1.8 Award of Contract**

If the Contract is awarded, it shall be awarded to the bidder whom, in the Owner's judgment, is the lowest responsive, responsible Bidder. Owner reserves the right to reject all Bids, to waive formalities, and to reject nonconforming, non-responsive, or conditional Bids.

In evaluating Bids, the Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices if requested in the Bid-Agreement Form. Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment), and may reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

The evaluation of the Contractor's data submitted with the Bid, or submitted upon request prior to the Notice of Award will include consideration of:

- Experience and performance record of the Contractor and/or Subcontractors
- Experience and performance record of material manufactures and/or suppliers

If the contract is awarded, Owner shall give the apparent successful Bidder a Notice of Award within 30 days after the date of the Bid opening. The Agreement between Owner and Contractor (in the form of the Form of Agreement included herein) shall be executed by both Parties upon Bidder's receipt of the Notice of Award.

The Notice of Award will instruct the apparent successful bidder as to the date, time, and location of the pre-construction conference.

**1.0.2 Bid Security**

Each proposal must be accompanied by a Bid Bond, Certified and/or Cashier's Check (on a solvent bank in the State of Texas), drawn to the order of the Owner in the sum of not less than five percent (5%) of the total amount of the proposal. The bid bond must be executed by a surety meeting the requirements set forth in

General Conditions. The bid security shall be made payable without condition to the City of Big Spring, Texas, hereinafter referred to as Owner. The bid security may be retained by and shall be forfeited to the Owner as penalty if the Bid is accepted and a contract based thereon is awarded and the Bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within ten days after such award is made by Owner.

**1.0.3 Return of Bid Security**

The bid security of the successful Bidder will be retained until he has furnished the required Contract Security and insurance, whereupon checks furnished as bid security will be returned. If he fails to furnish the required Contract Security and insurance within ten days of the Notice of Award, Owner may annul the Notice of Award and the bid security of the Bidder will be forfeited. The bid security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the day after the required documents are delivered by Contractor to Owner but not to exceed 30 days after the Bid opening. Checks furnished as bid security by other Bidders will be returned within 30 days of the Bid opening.

**1.0.4 Interpretations**

All questions about the meaning or intent of the Contract Documents shall be submitted to Owner in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the bidding documents. Questions received less than five days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**1.0.5 Qualification of Bidders**

Bidders may be required to submit evidence that they have a practical knowledge of the particular Work bid upon, and that they have the financial resources to complete the proposed Work.

In determining the Bidder's qualifications, the following factors will be considered: Work previously completed by the Bidder and whether the Bidder (a) maintains a permanent place of business, (b) has adequate plant and equipment to do the Work properly and expeditiously, (c) and has the financial resources to meet all obligations incident to the Work, and (d) has appropriate technical experience.

Each Bidder may be required to show that he has handled former work so that no just claims are pending against such work. No Bid will be accepted from a Bidder who is engaged on any work which would impair his ability to perform or finance this Work.

**1.0.6 Taxes and Permits**

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against Owner or Contractor in connection with the Work shall be paid by Contractor. The bid prices shall include all such taxes and the costs of all required permits. The Owner is exempt from State Sales Tax. The Owner's State Sales Tax Exemption Number is 75-6000462-8.

**1.0.7 Examination of Contract Documents**

Each bidder shall thoroughly examine and be familiar with the Contract Documents. The submission of a bid shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract

documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to his bid or to the contract. No claim for extra or additional compensation will be allowed based upon a lack of knowledge of any contract document, and the Owner will in no case be responsible for any loss or for unanticipated cost that may be suffered by the Contractor as a result of conditions pertaining to the work.

#### **1.0.7.1 Familiarization with the Type of Work**

Before submitting his Bid, each prospective Bidder shall familiarize himself with the Work, local labor conditions and all laws, regulations, and other factors affecting performance of the Work. He shall carefully correlate his observations with requirements of the Contract Documents and otherwise satisfy himself of the expense and difficulties attending performance of the Work. The submission of a Bid will constitute a representation of compliance by the Bidder. There will be no subsequent financial adjustment for lack of such familiarization.

#### **1.0.8 Subcontractors and Suppliers**

Within 24 hours maximum after Bids are opened, the apparent low Bidder, and any other Bidder so requested, shall submit a list of all Subcontractors he expects to use in the Work.

