

CITY COUNCIL AGENDA

City of Big Spring
Tuesday, September 10, 2013

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, September 10, 2013, at 5:30 p.m. in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

The City Council may discuss and/or take action on each of the following items before it and may go into Executive Session on any item listed on the agenda in accordance with Chapter 551 of the Texas Government Code.

Presentations & Public Hearings

- | | | | |
|----|---|--|----------|
| 1. | Invocation & Pledge of Allegiance to the United States Flag and to the Texas State Flag | | McLellan |
| 2. | Public Hearing – Proposed Tax Rate for Fiscal Year 2013-14 | | McLellan |
| 3. | Public Hearing – Annual Budget for Fiscal Year 2013-14 | | McLellan |

Disposition of Minutes

- | | | | |
|----|---|-----|-------|
| 4. | Approval of Minutes of the Regular Meeting of August 27, 2013 | 5-9 | Davis |
|----|---|-----|-------|

Bids

- | | | | |
|----|---|-------|---------|
| 5. | Award Bid for Relocation of Utility Lines as Part of the Texas Department of Transportation US 87 Reliever Route Construction Project and Authorizing the Mayor to Execute Any Necessary Documents | 10-11 | Womack |
| 6. | Permission to Advertise for Bids for Lease of Oil and Gas Rights at the McMahon-Wrinkle Airpark | | Sjogren |
| 7. | Permission to Advertise for Bids for Contractor to Install or Repair Water and Sewer Lines in Emergency Situations or Critical Stages Due to Staff Shortages and Authorizing the City Manage to Execute Any Necessary Documents | 12 | Womack |

Routine Business

- | | | | | | |
|----|-----------------------|----|------------|--|---------|
| 8. | Vouchers for 08/29/13 | \$ | 173,127.83 | | Harbour |
| | Vouchers for 09/05/13 | \$ | 602,371.14 | | |

New Business

- | | | | | | |
|-----|--|--|-------|--|--------------|
| 9. | Presentation and Approval of Big Spring Economic Development Corporation's Annual Budget for 2013-14 | | | | Terry Wegman |
| 10 | First Reading of an Ordinance Approving and Adopting the City of Big Spring's Annual Budget for the Fiscal Year Beginning October 1, 2013 and Ending September 30, 2014 | | 13-14 | | Walker |
| 11. | First Reading of an Ordinance Commemorating the Contributions Made to the Nation and to the City of Big Spring by Bert Andries by Re-naming the Park Currently Known as "Northside Park" to Henceforth be Known as "Bert Andries Park," Amending Chapter Six of the City Code Entitled "Streets, Parks and Cemeteries," Article 4 Entitled "Parks and Recreation," Section 6-70 Entitled "Opening and Closing Hours for Parks" in Order to Reflect the Name Change; Providing for Severability and Providing an Effective Date | | 15-16 | | Walker |
| 12. | First Reading of an Ordinance Granting a Partial Residence Homestead Exemption for Tax Year 2013; and Granting a Partial Residence Homestead Exemption to Any Individual Who is Disabled or Age 65 or Older | | 17-18 | | Walker |
| 13. | First Reading of an Ordinance Providing for an Additional Twenty Percent (20%) Penalty to Defray Costs of Collecting Delinquent Taxes that Remain Delinquent on July 1 of the Year in Which They Become Delinquent, and Providing for Publication | | 19-20 | | Walker |
| 14. | First Reading of an Ordinance Amending Chapter 11 Entitled "Garbage and Other Refuse," Article 2 Entitled "Charges for City Collection of Municipal Solid Waste," of the Big Spring City Code, by Amending Sections 11-8(1)(A) Through 11-8(1)(D), Increasing Residential and Commercial Solid Waste Collection Fees; Providing for a Severability Clause; and Providing for an Effective Date and for Publication | | 21-22 | | Walker |

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| 15. | First Reading of an Ordinance Amending the Big Spring Code of Ordinances by Amending Chapter 6, Article 7, Entitled “Comanche Trail Golf Course” by Deleting Section 6-146(E) Entitled “Golf Course Fund” and Renumbering the Remainder of Section 6-146, and Amending Section 6-147 Entitled “Tournaments” to Establish Tournament Requirements and Fees: Repealing Ordinances in Conflict with this Ordinance; Providing for Severability and Providing an Effective Date | 23-24 | Walker |
| 16. | First Reading of an Ordinance Establishing the Pay Schedule for Classified Positions within the Police Department for the Fiscal Year 2013-14; Providing for Repeal of Ordinances in Conflict Herewith; and Providing for an Effective Date | 25 | Medina |
| 17. | First Reading of an Ordinance Establishing the Fire Department Pay Scale for Fiscal Year 2013-14; Providing for Certificate, Education and Assignment Pay in Accordance with Chapter 143 of the Texas Local Government Code; Providing for the Repeal of Ordinances in Conflict Herewith; and Providing for an Effective Date | 26 | Medina |
| 18. | Approval of an Agreement with the Heritage Museum for Historical Preservation and Restoration Projects and Authorizing the Mayor to Execute Any Necessary Documents | 27-29 | Walker |
| 19. | Approval of an Agreement between the City of Big Spring and Heritage Museum for General Operation of the Potton House and Authorizing the Mayor to Execute Any Necessary Documents | 30-32 | Walker |
| 20. | Approval of an Agreement with Big Spring Victim’s Services and Authorizing the Mayor to Execute Any Necessary Documents | 33-35 | Walker |
| 21. | Approval of an Industrial Agreement between the City of Big Spring and Sid Richardson Carbon LTD and Authorizing the Mayor to Execute Any Necessary Documents | 36-40 | Sjogren |
| 22. | Approval of Routine Airport Maintenance Program (RAMP) Agreement with TxDOT for Airport AWOS Services and Other Projects and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 41-52 | Little |
| 23. | Approval of an Interlocal Agreement Between the City of Big Spring and Big Spring State Hospital and Texas Department of State Health Services for Trailer Mounted Portable Emergency Generator and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 53-55 | Darden |

24. Acceptance of Big Spring Economic Development Corporation Board of Directors Minutes for Meeting of July 30, 2013 56-58 Walker

City Manager's Report

25. Boards and Committees Resumes Due before Friday, September 20th for September 24th Meeting Darden
26. Special City Council Meeting Tuesday, September 17, 2013 at 5:30 p.m. Darden

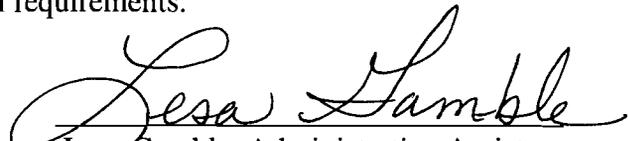
Council Input

27. Input McLellan

Executive Session

28. Adjourn into Executive Session Under the Provisions of Title 5, Texas Government Code Section 551.074 to Evaluate the Municipal Judge McLellan
29. Reconvene in Open Session and Take Any Necessary Action McLellan
30. Adjourn

I hereby certify that this agenda was posted on the official bulletin boards at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on Friday, September 6, 2013 at 6:00 p.m. In addition this agenda and supporting documents are posted on the City of Big Spring's website, www.mybigspring.com in accordance with legal requirements.


Lesa Gamble, Administrative Assistant

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

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

September _____, 2013 at _____ a.m./p.m.

By: _____
City Secretary's Office

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

The City Council of the City of Big Spring, Texas, met in a regular meeting in the City Council Chambers located at 307 E. 4th, Big Spring, Texas, at 5:30 p.m., August 27, 2013, with the following members present:

LARRY McLELLAN	Mayor
MARCUS FERNANDEZ	Mayor Pro Tem
CARMEN HARBOUR	Councilmember
GLEN CARRIGAN	Councilmember
BOBBY McDONALD	Councilmember
RAUL BENAVIDES	Councilmember
MARVIN BOYD	Councilmember

Same and constituting a quorum; and

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

PRESENTATIONS & PUBLIC HEARINGS

INVOCATION & PLEDGE OF ALLEGIANCE

Lloyd Wells, Spring Creek Fellowship, gave the invocation and Mayor McLellan led the Pledge of Allegiance to the American and State Flags.

