



CITY COUNCIL AGENDA

Tuesday, August 9, 2016

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, August 9, 2016, at 5:30 p.m. in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

As a courtesy to those in attendance, please place your cell phone on “Silent” or “Vibrate.”

Please, no talking during the meeting; take any conversations outside, so others can hear.

Thank You!

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

Open Session

1. Call to Order McLellan
2. Invocation by Pastor Bill Ivins of First Methodist Church McLellan
3. Pledge of Allegiance to the United States Flag and to the Texas State Flag McLellan

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

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

Announcements & Public Hearings

4.

Disposition of Minutes

5. Approval of the Minutes of the Regular Meeting of July 26, 2016 5-7 Davis

Consent Items

6. Final Reading of an Ordinance Amending the Code of Ordinances Chapter 1, Article 4, Division 3 Entitled "Big Spring McMahon Wrinkle Airpark Development Board," Section 1-110 Entitled "Organization and Membership" to Include Howard County Residents as Eligible Appointees; Requiring that All Appointed Members of the Board Demonstrate Their Interest and Knowledge of Aeronautical Activities, Business, Industry, and Real Estate; and Designating the Airport Administrative Assistant as an Ex-Officio Member and Secretary of the Board; Providing for Severability; and Providing an Effective Date 8-9 Little
7. Acceptance of the McMahon-Wrinkle Industrial Park Development Board Minutes for the Meeting of June 16, 2016 10-12 Little

Routine Business

8. Vouchers for 07/28/16 \$ 179,398.37 DePauw
Vouchers for 08/04/16 \$ 1,107,572.74

Bids

9. Permission to Advertise for Bids for WTP Filter's Rehabilitation Project and Authorizing the City Manager or His Designee to Execute Any Necessary Documents 13 Womack
10. Award Bid for Distribution Pipe Benchmark Supply and Authorizing the City Manager or His Designee to Execute Any Necessary Documents 14-16 Medina

New Business

11. Presentation of the Tax Rate for the 2016-2017 fiscal year Moore
12. Consideration of Placing a Proposal on the September 27, 2016 City Council Agenda to Adopt the Tax Rate of \$0.790000/\$100 (Which includes a Debt Service Rate of \$0.120218/\$100 and a M & O Rate of \$0.669782/\$100) for the 2016-2017 fiscal year Moore
13. Call for the First Public Hearing on the Proposed Tax Rate to be Held on Tuesday, August 23, 2016 at 5:30 p.m. in the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas and Call for the 2nd Moore

Public Hearing on the Proposed Tax Rate to be Held on Tuesday, September 13, 2016 at 5:30 p.m. in the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas

- | | | | |
|-----|--|-------|----------|
| 14. | Call for a Public Hearing on the Proposed 2016-2017 Annual Budget to be Held on Tuesday, September 13, 2016 at 5:30 p.m. in the City Council Chambers Located at 307 East 4 th Street, Big Spring, Texas | | Moore |
| 15. | Acceptance of Utility Easements and Right of Ways from Scenic Mountain Medical Center and Malone and Hogan Clinic and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 17-18 | Womack |
| 16. | Consideration and Authorization to Allow the City Manager to Negotiate the Terms of an Agreement with Scenic Mountain Medical Center and Malone and Hogan Clinic for Water Line Installation and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | | Darden |
| 17. | Acceptance of a Deed of Gift from Fay Marie Hughes | 19-20 | Womack |
| 18. | Consideration and Approval of an Interlocal Agreement with Permian Basin Regional Planning Commission for Solid Waste Grant and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 21-48 | Womack |
| 19. | Appointment to the Planning & Zoning Commission
Vacant Term Expiring: 9-30-2018
Bebe McCasland | | McLellan |
| | Resume | 49 | |

City Manager’s Report

- | | | | |
|-----|---|--|--------|
| 20. | Items of Public Interest | | Darden |
| 21. | Summers on the Green - Friday, August 12, 2016
“Follow that Dream” Staring Elvis Presley | | Darden |

Council Input

- | | | | |
|-----|-------|--|----------|
| 22. | Input | | McLellan |
|-----|-------|--|----------|

Executive Session

- | | | | |
|-----|--|--|----------|
| 23. | Adjourn into Executive Session in Accordance with Section 551.071(1) to Consult with Attorney Drew Mouton Concerning Pending or Contemplated Litigation; or Settlement - Banks v. City of Big Spring | | McLellan |
|-----|--|--|----------|

24. Reconvene in Open Session and Take Any Necessary Action

McLellan

25. Adjourn

McLellan

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

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



Lesa Gamble, Assistant to the City Manager

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

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

August __, 2016 at _____ a.m./p.m.

By: _____

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

The City Council of the City of Big Spring, Texas, met in a regular meeting in the City Council Chambers located at 307 E. 4th, Big Spring, Texas, at 5:30 p.m., July 26, 2016, with the following members present:

LARRY MCLELLAN	Mayor
JIM DEPAUW	Mayor Pro Tem
RAUL BENAVIDES	Councilmember
STEVE WAGGONER	Councilmember

(Councilmembers Marquez, Harbour and Myers were not present at this meeting.)

Same and constituting a quorum; and

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

INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Sam Segundo, Family Faith Victory Center, gave the invocation and Mayor McLellan led the Pledge of Allegiance to the American and Texas Flags.

ANNOUNCEMENTS & PUBLIC HEARINGS

MAYOR AND CITY COUNCIL COMMENDATION TO BIG SPRING POLICE OFFICER CLIFFORD GRAHAM

Mayor McLellan and Chief Williams recognized Police Officer Clifford Graham for performing CPR to save the life of another until paramedics arrived.

DISPOSITION OF MINUTES

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF JULY 12, 2016

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

ROUTINE BUSINESS

Councilmember Benavides reviewed the vouchers in the amount of \$301,433.20 (7/15/16) and \$1,087,756.40 (7/21/16). Motion was made by Councilmember Benavides, seconded by Councilmember Waggoner, with all members of the Council voting “aye” approving the above listed vouchers.

BIDS

AWARD BID TO PAVEMENT MARKINGS, INC. FOR PAVEMENT MARKINGS (STRIPING) AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Waggoner, seconded by Mayor Pro Tem DePauw, with all members of the Council voting “aye” approving the above captioned bid to Pavement Markings, Inc. in the amount of \$47,530.63 with a change order to also stripe MLK.

NEW BUSINESS

FIRST READING OF AN ORDINANCE AMENDING THE CODE OF ORDINANCES CHAPTER 1, ARTICLE 4, DIVISION 3 ENTITLED “BIG SPRING MCMAHON WRINKLE AIRPARK DEVELOPMENT BOARD,” SECTION 1-110 ENTITLED “ORGANIZATION AND MEMBERSHIP” TO INCLUDE HOWARD COUNTY RESIDENTS AS ELIGIBLE APPOINTEES; REQUIRING THAT ALL APPOINTED MEMBERS OF THE BOARD DEMONSTRATE THEIR INTEREST AND KNOWLEDGE OF AERONAUTICAL ACTIVITIES, BUSINESS, INDUSTRY, AND REAL ESTATE; AND DESIGNATING THE AIRPORT ADMINISTRATIVE ASSISTANT AS AN EX-OFFICIO MEMBER AND SECRETARY OF THE BOARD; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

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

ACCEPTANCE OF THE UTILITY EASEMENTS AND RIGHT OF WAYS FOR THE NORTHWEST SECTOR SANITARY SEWER EXTENSION, PHASE 2 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

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

CITY MANAGER'S REPORT

Todd Darden reminded Council that resumes need to be in for the opening on the Planning and Zoning Commission and it will be on the next council agenda.

COUNCIL INPUT

Mayor McLellan announced that there will be a community prayer for police officers at the Troy Hogue Law Enforcement Center on Monday August 1, 2016 at 6:00 p.m.

Mayor Pro Tem DePauw encouraged citizens to keep their property cleaned up and follow the city's ordinances.

EXECUTIVE SESSION

ADJOURN INTO EXECUTIVE SESSION IN ACCORDANCE WITH SECTION 551.087 OF THE TEX. GOV'T CODE TO CONSULT WITH THE CITY ATTORNEY TO DISCUSS OR DELIBERATE REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS AT 5:50 P.M.

RECONVENE IN OPEN SESSION AND TAKE ANY NECESSARY ACTION AT 6:13 P.M.

No action taken.

ADJOURN

Mayor McLellan adjourned the meeting at 6:13 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING THE BIG SPRING CODE OF ORDINANCES CHAPTER 1, ARTICLE 4, DIVISION 3 ENTITLED "BIG SPRING McMAHON WRINKLE AIRPARK DEVELOPMENT BOARD," SECTION 1-110 ENTITLED "ORGANIZATION AND MEMBERSHIP" TO INCLUDE HOWARD COUNTY RESIDENTS AS ELIGIBLE APPOINTEES; REQUIRING THAT ALL APPOINTED MEMBERS OF THE BOARD DEMONSTRATE THEIR INTEREST AND KNOWLEDGE OF AERONAUTICAL ACTIVITIES, BUSINESS, INDUSTRY, AND REAL ESTATE; AND DESIGNATING THE AIRPORT ADMINISTRATIVE ASSISTANT AS AN EX-OFFICIO MEMBER AND SECRETARY OF THE BOARD; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds it necessary to include both City and County residents as eligible for appointment to the Airpark Development Board (the "Board"); and

WHEREAS, given the nature and objectives of this Board, appointed members of the Board should demonstrate an interest and knowledge of aeronautical activities;

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

SECTION 1. Chapter 1, Article 4, Division 3 of the Big Spring Code of Ordinances entitled "Big Spring McMahon Wrinkle Airpark Development Board," Section 1-110 entitled "Organization and Membership" is hereby amended to read in its entirety as follows:

Sec. 1-110. Organization and Membership.

