

# CITY COUNCIL AGENDA

City of Big Spring  
Tuesday, September 27, 2011

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, September 27, 2011, at 5:30 p.m. in the City Council Chambers located at 307 East 4<sup>th</sup> Street, Big Spring, Texas.

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

## Presentations & Public Hearings

- |    |  |      |        |
|----|--|------|--------|
| 1. | Invocation & Pledge of Allegiance to the United States Flag and to the Texas State Flag  |      | Duncan |
| 2. | Public Hearing – Council Discussion & Evaluation of Proposal #1, #2, #3 and #4, and will Receive Public Comment Concerning Redistricting of Political Boundaries | 1-15 | Walker |

## Disposition of Minutes

- |    |  |       |       |
|----|--|-------|-------|
| 3. | Minutes of the Regular Meeting of September 13, 2011 | 16-24 | Davis |
|----|--|-------|-------|

## Consent Items

- |    |  |       |         |
|----|--|-------|---------|
| 4. | Final Reading of an Ordinance Fixing and Levying Municipal Ad Valorem Taxes for the Year 2011 and Directing the Assessment and Collection Thereof  | 25-26 | Walker  |
| 5. | <b><u>Final Reading of an Ordinance Amending Chapter 6 of the Code of Ordinances Entitled “Cemeteries, Parks and Recreation,” Article 4, Division 3 Entitled “City Park Pavilion Areas” by Providing for Reservations, Hours of Use and Rental Fees for Park Pavilions and Article 4, Division 4 by Providing Additional Requirements for Park Reservations for Events Involving Sales, Service and Consumption of Alcohol</u></b> | 27-29 | Sjogren |

Final Reading of an Ordinance Amending Chapter 6 of the City Code of Ordinances Entitled “Cemeteries, Parks and Recreation,” Article 4, Division 3 Entitled “City Park Pavilion Areas” by Amending Section 6-90 In Order to Rename It “Reservations, Hours of Use and Rental Fees;” Amending Article 4, Division 4 Entitled “Miscellaneous

Regulations” by Amending Section 6-107 to Rename it “Additional Requirements for Activities Involving Sales, Service and Consumption of Alcohol” by Providing Requirements for Reservations at Certain Park Locations for Activities Involving Alcohol; Setting Fees for Such Reservations; Providing for Severability and Providing an Effective Date

- |    |  |       |         |
|----|--|-------|---------|
| 6. | <b><u>Final Reading of an Ordinance Amending Chapter 6 of the City Code of Ordinances Entitled “Cemeteries, Parks, and Recreation,” In Order to Update the Names of Various City Parks and to Provide for Allowing the City Manager to Extend the Operating Hours of City Parks for Certain Events</u></b> | 30-31 | Sjogren |
|----|--|-------|---------|

Final Reading of an Ordinance Amending Chapter Six of the City Code of Ordinances Entitled “Cemeteries, Parks, and Recreation,” Article 4, Division 3, Section 6-70 Entitled “Opening and Closing Hours for Parks” by Updating the Names of Applicable Parks; Adding an Exception Authorizing the City Manager to Extend Park Hours for Specific Events; Providing for Severability; Providing for a Penalty of Up to \$200.00; Providing for Publication; and Providing an Effective Date

- |    |  |       |         |
|----|--|-------|---------|
| 7. | <b><u>Final Reading of an Ordinance Amending Chapter 2 of the Code of Ordinances Entitled “Alcoholic Beverages,” by Renaming the Provisions Involving City Parks and Repealing the Park Reservation Requirements for Events Involving Alcohol Use in Order to Relocate Such Provisions to the Parks and Recreation Section of Chapter 6 of the City Code</u></b> | 32-33 | Sjogren |
|----|--|-------|---------|

Final Reading of an Ordinance Amending Chapter 2 of the City Code of Ordinances Entitled “Alcoholic Beverages,” Section 2-7 to Rename it “Possession and Consumption of Alcoholic Beverages Prohibited in City Parks; Exceptions”; Repealing Section 2-8 Entitled “Reservations Required for Activities Involving Alcohol Sales, Serving and Delivery” in its Entirety with Such Provisions to be Relocated to Chapter Six of the City Code; Providing for a Penalty; Providing for Severability; Providing for Publication; and Providing an Effective Date

- |     |  |       |        |
|-----|--|-------|--------|
| 8.  | Acceptance of the Zoning Board of Adjustments and Appeals Minutes for Meeting of November 17, 2010 | 34-35 | Walker |
| 9.  | Acceptance of McMahon-Wrinkle Airpark Development Board Minutes for Meeting of August 18, 2011     | 36-37 | Walker |
| 10. | Acceptance of Convention and Visitors Bureau Committee Minutes for Meeting of August 3, 2011       | 38-39 | Walker |

- |     |  |       |        |
|-----|--|-------|--------|
| 11. | Acceptance of Howard County Appraisal District Board of Directors Minutes for Meeting of August 10, 2011 | 40-41 | Walker |
|-----|--|-------|--------|

**Other Business**

- |     |  |       |        |
|-----|--|-------|--------|
| 12. | Final Reading of an Ordinance Approving and Adopting the City of Big Spring’s Annual Budget for the Fiscal Year Beginning October 1, 2011 and Ending September 30, 2012  | 42-43 | Walker |
| 13. | Final Reading of an Ordinance Amending the Code of Ordinances by Amending Chapter 16, Article 3 Entitled “Utility Service Charges” by Amending Section 16-70 Entitled “Charges for Water Rates,” Establishing Charges for Water Services for 2011-12; Providing for Severability Clause; Providing for Publication and Providing an Effective Date | 44-46 | Walker |
| 14. | Final Reading of an Ordinance Amending the Code of Ordinances by Amending Chapter 6, Article 7 Entitled “Comanche Trail Golf Course” by Amending Fees; Repealing Ordinances in Conflict with this Ordinance; Providing for Severability; Providing for Publication and Providing an Effective Date   | 47-50 | Darden |

**Routine Business**

- |     |  |           |
|-----|--|-----------|
| 15. | Vouchers for 09/15/11 \$ 1,011,211.95<br>Vouchers for 09/22/11 \$ 643,773.58 | Fernandez |
|-----|--|-----------|

**Bids**

- |     |  |        |
|-----|--|--------|
| 16. | Award Annual Bids as Follows and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | Medina |
| a.  | Aluminum Sulfate (Alum)  | 51-52  |
| b.  | Anhydrous Ammonia  | 53-54  |
| c.  | Liquid Chlorine  | 55-56  |
| d.  | Polymer  | 57-58  |
| e.  | Sulfur Dioxide   | 59-60  |
| f.  | Sodium Hydroxide   | 61-62  |
| g.  | Fleet Fuel Services  | 63-64  |
| h.  | Lube and Oil Change Service  | 65-66  |
| i.  | Radio Tower Maintenance  | 67-68  |
| j.  | Uniforms   | 69-70  |
| k.  | Janitorial Service for Dora Roberts Community Center   | 71-72  |