DISPOSITION OF MINUTES

MINUTES OF THE REGULAR MEETING OF AUGUST 13, 2013 AND SPECIAL MEETING OF AUGUST 14, 2013

Motion was made by Councilmember McDonald, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving minutes of the regular meeting of August 13, 2013 and special meeting of August 14, 2013.

CONSENT ITEMS

ACCEPTANCE OF CONVENTION AND VISITORS BUREAU COMMITTEE
MINUTES FOR MEETING OF JULY 10, 2013

ACCEPTANCE OF HOWARD COUNTY APPRAISAL DISTRICT'S BOARD OF
DIRECTORS MINUTES FOR MEETING OF JUNE 12, 2013

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

ROUTINE BUSINESS

Mayor Pro Tem Fernandez reviewed the vouchers. Motion was made by Mayor Pro Tem
Fernandez, seconded by Councilmember Benavides, with all members of the Council voting
"aye" approving vouchers in the amount of \$780,058.92 (08/15/13) and \$739,881.64 (08/22/13).

NEW BUSINESS

PRESENTATION AND APPROVAL OF HOWARD COUNTY 9-1-1 COMMUNICATION
DISTRICT'S ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED SEPTEMBER
30, 2012

Tommy Sullivan, 9-1-1 Communication District Director, presented the Howard County 9-1-1
Communication District's annual financial report for fiscal year ended September 30, 2012.
Motion was made by Mayor Pro Tem Fernandez, seconded by Councilmember Carrigan, with all
members of the Council voting "aye" approving the Howard County 9-1-1 Communication
District's annual financial report for fiscal year ended September 30, 2012.

PRESENTATION AND APPROVAL OF HOWARD COUNTY 9-1-1 COMMUNICATION
DISTRICT'S PROPOSED BUDGET FOR FISCAL YEAR 2013-14

Tommy Sullivan, 9-1-1 Communication District Director, presented the Howard County 9-1-1
Communication District's proposed budget for fiscal year 2013-14. Motion was made by
Councilmember Carrigan, seconded by Mayor Pro Tem Fernandez, with all members of the
Council voting "aye" approving the Howard County 9-1-1 Communication District's proposed
budget for fiscal year 2013-14.

PRESENTATION OF EFFECTIVE TAX RATE AND ROLLBACK RATE CALCULATIONS

Don Moore, Assistant Finance Director, presented information which explained the effective and
rollback tax rates. Staff recommended that a tax rate of \$.0856640 be adopted, which would be
below the rollback rate of \$.856643 and above the effective rate of \$.762733.

RECORD VOTE FOR PROPOSED TAX RATE

Motion was made by Councilmember Carrigan, seconded by Mayor Pro Tem Fernandez, with all members of the Council voting “aye” approving to adopt the proposed tax rate of 85.6640¢ per \$100 valuation.

CALL FOR FIRST PUBLIC HEARING ON PROPOSED TAX RATE TO BE HELD ON TUESDAY, SEPTEMBER 10, 2013 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS LOCATED AT 307 EAST 4TH STREET, BIG SPRING, TEXAS AND CALL FOR 2ND PUBLIC HEARING ON PROPOSED TAX RATE TO BE HELD ON TUESDAY, SEPTEMBER 17, 2013 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS LOCATED AT 307 EAST 4TH STREET, BIG SPRING, TEXAS.

Motion was made by Mayor Pro Tem Fernandez, seconded by Councilmember Harbour, with all members of the Council voting “aye” calling for the first public hearing on proposed tax rate to be held on Tuesday, September 10, 2013 at 5:30 p.m. in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas and calling for the second public hearing on proposed tax rate to be held on Tuesday, September 17, 2013 at 5:30 p.m. in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

CALL FOR PUBLIC HEARING ON PROPOSED 2013-14 ANNUAL BUDGET TO BE HELD ON TUESDAY, SEPTEMBER 10, 2013 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS LOCATED AT 307 EAST 4TH STREET, BIG SPRING, TEXAS

Motion was made by Councilmember McDonald, seconded by Councilmember Boyd, with all members of the Council voting “aye” calling for a public hearing on proposed 2013-14 annual budget to be held on Tuesday, September 10, 2013 at 5:30 p.m. in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

EMERGENCY READING OF AN ORDINANCE AMENDING CHAPTER 18 OF THE CITY CODE OF ORDINANCES ENTITLED “TRAFFIC,” ARTICLE 3 BY AMENDING SECTION 18-73 ENTITLED, “SPEED LIMITS IN SCHOOL ZONES,” BY DESIGNATING SCHOOL ZONES AND TIMES WHEN SPECIFIC SPEED LIMITS SHALL BE IN EFFECT; PROVIDING FOR A PENALTY IN ACCORDANCE WITH STATE LAW; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION

Motion was made by Mayor Pro Tem Fernandez, seconded by Councilmember Harbour, with all members of the Council voting “aye” approving an emergency reading of an ordinance amending Chapter 18 of the City Code of Ordinances entitled “Traffic,” Article 3 by amending Section 18-73 entitled, “Speed Limits in School Zones,” by designating school zones and times when specific speed limits shall be in effect; providing for a penalty in accordance with state law; providing an effective date; and providing for publication.

CONSIDERATION AND APPROVAL OF A PETITION TO ANNEX THE CITY OWNED PROPERTY GENERALLY LOCATED AT THE INTERSECTION OF WILLARD STREET AND PARKWAY DRIVE AND MORE PARTICULARLY DESCRIBED AS FORTY ACRES

OF LAND OUT OF THE EAST HALF OF THE WEST HALF OF SECTION THIRTEEN,
BLOCK 33, TOWNSHIP ONE SOUTH, T & P RAILROAD SURVEY IN HOWARD
COUNTY, TEXAS

Motion was made Councilmember Harbour, seconded by Councilmember Boyd, with all members of the Council voting “aye” approving a petition to annex the city owned property generally located at the intersection of Willard Street and Parkway Drive and more particularly described as forty acres of land out of the east half of the west half of Section Thirteen, Block 33, Township One South, T & P Railroad survey in Howard County, Texas.

CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT WITH TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL (TMLIEBP) FOR HEALTH PLAN ADMINISTRATIVE SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Mayor Pro Tem Fernandez, seconded by Councilmember Harbour, with all members of the Council voting “aye” approving an interlocal agreement with Texas Municipal League Intergovernmental Employee Benefits Pool (TMLIEBP) for health plan administrative services and authorizing the Mayor to execute any necessary documents.

CONSIDERATION AND APPROVAL OF THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND G4S FOR FLEET MANAGEMENT SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Mayor Pro Tem Fernandez, seconded by Councilmember Benavides, with all members of the Council voting “aye” approving the first amendment to the agreement between the City and G4S for Fleet Management Services and authorizing the Mayor to execute any necessary documents.

CONSIDERATION AND APPROVAL OF A SERVICE AGREEMENT WITH THE INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY TO PERFORM BUILDING INSPECTIONS AND PLAN REVIEWS

Motion was made by Councilmember Benavides, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving a service agreement with the Institute for Building Technology and Safety to perform building inspections and plan reviews.

CITY MANAGER’S REPORT

Todd Darden, City Manager, reminded everyone that school started Monday, August 26 and to be careful in the school zones. Mr. Darden also reminded the Council that resumes are due before Friday, September 20, 2013 for the boards and committees.

Mr. Darden also announced that there would be a special council meeting to be held on September 17 for the second public hearing and the first reading of an ordinance on the proposed

tax rate, and also moving the October 8, 2013 council meeting to October 7, 2013 due to staff and council leaving for the annual TML Conference.

COUNCIL INPUT

Councilmember Harbour announced that there will be a benefit at the Northside Park this weekend.

ADJOURN

Motion was made by Councilmember Harbour, seconded by Councilmember Carrigan, with all members of the Council voting “aye” to adjourn at 6:35 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary



*Public Works Department
Memorandum*

To: Honorable Mayor, City Council, City Manager
From: Johnny Womack, Interim Public Works Director 
Date: September 10, 2013
Subject: Bid Award for U S Hwy 87 Utility Relocation – Water Line

On September 5, 2013, the City of Big Spring received a total of three bids for line relocation for US Hwy 87 project.