##### **1.0.8.1 Subcontractor Qualification**

Particular consideration will be given to the qualifications of each Subcontractor proposed to perform more than 5 per cent of the Work. An experience statement with pertinent information as to similar projects and other evidence of qualification shall be furnished for each named Subcontractor, as requested by Owner. If the Owner after due investigation has reasonable objection to any proposed Subcontractor, he may, before giving the Notice of Award, request the apparent low Bidder to submit an acceptable substitute without an increase in his Bid. If the apparent low Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the Owner. Contractor shall not be required to employ any Subcontractor against whom he has reasonable objection. The use of Subcontractors listed by the Bidder and accepted by Owner prior to the Notice of Award will be required in the performance of the Work.

##### **1.0.8.2 Suppliers**

The list of Subcontractors shall also include the suppliers and manufacturers of the principal items of materials and equipment the Bidder expects to use in the Work.

#### **1.0.9 Copies of Contract Documents**

The Contractor to whom a contract is awarded will be furnished, without cost to him, 3 copies of the specifications and 3 sets of the drawings, together with all Addenda thereto. Additional copies of specifications and drawings may be obtained from the Owner on the following basis:

Each set of specifications and drawings:	\$50.00
--	---------

#### **1.0.10 Rejection of Bids**

The Owner reserves the right to reject any and all bids, and does not bind himself to accept the lowest bid or any proposal for this work or any part thereof and shall have the right to ask for new bids for the whole or parts, should he desire to do so.

#### **1.0.11 Performance and Payment Bond**

When required, Contractor shall furnish Performance and Payment Bonds within three days of execution of the Agreement between Owner and Contractor in accordance with state law covering faithful performance of

the Contract and payment of obligations arising thereunder. Bonds shall be obtained from a Company listed on the current U.S. Treasury list of approved Sureties and Underwriters. The cost thereof shall be included in the Contract Sum.

(a) Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the time stated above, furnish bond(s) each in a penal sum of at least the full amount of the contract as awarded in the form included in the specifications, which secures the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or service, of any nature, employed or used by him in performing the work. Such bond(s) shall bear the same date as or a date subsequent to, the date of the contract.

(b) On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

(c) The failure of the successful bidder to supply the required bonds three days after execution of the Agreement, or within such extended period as the City may grant based upon reasons determined adequate by the City, shall constitute a default, and the City may either award the contract to the next responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

#### **1.0.12 Waiver of Performance and Payment Bonds**

The requirement for Performance and Payment Bonds may be waived under the following conditions:

- 1) The Payment Bond is waived if the contract sum is under twenty-five thousand (\$25,000.00) dollars.
- 2) The Performance Bond is waived if the contract sum is under one-hundred thousand (\$100,000.00) dollars.

#### **1.0.13 Quantities are Approximate**

The quantities named in the bid-agreement form or separately listed are approximate only, but these are to be used as a basis for the comparison of proposals and to determine the amount of the bonds. However, if a unit price appears to the Owner to be unbalanced to such an extent that changes in actual quantities required under the contract might result in contract price adjustments which would increase payments to the Contractor excessively, then the Owner may take such a condition under consideration in making the award of the contract.

### **1.1 Employment Requirements and Wage Rates**

#### **1.1.1 General**

This contract shall be based upon payment by Contractor and his Subcontractors of wage rates not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

Contractor shall comply with all requirements of the prevailing wage law of the State of Texas, Texas Revised Civil Statutes, Title 10, Section 2258, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the general prevailing rate of wages.

**Utility Contractor Services Specifications and Bid Form**

The work and construction to be accomplished under this contract is located within the City of Big Spring, Texas city limits and/or extraterritorial jurisdiction (ETJ), and consists of municipal public works and capital improvement projects (CIP). Water and sewer line construction or replacement shall be bid on a maximum cost per foot basis. City has the option to supply some or all materials & supplies. Water and sewer taps shall be bid on a maximum per tap basis. City will haul all spoils, when needed, and deliver base for backfills of water and sewer taps. All work is on an as needed basis. The contract awarded will be for a term of twelve (12) months, with three (3) twelve (12) month extensions (negotiated).

**Dig Test**

The City will be responsible for calling dig tests. If a marked line is hit, the contractor will be responsible for damage. No work shall be performed by the contractor prior to the City notification that the dig test has been completed.

**Bid Items**

**Water Taps**

Water tap bids are to include only labor and backfill, based on 2" or smaller taps, maximum depth eight feet, and maximum distance 20 feet. All backfills shall be properly tamped (in one foot lifts) and backfilled, with the City performing the final work on the surface. All water taps must be inspected by City staff prior to backfill.