The Airpark Development Board shall consist of seven (7) members, all of which shall be citizens of Howard County and appointed by a majority vote of the City Council for a term of three (3) years. The Council will consider for appointment only those members of the community who have demonstrated their interest and knowledge of aeronautical activities, business, industry, and real estate. One (1) member of the Airpark Development Board shall be the Chairman of the Airpark Safety Committee. All members of the Board shall serve without compensation. If any voting member of the Board shall be absent more than three (3) times without prior notification during any twelve (12) month period, said third (3rd) absence shall be construed as the member's resignation from the Board for all purposes.

The Chairman and Vice-Chairman shall be elected annually during the first annual meeting by official members of the Board. Of those members first appointed, two (2) members shall be appointed for a term of one (1) year, two (2) members for a term of two (2) years, and two (2) members for a term of three (3) years. Subsequent appointments shall be for the full three (3) year terms. The Chairman of the Airpark Safety Committee shall be a permanent member of the Board. A vacancy in an unexpired term of the appointed members shall be filled by a majority vote of the City Council.

In addition to the seven (7) members above, the Assistant City Manager, the Vice President of the Economic Development Board of Big Spring, or their designees, and the Airpark Administrative Assistant shall sit on the Board as ex-officio members. The ex-officio members shall not have voting power, but shall assist the Board in its various functions. The Airpark Administrative Assistant shall serve as Secretary to the Board.

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

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

SECTION 4. This ordinance shall take effect immediately from and after its publication and passage upon two readings in accordance with the City Charter.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **26th** day of **July, 2016**, with all members of the Council voting “aye for passage of the same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **9th** day of **August, 2016** with all members voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

City of Big Spring
Big Spring McMahon-Wrinkle Airport and Industrial Park
Development Board Meeting Minutes
June 16, 2016

The Big Spring Airport and Industrial Park Development Board met in Regular Session at 5:30 p.m., on Thursday, June 16th, 2016 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Phillip Welch called the meeting to order at 5:30 p.m. with the following members in attendance:

Ned Crandall	Terry Hansen	Willie Rangel
Paschol Odom	Phillip Welch	

Also in attendance: Jim Little Andriana Olvera
 Orville Spradling Terry Wegman

Absent: Wayne Dawson

Item # 1

Call to Order

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

Item # 2

Review and approve minutes from May 26, 2016 meeting

Motion to approve made by Paschal Odom, seconded by Willie Rangel, with all members voting “aye” for acceptance of the minutes as written.

Item # 3

Big Spring Economic Development Corporation Update

Terry Wegman informed the board about all the recent activities going on around the city. The rail construction has slowed down due to recent weather but should be back up and running in a couple of weeks, The Wind Project north of town should be nearing completion. They will also be donating left over funds to charity such as local food banks in the area, The Malone and Hogan Clinic renovation project is moving along. The developers have submitted their first reimbursement request. The EDC funded \$850,000.00 of the 4.5 million dollar project, Terry also updated the board on the current Western Container situation. The EDC is currently working with prospects. Terry also updated the board on the current Desert Tanks situation, The EDC and Desert Tanks met in a court ordered mediation and have come to an agreement. All of the left over equipment will be used as collateral. The appraisal for the equipment is \$230,000.00. All of the equipment will be used to sell at auction. Desert Tanks was ordered to pay the EDC \$250,000.00. Desert Tanks continues to owe the City for rent.

Item # 4

Rail Yard Development Activity

Nothing was discussed other than what was discussed in Terry’s EDC Update.

Item # 5

Airport Storm Damage, April 16, 2016

Jim updated the board on the current status of the storm damage. The Airpark is currently still waiting for the Insurance Damage Report. Most of all the buildings on the Airpark received some damage. Buildings receiving major window damage or safety issues are being repaired out of existing funds.

Item # 6

Airport Security

Jim updated the board on the recent burglaries around the Airpark. The Maintenance Shop was recently burglarized and a truck and tools were stolen. The truck was later found and returned. Jim is looking into security monitor systems to be installed at the Old T-Hangar Complex, the New T-Hangar, the North Hangar, the Alert Hangar and the parking area around the Airport Terminal. Jim is also wanting to replace the system inside the Airport Terminal if necessary. Jim is looking at upper wall petitions between units in old T-Hangars.

Item # 7

Airport Director Update

Jim discussed with the board many budget considerations for the 2016-2017 fiscal year. Upgrading the approach lights to Runway 06/24 and repairing the joint seal on Runway 07/35 are some of the many. Jim is also wanting to repair the doors on building 9 and 75 which are both the former Desert Tanks buildings, Updates to the Bunker Storage Units are also being considered. Repairs would include a new roof, paint, doors, lighting, security gate and monitoring. Jim made the board aware that the New T-Hangars will need emergency alternative power for the electric doors. A generator is being considered to temporarily power this building and the outside electric gate to the airport when necessary.

Item # 8

Reliever Route/Airport Access Road

Jim and the city continue to work on both access roads. Martha may is now ready to sign a contract and the Mayor is working with the property owner to the west,

Item # 9

Interstate 27

Nothing was discussed other than what was discussed in the Reliever Route/Access Road Update.

Item # 10

Leased Building Issues

Desert Tanks and Gaston Racing continue to remain under litigation.

Item # 11

Airport Safety Committee Report

Wayne Dawson was not available for an update.

Item # 12

Other Events and Activities

Reliever Route Ribbon Cutting will be held on July 20th, 2016.

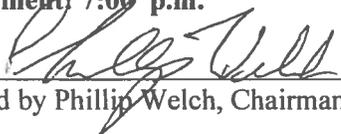
The Prairie Dog Fly-In is being reconsidered and the board is looking towards a fall date.

Item # 13

Next Meeting Date

July 21st 2016

Adjournment 7:00 p.m.



Approved by Phillip Welch, Chairman

7-21-16
Date



Interoffice Memo

To: Mayor and Council

From: Johnny Womack, Public Works Director

A handwritten signature in blue ink, appearing to read "JW", is positioned to the right of the "From:" line.

Date: August 9, 2016

Subject: Water Treatment Plant Filters

I am respectfully requesting permission to go out for bids on a WTP filter's rehabilitation project. This project has been in the works since the beginning of 2015/2016 budget year. The engineering is complete and 100% plans have been drawn. The monies were budgeted for 2016/2017. Planned start date is October 1st.

Should you have any questions, please feel free to contact me.

City of Big Spring
Purchasing and Material Control
Memorandum

To: Honorable Mayor, City Council, City Manager
From: Paul Sotelo, Purchasing Agent
Date: August 9, 2016
Subject: Request for Bid Award for Water Distribution Pipe

On Monday, August 1, 2016, the City of Big Spring accepted sealed bids for water distribution pipe designated in RFB 16-018. We contacted nine (9) vendors and received responses from five (5) vendors. The remaining four (4) vendors were a "No Response." A bid tabulation sheet has been prepared and is attached to this memo for consideration in making your award.

Recommendation: The staff recommends the bid be awarded to Benchmark Supply of Midland, Texas for the total amount of \$22,684.00.

City of Big Spring
Bid Tabulation RFB 16-018 for Water Distribution Pipe
August 2, 2016

Vendor	Unit Cost (1500 ft., 6" c-900 DR-18)	Unit Cost (1600 ft., 12" c-900 DR-18)	Grand Total
Benchmark Supply, Co. PO Box 198 Midland, TX 79702 (432) 682-6584 jodisprinkle@benchmarksupply.com	\$3.08/ ft. Total \$4,620.00	\$11.29/ ft. Total \$18,064.00	\$22,684.00
Triple T Pipe & Supply, LLC 916 N. Avenue U Lubbock, Texas 79415 806-771-2040 office 806-771-2038 fax Allison@tripletsupply.com	\$3.15/ ft. Total \$4,725.00	\$11.52/ ft. Total \$18,432.00	\$23,157.00
HD Supply Waterworks 811 Warehouse Rd San Angelo, TX 76903 PH#: 325-653-7659 matthew.dulock@hdsupply.com	\$3.08/ ft. Total \$4620.00	\$11.94/ ft. Total \$19,104.00	\$23,724.00
Morrison Supply 3200 Interstate 20 Big Spring, TX 79720 (432) 263-8411 jcombs@morsco.com	\$3.32/ ft. Total \$4,980.00	\$12.20/ ft. Total \$19,520.00	\$23,765.00 (includes 3% local Preference)
Ferguson Co. 4503 West Industrial Ave. Midland, TX 79703-7603 (432) 231-7230 tyler.brooks@ferguson.com	\$5.27/ ft. Total \$7,905.00	\$11.34/ ft. Total \$18,144.00	\$26,049.00
Abilene Plumbing Supply Co. (APSCO) 742 South 2nd St. Abilene, TX 79602 (325)673-5001 linda@apscotx.com	No Response	No Response	No Response

City of Big Spring
Bid Tabulation RFB 16-018 for Water Distribution Pipe
August 2, 2016