Recommendation: Staff recommends that the proposal be awarded to TEC Excavation Co. for the amount of \$218,583.



CITY OF BIG SPRING
US Hwy 87 Utility Relocation – Water Line
Big Spring, Texas
September 5th, 2013 at 2:00PM
PSC Project No. 01-0259-13

Contractor	Bid/Bond	Addendum#1	Addendum#2	Base Proposal
L.Howard Construction 380 FM 54 Abernathy, TX 79311	✓	✓	✓	\$ 250,889. ⁰⁰
Dowtech Specialty Contractors 4703 CR 527 Baird, TX 79504	✓	✓	✓	\$ 511,414. ⁰⁰
Boler Equipment Service, Inc. 4611 Sinclair Ave. Midland, TX 79707				
TEC Excavation Co. 8502 FM 307 Midland, TX 79706	✓	✓	✓	\$ 218,583. ⁰⁰



***Public Works Department
Memorandum***

To: Honorable Mayor, City Council, City Manager
From: Johnny Womack, Interim Public Works Director
Date: September 10, 2013
Subject: Request for Bids for Contractor Services

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

Due to the shortage of staff in Distribution and Collection, we are requesting to be allowed to go out for bids for a contractor to install or repair water and sewer lines. This contractor will fill in for emergency situations or when projects reach a critical stage due to the shortage of staff. Distribution and Collection will still be limited to expenditures as allowed in its budget.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, APPROVING AND ADOPTING AN ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014

WHEREAS, the City Manager of the City of Big Spring has prepared, at the direction of the City Council, the annual budget of the City of Big Spring, Texas, for the fiscal year beginning October 1, 2013 and ending September 30, 2014; and

WHEREAS, public notices of a public hearing upon this budget have been duly and legally made as required by law; and

WHEREAS, after due deliberation, study and consideration of the proposed budget as submitted by the City Manager, the City Council of the City of Big Spring is of the opinion that the same should be approved and adopted;

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

SECTION ONE: That the budget of the City of Big Spring, Texas for the fiscal year commencing October 1, 2012, and ending September 30, 2013, be revised in accordance with the expenditures estimated for said fiscal year as indicated in the documents setting forth the budget for the fiscal year commencing October 1, 2013 and terminating September 30, 2014.

SECTION TWO: That the annual budget of the City of Big Spring, Texas for the fiscal year commencing October 1, 2013, and ending September 30, 2014 as submitted by the City Manager is hereby approved and adopted and that a true and correct copy of the budget herein approved and adopted shall be filed for record in the office of the City Secretary and that same shall constitute a part of the public records of the City of Big Spring, Texas.

SECTION THREE: That the City Manager is granted the authority to revise line item accounts within a department budget so long as the total departmental budget is not increased, unless the City Council has approved increases in a departmental budget at a scheduled Council meeting. The City Manager will notify the City Council of any such revisions that exceed \$1,000.00.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 10th day of September, 2013, with all members present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 24th day of September, 2013, with all members present voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS COMMEMORATING THE CONTRIBUTIONS MADE TO THE NATION AND TO THE CITY OF BIG SPRING BY BERT ANDRIES BY RE-NAMING THE PARK CURRENTLY KNOWN "NORTHSIDE PARK" TO HENCEFORTH BE KNOWN AS "BERT ANDRIES PARK," AMENDING CHAPTER SIX OF THE BIG SPRING CITY CODE ENTITLED "STREETS, PARKS AND CEMETERIES," ARTICLE 4 ENTITLED "PARKS AND RECREATION," SECTION 6-70 ENTITLED "OPENING AND CLOSING HOURS FOR PARKS" IN ORDER TO REFLECT THE NAME CHANGE; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Bert Andries served in the United States Navy from 1951 through 1955 and served on the USS Currier (DE 700) during the Korean War as an Electrical Engineer and was awarded the National Defense Service Medal, the United Nations Service Medal, the Korean Service Medal, the China Service Medal, the Korean Presidential Unit Medal and the Good Conduct Medal for his service; and

WHEREAS, during and after his service, Bert Andries volunteered his time to Boys Clubs in California, while stationed in San Francisco, and in Texas, while attending Texas Tech; and

WHEREAS, Bert Andries, after completing his career at Cosden Refinery as an Electrical Engineer in 1968, became the founder and long time director of the Big Spring Boys Club and was committed to helping young boys in Big Spring to reach their full potential as productive, caring and responsible citizens and to providing a safe and fun environment for our youth; and

WHEREAS, throughout his thirty-three years as Director of the Big Spring Boys Club (1968-2001), his additional years as a volunteer to the organization and as a Scout Leader for the Boy Scouts, Bert Andries served as a teacher, guide, coach, counselor, trainer, instructor and tutor to hundreds of boys, thereby setting a remarkable example of giving, commitment, love, and kindness; and

WHEREAS, the City Council of the City of Big Spring is honored to commemorate Bert Andries years of service to the United States Navy (1951-1955), the Big Spring Boys Club (1968-2001+) and the Big Spring Boy Scouts (15 years) by renaming the Northside Park to henceforth be named Bert Andries Park; and

WHEREAS, the City Council finds it necessary to reflect this change in name in the Big Spring City Code wherever Northside Park is mentioned;

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

SECTION 1. THAT the City of Big Spring Code of Ordinances, Chapter 6 entitled "Streets, Parks and Cemeteries," Article 4 entitled "Parks and Recreation," Section 6-70 entitled "Opening and Closing Hours for Parks" Part "B," is hereby amended to read as follows:

Section 6-70. Opening and Closing Hours for Parks.

...

(B) Neighborhood Parks. The below listed parks are hereby designated as neighborhood parks and shall be open for public use between the hours of 6:00 a.m. and 10:00 p.m.:

- (1) ABC Park
- (2) Elgin Park
- (3) Jefferson Park
- (4) Bert Andries Park

Entry upon the premises of the above listed parks at any hour other than those set forth above shall constitute a misdemeanor offense and any person found in such parks during the prohibited hours shall be deemed guilty of a misdemeanor, and upon conviction thereof in the Municipal Court shall be subject to a fine not to exceed Two-Hundred Dollars (\$200.00).

...

SECTION 2. THAT any other sections of the Big Spring City Code that contain references to “Northside Park” shall be amended to read “Bert Andries Park” and the City Manager is authorized to take any necessary action to designate the newly named Bert Andries Park in city policies, publications, signs or any other areas where he deems such designation is necessary to effect this ordinance.

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

SECTION 3. THAT this ordinance shall take effect immediately after its passage in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **10th** day of **September, 2013**, with all members present voting “aye” for passage of the same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **24th** day of **September, 2013**, with all members present voting “aye” for passage of the same.

ATTEST:

Larry McLellan, Mayor

Tami Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS GRANTING A PARTIAL RESIDENCE HOMESTEAD EXEMPTION FOR TAX YEAR 2013; AND GRANTING A PARTIAL RESIDENCE HOMESTEAD EXEMPTION TO ANY INDIVIDUAL WHO IS DISABLED OR AGE 65 OR OLDER

WHEREAS, the City Council finds that it would be in the best interest of the public welfare for the City Council to grant the residence homestead exemptions provided in Article 8, Section 1-b of the Texas Constitution and §11.13 of the Texas Property Tax Code;

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

SECTION I: As authorized by Article 8 Section 1-b (e) of the Texas Constitution and §11.13 (n) of the Texas Property Tax code the City Council hereby exempts from Municipal Ad Valorem Taxation twenty percent (20%) of the market value of the residence homestead of a married or unmarried adult, including one living alone, for the tax year 2013. However, as provided in said constitutional provision, the amount of the exemption authorized pursuant to this section may not be less than Five Thousand Dollars (\$5,000.00) unless the legislature by general law prescribes other monetary restrictions on the amount of this exemption. Also, as prescribed in said constitutional provisions an eligible adult is entitled to receive other applicable exemptions provided by law. Further, as provided in said constitution provision, where Ad Valorem Tax has previously been pledged for the payment of debt, the City of Big Spring may continue to levy and collect the tax against the value of the homesteads exempted under this section until the debt is discharged if the cessation of the levy would impair the obligation of the contract by which the debt was created.