\$ 2250.00 ea

**Sewer Taps**

Sewer tap bids are to include only labor and backfill, based on 6" and 4" taps, maximum depth eight feet, and maximum distance 20 feet. All work shall be properly concreted and backfilled, with the City performing the final work on the surface. All sewer taps must be inspected by City staff prior to backfill.

\$ 2250.00 ea

**Water line**

Less than 4" and no deeper than 6 foot

\$ 59.00 per foot

Less than 4" and deeper than 6 foot to 10 foot

\$ 69.00 per foot

4" and 6" and no deeper than 6 foot

\$ 59.00 per foot

4" and 6" and deeper than 6 foot to 10 foot

\$ 69.00 per foot

8" to 12" and no deeper than 6 foot

\$ 74.00 per foot

The City will either perform or oversee the closing and opening of valves and water restoration.

Sewer line

4" and no deeper than 6 foot	\$ <u>59.00</u> per foot
4" and deeper than 6 foot to 10 foot	\$ <u>74.00</u> per foot
6" and no deeper than 6 foot	\$ <u>64.00</u> per foot
6" and deeper than 6 foot to 10 foot	\$ <u>79.00</u> per foot
Rock clause, only additional charge	\$ <u>30.00</u> per foot
Manhole set – labor & concrete only	\$ <u>2450.00</u> per <del>manhole</del> DAB

Firm Name: Boler Equipment Service Inc. Telephone No: 432-694-0660  
 Address: 4611 Sinclair Fax No: 432-694-2120  
 Printed Name: Greg Boler Signature: Greg Boler  
 Title: V-Pres.

## **EXHIBIT B**

### **1. General Indemnification**

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

### **2. General Insurance Conditions**

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

#### **2.1. Satisfactory Companies**

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

#### **2.2. Named Insureds & Loss Payable Endorsements**

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

#### **2.3. Waiver of Subrogation**

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

#### **2.4. Certificates of Insurance**

At or before the time of execution of this Agreement, Contractor shall furnish City's Finance Director with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of

insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days of advance notice in writing of cancellation, non-renewal or material change in the policy, of insurance. In addition, Contractor and insurance company shall immediately provide written notice to City's Finance Director upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Finance Director at City Hall, 310 Nolan St., Big Spring, TX 79720.

**2.5. Contractor's Liability**

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

**3. Types and Amounts of Insurance Required**

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

**3.1 Commercial General Liability**

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

Coverage shall be as follows:

\_\_\_\_\_ General Aggregate

\_\_\_\_\_ Each Occurrence

**3.2 Automobile Liability**

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

Bodily Injury:	\$_____	Each Person
	\$_____	Each Occurrence
Property Damage	\$_____	Each Occurrence

**3.3 Workers' Compensation Coverage:**

State statutory limits

Market: Central Region / North Texas  
Cell Site No: TX1064  
Cell Site Name: STATE PARK  
FA No: 10083920  
Site Address: 3403 Randolph Boulevard, Big Spring, TX 79720

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") dated as of the later date of execution below is by and between the City of Big Spring, a Home Rule Municipality of Howard County, Texas, having a mailing address at 310 Nolan Street, Big Spring, TX 79720 (hereinafter referred to as "City") and New Cingular Wireless PCS, LLC, (successor in interest to AT&T Mobility Texas LLC, a Delaware Limited Liability Company, who was successor in interest to the original lessee Poka Lambro PCS, Inc.), having a mailing address of 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324 (hereinafter referred to as "Lessee").

WHEREAS, City and Lessee's predecessor's in interest entered into a Lease Agreement dated June 23, 1999; whereby City leased to Lessee certain Premises, therein described, that are a portion of the Property located at 3403 Randolph Blvd., Big Spring, TX 79720 ("Agreement"), which was amended on June 24, 2009 ("First Amendment") hereinafter collectively referred to as ("The Lease"); and

WHEREAS, City and Lessee desire to modify, as set forth herein, the terms and conditions of the Lease as set forth below; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Lessee agree as follows:

- 1. Modification of Lessee's Facilities.** Lessee may alter its number of antennas and equipment layout in accordance with Exhibit A, attached hereto and incorporated herein.
- 2. Modification of Rental.** Commencing on June 15, 2014, the rental payable under the Lease shall be increased by Six Hundred and Eighteen Dollars and Seventeen Cents (\$618.17), to Two-Thousand-Nine Dollars and Thirteen Cents (\$2009.13) per month, and shall continue during the Term, subject to adjustment, if any, as provided below.
- 3. Future Rental Increase.** The Lease is amended to provide that commencing on June 15, 2015, the rental shall increase by three percent (3.00%) over the rental paid during the previous year and shall increase by three percent (3.00%) on an annual basis thereafter.
- 4. Notices.** Article 8, Section E of the Agreement as amended in the First Amendment is further amended by providing the following new Lessee information:

Market: Central Region / North Texas  
Cell Site No: TX1064  
Cell Site Name: STATE PARK  
FA No: 10083920  
Site Address: 3403 Randolph Boulevard, Big Spring, TX 79720

If to Lessee:

New Cingular Wireless PCS, LLC  
575 Morosgo Drive NE  
Suite 13-F West Tower  
Atlanta, GA 30324

5. **Acknowledgment.** Both parties acknowledge that: 1) this Second Amendment is entered into of their free will and volition; 2) Both parties have read and understand this Second Amendment and the underlying Lease and, prior to execution of the Second Amendment, were free to consult with counsel of their choosing regarding their decision to enter into this Second Amendment and to have counsel review the terms and conditions of the Second Amendment; 3) Both parties have been advised and are informed that should they not enter into this Second Amendment, the underlying Lease between both parties, including any termination or non-renewal provisions therein, would remain in full force and effect.
  
6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Amendment, the Lease is otherwise unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Second Amendment.
  
7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the date and year below.

**City of Big Spring**, a Home Rule Municipality  
Of Howard County, Texas

\_\_\_\_\_  
Larry McLellan, Mayor

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

**New Cingular Wireless PCS, LLC**,  
a Delaware limited liability  
company

By: AT&T Mobility Corporation  
Its: Manager

\_\_\_\_\_  
Paul S. Baumgardner, III

Market: Central Region / North Texas  
Cell Site No: TX1064  
Cell Site Name: STATE PARK  
FA No: 10083920  
Site Address: 3403 Randolph Boulevard, Big Spring, TX 79720

Its:AreaManager-RE&C NTX Network  
Ops

\_\_\_\_\_  
Date

ATTEST:

Date

\_\_\_\_\_  
Tami Davis, Asst. City Secretary

**LESSEE ACKNOWLEDGMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared Paul S. Baumgardner, III, Area Manager – RE&C, NTX Network Ops of New Cingular Wireless PCS, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said New Cingular Wireless PCS, LLC, and that he executed the same as the act of such Limited Liability Company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Market:** Central Region / North Texas  
**Cell Site No:** TX1064  
**Cell Site Name:** STATE PARK  
**FA No:** 10083920  
**Site Address:** 3403 Randolph Boulevard, Big Spring, TX 79720

Exhibit A

**Minutes of the Board of Director's Regular Meeting**  
**BIG SPRING ECONOMIC DEVELOPMENT CORPORATION**  
**Tuesday, May 20, 2014**  
**5:15 p.m.**  
**Offices of the Big Spring Economic Development Corporation**  
**215 West Third Street**  
**Big Spring, Texas**

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Tuesday, May 20, 2014 in the offices of the Big Spring Economic Development Corporation with Mr. Avant, presiding. The following notice was sent on May 16, 2014 to all Directors, the news media, and duly posted on May 16, 2014, by Teresa Darden in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the inside and outside of City Hall.

“The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday, May 20, 2014 at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is: Action on Minutes of the April 15, 2014, Regular Meeting, Action on April Financials, Action on April Investment Reports, Approval of a Contract between the City of Big Spring and EDC for rail infrastructure upgrade on McMahon-Wrinkle Industrial Park, Request for funding by the City of Big Spring for Utility Infrastructure, Discussion/Action to approve BSEDC Policy and Procedures, Directors Report, Public Comment, Board Comment, and Adjourn”.

**Directors Present:**

Mr. Jim DePauw  
Mr. Scott MacKenzie-Secretary  
Mr. Don Avant-President  
Mrs. Frances Hobbs  
Mrs. Nati Saldivar

**Directors Absent:**

**Staff Present:**

Mr. Terry Wegman  
Mrs. Teresa Darden

**Guests that signed in:** Sharon DeAnda, Pat Simmons, TJ Stewart, Georgie Newsome, Matty Evans, Raul Benavides, Linda Sjogren, James Little, Andreia Medlin, Alex Huddleston, Cole Morgan, Tom Dixon, Larry McLellan, Jim Clements, Raul Marquez, Jan Hansen, Terry Hansen, Marvin Boyd, Justin Myers, Steve Campbell, Raul Marquez Sr.