Vendor	Unit Cost (1500 ft., 6" c-900 DR-18)	Unit Cost (1600 ft., 12" c-900 DR-18)	Grand Total
K. W. Sharp 4004 Ave. A Lubbock, TX 79404 (806) 749-9500 cristan.adamson@gmail.com	No Response	No Response	No Response
Sims Plastics 2700 W. Front St. Midland, TX 79701 (432) 271-3820	No Response	No Response	No Response
Western Industrial Supply 2103 W. 42 nd Odessa TX. 79764 Ph. 432-366-8873 Fax 432-355-1500 Sbeavers@west-ind.com	No Response	No Response	No Response

(RECORD BEARING)
N. 75°20' E. 2592.80'

32 | 43
1 | 6

MARTIN LUTHER KING BOULEVARD

BLOCK 33, T-1-S

City of Big Spring Water Line Easement

BEING a 20' wide Water Line Easement in Lot 1, Block 1, Malone Hogan Clinic Subdivision, an Addition to the City of Big Spring, Howard County, Texas, the center line being more particularly described as follows:

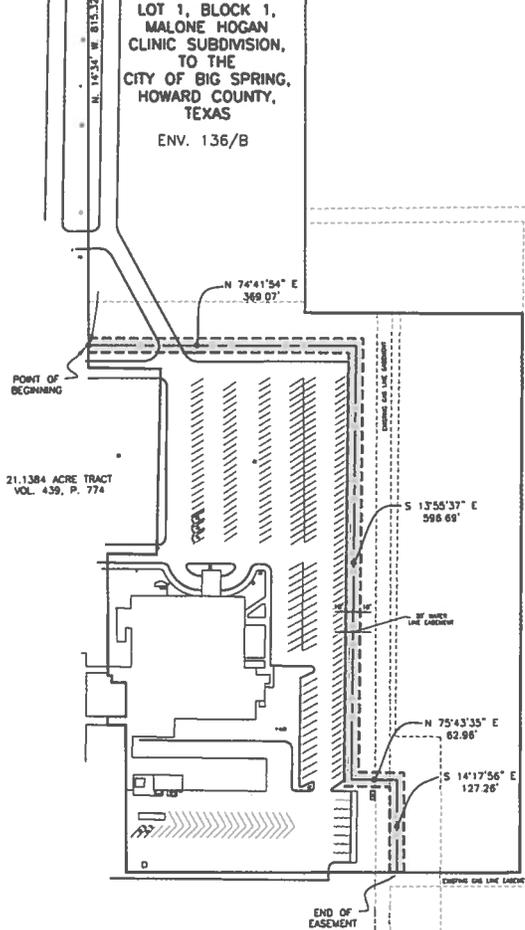
BEGINNING at a point in the West property line of said Lot 1, Block 1, Malone Hogan Clinic Subdivision, the centerline of a 20' wide Water Line Easement, from whence the NE corner of Section 1, Block 33, T-1-S, T.&P. RR. Co. Survey bears N. 14° 34' W. 815.32' and N. 75° 20' E. 2592.80';

THENCE N. 74° 41' 54" E. 369.07' to a point;

THENCE S. 13° 55' 37" E. 596.69' to a point;

THENCE N. 75° 43' 35" E. 62.96' to a point;

THENCE S. 14° 17' 56" E. 127.26' to a point for the End of this Easement;



LEDGEND

WATER LINE EASEMENT

- 20' WIDE EASEMENT PATH
- CENTERLINE OF 20' WIDE WATERLINE EASEMENT

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THIS SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AS SHOWN.

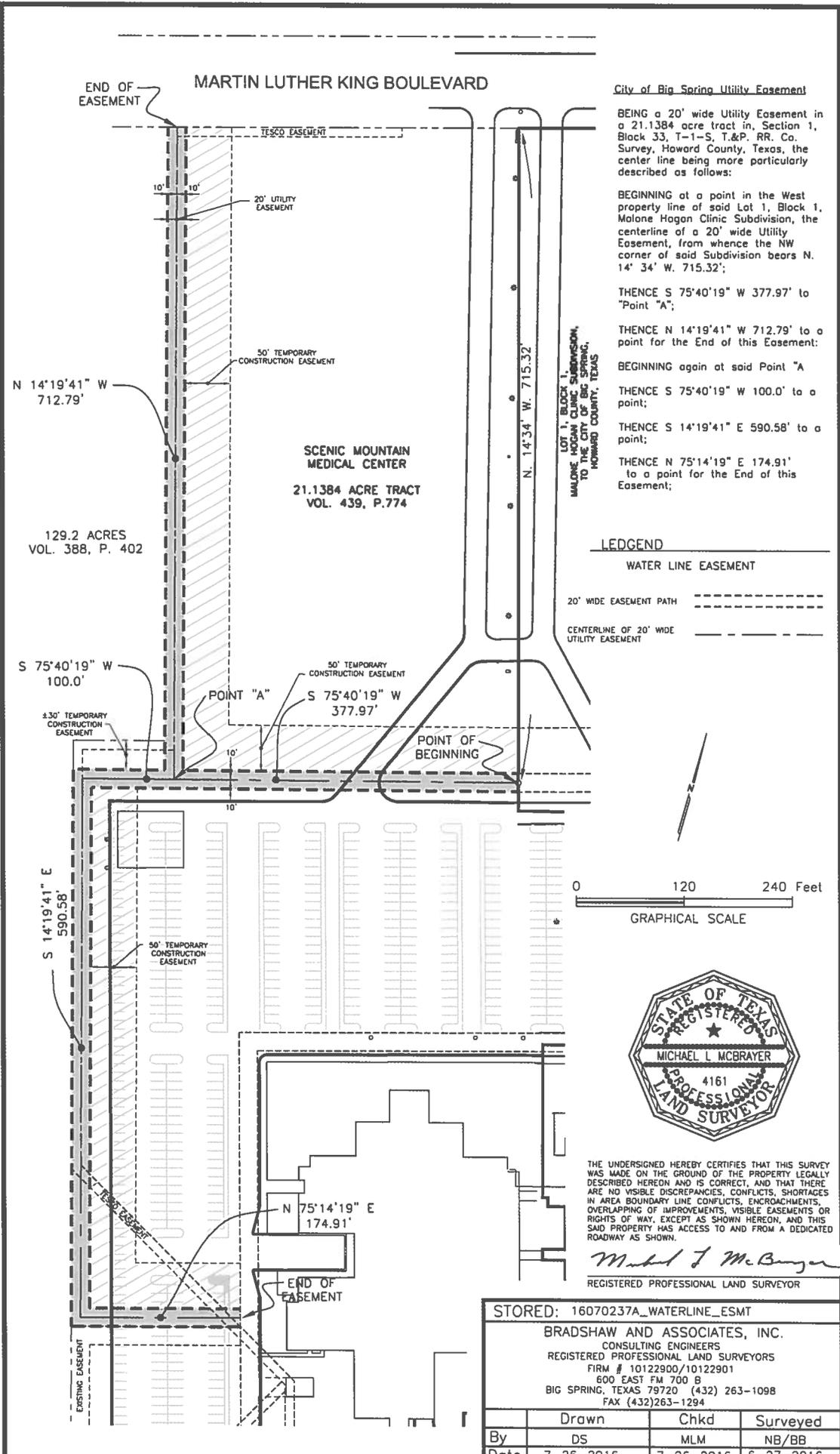
Michael L McBrayer
REGISTERED PROFESSIONAL LAND SURVEYOR



STORED: 16070238_WATERLINE_ESMT

BRADSHAW AND ASSOCIATES, INC.
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL LAND SURVEYORS
FIRM # 10122900/10122901
600 EAST FM 700 B
BIG SPRING, TEXAS 79720 (432) 263-1098
FAX (432)263-1294

	Drawn	Chkd	Surveyed
By	DS	MLM	NB/BB
Date	7-26-2016	7-26-2016	6-27-2016



City of Big Spring Utility Easement

BEING a 20' wide Utility Easement in a 21.1384 acre tract in, Section 1, Block 33, T-1-S, T.&P. RR. Co. Survey, Howard County, Texas, the center line being more particularly described as follows:

BEGINNING at a point in the West property line of said Lot 1, Block 1, Malone Hogan Clinic Subdivision, the centerline of a 20' wide Utility Easement, from whence the NW corner of said Subdivision bears N. 14' 34' W. 715.32';

THENCE S 75°40'19" W 377.97' to "Point "A";

THENCE N 14°19'41" W 712.79' to a point for the End of this Easement;

BEGINNING again at said Point "A"

THENCE S 75°40'19" W 100.0' to a point;

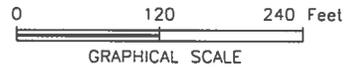
THENCE S 14°19'41" E 590.58' to a point;

THENCE N 75°14'19" E 174.91' to a point for the End of this Easement;

LEDGEND

WATER LINE EASEMENT

- 20' WIDE EASEMENT PATH -----
- CENTERLINE OF 20' WIDE UTILITY EASEMENT -----



THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THIS SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AS SHOWN.