SECTION II: In addition to the exemption in Section I above, and as authorized by Article 8, Section 1-b of the Texas constitution and §11.13 (d), (e), and (f) of the Texas Property Tax Code, the City Council hereby exempts from Municipal Ad Valorem Taxation Five Thousand and no/100 Dollars (\$5,000.00) of the appraised value of the residence homestead of an individual who is age sixty-five (65) or older or is disabled. (See said §11.13 for definitions and restrictions.) An eligible disabled individual who is sixty-five (65) years of age or over may not receive both a disabled and an age 65 exemption in the same year but may choose either one; notwithstanding the foregoing, where any ad valorem tax has heretofore been pledged for payment of any debt, the taxing officers of the City shall have authority to continue to levy and collect the tax against said homestead property at the same rate as the tax so pledged until the debt is discharged if cessation of the levy would impair the obligation of the contract by which the debt was created.

The exemption provided by this Section II may be repealed or decreased in amount by the City Council. In the case of decrease, the amount of the exemption may not be reduced to less than \$3,000.00 of the market value.

SECTION III: Joint or community owners may not each receive the same exemption by Section I or Section II above for the same residence homestead in the same year.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 10th day of September 2013, with all members present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 24th day of September 2013, with all members present voting “aye” for passage of same.

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS PROVIDING FOR AN ADDITIONAL TWENTY PERCENT (20%) PENALTY TO DEFRAY COSTS OF COLLECTING DELINQUENT TAXES THAT REMAIN DELINQUENT ON JULY 1 OF THE YEAR IN WHICH THEY BECOME DELINQUENT, AND PROVIDING FOR PUBLICATION

WHEREAS, the City of Big Spring has contracted with an attorney pursuant to Section 6.30 of the Texas Property Tax Code to represent the City to enforce the collection of delinquent taxes;

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

SECTION I: Pursuant to Section 33.07 of the Texas Property Tax Code, ad valorem taxes that remain delinquent on July 1 of the year in which they become delinquent incur an additional penalty, which shall be 20% of the amount of taxes, penalty, and interest due.

SECTION II: Pursuant to Section 33.07 (b) of the Texas Property Tax Code, a tax lien attaches to the property on which the tax is imposed to secure payment of said additional penalty.

SECTION III: Pursuant to Section 33.07 (c) of the Texas Property Tax Code, the City of Big Spring, Texas, shall not recover attorney's fees in a suit to collect delinquent taxes subject to said additional penalty.

SECTION IV: Pursuant to Section 33/07 (d) of the Texas Property Tax Code, the City of Big Spring tax collector shall deliver notice of delinquency and of said additional penalty to the property owner no less than 30 and no more than 60 days before July 1.

SECTION V: The City Secretary shall, after passage of this ordinance, publish the caption of this ordinance as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 10th day of September, 2013, with all members present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 24th day of September, 2013, with all members present voting “aye” for the passage of same.

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 CHAPTER 11 ENTITLED "GARBAGE AND OTHER REFUSE," ARTICLE 2 ENTITLED "CHARGES FOR CITY COLLECTION OF MUNICIPAL SOLID WASTE," OF THE BIG SPRING CITY CODE, BY AMENDING SECTIONS 11-8(1)(A) THROUGH 11-8(1)(D), INCREASING RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION FEES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE AND FOR PUBLICATION.

WHEREAS, the City of Big Spring operates a municipal solid waste landfill/balefill;

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

Section 1. Chapter 11, Article 2 entitled "Garbage and other Refuse," Sections 11-8 (1)(A) through 11-8(1)(D), titled "Charges for City Collection of Municipal Solid Waste", of the Code of Ordinances of the City of Big Spring, Texas, are amended in their entirety to read as follows:

Sec. 11-8.(1) Charges for City Collection of Municipal Solid Waste

(A) Rates for residences:

- | | | |
|-----|---|----------|
| (1) | Single family dwelling units | \$ 18.50 |
| (2) | Multi-family and/or mobile home parks –
Each unit or space | \$ 18.50 |

Providing, however, a vacancy rate of 5% shall be allowed on each complex wherein the total units/spaces are greater than twenty (20).

(B) Commercial with maximum of one collection each week:

- | | | |
|-----|-----------------------|----------|
| (1) | 1.5 cu. yd. Container | \$ 31.70 |
| (2) | 3 cu. yd. Container | \$ 39.30 |

(C) Commercial with maximum of two collections weekly:

- | | | |
|-----|-----------------------|----------|
| (1) | 1.5 cu. yd. Container | \$ 63.40 |
| (2) | 3 cu. yd. Container | \$ 78.60 |

(D) Commercial with maximum of four collections weekly:

(1)	1.5 cu. yd. Container	\$ 126.80
(2)	3 cu. yd. Container	\$ 157.20

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

Section 3. This ordinance shall take effect following its passage upon two readings and after its publication in a local newspaper, in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 10th day of September 2013, with all members present voting “aye” for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 24th day of September 2013, with all members present voting “aye” for passage of same.

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 BY AMENDING CHAPTER 6, ARTICLE 7, ENTITLED “COMANCHE TRAIL GOLF COURSE” BY DELETING SECTION 6-146(E) ENTITLED “GOLF COURSE FUND” AND RENUMBERING THE REMAINDER OF SECTION 6-146, AND AMENDING SECTION 6-147 ENTITLED “TOURNAMENTS” TO ESTABLISH TOURNAMENT REQUIREMENTS AND FEES; REPEALING ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council finds it to be in the best interest of the citizens of the city to provide for the operation of the Comanche Trail Golf Course;

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

SECTION 1. THAT the Big Spring Code of Ordinances, Chapter 6, Article 7 is hereby amended as follows:

Article 7. Comanche Trail Golf Course

Delete Section 6-146(E) in its entirety and renumber the remainder of Section 6-146.

[Section 6-146(E). Golf Course Fund:

At the end of each fiscal year, it shall be the responsibility of the Finance Director to determine whether the operations of the golf course produced an operating deficit. If there was an operating surplus, whereby total revenues exceeded total expenses, the Finance Director shall transfer the surplus from the general fund to the Golf Course Improvement Fund. If there was an operating deficit, whereby total expenses exceeded total revenues, the Finance Director shall transfer funds from the Golf Course Improvement Fund to the general fund. The amount of the transfer shall be the total amount of the operating deficit, if there are sufficient funds in the Golf Course Improvement Fund to cover the entire deficit. In no case shall a transfer be made to the general fund which would cause the Golf Course Improvement Fund to incur a cash deficit. Use of funds from the Golf Course Improvement Fund for golf course improvements cannot deplete the fund to a balance of less than \$5,000.00, with said balance required to be available to cover any future operating deficit.]

Section 6-147. Tournaments.

Tournaments will be allowed at the Comanche Trail Golf Course, but must be approved by the Golf Course Superintendent at least sixty (60) days prior to the requested tournament date. All participants in any tournament will be required to pay all fees associated with normal use of the Golf Course. Participants in school sponsored tournaments will be charged the Junior Twilight Fee, regardless of when the tournament is held.

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

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

SECTION 4. THAT this ordinance shall take effect immediately after passage in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 10th day of September, 2013, with all members present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 24th day of September, 2013, with all members present voting "aye" for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, ESTABLISHING THE PAY SCHEDULE FOR CLASSIFIED POSITIONS WITHIN THE POLICE DEPARTMENT FOR THE FISCAL YEAR 2013-14; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the Police Department pay plan for fiscal year 2013-14;

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

SECTION 1: Enacted

THAT, the pay schedule for the Police Department as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes as if copied herein verbatim, is adopted as the pay schedule for the classified positions within the Police Department of the City of Big Spring for fiscal year 2013-14. In the event the City Council does not take action to amend the pay schedule in the years following 2013-14, the pay plan provided shall remain in effect for subsequent years.