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

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

**ACTION ITEM #2- Action on Minutes of the April 15, 2014 Regular Board:**

Mr. Avant presented the minutes of the April 15, 2014 Regular Meeting. Motion to accept the April 15, 2014 minutes as written was made by Mrs. Saldivar, seconded by

Mr. DePauw. The motion passed 5 to 0 with all members present voting “aye” in favor of the motion.

**ACTION ITEM #3- Action on April Financials Report:**

Mr. MacKenzie presented the April Financial report. Motion to approve the April Financial Report was made by Mrs. Saldivar, seconded by Mrs. Hobbs. The motion passed 5 to 0 with all members present voting “aye” in favor of the motion.

**ACTION ITEM #4- Action on April Investment Report:**

Mr. MacKenzie presented the April Investment report. Motion to approve the April Investment Report was made by Mrs. Hobbs seconded by Mrs. Saldivar. The motion passed 5 to 0 with all members present voting “aye” in favor of the motion.

**AGENDA ITEM #5- Approval of a Contract between the City of Big Spring and the EDC for rail infrastructure upgrade on McMahon-Wrinkle Industrial Park:**

Motion to approve the contract between the City of Big Spring and the EDC for rail infrastructure upgrade on McMahon-Wrinkle Industrial Park in the amount of \$1,004,997 and authorizing the President or his designee to sign the rail infrastructure upgrade contract with the City of Big Spring and waive the bid process requirement and authorizing the President or his designee to sign the contract with the rail construction company, Colo Rail Builders was made by Mr. DePauw, seconded by Mrs. Saldivar. The motion passed 5 to 0 with all members present voting “aye” in favor of the motion.

**AGENDA ITEM #6- Request for Funding by the City of Big Spring for Utility Infrastructure:**

Motion to approve funding to the City of Big Spring for Utility Infrastructure for the Northwest quadrant in the amount of \$1,000,000 and authorize the President or his designee to sign all documents was made by Mrs. Saldivar, seconded by Mrs. Hobbs. The motion passed 4 to 0 with Mr. DePauw abstaining from the vote.

**AGENDA ITEM #7- Discussion/Action to approve BSEDC Policy and Procedures:**

Mr. Wegman presented 2 sets of Policy and Procedures to the Board. Motion to approve first Policy as presented was made by Mr. DePauw and seconded by Mr. MacKenzie. Motion fails 2 to 3 with Mr. Avant, Mrs. Saldivar and Mrs. Hobbs voting against the motion.

Motion to adopt the second set since the first set was denied and have them ready for approval at our next scheduled meeting was made by Mrs. Saldivar, seconded by Mrs. Hobbs. Motion passed 3 to 2 with Mr. DePauw and Mr. MacKenzie voting against the motion.

**AGENDA ITEM #8- Directors Report:**

Mr. Wegman updated the Board the Permian Industrial Center is still in progress. Prospect update included a pipe coating company, chemical company, pipe company wanting to locate at the Airpark. High Crush construction is complete and should be in operations soon. Lubbock Audio/Visual has installed most the equipment for the Board room and will be back later this week to complete installation. Past meeting included the High Ground Board and Spring meetings. Upcoming meetings include the West Texas Energy Consortium Annual Conference on June 4<sup>th</sup> and the TEDC Mid-Year Conference June 11-13<sup>th</sup>. The next EDC meeting will be June 17, 2014.

**AGENDA ITEM #9- Public Comments**

None

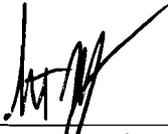
**AGENDA ITEM # 10- Board Comments**

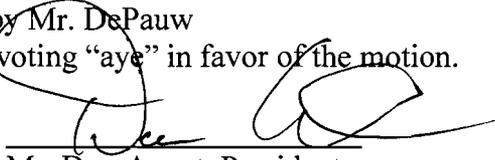
Mr. MacKenzie stated he is glad to help with the infrastructure project to help the town to grow. Mrs. Hobbs agreed with Mr. MacKenzie. Mr. DePauw congratulated all the May graduates. Mrs. Saldivar stated the sector map of the northwest quadrant is available for those who have not seen it. Mr. Avant thanked everyone in attendance and congratulations to the new City Council members and is glad to take the steps with the rail and utility infrastructure to help growth.

**AGENDA ITEM # 11- Adjourn**

Mrs. Saldivar made a motion to adjourn, seconded by Mr. DePauw  
The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.  
Meeting adjourned at 6:00 pm on May 20, 2014.