Michael L. McBrayer
REGISTERED PROFESSIONAL LAND SURVEYOR

STORED: 16070237A_WATERLINE_ESMT		
BRADSHAW AND ASSOCIATES, INC. CONSULTING ENGINEERS REGISTERED PROFESSIONAL LAND SURVEYORS FIRM # 10122900/10122901 600 EAST FM 700 B BIG SPRING, TEXAS 79720 (432) 263-1098 FAX (432)263-1294		
By	Drawn	Chkd
DS	MLM	NB/BB
Date	7-26-2016	7-26-2016
		6-27-2016

DEED OF GIFT

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: August 9, 2016

Grantor: Fay Marie Hughes

Grantor's Mailing Address: P.O. Box 668
Big Spring, TX 79721

Grantee: City of Big Spring

Grantee's Mailing Address: 310 Nolan St.
Big Spring, TX 79720

Consideration: Grantor's intention to make a gift as a charitable contribution under applicable income tax laws and regulations.

Property (including any improvements):

The surface estate only in and to Lots 13-14 Block 9, Wright's Airport, also known as 1323 Mobile, being the same property conveyed to the John W. Hughes by deed recorded in Vol. 154, Pg. 33 filed on March 31, 1950.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not, all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that effect the Property; and taxes for 2016, which Grantee assumes and agrees to pay, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property,

together, with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Fay Marie Hughes

STATE OF TEXAS §
 §
COUNTY OF HOWARD §

BEFORE ME, the undersigned authority, on this day personally appeared Fay Marie Hughes, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of August, 2016.

Notary Public, in and for the State of Texas

**PERMIAN BASIN REGIONAL PLANNING COMMISSION
SOLID WASTE INTERLOCAL AGREEMENT**

I. The Texas Commission on Environmental Quality (TCEQ) has certified that it has the authority to contract with the Permian Basin Regional Planning Commission (PBRPC) by authority granted in the Current Appropriations Act, the Interagency Cooperation Act, the Interlocal Cooperation Act and the Texas Water Code (Chapter §5.124 and §5.229) and to implement provisions of §361.014(b) of the Texas Health and Safety Code. Funds for this subcontract are provided from the Solid Waste Disposal Fee Revenue Fund in support of local and regional solid waste projects consistent with §363.064(b) of the Texas Health and Safety Code.

II. Permian Basin Regional Planning Commission has certified, and the SUBCONTRACTOR certifies that it has authority to perform the services contracted for by authority granted in "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

III. This Interlocal Agreement is entered into by and between the parties named below. Neither TCEQ nor the State of Texas is a party to this Contract.

IV. The SUBCONTRACTOR is solely responsible for insuring compliance with TCEQ rules and regulations for Grant funded items.

PROJECT NUMBER 17-09-01

I. CONTRACTING PARTIES:

The Council of Government: Permian Basin Regional Planning Commission

The SUBCONTRACTOR: The City of Big Spring

II. SERVICES TO BE PERFORMED:

See "Attachment A - Work Program of SUBCONTRACTOR"

III. BUDGET AND PAYMENT PROCEDURES:

See "Attachment B - Budget and Payment Procedures"

IV. SCHEDULES OF DELIVERABLES:

See "Attachment C - Schedule of Deliverables from SUBCONTRACTOR"

V. ADDITIONAL CONTRACT PROVISIONS:

See "Attachment D - Special Contract Provisions & Attachment E
General Contract Provisions"

**PERMIAN BASIN REGIONAL
PLANNING COMMISSION**

**City of Big Spring
SUBCONTRACTOR**

PO Box 60660, Midland, Texas 79711

310 Nolan, Big Spring, Texas 79720

Terri Moore

Terri Moore, Executive Director

Date 7/26/16

Todd Darden

Todd Darden, City Manager
Date

**Permian Basin Regional Planning Commission
Solid Waste Interlocal Agreement
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Permian Basin Regional Planning Commission
Solid Waste Interlocal Agreement

Exhibit A-1

The PBRPC hereby designates the individual below as the person to give direction to the SUBCONTRACTOR as Project Representative of PBRPC:

Virginia Belew – Regional Services Director
Permian Basin Regional Planning Commission
P.O. Box 60660
Midland, Texas 79711

TEL (432) 563-1061; FAX (432) 563-1728

The SUBCONTRACTOR hereby designates the individual named below as the person authorized to receive direction from the PBRPC, to manage the work being performed, and to act on behalf of the SUBCONTRACTOR as a Project Representative:

Todd Darden, City Manager
City of Big Spring
310 Nolan
Big Spring, Texas 79720

TEL (432) 264-2500; FAX (432) 263-8310

In addition to the authorized Project Representative, the following person is authorized to act on behalf of the SUBCONTRACTOR in all financial and fiscal matters, including signing financial reports and requests for reimbursement:

Donald Moore – Finance Director/City Secretary
City of Big Spring
310 Nolan
Big Spring, Texas 79720

The SUBCONTRACTOR designates the following location for record access and review pursuant to Attachment A & Attachment E of this Contract or any other applicable provision:

City of Big Spring
City Hall
310 Nolan
Big Spring, Texas 79720

ATTACHMENT A

Work Program of SUBCONTRACTOR

Objective:

- I. Collect and stockpile brush and tree limbs
- II. Select contractor for chipping
- III. Make wood chips available for use
- IV. Reduce solid waste going to the landfill
- V. Prepare quarterly reports and submit them to PBRPC to detail the progress made, as well as quantity of material removed from the waste stream.

ATTACHMENT B

SUBCONTRACTOR Budget and Authorizations

BUDGET CATEGORY		GRANT FUNDING
1.	Per /salari	\$ 0.00
2.	Fringe Benefits	\$ 0.00
3.	Travel	\$ 0.00
4.	Supplies	\$ 0.00
5.	Equipment	\$ 0.00
6.	Construction	\$ 0.00
7.	Contractual (other than for construction)	\$ 29,325
8.	Other	\$ 0.00
Total direct charges (sum of 1-8)		\$ 0.00
9.	Indirect charges*	\$ 0.00
Total grant funding requested (sum of 1-9)		\$ 29,325

* All indirect charges must be in accordance with the procedures established in the current UGMS, which is available from the PBRPC. If you have an approved cost allocation plan from a federal cognizant agency or state single audit coordinating agency, please enclose documentation of your approved indirect rate. Other indirect rates may be approved by the PBRPC, in accordance with contract documents and TCEQ Administrative Procedures, upon adequate documentation.

NOTE: All expenditures under the "Equipment," "Construction," "Contractual," or/and "Other," budget categories must be approved in advance by PBRPC unless specifically spelled out in this agreement. Changes in personnel whose salaries are funded and out-of-state/out-of-region travel must be approved in advance by PBRPC. Such approval shall be given by the PBRPC in writing.

ATTACHMENT C

Schedule of Deliverables from SUBCONTRACTOR

- I. Collect and stockpile tree limbs and brush
- II. Select Contractor and grind material
- III. Make wood chips available for use
- IV. Reduce solid waste going to the landfill
- V. Prepare and submit quarterly reports

Items to be purchased with funds for this contract are:

Budget category 7. – Contractual (other than for construction)
\$29,325 for chipper/shredder contractor

Special Contract Provisions
Attachment D

Article 1 Period of Performance

The period of performance of this agreement begins 9/1/2016 and ends 8/31/2017.

Article 2 Scope of Services

All parties agree that the SUBCONTRACTOR, in consideration of compensation hereinafter described, shall provide the services specifically described in the Work Program and Special and General Provisions of this Solid Waste Interlocal Agreement.

The SUBCONTRACTOR agrees to implement the Project according to the agreed upon work program in Attachment A and the Budget shown in Attachment B of this agreement.

Article 3 PBRPC Obligations

(a). Measure of Liability

In consideration of full and satisfactory performance hereunder, PBRPC will be liable to reimburse the SUBCONTRACTOR in an amount equal to the actual costs, not to exceed the Budget in Attachment B, incurred by SUBCONTRACTOR in rendering such performance, subject to the following limitations:

1. PBRPC is not liable for expenditures made in violation of "Supplemental Funding Standards and Restrictions", TCEQ Administrative procedures Section IIIB, listed in Article 8 of this Attachment D, which outlines prohibited activities as defined by the Texas Commission on Environmental Quality (TCEQ).
2. PBRPC is not liable for any costs incurred by SUBCONTRACTOR in the performance of this agreement which have not been billed to PBRPC within thirty (30) days following termination of this agreement.
3. PBRPC is not liable to SUBCONTRACTOR for costs incurred or performance rendered by SUBCONTRACTOR for costs incurred by SUBCONTRACTOR before commencement of this agreement or after termination of this agreement.
4. The PBRPC is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in Texas Uniform Grant Management Standards (UGMS) and additional state and federal rules and laws.
5. It is the understanding of the parties that the source of funds provided by the TCEQ is the Municipal Solid Waste Disposal and Transportation Revenue Fee (MSWDTRF), Texas Health and Safety Code §363.013 and §363.014(d). Due to the demands upon the source for funds necessary to protect the health and safety of the public, it is possible that the funds will be depleted or reduced prior to completion of this agreement. The SUBCONTRACTOR agrees that all funding arranged under this agreement is subject to sufficient funds in the MSWDTRF.

(b). Method and Schedule of Payment

1. Financial reporting. Any month in which the SUBCONTRACTOR has budgeted expenses, a report should be submitted no later than the tenth day following the end of the month during the period of performance for this agreement, to PBRPC detailing allowable expenditures incurred during the previous month. Expenditures which are not allowed are set forth in Section 8 of this agreement. These reports must include copies of invoices showing receipt of the invoiced materials or services and a copy of the check or payment record showing the invoice paid.