SECTION 2: Repeal

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

SECTION 3: Effective Date

That, this ordinance shall be in force and effect beginning October 1, 2013.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the ____ day of **September, 2013**, 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 ____ day of **September 2013**, with all members voting "aye" for the passage of the same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, ESTABLISHING THE FIRE DEPARTMENT PAY SCALE FOR FISCAL YEAR 2013-14; PROVIDING FOR A 6% INCREASE IN BASE PAY AND CERTIFICATE, EDUCATION AND ASSIGNMENT PAY IN ACCORDANCE WITH CHAPTER 143 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the Fire Department pay plan for fiscal year 2013-14; and to amend the provisions for certificate, education and assignment pay;

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

SECTION 1: Enacted

THAT, the pay schedule for the Fire Department as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes as if copied herein verbatim, is adopted as the pay scale for the Fire Department of the City of Big Spring for fiscal year 2013-14. Assignment, education and certificate pay are authorized as provided in Exhibit "A". In the event the City Council does not take action to amend the assignment, education and certificate pay in the years following 2013-14, the assignment, education and certificate pay provided shall remain in effect for subsequent years.

SECTION 2: Repeal

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

SECTION 3: Effective Date

That, this ordinance shall be in force and effect beginning October 1, 2013.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the ____ day of **September, 2013**, 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 ____ day of **September 2013**, with all members voting "aye" for the passage of the same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

The general method of financial record-keeping and reporting proposed by the Museum to be used in complying with the requirements of this contract shall be submitted to and approved by City's Director of Finance. The sufficiency of detail of any activity or financial report required by this contract shall be determined by the City Council of City. All of the Museum's records pertaining to the activities and funds under the Program shall be available for inspection by the City Council, the Director of Finance, City's designated auditor and City Manager of City at any time during Museum's normal office hours.

IV.

In addition to the hereinabove referred to report and financial data, an audit of the funds and activities of said program may be made upon the request of the City Council at any time, at the Council's expense. In the event an audit is requested, it is agreed that the auditors performing said audit shall have access to and the right to examine all records and accounts directly related to the Program and such other Museum's records and accounts as may be reasonably necessary to conduct and complete an audit of the Program. In the event the Museum conducts an audit, a copy of the audit report will be delivered to the City.

V.

This contract shall expire on September 30, 2015, at 12:00 midnight, unless sooner terminated as provided herein. The City and the Museum hereby agree that this contract may be extended by duly authorized resolutions upon such terms as may be authorized by law and mutually agreeable and so long as no violation hereof exists.

The City and the Museum hereby agree that this Contract may be amended by duly authorized resolution or ordinance of the City; provided, however, should said amendment be onerous or burdensome upon the Museum, the Museum shall be able by resolution duly passed to terminate this contract upon 30 days written notice and shall then return all funds and property held hereunder to the City, thereby releasing the Museum from the terms hereof. The City reserves the right at any time, within ninety (90) days written notice, to terminate this Contract when the terms hereof are violated or when the City Council deems it is in the best interest of the public to terminate this contract.

Upon termination of this contract, either due to the expiration due to the stated term hereof or due to the exercise of the above described rights of termination, any balance of funds in the account established for the program, as well as any equipment or other property which has been purchased from said account or transferred from the City shall belong to and be delivered to the City. This provision shall not prevent the City and the Museum from agreeing to use any such fund balance for the continuation of the Program in the event said parties enter into another subsequent contract. In the event there is a fund deficit in the Program account at the time of the termination of this

contract, the City shall not be liable for said deficit and the Museum shall indemnify the City as to any claims against the City arising from or due to any such deficit.

VI.

It is expressly understood and agreed that as to the services rendered by the Museum in conducting the Program under this contract, the Museum shall be considered an independent contractor insofar as its relationship to the City. Accordingly, the officers, employees, and property of the Museum used or involved in the program under this contract shall not be considered, for any purpose, to be the officers, employees or property of the City, the Museum shall indemnify the City from any and all claims by officers and employees of the Museum or by other persons based upon the premises that any officer, employee or property of the Museum is an officer, employee or property of the City because of this contract.

VII.

The Museum agrees that as to all of its programs and activities, it shall fully comply with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex or because the person is handicapped.

This contract shall become effective the 1st day of October, 2013.

CITY OF BIG SPRING

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

HERITAGE MUSEUM OF BIG
SPRING

ATTEST:

President

Secretary

CONTRACT FOR HISTORICAL PRESERVATION AND RESTORATION OF THE
HERITAGE MUSEUM OF BIG SPRING (POTTON HOME)

THE STATE OF TEXAS §

COUNTY OF HOWARD §

AGREEMENT

This is an agreement entered into by and between the CITY OF BIG SPRING, TEXAS, hereinafter referred to as "City", and the Heritage Museum of Big Spring, hereinafter referred to as "Museum" for and in consideration of the mutual terms, conditions and covenants contained herein.

RECITALS

Museum owns and operates the Heritage Museum in Big Spring, Texas, which museum houses many articles which are of historical significance to Big Spring and Howard County, Texas. The City owns a historic site (an old home) in Big Spring which is commonly known as the "Potton House," which also has great historical significance to Big Spring and Howard County. It is the desire of the parties to enter into a one year agreement whereby the Museum will become primarily responsible for the administration and general operation of the Potton House during the term of this agreement under the terms and conditions hereinafter stated.

TERMS OF THE AGREEMENT

The parties hereby agree that for the two year period beginning October 1, 2013, and ending September 30, 2015, the Museum shall be responsible for the administration and general operation of the Potton House, including but not limited to any advertisement of the facility, the hours during which it will be open to the public, collection of gate proceeds and fees for use of the facility. The parties agree as follows:

(1) City and Howard County Historical Commission will accept no donations during the term of this agreement for the Potton House, and will instead refer all offers of such donations to Museum. Such donations will be received by the Museum Curator and Accessions Committee and any accepted donations of historical property shall be subject to the same ownership responsibilities as those historical items presently in the possession of Museum.

(2) In connection with the establishment of the Program, the Museum shall prepare an annual budget showing the revenues and expenses proposed to be received, and incurred annually. It is required that said budget shall be subject to the approval of the City Council of the City and that submission approval of the initial budget shall have been obtained by the Museum prior to the execution of the contract and a new budget shall be submitted and approved prior to any renewal of this contract. The hereinafter

required financial reports shall in each case show the relationship of actual expenses shown in said budget.

Upon request by the City Council the Museum agrees to make reports (orally or in writing) to the City Council.

The general method of financial record-keeping and reporting proposed by the Museum to be used in complying with the requirements of this contract shall be submitted to and approved by City's Director of Finance. The sufficiency of detail of any activity or financial report required by this contract shall be determined by the City Council of City. All of the Museum's records pertaining to the activities and funds under the program shall be available for inspection by the City Council, the Director of Finance, City's designated auditor, and City Manager of City at any time during Museum's normal office hours.

(3) Museum will prepare an inventory of any monies or properties donated for the benefit of the Potton House as such monies or properties are received by Museum, and shall provide city with a copy of such inventory monthly.

(4) Museum shall set all fees to be charged for public use or view of the Museum and Potton House. An accounting of all such monies received by Museum shall be kept and provided to City on and before the end of each year of this agreement. Museum will charge the sum of \$2.00 per person for both the Museum and the Potton House. However, this fee will entitle the person paying such fee to visit both facilities so long as both visits occur within set time. These fees will be owned according to the attendance of each paying visitor to both locations. However, all of such monies received where patrons attend both locations will be retained by Museum and Museum will deposit one-half of such revenues to its general fund and the other one-half to a "Potton House Fund" to be used by Museum during the term of this agreement for maintenance and administrative costs of that facility. The Museum will set up a system that properly accounts for funds received for visitors to the Potton House. This system will have to be approved by the City Finance Director.

(5) City will pay to Museum the sum of \$2,500.00 on October 15, 2013, \$2,500.00 on April 1, 2014, \$2,500.00 on October 1, 2014 and \$2,500 on April 1, 2015. City also agrees to be responsible for payment of utilities provided to the Potton House and for insuring the Potton House and its contents. City also agrees to be responsible for any major repairs or maintenance necessary to keep the Potton House in its present condition. For purposes of this agreement, any expenditure in excess of \$500.00 required to maintain or repair the building shall be considered a major maintenance cost. The Heritage Museum shall pay the first \$500.00 of said major expenditure and the city shall pay all expenditures above \$500.00. No major repairs will be made without the prior written permission of the City Manager.