- |     |   |  |        |
|-----|---|--|--------|
| 17. | Award Bid for General Liability, Property and Workers' Compensation Insurance and Authorizing the City Manager or His Designee to Execute all Necessary Documents |  | Walker |
|-----|---|--|--------|

**New Business**

- |     |  |         |              |
|-----|--|---------|--------------|
| 18. | Approval of Big Spring Economic Development Corporation's Proposed Annual Budget for 2011-12   |         | Terry Wegman |
| 19. | Emergency Reading of a Resolution Approving and Adopting New District Boundaries for the Election of City Council Members  | 73-93   | Walker       |
| 20. | First Reading of a Resolution Approving and Adopting New District Boundaries for the Election of City Council Members  | 94-95   | Walker       |
| 21. | Approval of an Interlocal Agreement between the City of Big Spring and Howard County for Construction and Operation of a Law Enforcement Center and Authorizing the Mayor to Execute any Necessary Documents | 96-108  | Sjogren      |
| 22. | Approval of an Agreement with Parkhill, Smith & Cooper, Inc. for Consultant Services for the West Cell Final Cap Modification and Authorizing the City Manager to Execute Any Necessary Documents            | 109-115 | Darden       |
| 23. | Approval of an Agreement with Parkhill, Smith & Cooper, Inc. for Consultant Services for New Landfill Facility Phase I Permitting and Authorizing the City Manager to Execute Any Necessary Documents        | 116-122 | Darden       |
| 24. | Approval of a Performance Agreement between Big Spring Economic Development Corporation and Ceram-Kote   |         | Sjogren      |
| 25. | First Reading of a Resolution Designating a Nominee for the Position of Director on the Board of Directors of the Howard County Joint Tax Appraisal District for the Years of 2012 and 2013                  | 123     | Walker       |
| 26. | Acceptance of Big Spring Economic Development Corporation Board of Directors Minutes for Regular Meeting of August 16, 2011  | 124-127 | Fuqua        |

27.	Appointments to McMahon/Wrinkle Airpark Development Board				Fuqua
	<b>2 - Openings</b>	<b>Re-Serve</b>	<b>Resume</b>		
	Bobby McDonald	Yes			
	Marc Marchessault	Yes			
	Will Rangel, Jr.		Yes	128- 129	
	James Sinclair		Yes	130- 131	
28.	Appointments to Big Spring Historic Preservation Commission				Fuqua
	<b>3 - Openings</b>	<b>Re-Serve</b>	<b>Resume</b>		
	Linda Sjogren	Yes			
	Leslie Elrod	Yes			
	Terry Hansen	Yes			
29.	Appointment to Board of Adjustments & Appeals				Fuqua
	<b>2 - Openings</b>	<b>Re-Serve</b>	<b>Resume</b>		
	Phil Furqueron	Yes			
	Walter Brumley, Jr.	Yes			
30.	Appointments to Planning & Zoning Commission				Fuqua
	<b>2 - Openings</b>	<b>Re-Serve</b>	<b>Resume</b>		
	Terry McDaniel	Yes			
	Kevan Schooler	Yes			
	Anna Osborne		Yes	132- 133	
31.	Appointments to Zoning Board of Adjustments				Fuqua
	<b>2 - Openings</b>	<b>Re-Serve</b>	<b>Resume</b>		
	Drew Mouton	Yes			
	Libby Uribe	Yes			
32.	Appointment to Big Spring Economic Development Corporation				Fuqua
	<b>2- Openings</b>				
	Scott Mackenzie		Yes	134- 135	
	Jimmy Miller		Yes	136- 137	
	Jim DePauw		Yes	138- 139	
	David G. Justice		Yes	140- 141	

**City Manager's Report**

33.	TML Conference/City Council Meeting Schedule				Fuqua
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**Council Input**

34. Input Duncan

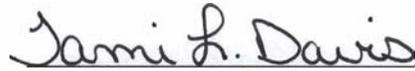
**Executive Session**

35. Adjourn into Executive Session Under the Provisions of Title 5, Texas Government Code Section 551.074 to Evaluate the City Manager and City Attorney Duncan

36. Reconvene into Regular Session to Take Any Necessary Action Duncan

37. Adjourn Duncan

I hereby certify that this agenda was posted on the official bulletin boards at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on Friday, September 23, 2011 at 5:30 p.m. In addition this agenda and supporting documents are posted on the City of Big Spring's website, [www.mybigspring.com](http://www.mybigspring.com) in accordance with legal requirements.