2. Payments. Upon review and approval of each such financial report, PBRPC will make payment to SUBCONTRACTOR against PBRPC liabilities to be accrued hereunder.

(c). SUBCONTRACTOR Close Out Report

No later than thirty (30) days following the termination of this agreement, SUBCONTRACTOR must submit a PBRPC Contract Close Out Report according to written instructions from PBRPC.

Article 4 Reporting Requirements

(a). The SUBCONTRACTOR shall prepare and submit to the PBRPC, a quarterly written progress report concerning performance under this Contract documenting accomplishments and units of work performed under Attachment A of this agreement. All progress reports shall be submitted within 10 days after the end of each period so that PBRPC may submit a consolidated report to TCEQ. A final progress report shall be provided prior to the final request for payment under this Contract, but, in no case later than 30 days after the end of the Contract period. Payments (reimbursements) required under this contract may be withheld by the PBRPC until such time as any past due progress reports are received. Reports are due for each Quarter during the grant term.

(b). The SUBCONTRACTOR quarterly progress reports required under Part (a) of this Section contain descriptions of activities and costs for the PBRPC to ensure that the provisions of this Contract are being complied with. In particular, any legal research and related legal activities shall be clearly detailed in the quarterly progress reports in order to assure the PBRPC that the activities are not prohibited under Article 8 of this contract (relating to Supplementing Funding Standards). The SUBCONTRACTOR shall comply with any reasonable request by the PBRPC for additional information on activities conducted in order for the PBRPC to adequately monitor the SUBCONTRACTOR'S progress in completing the requirements of and adhering to the provisions of this Contract. Forms shall be provided by PBRPC for these reports.

(c). The SUBCONTRACTOR'S failure to comply with the requirements of this Article shall constitute a breach of this Contract.

(d). The SUBCONTRACTOR agrees to monitor the results of the project for the life of the funded program or activity. The SUBCONTRACTOR shall report results on the project goals beginning with the time the activity is operational and continuing for a minimum of 24 months or other times as specified by the PBRPC, to include additional updates that may be requested after the term of this Contract. The reports during the 24 month period shall be made quarterly on forms provided by PBRPC, and any additional requests for information by PBRPC shall be responded to in the format requested.

(e). The SUBCONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services and other work furnished by the SUBCONTRACTOR under this Contract. The PBRPC may require the SUBCONTRACTOR to correct or revise any errors, omissions or other deficiencies in any reports or services provided.

Article 5 Monitoring Requirements

(a). PBRPC may periodically monitor SUBCONTRACTOR for:

1. The degree of compliance with the terms of this Contract, including compliance with applicable rules, regulations, and promulgations referenced herein; and
2. The administrative and operational effectiveness of the project.

(b). PBRPC shall conduct periodic analysis of SUBCONTRACTOR'S performance under this Contract for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Contract or as subsequently amended, are achieved by SUBCONTRACTOR.

Article 6 Equipment and Constructed Facilities

(a). Subject to the obligations and conditions set forth in this Agreement, title to real property and equipment (together hereafter referred to in this Article as "property") acquired under this Agreement by the SUBCONTRACTOR will vest upon acquisition or construction in the SUBCONTRACTOR.

1. Subject to the provisions of this Agreement and as otherwise provided by state statutes, property acquired or replaced under this Agreement shall be used for the duration of its normally expected useful life to support the purposes of this Agreement whether or not the original projects or programs continue to be supported by state funds.

2. The SUBCONTRACTOR shall not grant or allow to a third party a security interest in any original or replacement property purchased or constructed with funds made available to the SUBCONTRACTOR under this Agreement.

3. The use of property acquired under this Agreement, both during the term of this Agreement and for the useful life of the property or until compensation is provided to the TCEQ for the applicable percentage share of the fair market value of the property, shall be in compliance with §361.014(b) of the Texas Health and Safety Code, which directs that a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

4. The SUBCONTRACTOR may develop and use their own property management systems, which must conform with all applicable federal, state, and local laws, rules and regulations. If an adequate system for accounting for property owned by the SUBCONTRACTOR is not in place or is not used properly, the Property Accounting System Manual issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the SUBCONTRACTOR and subgrant recipients must

meet the requirements set forth in this Article.

4-1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date, and the cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

4-2. A physical inventory of all equipment acquired or replaced under this Agreement shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the SUBCONTRACTOR shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. Any loss, damage, or theft shall be investigated. The SUBCONTRACTOR shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such property is sold.

4-3. Certain types of equipment are classified as "controlled assets" and are subject to annual revision. In accordance with the UGMS, the SUBCONTRACTOR should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's state Property Accounting User Manual available on the Internet, for the most current listing. The following equipment with costs between \$500 and \$4,999.99 shall be maintained on the inventory system: (1) stereo systems; (2) still and video cameras; (3) facsimile machines; (4) video recorders (VCRs), laserdisc players, camcorders, and VCR/TV combinations; (5) desktop CPUs, printers, data projectors, portable CPU laptops; and, (6) cellular and portable telephones. All single unit acquisitions equal to or greater than \$5000.00 shall be maintained on the inventory system.

5. The SUBCONTRACTOR, may for the purpose of replacing property acquired under this Agreement, either trade in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.

6. The PERFORMING PARTY agrees that if a determination is made that any property acquired with funds provided under this Agreement with a current per-unit fair market value of \$5,000 or more is no longer needed for the originally authorized purpose, the TCEQ or PBRPC has the right to require disposition of the property by the SUBCONTRACTOR in accordance with the provisions of this Article.

7. When, during the useful life of property acquired with grant funds under this Agreement by the SUBCONTRACTOR and with a current per-unit fair market value of \$5,000 or more, the property is no longer needed for the originally authorized purpose, the SUBCONTRACTOR agrees to request disposition instructions from the TCEQ and PBRPC. When property acquired by the SUBCONTRACTOR with grant funds provided by the PBRPC under this Agreement is no longer needed for the originally authorized purpose, the PBRPC agrees that a subgrant contract will require the SUBCONTRACTOR to request disposition instructions from the PBRPC or, if the PBRPC is no longer administering a Regional Solid Waste Grants Program, the TCEQ. The PBRPC shall, in turn, request authorization from the TCEQ to provide disposition instructions to the subgrant recipient. Disposition instructions shall solicit, at a minimum, information on the

source and amount of funds used in acquiring the property, the date acquired, the fair market value and how the value was determined (e.g., by appraisal, bids, etc.), and the proposed use of the proceeds. The assessment of whether to authorize the proposed disposition of the property must include a determination that the disposition plan will comply with the private industry provisions of §361.014(b) of the Texas Health and Safety Code. In cases where the SUBCONTRACTOR fails to take appropriate disposition actions, the TCEQ or PBRPC may direct the SUBCONTRACTOR to take excess and disposition actions. The disposition instructions may provide for one of the alternatives as set forth in this Article.

7-1. Retain title, sell, or otherwise disposed of with no obligation to compensate the TCEQ or PBRPC.

7-2. Retain title after compensating the TCEQ or the PBRPC. If the PBRPC is compensated by the SUBCONTRACTOR for property acquired using funds provided under this Agreement, the PBRPC will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support this or similar future programs conducted by the TCEQ. The amount due will be computed by applying the percentage of state-funded participation in the cost of the original purchase to the fair market value of the property.

7-3. Sell the property and compensate the TCEQ or the PBRPC. If the PBRPC is compensated by the SUBCONTRACTOR for property acquired using funds provided under this Agreement, the PBRPC will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support the goals of this or similar future programs conducted by the TCEQ. The amount due will be calculated by applying the TCEQ's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the grant is still active, the net proceeds from sale may be offset against the original cost of the property. When the SUBCONTRACTOR is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

7-4 Transfer title to the TCEQ or the PBRPC, or to a third-party designated/approved by the TCEQ. If the SUBCONTRACTOR participated financially in the original purchase of the property, the SUBCONTRACTOR may be authorized payment from the receiving party of an amount calculated by applying the percentage of the participation in the original purchase of the property to the current fair market value of the property.

8. Items of property with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the SUBCONTRACTOR with no further obligation to the TCEQ. Methods used to determine per-unit fair market value must be documented, kept on file and made available to the TCEQ upon request.

9. Real property must be maintained on an Inventory and is subject to the requirements of UGMS, Part III, Subpart C, __.31. Subject to the obligations and conditions set forth in this Agreement, title to real property acquired under this Agreement by the SUBCONTRACTOR will vest upon acquisition or construction in the SUBCONTRACTOR respectively.

Article 7 Compliance with Applicable Laws

The SUBCONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and order of any public authority bearing on the performance of this Agreement, including, but not limited to, the laws referred to in this Agreement. If the SUBCONTRACTOR or PBRPC observes that this Contract is at variance therewith in any respect, the observing party shall promptly notify the other party in writing, and any necessary changes shall be adjusted by appropriate Agreement modifications. On request, the SUBCONTRACTOR shall furnish PBRPC modification.

If the SUBCONTRACTOR performs any work knowing or having reason to know that it is contrary to Laws or Regulations, the SUBCONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.

The provisions of Uniform Grant and Contract Management Act, Texas Government Code, Chapter 783 apply to this agreement. Compliance with the conditions and requirements contained therein is necessary for the satisfactory performance of the services and work required under this agreement.

Neither the PBRPC's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Contract; the SUBCONTRACTOR shall be, and remain, liable in accordance to with applicable laws for all damages caused by the SUBCONTRACTORS' negligent performance of any of the services furnished under this agreement.