It is expressly understood and agreed that in conducting the program under this contract, Museum is acting as an independent contractor. Accordingly, the officers, the employees, and property of Museum used or involved in the program under this contract shall not be considered, for any purpose to be officers, employees, or property of the City. Museum agrees to indemnify the City from any and all claims by officers, employees of Main Street, or any other persons which may occur as a result of the program conducted by Museum or as a result of any activities contemplated by this contract.

This contract shall become effective the 1st day of October, 2013.

CITY OF BIG SPRING

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

HERITAGE MUSEUM OF
BIG SPRING

President

ATTEST:

Secretary

Council, Director of Finance, City's designated auditor, and City Manager of City at any time during Big Spring Victim Services normal office hours.

IV.

In addition to the hereinabove referred to report and financial data, an audit of the funds and activities of said program may be made upon the request of the City Council at any time upon (3) days' written notice at the Council's expense. In the event an audit is requested, it is agreed that the auditor performing said audit shall have access to and the right to use any and all records and the accounts directly related to the program and such other center records and accounts as may be reasonably necessary to conduct and complete an audit of the program. In the event Big Spring Victim Services conducts an audit, a copy of the audit report will be delivered to the City. It is expressly agreed that case files shall remain confidential and shall not be subject to examination.

V.

This contract shall expire on September 30, 2015 at 12:00 midnight, unless sooner terminated as provided herein. The City and the Big Spring Victim Services hereby agree that this contract may be extended by duly authorized resolutions upon such terms as may be authorized by law and mutually agreeable and so long as no violation hereof exists. The City and the Big Spring Victim Services hereby agree that this Contract may be amended by duly authorized resolution or ordinance of the City; provided, however, should said amendment be onerous or burdensome upon the Big Spring Victim Services, the Big Spring Victim Services shall be able by resolution duly passed to terminate this contract upon thirty (30) days written notice.

VI.

It is expressly understood and agreed that in conducting the program under this contract, the Big Spring Victim Services is acting as an independent contractor. Accordingly, the officers, the employees, and the property of the Big Spring Victim Services used or involved in the program under this contract shall not be considered, for any purpose to be the officers, employees, or property of the City. Big Spring Victim Services agrees to indemnify the City from any and all claims by officers, employees of Big Spring Victim Services, or any other persons which may occur as a result of the program conducted by the Big Spring Victim Services or as a result of any activities contemplated by this contract.

This contract shall become effective the 1st day of October, 2013.

CITY OF BIG SPRING

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

BIG SPRING VICTIM SERVICES

President

ATTEST:

Secretary

INDUSTRIAL DISTRICT AGREEMENT
BETWEEN THE CITY OF BIG SPRING AND
SID RICHARDSON CARBON LTD

THIS AGREEMENT is entered into by and between SID RICHARDSON CARBON, LTD., herein referred to as "COMPANY", a limited partnership authorized to do business in the State of Texas, and the CITY OF BIG SPRING, TEXAS, hereinafter referred to as "City", a municipal corporation and a Home Rule City of Howard County, Texas.

WHEREAS, CITY OF BIG SPRING, hereinafter referred to as "CITY," is located entirely; within Howard County, Texas, and its extraterritorial jurisdiction as provided in Section 42.021 of the Local Government Code of the State of Texas lies within such county; and

WHEREAS, Section 42.044 of the Local Government Code of the State of Texas, authorizes any city to designate any part of the area within its extraterritorial jurisdiction, as defined in said statute, as an Industrial District and to enter into contracts and agreements with the owners of the land within such areas upon such terms as the City's governing body may deem to be in the best interest of the City; and

WHEREAS, Company owns certain land within the City's extra territorial jurisdiction; and

WHEREAS, in order to promote and protect the general health, safety and welfare of persons residing and owning property within and adjacent to the City, and for the further purpose of encouraging the growth, enlargement and development of manufacturing, industrial, refining and petrochemical facilities within the Big Spring area, and pursuant to its authority as a home rule city, the City of Big Spring, Howard County, Texas, and Company, and its lessees or assignees, do hereby contract and agree as follows:

1. INDUSTRIAL DISTRICT:

On September 22, 1998 the City adopted Resolution No. 39-98 designating all the land and improvements in a 798.602 acre tract of land within the City's extra territorial jurisdiction, more particularly described in Exhibit A as Industrial District One. The City agrees that said property shall continue its extraterritorial status as an Industrial District so long as the provisions pertaining to Industrial District One are in effect.

2. INDUSTRIAL DISTRICT AGREEMENT.

There are certain land and improvements within Industrial District One that are owned, used, occupied, rented or possessed by Company as depicted in Exhibit B attached hereto and incorporated herein. Until this Agreement expires or is sooner terminated as provided herein, CITY agrees that it will not extend or enforce any ordinances, rules, regulations or other requirements of CITY whatsoever against such land and property except as provided herein or mandated by state or federal law.

3. OTHER MUNICIPAL SERVICES:

Except as provided herein, nothing in this Agreement shall give Company the right to claim new municipal services. CITY shall continue to furnish any municipal services being

furnished to Company on the date of execution of this Agreement under such terms and conditions as same were being furnished heretofore and agreed to by CITY as of that date. If Company wishes to obtain other municipal services, it shall contact City, which may provide such services. These services shall be provided by separate agreement only, and none of the provisions set forth in this agreement shall bind the City to furnish such services.

4. PAYMENTS IN LIEU OF ANNEXATION:

It is agreed that until this Agreement expires or is sooner terminated as provided herein, the property described on the attached Exhibit "B" shall not be annexed to the City without Company's prior written consent and that Company shall make payments in lieu of annexation on the property described on the attached Exhibit "B" for a fifteen (15) year term beginning October 1st 2013 and ending September 30th, 2028. For the first five year period of this Agreement, the Company shall pay to City \$19,000.00 dollars per year; for the second five year period of this Agreement, the Company shall pay to the CITY \$21,500.00 dollars per year; and for the final five year period of this Agreement, the Company shall pay to the City \$24,000.00 dollars per year. Such payments shall be due so long as this Agreement is in full force and effect, and the property described in Exhibit "B" is not annexed. The payments shall be made on 15th of October of each year.

5. STATE LAW:

This Agreement is made under the authority of Texas Local Government Code Section 42.044, and under the general power to contract of each of the parties hereto. It is understood and agreed that should Section 42.044, ever be held by a court of competent jurisdiction to be void or invalid or that this Agreement is not in full compliance with such statute, such holding shall not affect the validity and enforceability of this Agreement by and against the parties hereto.

6. VENUE:

The obligations of the parties to this Agreement are performable in Howard County, Texas, and if legal action is necessary to enforce the same, exclusive venue shall lie in Howard County, Texas.

7. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws and the court decisions of the State of Texas.

8. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable by a court of competent jurisdiction in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal or unenforceable provision had never been contained in this Agreement; provided, however, that if the City's agreement not to annex the property described on the attached Exhibit "B" is held to be invalid, illegal or

unenforceable by a court of competent jurisdiction and if the City does annex the property described on the attached Exhibit "B", then Company shall have no obligation to make payments provided herein.

8. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and their assigns, including any successor entity or entities under any plan of reorganization.

9. TERM:

This Agreement is effective the 1st day of October, 2013, and shall expire on the 30th day of September, 2028; provided, however, that if Company during the Agreement term should close its operations and cease doing business in Industrial District One, then the City shall have the right to terminate this Agreement.

10. BREACH OF CONTRACT:

In the event either party should breach any of the provisions of this Agreement, and fail to remedy such breach within thirty (30) days after having been notified in writing by the other party to do so, then the non-breaching party shall have the right to terminate this Agreement.

11. CAPTIONS:

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on this the ____ day of _____, 2013.