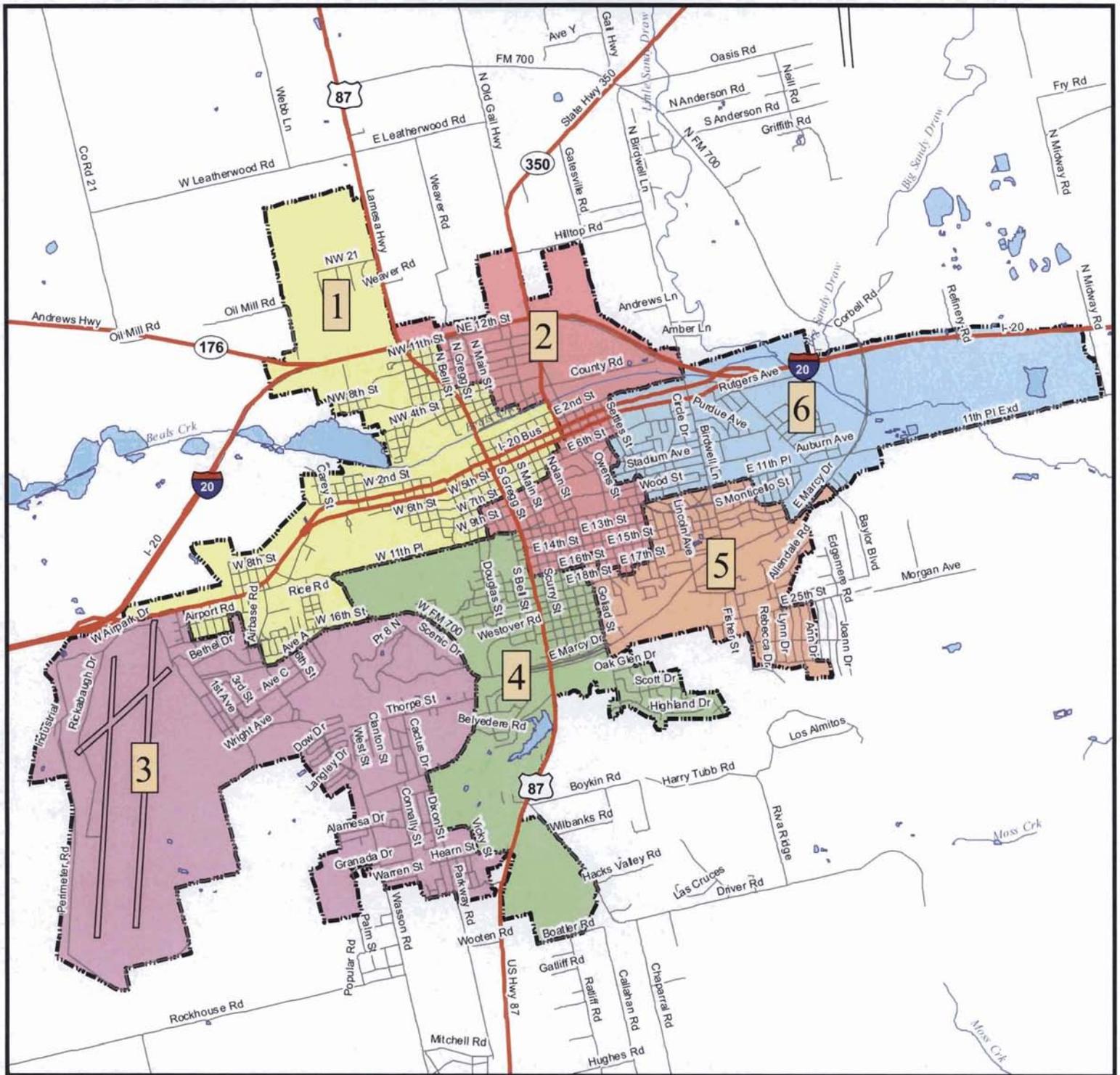
  
\_\_\_\_\_  
Tami L. Davis, Assistant City Secretary

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.

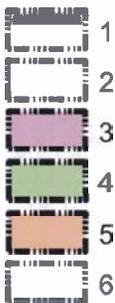
**Agenda Removal Notice** - This public notice was removed from the official posting board at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on

September \_\_\_\_\_, 2011 at \_\_\_\_\_ a.m./p.m.

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



**Districts**



**City of Big Spring**  
Existing Plan  
Single Member Districts



# City of Big Springs Single Member Districts

Analysis of Population in the Single Member Districts based on 2010 Census data

Member District	Actual Population	Ideal Population	Absolute Deviation	Relative Deviation
District 1	3,772	3,616	156	4.31%
District 2	3,029	3,616	-587	-16.23%
District 3	3,449	3,616	-167	-4.62%
District 4	3,696	3,616	80	2.21%
District 5	3808	3,616	192	5.31%
District 6	3,943	3,616	327	9.04%
Total Population	21,697			

**Ideal Population** is defined as (total district population divided by the number of districts). Absolute and Relative (%) Deviations are difference in actual and ideal.

**-587 to 327** **Absolute Range** is the spread in absolute deviation from the smallest precinct to the largest.

**-16.23% to 9.04%** **Relative Range** is the spread in relative deviation (%) from the smallest precinct to the largest.

**215.57** **Absolute Mean Deviation** is the average deviation, which is calculated by adding all the absolute deviations (ignoring "+" and "-" signs) and dividing by 4.

**6.96%** **Relative Mean Deviation** is the average deviation, which is calculated by adding all the relative deviations (ignoring "+" and "-" signs) and dividing by 4.

**123.26** **Standard Deviation of Population** is the square root of the sum of the squares of all the absolute deviations divided by 4.

**3.41%** **Standard Deviation of Relative Deviations** is the square root of the sum of the squares of all the relative (%) deviations divided by 4.

**41.73%** **Total Absolute Deviation** is the sum of all relative deviations (ignoring "+" and "-" signs).

<b>25.28%</b>	<b>Total Maximum Deviation</b> is the sum of the relative deviations (%) of the smallest and largest precincts, (ignoring "+" and "-" signs).
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### Ethnic Background of Total Population

	Anglo	Black	Amer. Indian	Asian	Hispanic	Hawaii/Pac. Is.	Other	Multi Race	Prec. Total	% of County
District 1	1,117	316	14	6	2,254	7	14	44	3,772	17.38%
District 2	959	124	12	6	1,880	0	15	33	3,029	13.96%
District 3	1,765	222	20	25	1,377	0	0	40	3,449	15.90%
District 4	2,386	101	19	79	1,055	1	9	46	3,696	17.03%
District 5	2,366	115	21	10	1,246	0	4	46	3,808	17.55%
District 6	2,007	185	37	28	1,635	1	0	50	3,943	18.17%
County Total	10,600	1,063	123	154	9,447	9	42	259	21,697	100.00%
% of County	48.85%	4.90%	0.57%	0.71%	43.54%	0.04%	0.19%	1.19%	100.00%	