ATTEST:

  
\_\_\_\_\_  
Mr. Scott MacKenzie, Secretary/Treasurer

  
\_\_\_\_\_  
Mr. Don Avant, President

**McMAHON/WRINKLE AIRPARK DEVELOPMENT BOARD: Three Year  
Term – Expires 9-30**

Membership should be composed of members of the community who have demonstrated their interest and knowledge of business, industry and real estate. One (1) member of the Airpark Development Board shall be the Chairman of the Airpark Safety Committee. The Chairman of the Airpark Safety Committee shall be a **permanent** member of the Board. The Assistant City Manager shall serve as Secretary to the Board.

**Ex-officio Members:** Assistant City Manager  
Vice President of the Big Spring Development Board  
(No Voting Power)

Name	Appointed	Reappointed	Term Expires
Willie Rangel, Jr.	9-27-11		9-14
Phillip Welch	2-12-13		9-14
Jim DeVille	9-22-09	9-25-12	9-15
Wayne R. Dawson-Safety Officer	2-7-11		9-12 Permanent
W. Paschal Odom	11-09-04	9-24-13	9-16
Edmund Crandall	1-14-03	9-24-13	9-16
Vacant			9-16



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

**Committee & Board Appointment Resume'**

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

Your Name: Terry Hansen

Address: 501 Westover Rd  
Big Spring, TX 79720

Home Telephone Number: 432-263-2616

Work Telephone Number: \_\_\_\_\_

Cellular Number: 432-916-9340

Current Occupation: Retired

Any Related Past Experience? Please Describe Below:  
See Resume - Attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please Describe Your Education History:  
See Resume - Attached  
\_\_\_\_\_  
\_\_\_\_\_

Signature: Terry Hansen Date: 2-6-2014

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

RESUME'

**TERRY HANSEN**

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

**EDUCATION**

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

**PROFESSIONAL EXPERIENCE**

HOWARD COLLEGE  
BIG SPRING, TEXAS

Executive Vice President (Retired)

1984 to August 2013

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

Computer Center

1978 to 1984

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

RECOGNITION EQUIPMENT  
IRVING, TEXAS

1977 to 1978

Senior programmer responsible for various financial and business systems

TEXAS A&M UNIVERSITY  
COMMERCE, TEXAS

1972 to 1977

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

## **OTHER**

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

## **CURRENT AND PAST CIVIC AND COMMUNITY INVOLVEMENT**

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

## **CURRENT AND PAST PROFESSIONAL ORGANIZATIONS**

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

## **RELATED EXPERIENCE**

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

## **ADDITIONAL INFORMATION**

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

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

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

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

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

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



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

**Committee & Board Appointment Resume'**

Board you are interested in serving on: McMahon/Winkle Airpark Board

Your Name: Rodney Patridge

Address: 2601 Albrook Dr  
Big Spring TX

Home Telephone Number: \_\_\_\_\_

Work Telephone Number: \_\_\_\_\_

Cellular Number: 432 816 3740

Current Occupation: Aircraft mechanic

**Any Related Past Experience? Please Describe Below:**

Aircraft mechanic for Trace engine 1 year midland/Big Spring  
Aircraft mechanic for US Flight Academy 1 year Big Spring  
Production engineer for Parker Hannifin 19 years Big Spring  
\_\_\_\_\_  
\_\_\_\_\_

**Please Describe Your Education History:**

2011 Midland College A&P Aircraft Mechanic Midland  
2008 US Flight Academy Private Pilot Big Spring  
1989 Texas State Technical College Robotics Sweetwater

Signature: [Handwritten Signature]

Date: 4/22/2014

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







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

**Committee & Board Appointment Resume'**

Board you are interested in serving on: McMahon/Walker Airport Development Board

Your Name: Roy Taylor

Address: 5412 I-20-WBST  
Big Springs TX

Home Telephone Number: 432-213-3494

Work Telephone Number: 432-213-4460

Cellular Number: 432-213-4460

Current Occupation: OWNER, BEACON HOMES INC

Any Related Past Experience? Please Describe Below:

Have owned AIR PLANEs, operated + owned various bussiness  
APARTMENTS, RESTAURANTS, OILFIELD TRUCKING, MANUFACTURED  
HOUSING, TRAVEL TRAILER BussINESS, FIBERGLASS + CHEMICAL  
COATINGS BussINESS.

Please Describe Your Education History:

High School + some minor courses at various  
colleges, US ARMY, school of hard Knocks. HA

Signature: Roy Taylor

Date: 12-23-13

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