CITY OF BIG SPRING, TEXAS
"CITY"

SID RICHARDSON CARBON, LTD.
"COMPANY"

City Manager

Signed

ATTEST:

Title

Tami Davis, Assistant City Secretary

CRIM & BRADSHAW ENGINEERING
SURVEYING/ENGINEERING
805 East 3rd Street, Big Spring, Texas, 79720
432-263-1098 Fax 432-263-1294

July 27, 1998

798.602 ACRE TRACT

BEING a 798.602 acre tract of land out of the S/2 of Section 38, the North part of Section 47, the NE/4 of Section 46, and the SE/4 of Section 39, Block 32, T-1-N, T. & P. RR. Co. Survey, Howard County, Texas, described by metes and bounds as follows:

BEGINNING at a 1" I. P. In the West Right-Of-Way line of County Road No. 33 (100' Right Of Way) for the NE corner of a 39.12 acre tract and the NE corner of this tract; From whence the NE corner of said Section 38 bears N. 75° 23' 17" E. 50.0" and N. 14° 30' 58" W. 2658.82'

THENCE S. 14° 30' 58" E. Along the West Right-Of Way line of said Howard County Road No. 33, 2645.11' to the South line of said Section 38 and the North Line of said Section 47 for a corner of this tract

THENCE 14° 32' 07" E. Along the West Right-Of-Way line of said Howard County Road No. 33, 2393.75' to a point for a corner of Interstate Highway No. 20 Right-Of-Way and corner of this tract

THENCE S. 33° 55' 38" W. 122.8' along the Right-Of-Way line of Interstate Highway No. 20 to a point for a corner the existing City Limits of Big Spring, Texas and the SE corner of this tract

THENCE S. 84° 40' 10" W. Along the North Right-Of Way line of said Interstate Highway No. 20 and the existing City Limits at 5211.20' pass the West line of said Section 47 and the East line of said Section 46, 6512.40' in all to the P.C. of a curve to the left for a corner of this tract

THENCE Southwesterly along the North Right-Of-Way line of said Interstate Highway No. 20 and the existing City Limits with the arc of said curve to the left having a delta of 8° 42' and a radius of 5879.58' (chord bearing S. 80° 19' 10" W. 891.92) 892.78' the P.T. of said curve for a corner of this tract

THENCE S. 75° 58' 10" W. Along the North Right-Of-Way line of said Interstate Highway No. 20, the existing City Limits, 384.6' for the SW corner of this tract

THENCE N. 8° 56' 01" W. 1345.22' to a point in the North line of said Section 46 and the South line of said Section 39 for a corner of this tract

THENCE N. 75° 18' 55" E. Along the North line of said Section 46 and the South line of said Section 39, 48.2' for a corner of this tract

THENCE N. 75° 21' 39" E. 3948.05' to a 2" metal post for the NW corner of said 39.12 acre tract and a corner of this tract

THENCE N. 75° 23' 17" E. Along the North line of said 39.12 acre tract, 1292.25' to the PLACE OF BEGINNING

Containing 34,787,300.0 Square Feet or 798.602 Acres of Land

EXHIBIT "B"

Description of Sid Richardson Carbon Co. plant site in Howard County, Texas:

All of the Northeast Quarter of the Southeast Quarter (NE/4 of SE/4) of Section 38, Block 32, Township 1-North, T. & P. Ry. Co. Survey, less a strip of land 50 feet in width along the East boundary line of said tract heretofore purchased on September 8, 1928 by Texas and Pacific Ry. Co. from Pete Johnson and wife, Zora Johnson, said purchase being recorded in Vol. 70, page 519 of the Deed Records of Howard County, Texas.

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

**TxDOT Project No.: AM 2014BGSP
TxDOT CSJ No.: M1408BGSP**

Part I - Identification of the Project

TO: The City of Big Spring, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Big Spring, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the Big Spring McMahon-Wrinkle Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2013, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
 - g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
 - h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
 - i. an Airport Fund shall be established by resolution, order or ordinance in the

treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
 - k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
 - l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an

irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
- e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART V - Recitals

- 1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
- 2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
- 3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or

orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The City of Big Spring, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20__.

The City of Big Spring, Texas
Sponsor

Witness Signature

Sponsor Signature

Witness Title

Sponsor Title

Certificate of Attorney

I, _____, acting as attorney for the City of Big Spring, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at _____, Texas, this _____ day of _____, 20__.

Witness Signature

Attorney's Signature

Witness Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

**Attachment A
Scope of Services
TxDOT CSJ No.: M1408BGSP**

Eligible Scope Items:	Estimated Costs	State Share	Sponsor Share
	Amount A	Amount B	Amount C
GENERAL MAINTENANCE	\$96,280.00	\$48,140.00	\$48,140.00
SPECIAL PROJECT	\$0.00	\$0.00	\$0.00
SPECIAL PROJECT	\$0.00	\$0.00	\$0.00
SPECIAL PROJECT	\$0.00	\$0.00	\$0.00
MISC - AWOS Maintenance	\$3,720.00	\$1,860.00	\$1,860.00
Total	\$100,000.00	\$50,000.00	\$50,000.00

Accepted by: The City of Big Spring, Texas

Signature

Title: _____

Date: _____

Notes: (explanations of any specifications or variances as needed for above scope items) _____

MISCELLANEOUS: TxDOT to contract for AWOS maintenance, Sponsor to contract for AWOS AviMet Data Link, AWOS repairs/parts replacement.

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, buildings, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT CSJ No.: M1408BGSP

The City of Big Spring does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Big Spring, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

State of Texas Single Audit Requirements

I, _____, do certify that the City of Big Spring will comply with all
(Designated Representative)
requirements of the State of Texas Single Audit Act if the City of Big Spring spends or receives more than \$500,000 in any funding sources during this fiscal year. And in following those requirements, the City of Big Spring will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold of \$500,000.00 in grant expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT CSJ Number: M1408BGSP

The City of Big Spring designates, _____
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Big Spring, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone/Fax Number: _____

Email address: _____



Contract No: _____
Contract Manager: Danielle Lindsey
Contract Form # 5907 Revised 10/1/11

Interlocal Contract (IL) Administrative Services

This Contract is entered into by and between the Department of State Health Services (DSHS) on behalf of its facility Big Spring State Hospital (BSSH) and the City of Big Spring (CBS) shown below as contracting parties and referred to collectively as "the Parties", pursuant to the authority granted and in compliance with the provisions of Interlocal Cooperation Contracts, Chapter 791, Texas Government Code.

I. Contracting Parties.

CBS: **CITY OF BIG SPRING**, 310 Nolan, Big Spring, Texas 79720. Contract Manager: Todd Darden – City Manager – Phone: 432) 264-2504

BSSH: The Department of State Health Services (DSHS) on behalf of its facility **BIG SPRING STATE HOSPITAL**, 1901 N. Hwy. 87, Big Spring, Texas 79720. Contract Manager: Danielle Lindsey Phone: 432-268-7381.

II. Statement of Goods or Services to be Performed.

(A) BSSH and CBS Mutually Agree to:

BSSH will provide a used 22kw trailer-mounted **Portable Emergency Generator**, capable of being towed and operated at the site of an Emergency*, fuel tank and necessary wiring. BSSH will supply the initial tank of fuel and keep the portable generator parked in a location accessible to the City of Big Spring.

CBS will provide a trailer or trailers, with sufficient load capacity, capable of transporting a generator and equipment and will allow use of such trailer(s) by BSSH anytime, day or night, for emergencies, without prior notification. BSSH will place a call to CBS operator to inform them of the need for the generator and trailer(s). During Business hours CBS staff will assist BSSH with obtaining the trailer(s). During Non-Business hours the portable generator and trailer(s) will be readily accessible to BSSH without assistance.

Use: BSSH or CBS can obtain and use the portable generator and trailer(s) anytime, day or night, for Emergencies, without prior notification. CBS will place a call to BSSH operator to inform the hospital of the need for the generator. During Business hours BSSH Security/Safety staff will assist CBS with obtaining the portable generator and trailer(s). During Non-Business hours the portable generator and trailer(s) will be readily accessible to CBS without assistance.

Each party will be responsible for refueling the generator after each use.

Either party requesting the use of the portable generator and trailer(s) for Non-Emergency use will schedule such use with the other party so the location of the portable generator and trailer(s) will be known in case they are needed in an Emergency.

* Emergency: Any situation, as deemed by BSSH or CBS, to be a threat to life and/or property.

Training: BSSH's Plant Management staff will train BSSH Safety/Security staff and CBS representatives in the proper use of the portable generator prior to the equipment being ready for deployment.

Maintenance Services: BSSH will provide normal maintenance, testing and repairs to the generator as deemed necessary and feasible. BSSH will supply the initial tank of fuel and keep the portable generator parked in a location accessible to CBS. All problems with the generator will be reported to BSSH Plan Management Department.