### Ethnic Background as a % of Total Population

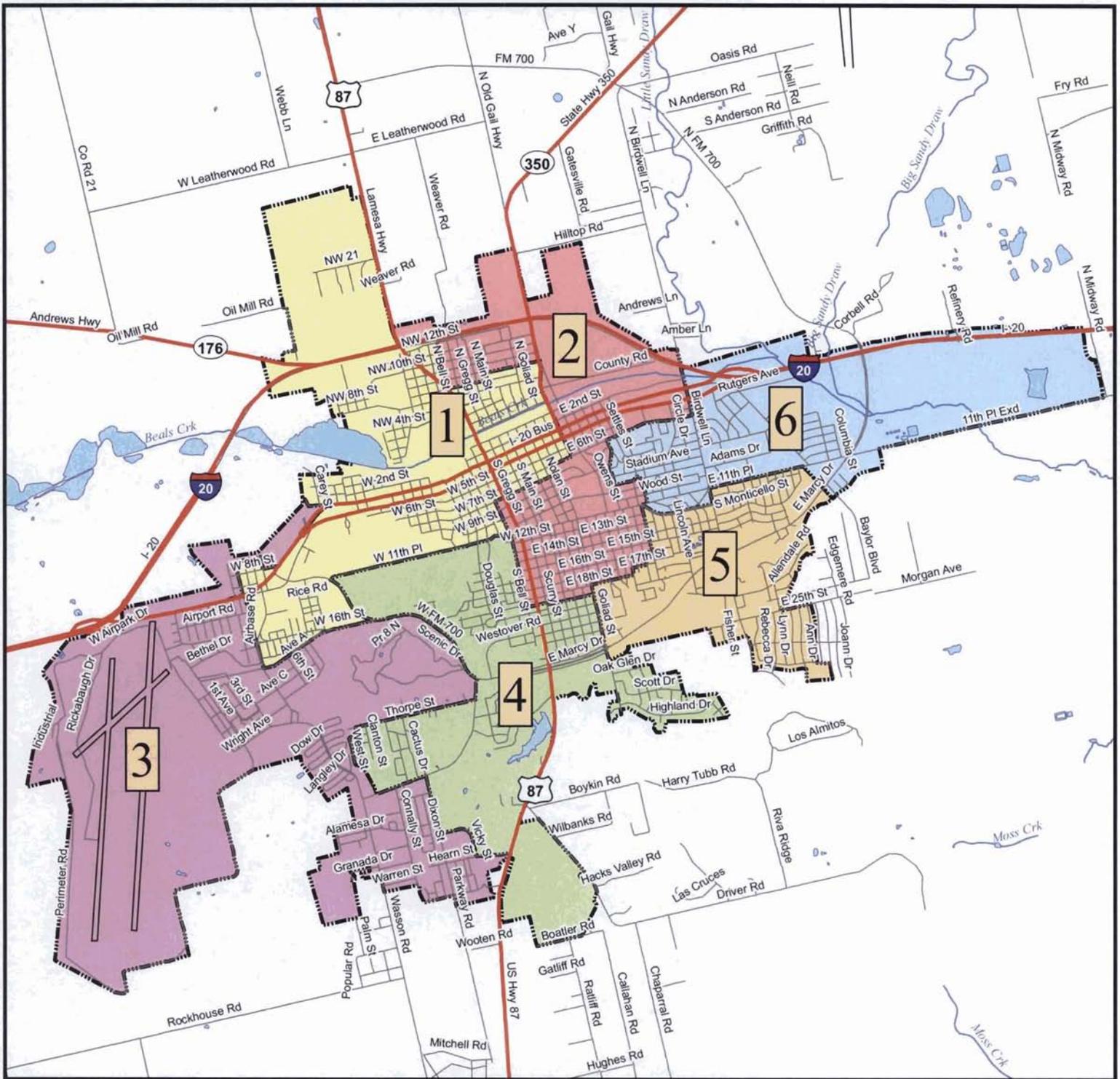
	Anglo	Black	Amer. Ind.	Asian	Hispanic	Haw/Pac	Other	Multi	% Total
District 1	29.61%	8.38%	0.37%	0.16%	59.76%	0.19%	0.37%	1.17%	100.00%
District 2	31.66%	4.09%	0.40%	0.20%	62.07%	0.00%	0.50%	1.09%	100.00%
District 3	51.17%	6.44%	0.58%	0.72%	39.92%	0.00%	0.00%	1.16%	100.00%
District 4	64.56%	2.73%	0.51%	2.14%	28.54%	0.03%	0.24%	1.24%	100.00%
District 5	62.13%	3.02%	0.55%	0.26%	32.72%	0.00%	0.11%	1.21%	100.00%
District 6	50.90%	4.69%	0.94%	0.71%	41.47%	0.03%	0.00%	1.27%	100.00%

### Ethnic Background of Voting Age Population

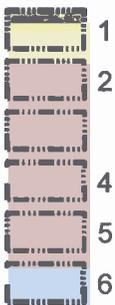
	Anglo	Black	Amer. Indian	Asian	Hispanic	Hawaii/Pac. Is.	Other	Multi Race	Prec. Total	% of County
District 1	943	252	14	5	1,494	5	6	27	2,746	17.34%
District 2	776	93	9	6	1,300	0	7	23	2,214	13.98%
District 3	1,395	131	11	19	832	0	0	20	2,408	15.21%
District 4	2,048	75	16	66	710	1	6	23	2,945	18.60%
District 5	1,896	70	16	8	735	0	3	21	2,749	17.36%
District 6	1,609	130	24	24	963	1	0	23	2,774	17.52%
County Total	8,667	751	90	128	6,034	7	22	137	15,836	100.00%
% of County	54.73%	4.74%	0.57%	0.81%	38.10%	0.04%	0.14%	0.87%	100.00%	

### Ethnic Background as a % of Voting Age Population

	Anglo	Black	Amer. Ind.	Asian	Hispanic	Haw/Pac	Other	Multi	% Total
District 1	34.34%	9.18%	0.51%	0.18%	54.41%	0.18%	0.22%	0.98%	100.00%
District 2	35.05%	4.20%	0.41%	0.27%	58.72%	0.00%	0.32%	1.04%	100.00%
District 3	57.93%	5.44%	0.46%	0.79%	34.55%	0.00%	0.00%	0.83%	100.00%
District 4	69.54%	2.55%	0.54%	2.24%	24.11%	0.03%	0.20%	0.78%	100.00%
District 5	68.97%	2.55%	0.58%	0.29%	26.74%	0.00%	0.11%	0.76%	100.00%
District 6	58.00%	4.69%	0.87%	0.87%	34.72%	0.04%	0.00%	0.83%	100.00%



**Districts**



**City of Big Spring**  
 Proposed Plan 1  
 Single Member Districts



# City of Big Springs Single Member Districts Proposed Plan 1

Analysis of Population in the Single Member Districts based on 2010 Census data

Member District	Actual Population	Ideal Population	Absolute Deviation	Relative Deviation
District 1	3,547	3,616	-69	-1.91%
District 2	3,565	3,616	-51	-1.41%
District 3	3,610	3,616	-6	-0.17%
District 4	3,661	3,616	45	1.24%
District 5	3661	3,616	45	1.24%
District 6	3,653	3,616	37	1.02%
<b>Total Population</b>	<b>21,697</b>			

**Ideal Population** is defined as (total district population divided by the number of districts). **Absolute and Relative (%) Deviations** are difference in actual and ideal.

**-69 to 45**      **Absolute Range** is the spread in absolute deviation from the smallest precinct to the largest.

**-1.91% to 1.24%**      **Relative Range** is the spread in relative deviation (%) from the smallest precinct to the largest.

**36.14**      **Absolute Mean Deviation** is the average deviation, which is calculated by adding all the absolute deviations (ignoring "+" and "-" signs) and dividing by 4.

**1.17%**      **Relative Mean Deviation** is the average deviation, which is calculated by adding all the relative deviations (ignoring "+" and "-" signs) and dividing by 4.

**18.87**      **Standard Deviation of Population** is the square root of the sum of the squares of all the absolute deviations divided by 4.

**0.52%**      **Standard Deviation of Relative Deviations** is the square root of the sum of the squares of all the relative (%) deviations divided by 4.