Article 8 Supplemental Funding/Project Standards

Unless authorization is specifically provided in accordance with the provisions of this Attachment or in accordance with Attachment D of this Contract, the SUBCONTRACTOR shall ensure that funds provided under this contract are used for the following activities, programs, or projects:

Supplemental Funding Standards and Restrictions

1. The provisions of the Uniform Grant Management Standards (UGMS) issued by the Office of the Governor apply to the use of these funds, as well as the supplement financial administration provided in the program Administrative Procedures.
2. Recipients of funds under this Contract, including the COG, subgrant recipients, and subcontractors shall comply with all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services and competitive purchasing requirements.
3. Funds may not be provided through a subgrant recipient or subcontract to any public or private entity that is barred from participating in state contracts by the Texas General Services Commission, under the provisions of §2155.077, Government Code, and 1 TAC §113.02, GSC Regulations.
4. Public and private entities subject to payment of state solid waste disposal fees and whose payments are in arrears may not receive funds under this Contract through either a subgrant or subcontract.
5. In accordance with §361.014(b), Texas Health and Safety Code, and 30 TAC §330.649(d),

TCEQ Regulations, a project or service funded under this Contract must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry included non-profit and not-for-profit non-governmental entities.

6. All equipment and facilities purchased or constructed with funds provided under this Contract shall be used for the purposes identified under the application for the term of this Contract, and for 100% municipal solid waste related activities for the life of the equipment.
7. A project or service funded under this Contract must be consistent with the COG's RSWMP, and must be intended to implement the goals, objectives, and priorities established in the regional plan.
8. Funds may not be used to acquire land or an interest in land.
9. Funds may not be used to supplant existing funds. In particular, staff positions where the assigned functions will remain the same and that were active at the time of the funding application or proposal, and were funded from a source other than a previous solid waste grant, may not be funded.
10. Funds may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.
11. Funds may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. Funds may not be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
12. Funds may not be used for employment, contracts for services of a lobbyist, or for dues to an organization, which employs or otherwise contracts for the services of a lobbyist.
13. Funds may only be used for projects or programs for managing municipal solid waste.
14. Except as may be specifically authorized, funds may not be used for projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, or other facilities. This restriction may be waived by the TCEQ, at its discretion, for recycling and other eligible activities that will take place within the boundaries of a permitted facility. The applicant and/or the COG must request a preliminary determination from the TCEQ as to the eligibility of the project prior to the project being considered for funding by the COG.
15. Projects or facilities requiring a registration from the TCEQ, and which are otherwise eligible for funding, must have received the registration before the project funding is awarded.
16. Except as may be specifically authorized, funds may not be used for activities related to the collection or disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; landfills and landfill-related facilities, equipment, or activities, including closure and post-closure care of a permitted landfill unit; or other activities and facilities associated with the disposal of municipal

solid waste.

17. Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local judgment or enforcement action. This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dumpsite. However, the TCEQ may waive this restriction, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.
18. Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations. This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.

PROJECT STANDARDS

Local Enforcement

19. As provided by the current General Appropriations Act funds may not be provided to any law enforcement agency regulated by Chapter 1701 Texas Occupational Code, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
 20. When funding is to be provided for salaries of local enforcement officers, the funds recipient must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.
 21. Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this Contract may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping, and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.
 22. Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property.
 23. Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.
 24. Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.
-

25. Funds may not be used for purchase of weapons, ammunition, and/or HazMat gear.

Litter and Illegal Dumping Cleanup and Community Collection Events

26. Lake and Waterway Cleanup events must be coordinated with the TCEQ's Small Business and Environmental Assistance Division/or the Keep Texas Beautiful organization, which is contracted by the TCEQ to administer the Lake and Waterway Cleanup program.
27. Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor or the COG. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses. The local government sponsor or the COG must either contract for and oversee the cleanup work, or conduct the work with its own employees and equipment.
28. The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.
29. The costs for cleanup of Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 nonhazardous industrial wastes that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.
30. All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and 30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this Contract.
31. All materials cleaned up using grant funds must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, the COG should consider withholding at least ten (10) percent of the reimbursements under a pass-through grant or subcontract, until documentation is provided that the cleanup work has been completed and the materials properly managed.
32. Periodic community collection events, to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily-available collection alternative, may be funded. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents. To the extent practicable, community collection events should make every effort to divert wastes collected from area landfills, e.g., contain a recycling component.

Source Reduction and Recycling

33. Any program or project funded with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.

Local Solid Waste Management Plans

34. All local solid waste management plans funded under this Contract must be consistent with the COG's RSWMP, and prepared in accordance with 30 TAC Subchapter O, Chapter 330, TCEQ Regulations, and the Content and Format Guidelines provided by the TCEQ.
35. In selecting a local solid waste management plan project for funding, the COG shall ensure that at least one year is available for the completion and adoption of the local plan.

Citizens' Collection Stations and "Small" Registered Transfer Stations

36. The design and construction of citizens' collection stations, as those facilities are defined under 30 TAC Chapter 330, TCEQ Regulations, may be funded. The costs associated with operating a citizens' collection station once it is completed may not be funded.
37. The design and construction of small municipal solid waste and liquid waste transfer stations that qualify for registration under 30 TAC 330, MSW Rules, may be funded. Other permitted or registered transfer stations may not be funded. A municipal solid waste transfer facility may be eligible for a registration if it serves a municipality with a population of less than 50,000, or a county with a population of less than 85,000, or is used in the transfer of 125 tons or less of municipal solid waste per day. A liquid waste transfer station may qualify for a registration if it will receive less than 32,000 gallons or less per day. The costs associated with operating a transfer station once it is completed may not be funded. The following MSW facilities may be funded:
- Notification tier municipal solid waste transfer stations that qualify under 30 TAC 330.11(g).
 - Registered municipal solid waste transfer stations that qualify under 30 TAC 330.9(b)(1) through (3), or (f).
 - Notification tier citizens' collection stations that qualify under 30 TAC 330.11(e)(1).
 - Exempt local government recycling facilities as provided for under 30 TAC 328(a)(1).
 - Notification tier recycling facilities that qualify under 30 TAC 330.11(e)(2).
 - Notification tier composting facilities which qualify under 30 TAC 332.21 – 332.23.
 - Notification tier liquid waste temporary storage facilities which qualify under 30 TAC 330.11(e)(5).
 - Liquid waste transfer stations which qualify for registration in 30 TAC 330.9(g) and (o).
 - Notification tier used oil collection facilities which qualify under 30 TAC 324.71(1) or (3).

Household Hazardous Waste Management

38. All household hazardous waste collection, recycling, and/or disposal activities must be coordinated with the TCEQ's HHW program staff, and all applicable laws, regulations, guidelines, and reporting requirements must be followed.

Technical Studies

40. All technical studies funded must be consistent with the COG's regional solid waste management plan, and prepared in accordance with Administrative Procedures provided by the TCEQ.

Educational and Training Projects

41. Educational and training programs and projects funded under this Contract must be primarily related to the management of municipal solid waste, and funds applied to a broader education program may only be used for those portions of the program pertaining to municipal solid waste.

Other Types of Projects

42. If the TCEQ authorizes the COG to fund additional types of projects, the authorization incorporated into the grant Contract may include additional standards and restrictions that will apply to use of funds for that project or type of project.

Article 9 Authorized Representatives

(a). The PBRPC hereby designates the person in Exhibit A-1, Project Representative, as the individual authorized to give direction to the SUBCONTRACTOR for the purposes of this Contract.

(b). Immediately upon receiving the Purchase Order or Notice of Award, the SUBCONTRACTOR shall identify, as its Project Representative, the person authorized to receive direction from the PBRPC, to manage the work being performed, and to act on behalf on the SUBCONTRACTOR. The SUBCONTRACTOR'S Project Representative shall be deemed to have authority to bind the SUBCONTRACTOR in contract unless the SUBCONTRACTOR, in writing, specifically limits or denies such authority to the SUBCONTRACTOR'S Project Representative.

(c). Either party may change its Project Representative. In addition, the Project Representative of either party may further delegate his or her authority as necessary, including any delegation of authority to a new Project Representative. The party making the change in Project Representative shall provide written notice of the change to the other party.

(d). The SUBCONTRACTOR shall ensure that its Project Representative, or his or her delegate, is available at all times for consultation with the PBRPC.

Permian Basin Regional Planning Commission
Solid Waste Interlocal Agreement
General Contract Provisions

Attachment E

Article 1 Legal Authority

The SUBCONTRACTOR warrants and assures PBRPC that it possesses adequate legal authority to enter into this Agreement. The SUBCONTRACTOR'S governing body where applicable has authorized the signatory official(s) to enter into this Agreement and bind the SUBCONTRACTOR to the terms of this Agreement and any subsequent amendments hereto. The SUBCONTRACTOR agrees to adhere to all applicable laws and regulations, including but not limited to the provisions of the following standards:

- (1) §361, §363, and §364 of the TEXAS HEALTH and SAFETY CODE
- (2) Title 30 TAC §330, Subchapter O, TCEQ Rules
- (3) Title 30 TAC §14, TCEQ Rules
- (4) The Uniform Grant and Contract Management Act; TEXAS GOV'T CODE, §§783.001 et. seq., and the Uniform Grant Management Standards, 1 TAC §5.141-5.167 (Collectively, "UGMS").