CBS, or designee, will maintain the trailer(s) including registration, license and tires, as needed and feasible. BSSH will report any problems with the trailer(s) to CBS and CBS will promptly repair the trailer.

(B) Contract Managers.

The Contract Managers of BSSH and CBS will serve as primary contact for all matters related to this contract. The Contract Manager for CBS is Todd Darden and for DSHS, Danielle Lindsey. A Party may change its designated Contract Manager by providing written notice to the other Party.

III. Contract Amount.

The total amount of this contract shall not exceed \$ N/A for the contract period stated in Article V, Term of Contract. The total contract amount is based on the amount or budget attached hereto and incorporated by reference as ILC-A Attachment 1.N/A

IV. Payment for Goods or Services.

BSSH will pay for the used 22kw trailer-mounted Portable Emergency Generator and the initial tank of fuel. CBS will pay for the trailer or trailers, with sufficient load capacity, capable of transporting the generator and equipment. Each Party will pay for the fuel to re-fill the generator after such Party's use of the generator. Documentation of actual costs incurred as specified in the contract in ILC-A Attachment 1 must be maintained for a period of four years after the close of this contract.

V. Term of Contract.

This contract will become effective **September 1, 2013** and shall terminate on **August 31, 2018**, unless extended or terminated sooner in accordance with Article VI, Termination. This Contract may be extended for 1 (one) additional five-year renewal period if agreed upon by the parties in writing prior to expiration.

VI. Termination.

This Contract may be terminated by either Party with a written agreement of the Parties, executed by a duly authorized representative of each Party. Additionally, either Party may terminate the Contract by giving the other Party thirty (30) days written notice of its intent to terminate. Written notice must be sent by certified mail, and the thirty (30) days will be calculated from the date the notice is sent.

VII. Amendments or Modifications.

No amendment to any provision of this contract is valid unless it is in writing and signed by duly authorized representatives of each Party.

VIII. Audits and Inspections

In compliance with Section 2262.003, Government Code, the Receiving Agency and the Performing Agency do hereby agree that:

- (1) The state auditor may conduct an audit or investigation of an entity receiving funds from the state directly under this contract or indirectly through a subrecipient grant, subgrant or subcontract under this contract;
- (2) Acceptance of funds directly under this contract or indirectly through a subrecipient grant, subgrant or subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and
- (3) Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the audit or investigation.

DSHS and any authorized representative(s) of the state or federal government, has the right at all reasonable times during normal business hours to audit, inspect or otherwise evaluate the work performed by (enter performing agency name) and its subrecipients, subgrantees or subcontractors. The (enter performing agency name) and its subrecipients, subgrantees or subcontractors, if any, shall fully participate in and assist with audits, inspections and evaluations and provide reasonable access and facilities to the representatives. All audits, inspections and evaluations will be performed in such a manner that they will not unduly interfere with the normal work. **N/A**

IX. Certifications.

N/A

X. Reporting.

If a report is required, BSSH agrees to provide a report not later than the last working day of each month for the previous month's activity in accordance with the time lines, format and contents as specified in ILC-A Attachment 2 to this contract.

This contract is executed by the Parties in the capacities listed below;

**Department of State Health Services on behalf of
its facility BIG SPRING STATE HOSPITAL**

CITY OF BIG SPRING

Authorized Signature

Authorized Signature

Printed or Typed Name

Printed or Typed Name

Title

Title

Date

Date

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, July 30, 2013 5:15 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:19 p.m. Tuesday, July 30, 2013 in the offices of the Big Spring Economic Development Corporation with Mr. DePauw, presiding. The following notice was sent on July 26, 2013 to all Directors, the news media, and duly posted on July 26, 2013, by Teresa Darden in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the inside and outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday, July 30, 2013 at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is: Action on Minutes of the April 30, 2013 Special Meeting and June 18, 2013 Regular Meeting, Action on June Financials, Action on June Investment Reports, Action to Approve Goals for 2013-2014, Executive Session, Action as a Result of Executive Session, Directors Report, Public Comment; Board Comment, and Adjourn".

Directors Present:

Mr. Jim DePauw
Dr. Keith Ledford
Mr. Scott MacKenzie
Mr. Justin Myers
Mrs. Frances Hobbs

Directors Absent:

Staff Present:

Mr. Terry Wegman
Mrs. Teresa Darden

Guests:

Stormy Emery, Glen Carrigan, Nati Saldivar, Ramon Saldivar, Marvin Boyd, Aubrey Weaver, Thomas Tafuro, David Alaman

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

Mr. DePauw called the meeting to order at 5:19 p.m. Mr. DePauw led the invocation and pledge.

ACTION ITEM #2- Action on Minutes of the April 30, 2013 Special Board Meeting and June 18, 2013 Regular Meeting:

Mr. DePauw presented the minutes of the April 30, 2013 Special Meeting and June 18, 2013 Regular Meeting. Motion to accept the minutes were made by Mrs. Hobbs, seconded by Mr. Myers. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #3- Action on June Financials Report:

Mr. Myers presented the June Financial report. Motion to approve the June Financial Report was made by Dr. Ledford seconded by Mrs. Hobbs. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion. Mr. MacKenzie arrived at 5:30pm

ACTION ITEM #4- Action on June Investment Report:

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

AGENDA ITEM #5- Action to Approve 2013-2014 Goals:

Mr. Wegman presented the goals for 2013-2014. Request to make an addition to help facilitate with affordable housing was made by Dr. Ledford. Motion to approve the Goals for 2013-2014 was made by Dr. Ledford, seconded by Mr. MacKenzie. The motion passed 5 to 0 with all members present voting “aye” in favor of the motion

AGENDA ITEM #6- Executive Session:

- **Executive Session in accordance with Texas Government Code, Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.**
 - **Executive Directors’ Annual Evaluation**
- **Executive Session in accordance with Texas Government Code, Section 551.087 (1) 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 negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1), also; Section 551.072 a governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have detrimental effect on the position of the governmental body in negotiations with a third party.**
 - **Potential Lease of the BSEDC Property**

Mr. DePauw adjourned the Board of Directors into Executive Session @ 5:41 p.m. July 30, 2013.

Mr. DePauw called Executive Session of July 16 2013 to order at 5:47 p.m.

Mr. DePauw adjourned out of executive session @ 8:15 p.m. July 30, 2013

Mr. DePauw reconvened the Board of Directors into open session @ 8:17 p.m. July 30, 2013

AGENDA ITEM #7- Action as a Result of Executive Session:

No Action taken

AGENDA ITEM #8- Directors Report:

Mr. Wegman gave an update on various projects including an update on the CBRE progress. The first draft of the lease is complete and in negotiations, CBRE met with City staff to discuss EDP, CBRE will be offering up suggested elements to add to the RFQ. Budget will be ready to review next board meeting. There is a plastics company looking at locating on the airpark. Site visits include: trucking, tank cleaning, trans loading, additional rail development for Western Container, developers & investors and senior living projects. Mr. Wegman also let the Board know of past and upcoming meetings. Permian Basin Coalition was June 27th, Cline Shale Luncheon was in Snyder July 12, High Ground Regional Roundtable Marketing Meeting was held in Big Spring July 24th, Cline Shale Consortium now West Texas Energy Coalition was July 30th, City Council Quarterly Update will be Aug 13th, Governors Small Business Forum will be in Lamesa Aug 15th, next Board meeting will be Aug 27th.

AGENDA ITEM #9- Public Comments

None

AGENDA ITEM # 10- Board Comments

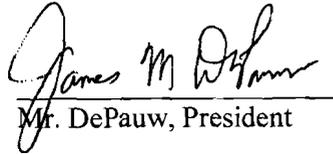
Mr. DePauw recognized and gave congratulations to Scott MacKenzie for his promotion as President of Prosperity Bank.

AGENDA ITEM # 11- Adjourn

Mr. DePauw asked for a motion to adjourn.

Motion by Mr. Myers seconded by Dr. Ledford. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

Meeting adjourned at 8:37 pm on July 30, 2013


Mr. DePauw, President

ATTEST:


Mr. Myers, Vice President