**7.00%**      **Total Absolute Deviation** is the sum of all relative deviations (ignoring "+" and "-" signs).

**3.15%**      **Total Maximum Deviation** is the sum of the relative deviations (%) of the smallest and largest precincts, (ignoring "+" and "-" signs).

### Ethnic Background of Total Population

	Anglo	-----	Amer. Indian	Asian	Hispanic	Hawaii/Pac. Is.	Other	Multi Race	Prec. Total	% of County
District 1	956	294	13	6	2,214	7	13	44	3,547	16.35%
District 2	1,349	152	15	16	1,967	0	23	43	3,565	16.43%
District 3	1,739	234	21	22	1,554	0	1	39	3,610	16.64%
District 4	2,459	94	19	75	969	1	1	43	3,661	16.87%
District 5	2,178	121	24	11	1,270	1	4	52	3,661	16.87%
District 6	1,919	168	31	24	1,473	0	0	38	3,653	16.84%
County Total	10,600	1,063	123	154	9,447	9	42	259	21,697	100.00%
% of County	48.85%	4.90%	0.57%	0.71%	43.54%	0.04%	0.19%	1.19%	100.00%	

### Ethnic Background as a % of Total Population

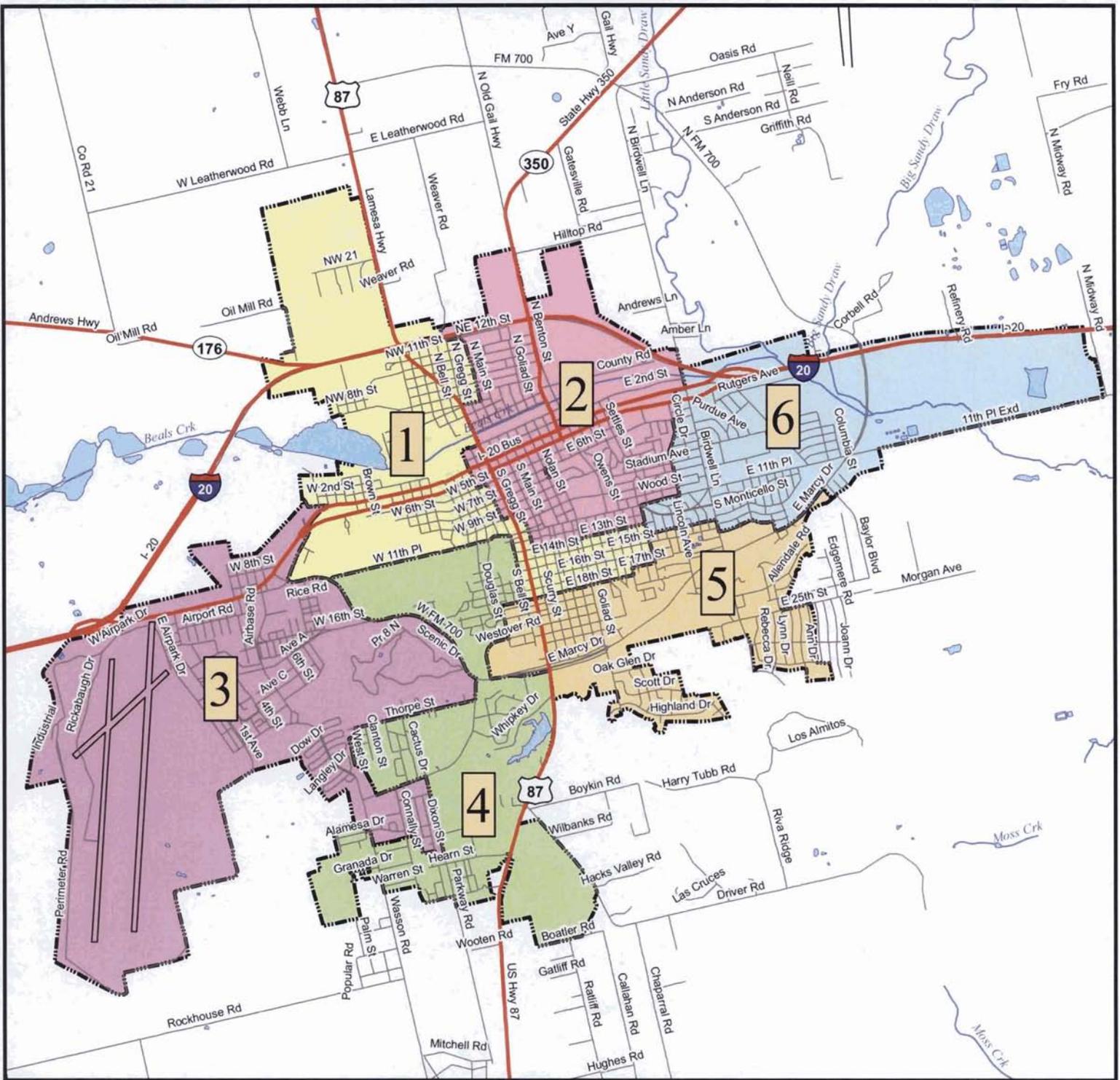
	Anglo	Black	Amer. Ind.	Asian	Hispanic	Haw/Pac	Other	Multi	% Total
District 1	26.95%	8.29%	0.37%	0.17%	62.42%	0.20%	0.37%	1.24%	100.00%
District 2	37.84%	4.26%	0.42%	0.45%	55.18%	0.00%	0.65%	1.21%	100.00%
District 3	48.17%	6.48%	0.58%	0.61%	43.05%	0.00%	0.03%	1.08%	100.00%
District 4	67.17%	2.57%	0.52%	2.05%	26.47%	0.03%	0.03%	1.17%	100.00%
District 5	59.49%	3.31%	0.66%	0.30%	34.69%	0.03%	0.11%	1.42%	100.00%
District 6	52.53%	4.60%	0.85%	0.66%	40.32%	0.00%	0.00%	1.04%	100.00%

### Ethnic Background of Voting Age Population

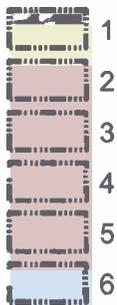
	Anglo	Black	Amer. Indian	Asian	Hispanic	Hawaii/Pac. Is.	Other	Multi Race	Prec. Total	% of County
District 1	808	233	13	5	1,498	5	5	25	2,592	16.37%
District 2	1,092	114	12	16	1,325	0	12	27	2,598	16.41%
District 3	1,371	144	12	17	949	0	1	21	2,515	15.88%
District 4	2,107	68	16	61	655	1	1	22	2,931	18.51%
District 5	1,745	74	16	9	751	1	3	25	2,624	16.57%
District 6	1,544	118	21	20	856	0	0	17	2,576	16.27%
County Total	8,667	751	90	128	6,034	7	22	137	15,836	100.00%
% of County	54.73%	4.74%	0.57%	0.81%	38.10%	0.04%	0.14%	0.87%	100.00%	