Article 2 Scope of Services

The services to be performed by the SUBCONTRACTOR are herewith outlined in the General Provisions and Change Orders which are hereby incorporated into and made a part of this Agreement as if set out word-for-word herein.

Article 3 Purpose

(a). The purpose of this Contract (Agreement) is to accomplish the goals of House Bill 3072, 74th Texas Legislature (1995), as they relate to distributing solid waste fee revenue funds to support local and regional solid waste projects consistent with the regional solid waste management plans approved by the TCEQ and to update and maintain those plans.

(b). Under the overall goals of the funding program established under House Bill 3072, the more specific purposes of this Agreement are:

1. To enable the COG to carry out or conduct various municipal solid waste management-related services and support activities within the PBRPC's regional jurisdiction; and
2. To administer an efficient and effective, region-wide, pass-through (subgrantee) assistance grants program and/or, where authorized by the PBRPC in accordance with Article 4 of this Attachment, to conduct various PBRPC - managed projects.

(c). Funds provided by the PBRPC pursuant to this agreement that are paid to the SUBCONTRACTOR shall be used solely to satisfy the purposes of the agreement.

Article 4 Licenses, Permits and Laws

The SUBCONTRACTOR shall, except as otherwise provided in this Contract, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes and regulations, in connection with the work required by this Contract.

Article 5 Assignability

This Contract is not transferable or otherwise assignable by the SUBCONTRACTOR without the written consent of the PBRPC. Any attempted transfer is void without written consent of the PBRPC.

Article 6 Examination of Records and Financial Administration

(a). The SUBCONTRACTOR shall maintain and make available for review, inspection and/or audit books, records, documents, and other evidence reasonably pertinent to performance on all work under this Agreement, including negotiated changes or amendments thereto, in accordance with accepted professional practice, appropriate accounting procedures and practices at the SUBCONTRACTORS' Texas Office. The SUBCONTRACTOR shall also maintain and make available at its Texas office the financial information and data used by the SUBCONTRACTOR or its designee (including independent financial auditors) in the preparation or support of any cost submission or cost (direct or indirect), price or profit analysis for this Contract or any negotiated subagreement or change order and a copy of the cost summary submitted to PBRPC. PBRPC, the Texas Commission on Environmental Quality, the Texas State Auditor's Office, or any of PBRPC's duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of review, inspection, and/or audit. During the conduct of any such review, audit, or inspection, the SUBCONTRACTORS' books, records, and other pertinent documents may, upon prior conference with the SUBCONTRACTOR, be copied by the PBRPC or any of its duly authorized representatives. All such information shall be handled by the parties in accordance with good business ethics. The SUBCONTRACTOR shall provide proper facilities within the State of Texas for such access and inspection.

(b). Audits conducted pursuant to this provision shall be in accordance with State law, regulations and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

(c). The SUBCONTRACTOR agrees to the disclosure of all information and reports resulting from access to records pursuant to section (a) above to the PBRPC. Where the audit concerns the SUBCONTRACTOR, the auditing agency will afford the Subcontractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.

(d). Records under Section (a) above shall be maintained and made available during the entire period of performance of this Contract and until three (3) years from the date of final PBRPC payment for the project. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until completion of such action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

(e). Access to records is not limited to the required retention periods. The authorized representatives designated by the PBRPC shall have access to records at any reasonable time for as long as the records are maintained.

(f). This audit/access to records Article applies to financial records pertaining to all subcontracts and all subcontract change orders and amendments. In addition, this right of access applies to all records pertaining to all subcontracts, subcontract change orders and subcontract amendments: to the extent the records reasonably pertain to subcontract performance; if there is any indication of fraud, gross abuse or corrupt practices may be involved; or if the subcontract is terminated for default or for convenience.

(g). The PBRPC reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by the SUBCONTRACTOR on the work performed under this Contract.

(h). The SUBCONTRACTOR agrees to establish and administer a financial management program to ensure that the expenditures connected to this Agreement are in fact incurred and are reasonable and necessary to the project. The SUBCONTRACTOR shall have an accounting system which accounts for costs in accordance with generally accepted accounting standards or principles and complies with applicable State law, regulations, or policies relating to accounting standards or principles. The SUBCONTRACTOR shall adhere to the specific standards and requirements set forth in this Section, except that the requirements and processes may be more stringent than outlined below:

- (1) The SUBCONTRACTOR shall establish a process to make payments for authorized expenses.
 - (2) The SUBCONTRACTOR shall use either a cash or an accrual basis for requesting reimbursement of expenses, as defined and authorized under the UGCMA. A cost must have been incurred and either paid or incurred by the last day of the time period indicated on a request for reimbursement form and liquidated no later than forty-five (45) days after the end of that time period.
 - (3) The SUBCONTRACTOR shall utilize a standard reimbursement and supplemental financial status report forms supplied by PBRPC to request funds.
 - (4) The SUBCONTRACTOR shall maintain records and documentation materials consistent with the records listed below:
 - (a) SALARY/WAGES - Time sheets that have been signed and approved.
 - (b) TRAVEL - Documentation which, at a minimum is consistent with State Travel Regulations. The purpose of the travel should be documented and supported with actual receipts for hotel accommodations, public transportation receipts, airline receipts, food and beverage receipts, etc.
 - (c) EQUIPMENT - Purchase orders, invoices, check, and (canceled check if requested).
 - (d) SUPPLIES - Purchase orders (if issued), invoices, check, and (canceled check if requested).
 - (e) CONTRACTUAL - All of the above plus documentation that the costs were reasonable and necessary. The same standards should be applicable to subcontractors.
-

(f) OTHER - All of the above apply.

(5) If requested by the PBRPC or TCEQ the SUBCONTRACTOR agrees to provide the additional expense records and documentation materials listed above in a reasonable and timely manner.

(i). The SUBCONTRACTOR agrees that all data and other information developed under this agreement shall be furnished to the PBRPC or TCEQ and shall be public data and information except to the extent that is exempted from public access by the Texas Public Information Act. Upon termination of this agreement, copies of data and information shall be furnished, at no charge, to the PBRPC and TCEQ, upon request, to include data bases prepared using funds provided under this agreement. Except as otherwise provided by the agreement or the Texas Public Information Act, the SUBCONTRACTOR shall not provide data generated or otherwise obtained in the performance of its responsibilities under this agreement to any party other than the State of Texas and its authorized agents.

(j). The SUBCONTRACTOR shall be responsible for requiring subcontractors and subgrantees to maintain and supervise all necessary safety precautions and programs in connection with the work. The SUBCONTRACTOR shall take all necessary safety precautions.

(k). The SUBCONTRACTOR shall have an accounting system which accounts for costs in accordance with generally accepted accounting standards or principles and complies with applicable State law, regulations, and policies relating to accounting standards or principles. The SUBCONTRACTOR must account for costs in a manner consistent with such standards or principles.

Article 7 Independent Financial Audit

The SUBCONTRACTOR engage an independent financial auditor and conduct an annual audit of the SUBCONTRACTORS' financial statements in accordance with the Single Audit provisions of UGMS and those items set forth in this section.

(a). All terms used in connection with audits in this agreement shall have the definitions and meanings assigned in the Single Audit Circular in UGMS.

(b). Provisions of the Single Audit Circular in Part IV of UGMS shall apply to all non-state entities expending the funds of this grant, whether they are recipients or subrecipients. In addition, the SUBCONTRACTOR shall require the independent auditor to supply all audit work papers substantiating the work performed, at the request of the PBRPC, the TCEQ or its designee.

Article 8 Hazardous Substances, Waste Disposal and Manifests

SUBCONTRACTOR must comply with all applicable Laws and Regulations, including but not limited to those relating to hazardous substances, waste disposal and manifests.

Article 9 Conflict of Interests

SUBCONTRACTOR shall notify the PBRPC immediately upon discovery of any potential or actual conflict of interest. SUBCONTRACTOR agrees that the PBRPC and TCEQ have discretion to determine whether a conflict exists and that the PBRPC and TCEQ may terminate the agreement at any time, on the grounds of actual or apparent conflict of interest.

Article 10 Insurance and Liability

SUBCONTRACTOR shall maintain insurance coverage for work performed or services rendered under this contract as specified in the Special Provisions. SUBCONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to PBRPC any amounts determined by PBRPC, its independent auditors, or any agency of state or federal governments to have been paid in violation of the terms of this Agreement.

Article 11 Amendments to Contract

Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal Law or Regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation, provided if the SUBCONTRACTOR may not legally comply with such change, SUBCONTRACTOR may terminate its participation herein as authorized by Article 9.

PBRPC may, from time to time, require changes in the Scope of the Services of the SUBCONTRACTOR to be performed hereunder. Such changes that are mutually agreed upon by and between PBRPC and the SUBCONTRACTOR in writing shall be incorporated into this Agreement.

SUBCONTRACTOR must require prior approval of items not specifically approved in this Agreement. Any change in personnel whose salaries will be funded under this Agreement must be approved prior to submission for reimbursement.

Article 12 Termination of Contract

The SUBCONTRACTOR acknowledges that this Agreement may be terminated under the following circumstances:

(a). Convenience

PBRPC may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the contractor whenever for any reason PBRPC determines that such termination is in the best interest of PBRPC. Upon receipt of notice of termination, all services hereunder of the SUBCONTRACTOR and its employees and subcontractees shall cease to the extent specified in the notice of termination. In the event of termination in whole, the SUBCONTRACTOR shall prepare a final invoice within 30 days of such termination reflecting the services actually performed pursuant to the Agreement and to the satisfaction of the Executive Director or his designee which has not appeared on any prior invoice. PBRPC agrees to pay the SUBCONTRACTOR, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of PBRPC compensation previously paid.