### Ethnic Background as a % of Voting Age Population

	Anglo	Black	Amer. Ind.	Asian	Hispanic	Haw/Pac	Other	Multi	% Total
District 1	31.17%	8.99%	0.50%	0.19%	57.79%	0.19%	0.19%	0.96%	100.00%
District 2	42.03%	4.39%	0.46%	0.62%	51.00%	0.00%	0.46%	1.04%	100.00%
District 3	54.51%	5.73%	0.48%	0.68%	37.73%	0.00%	0.04%	0.83%	100.00%
District 4	71.89%	2.32%	0.55%	2.08%	22.35%	0.03%	0.03%	0.75%	100.00%
District 5	66.50%	2.82%	0.61%	0.34%	28.62%	0.04%	0.11%	0.95%	100.00%
District 6	59.94%	4.58%	0.82%	0.78%	33.23%	0.00%	0.00%	0.66%	100.00%



**Districts**



**City of Big Spring**  
 Proposed Plan 2  
 Single Member Districts



# City of Big Springs Single Member Districts

## Proposed Plan 2

Analysis of Population in the Single Member Districts based on 2010 Census data

Member District	Actual Population	Ideal Population	Absolute Deviation	Relative Deviation
District 1	3,615	3,616	-1	-0.03%
District 2	3,574	3,616	-42	-1.16%
District 3	3,566	3,616	-50	-1.38%
District 4	3,573	3,616	-43	-1.19%
District 5	3686	3,616	70	1.94%
District 6	3,683	3,616	67	1.85%
<b>Total Population</b>	<b>21,697</b>			

**Ideal Population** is defined as (total district population divided by the number of districts). Absolute and Relative (%) Deviations are difference in actual and ideal.

**-50 to 70**      **Absolute Range** is the spread in absolute deviation from the smallest precinct to the largest.

**-1.38% to 1.94%**      **Relative Range** is the spread in relative deviation (%) from the smallest precinct to the largest.

**39**      **Absolute Mean Deviation** is the average deviation, which is calculated by adding all the absolute deviations (ignoring "+" and "-" signs) and dividing by 4.

**1.26%**      **Relative Mean Deviation** is the average deviation, which is calculated by adding all the relative deviations (ignoring "+" and "-" signs) and dividing by 4.

**20.75**      **Standard Deviation of Population** is the square root of the sum of the squares of all the absolute deviations divided by 4.

**0.57%**      **Standard Deviation of Relative Deviations** is the square root of the sum of the squares of all the relative (%) deviations divided by 4.

**7.55%**      **Total Absolute Deviation** is the sum of all relative deviations (ignoring "+" and "-" signs).

**3.32%**      **Total Maximum Deviation** is the sum of the relative deviations (%) of the smallest and largest precincts, (ignoring "+" and "-" signs).

### Ethnic Background of Total Population

	Anglo	Black	Amer. Indian	Asian	Hispanic	Hawaii/Pac. Is.	Other	Multi Race	Prec. Total	% of City
District 1	1,293	277	11	13	1,939	7	28	47	3,615	16.66%
District 2	1,146	201	23	11	2,152	0	0	41	3,574	16.47%
District 3	1,354	256	25	12	1,873	0	1	45	3,566	16.44%
District 4	2,289	117	16	56	1,053	1	1	40	3,573	16.47%
District 5	2,373	121	16	39	1,081	0	12	44	3,686	16.99%
District 6	2,145	91	32	23	1,349	1	0	42	3,683	16.97%
City Total	10,600	1,063	123	154	9,447	9	42	259	21,697	100.00%
% of City	48.85%	4.90%	0.57%	0.71%	43.54%	0.04%	0.19%	1.19%	100.00%	

### Ethnic Background as a % of Total Population

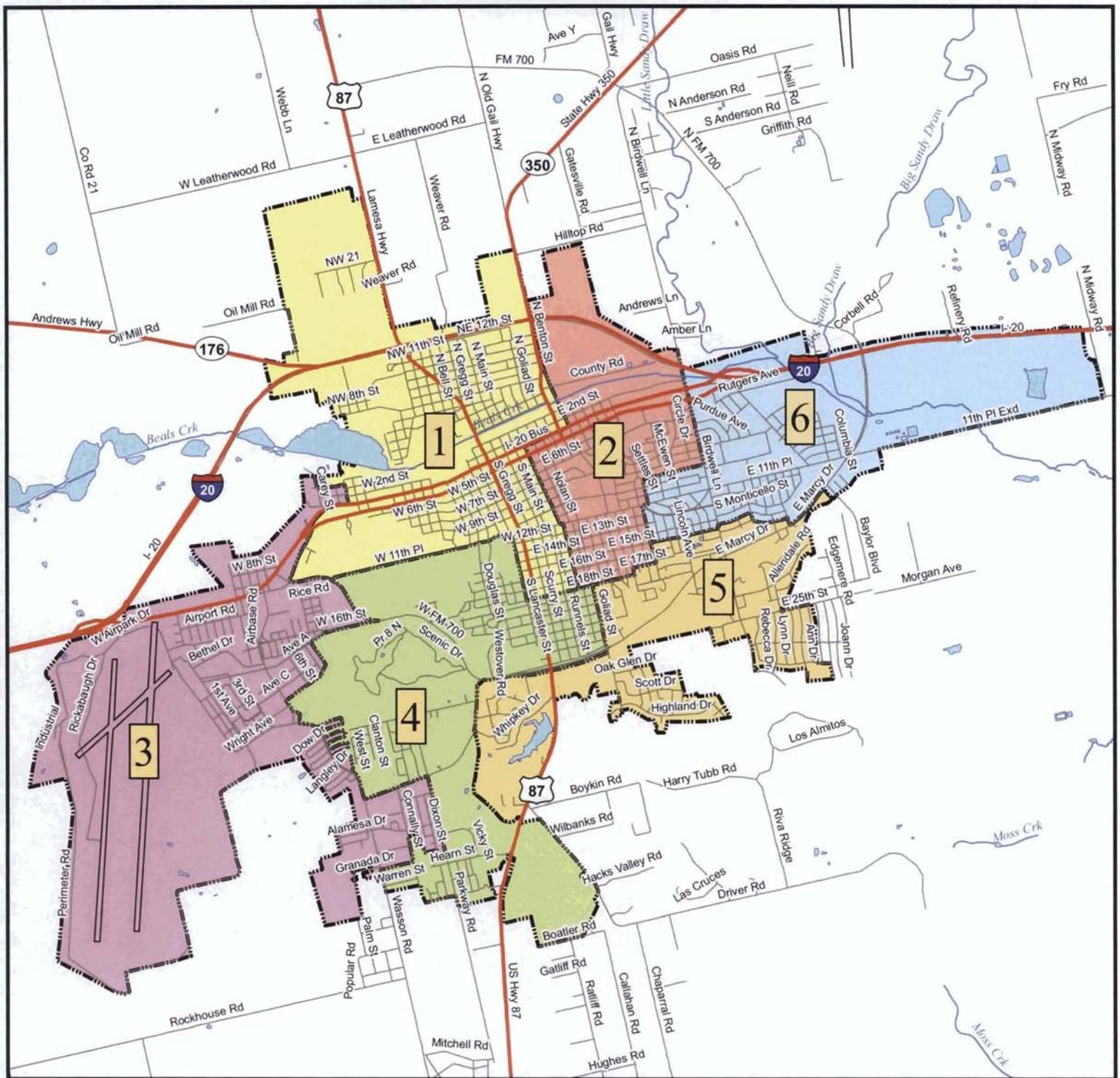
	Anglo	Black	Amer. Ind.	Asian	Hispanic	Haw/Pac	Other	Multi	% Total
District 1	35.77%	7.66%	0.30%	0.36%	53.64%	0.19%	0.77%	1.30%	100.00%
District 2	32.06%	5.62%	0.64%	0.31%	60.21%	0.00%	0.00%	1.15%	100.00%
District 3	37.97%	7.18%	0.70%	0.34%	52.52%	0.00%	0.03%	1.26%	100.00%
District 4	64.06%	3.27%	0.45%	1.57%	29.47%	0.03%	0.03%	1.12%	100.00%
District 5	64.38%	3.28%	0.43%	1.06%	29.33%	0.00%	0.33%	1.19%	100.00%
District 6	58.24%	2.47%	0.87%	0.62%	36.63%	0.03%	0.00%	1.14%	100.00%

### Ethnic Background of Voting Age Population

	Anglo	Black	Amer. Indian	Asian	Hispanic	Hawaii/Pac. Is.	Other	Multi Race	Prec. Total	% of City
District 1	1,090	222	11	12	1,341	5	12	26	2,719	17.17%
District 2	934	137	14	11	1,413	0	0	20	2,529	15.97%
District 3	1,078	164	17	11	1,142	0	1	25	2,438	15.40%
District 4	1,905	78	12	42	693	1	1	21	2,753	17.38%
District 5	1,942	80	13	33	675	0	8	22	2,773	17.51%
District 6	1,718	70	23	19	770	1	0	23	2,624	16.57%
City Total	8,667	751	90	128	6,034	7	22	137	15,836	100.00%
% of City	54.73%	4.74%	0.57%	0.81%	38.10%	0.04%	0.14%	0.87%	100.00%	

### Ethnic Background as a % of Voting Age Population

	Anglo	Black	Amer. Ind.	Asian	Hispanic	Haw/Pac	Other	Multi	% Total
District 1	40.09%	8.16%	0.40%	0.44%	49.32%	0.18%	0.44%	0.96%	100.00%
District 2	36.93%	5.42%	0.55%	0.43%	55.87%	0.00%	0.00%	0.79%	100.00%
District 3	44.22%	6.73%	0.70%	0.45%	46.84%	0.00%	0.04%	1.03%	100.00%
District 4	69.20%	2.83%	0.44%	1.53%	25.17%	0.04%	0.04%	0.76%	100.00%
District 5	70.03%	2.88%	0.47%	1.19%	24.34%	0.00%	0.29%	0.79%	100.00%
District 6	65.47%	2.67%	0.88%	0.72%	29.34%	0.04%	0.00%	0.88%	100.00%

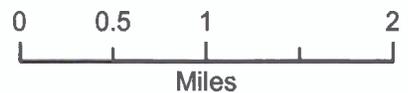


**Districts**

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# City of Big Spring

Proposed Plan 3  
Single Member Districts



Allison, Bass & Associates, LLP  
Date: 8/25/11 Agenda 9-27-11  
Data Source: 2010 Census

# City of Big Springs Single Member Districts Proposed Plan 3

Analysis of Population in the Single Member Districts based on 2010 Census data

Member District	Actual Population	Ideal Population	Absolute Deviation	Relative Deviation
District 1	3,571	3,616	-45	-1.24%
District 2	3,669	3,616	53	1.47%
District 3	3,596	3,616	-20	-0.55%
District 4	3,678	3,616	62	1.71%
District 5	3,600	3,616	-16	-0.44%
District 6	3,583	3,616	-33	-0.91%
<b>Total Population</b>	<b>21,697</b>			

**Ideal Population** is defined as (total district population divided by the number of districts). Absolute and Relative (%) Deviations are difference in actual and ideal.

**-34 to 62**      **Absolute Range** is the spread in absolute deviation from the smallest precinct to the largest.

**-1.24% to 1.71%**      **Relative Range** is the spread in relative deviation (%) from the smallest precinct to the largest.

**32.71**      **Absolute Mean Deviation** is the average deviation, which is calculated by adding all the absolute deviations (ignoring "+" and "-" signs) and dividing by 4.

**1.06%**      **Relative Mean Deviation** is the average deviation, which is calculated by adding all the relative deviations (ignoring "+" and "-" signs) and dividing by 4.

**17.02**      **Standard Deviation of Population** is the square root of the sum of the squares of all the absolute deviations divided by 4.

**0.47%**      **Standard Deviation of Relative Deviations** is the square root of the sum of the squares of all the relative (%) deviations divided by 4.

**6.33%**      **Total Absolute Deviation** is the sum of all relative deviations (ignoring "+" and "-" signs).

**2.96%**      **Total Maximum Deviation** is the sum of the relative deviations (%) of the smallest and largest precincts, (ignoring "+" and "-" signs).