The SUBCONTRACTOR may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to PBRPC. The SUBCONTRACTOR may not give notice of cancellation after it has received notice of default from PBRPC. In the event of such termination prior to completion of the contract provided for herein, PBRPC, agrees to pay services herein specified on a prorated bases for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

(b). Default

Permian Basin Regional Planning Commission may, by written notice of default to the SUBCONTRACTOR, terminate the whole or any part of the Agreement in any one of the following circumstances:

1. If the SUBCONTRACTOR fails to perform the services herein specified within the time specified herein or any extension thereof; or
2. If the SUBCONTRACTOR fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or so violates the Agreement in a manner which significantly endangers substantial performance of the Agreement or completion of the services herein specified within a reasonable time, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer periods of time as may be authorized by PBRPC in writing) after receiving written notice by certified mail of default from PBRPC. In the event of such termination, all services of the SUBCONTRACTOR and its employees and subconsultants shall cease and the SUBCONTRACTOR shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement and to the satisfaction of the Executive Director of PBRPC or his designee which has not appeared on a prior invoice. PBRPC agrees to pay the SUBCONTRACTOR, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of PBRPC as reflected on said invoices, less payment of any compensation previously paid and less any costs or damages incurred by PBRPC as a result of such default, including an amount agreed to in writing by PBRPC and the SUBCONTRACTOR to be necessary to complete the services herein specified, in addition to that which would have been required had the SUBCONTRACTOR completed the services herein specified as required herein.

Article 13 Severability

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

Article 14 Notice

All notices, requests, reports, and other communications under this Contract shall be sent to the PBRPC Representative. All such notices and communications shall be deemed to be duly given if hand-delivered, delivered by nationally recognized courier service, or mailed by certified or registered mail, return receipt requested.

Article 15 Venue and Governing Law

The Parties to this Contract shall be governed by the laws of the State of Texas.

Nothing in this Contract is intended as any waiver by the PBRPC of any immunity from suit to which it is entitled under Texas law.

Article 16 Intellectual Property Requirements

For the purposes of this Contract, "intellectual property" refers to

1. Any discovery or invention for which patent rights may be acquired, and
2. Any photographs, graphic designs, plans, drawings, specifications, computer programs, technical reports, operating manuals, or other copyrightable materials, and
3. Any other materials in which intellectual property rights may be obtained.

If the SUBCONTRACTOR first conceives of, actually puts into practice, discovers, invents, or produces any intellectual property during the course of its work under this Contract, it shall report that fact to the PBRPC.

The SUBCONTRACTOR may obtain governmental protection for rights in the intellectual property. However, the PBRPC and the TCEQ hereby reserves a nonexclusive, royal-free and irrevocable license to use, publish, or reproduce the intellectual property for sale or otherwise, and to authorize others to do so.

In performing work under this Contract, the SUBCONTRACTOR shall comply with all laws, rules, and regulations relating to intellectual property, and shall not infringe on any third-party's intellectual property rights. It shall hold the PBRPC harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify the PBRPC against, any claims for infringement related to its work under this Contract.

Article 17 Identification of the Funding Source

The SUBCONTRACTOR shall acknowledge the financial support of the Texas Commission on Environmental Quality and the PBRPC whenever work funded, in whole or in part, by this Contract is publicized or reported in news media or publications. All reports and other documents completed as a part of this Contract, other than documents prepared exclusively for internal use, shall carry the following notation on the front cover or title page:

PREPARED IN COOPERATION WITH THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Article 18 Schedule of Remedies

In accordance with Chapter §2261, Texas Government Code, the following Schedule of Remedies applies to this contract in the event of substandard performance or other failure to conform to the requirements of the contract or applicable law as set forth in this section.

- (a). Reject substandard performance and request corrections without charge to the PBRPC.
 - (b). Issue notice of substandard performance or other non-conforming act or omission.
 - (c). Reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity.
 - (d). Request and receive return of any overpayments or inappropriate payments.
 - (e). Suspend all or part of the work and/or payments pending accepted revision of substandard performance or non-conformity.
-

(f). Reject reimbursement requested and withhold all or partial payments. Funds may be retained by the PBRPC for recovery or administrative costs or returned to the funding source as authorized by agreements with the funding source and by state or federal law.

(g). Terminate the contract, demand and receive: return of all equipment purchased of contract funds, return of all unexpended funds, and repayment of expended funds.

Article 19 Cumulative Remedies

The PBRPC may avail itself of any remedy or sanction provided in this agreement or in law to recover any losses rising from or caused by the SUBCONTRACTORS' substandard performance or any non-conformity with the agreement or the law. The remedies and sanctions available to the PBRPC under this agreement shall not limit the remedies available to the PBRPC under law.

The duties and obligations imposed by this agreement and the rights and remedies available hereunder to the parties hereto, are in addition to, and not to be in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available, by laws or regulations, by special warranty or guarantee or by other provisions of the agreement.

Article 20 Dispute Resolution

Any and all disputes concerning questions of fact or of law arising under this Agreement which are not disposed of by Agreement shall be decided by the Executive Director of PBRPC or his designee, who shall reduce his decision to writing and provide notice thereof to the SUBCONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBCONTRACTOR requests a rehearing from the Executive Director of PBRPC. In connection with any rehearing under this Article, the SUBCONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. Pending final decision of a dispute hereunder, the SUBCONTRACTOR shall proceed diligently with the performance of the Agreement and in accordance with PBRPC's final decision.

Article 21 Oral and Written Agreements

All oral or written agreements between the parties hereto relating to the subject matter of this Contract which were developed and executed prior to the execution of this Contract have been reduced to writing and are contained herein.

Article 22 ADA Requirements

The SUBCONTRACTOR shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 [ADA], Title 42, Chapter 126 U.S.C., beginning at § 12101; Title 47, Chapter 5 U.S.C. and any subsequent revisions or amendments.

Article 23 Utilization of Historically Underutilized Business Enterprises

The SUBCONTRACTOR agrees that qualified Historically Underutilized Businesses (HUB) shall have opportunity to participate in the performance of this Agreement.

Article 24 Equal Employment Opportunity and Nondiscrimination

The SUBCONTRACTOR agrees that in the performance of this agreement, it will not discriminate against any employee or applicant because of race, color, sex, age, or national origin and it will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Relations (41 CFR Part 60). The SUBCONTRACTOR assures that no person will, on the grounds of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subject to discrimination under any program or activity funded in whole or part under this agreement.

The SUBCONTRACTOR shall comply with all applicable state and federal statutes relating to nondiscrimination which include, but are not limited to, those listed in the Uniform Grant Management Standards.

Article 25 Subcontractors, Suppliers, and Others

All contractual expenditures using funds provided under this agreement shall meet all procurement laws and regulations applicable to the SUBCONTRACTOR and the Uniform Grant and Contract Management Act and the Uniform Grant Management Standards. Note that competitive bidding will generally be required.

The SUBCONTRACTOR shall be responsible for the management and fiscal monitoring of all subcontractors. The SUBCONTRACTOR shall monitor its subcontractors as necessary to ensure that the subcontractors are operating consistently with applicable laws and regulations, applicable contracting policies, and this agreement. The SUBCONTRACTOR shall ensure that all subcontractors comply with all record keeping and access requirements as set forth in this agreement. The PBRPC reserves the right to perform an independent audit of all subcontractors.

The SUBCONTRACTORS' contractual costs must comply with allowable costs requirements. SUBCONTRACTORS' which are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies. If the SUBCONTRACTOR has no competitive procurement policy, the SUBCONTRACTOR must generally select contractors by evaluation and comparison of price, quality of goods and services and past performances. All subgrants awarded by the SUBCONTRACTOR shall be in accordance with Subpart C. Sec. 37, subsection (b) of the State Uniform Administrative Requirements for Grants and Cooperative Agreements.

Article 26 Force Majeure

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the Permian Basin Regional Planning Commission.

Article 27 Entire Contract

This Agreement represents the entire Contract between the contracting parties and supersedes any and all prior contracts between the parties, whether written or oral.

Article 28 Survival of Obligations

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the agreement, as well as continuing obligations indicated in the agreement, will survive final payment, completion and acceptance of the work and termination or completion of the agreement.



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: Planning & Zoning

Your Name: Bebe McCasland

Address: _____

Big Spring, Texas 79720

Home Telephone Number: _____

Work Telephone Number: _____

Cellular Number: _____

Current Occupation: Retired

Any Related Past Experience? Please Describe Below:

Citizens Advisory Panel - Big Spring Refinery

Animal Control Committee - City of Big Spring

Senior Citizens Board Chairman - Howard County

Reader Advisory Board - Big Spring Herald

Planning & Zoning - City of Big Spring - 10 years

Please Describe Your Education History:

Irving High School - National Honor Society, Drum Major, Valedictorian - Texas Christian University,

Fort Worth, TX - four year scholarship. Graduated magna cum laude, B. A. major in English, minor

in speech, manager KTCU radio, member Alpha Chi honor society, employee Ex-Students Assn.

Signature: Bebe McCasland

Date: July 28, 2016

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.