### Ethnic Background of Total Population

	Anglo	Black	Amer. Indian	Asian	Hispanic	Hawaii/Pac. Is.	Other	Multi Race	Prec. Total	% of City
District 1	1,055	300	9	12	2,124	7	17	47	3,571	16.46%
District 2	1,501	152	29	12	1,924	0	11	40	3,669	16.91%
District 3	1,407	239	26	13	1,870	0	1	40	3,596	16.57%
District 4	2,186	148	10	44	1,236	1	9	44	3,678	16.95%
District 5	2,475	95	22	48	909	0	4	47	3,600	16.59%
District 6	1,976	129	27	25	1,384	1	0	41	3,583	16.51%
City Total	10,600	1,063	123	154	9,447	9	42	259	21,697	100.00%
% of City	48.85%	4.90%	0.57%	0.71%	43.54%	0.04%	0.19%	1.19%	100.00%	

### Ethnic Background as a % of Total Population

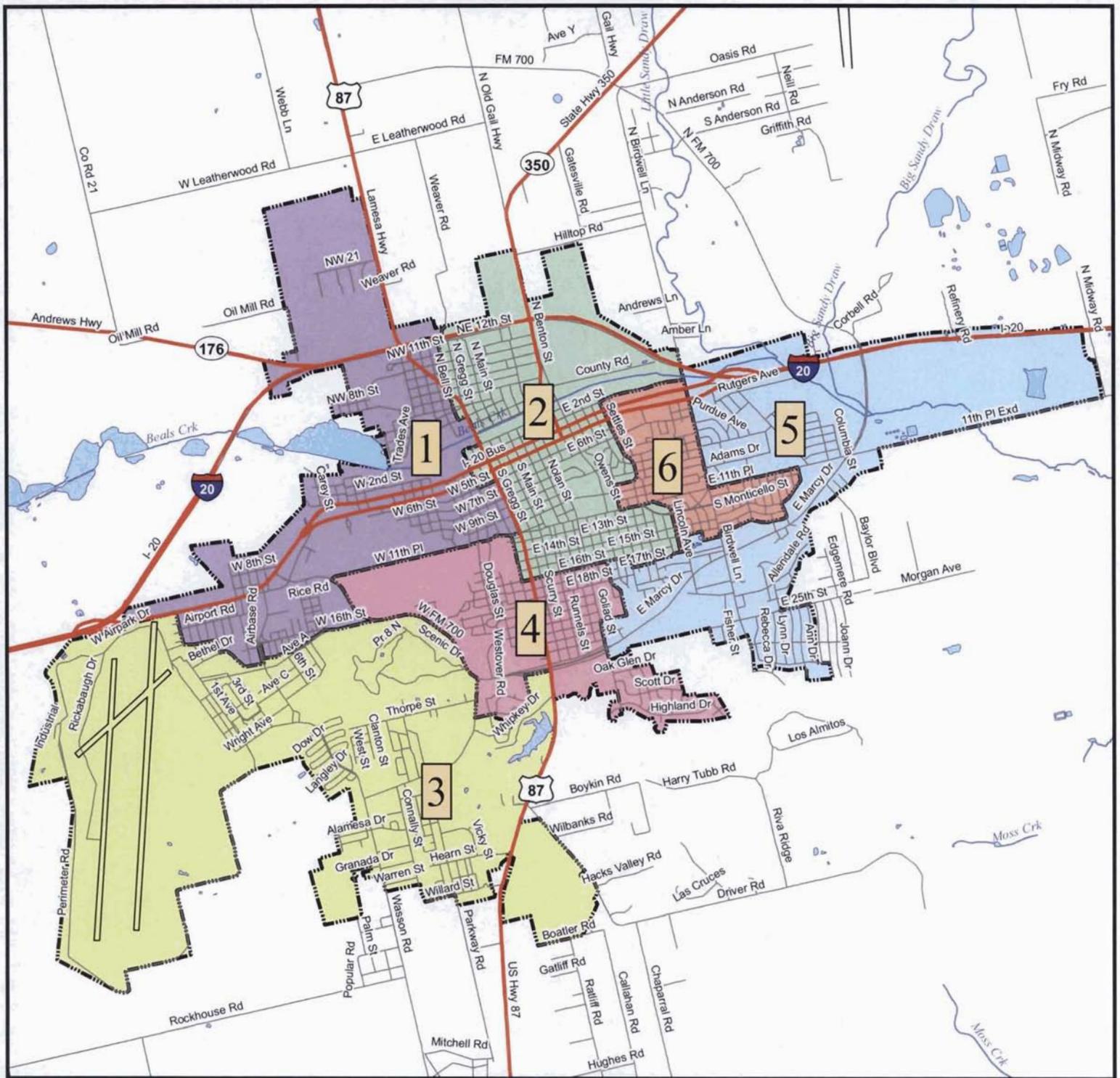
	Anglo	Black	Amer. Ind.	Asian	Hispanic	Haw/Pac	Other	Multi	% Total
District 1	29.54%	8.40%	0.25%	0.34%	59.48%	0.20%	0.48%	1.32%	100.00%
District 2	40.91%	4.14%	0.79%	0.33%	52.44%	0.00%	0.30%	1.09%	100.00%
District 3	39.13%	6.65%	0.72%	0.36%	52.00%	0.00%	0.03%	1.11%	100.00%
District 4	59.43%	4.02%	0.27%	1.20%	33.61%	0.03%	0.24%	1.20%	100.00%
District 5	68.75%	2.64%	0.61%	1.33%	25.25%	0.00%	0.11%	1.31%	100.00%
District 6	55.15%	3.60%	0.75%	0.70%	38.63%	0.03%	0.00%	1.14%	100.00%

### Ethnic Background of Voting Age Population

	Anglo	Black	Amer. Indian	Asian	Hispanic	Hawaii/Pac. Is.	Other	Multi Race	Prec. Total	% of City
District 1	913	244	9	11	1,520	5	7	25	2,734	17.26%
District 2	1,206	103	19	12	1,193	0	5	19	2,557	16.15%
District 3	1,117	154	17	12	1,141	0	1	25	2,467	15.58%
District 4	1,826	96	10	32	809	1	6	21	2,801	17.69%
District 5	2,012	67	14	40	564	0	3	24	2,724	17.20%
District 6	1,593	87	21	21	807	1	0	23	2,553	16.12%
City Total	8,667	751	90	128	6,034	7	22	137	15,836	100.00%
% of City	54.73%	4.74%	0.57%	0.81%	38.10%	0.04%	0.14%	0.87%	100.00%	

### Ethnic Background as a % of Voting Age Population

	Anglo	Black	Amer. Ind.	Asian	Hispanic	Haw/Pac	Other	Multi	% Total
District 1	33.39%	8.92%	0.33%	0.40%	55.60%	0.18%	0.26%	0.91%	100.00%
District 2	47.16%	4.03%	0.74%	0.47%	46.66%	0.00%	0.20%	0.74%	100.00%
District 3	45.28%	6.24%	0.69%	0.49%	46.25%	0.00%	0.04%	1.01%	100.00%
District 4	65.19%	3.43%	0.36%	1.14%	28.88%	0.04%	0.21%	0.75%	100.00%
District 5	73.86%	2.46%	0.51%	1.47%	20.70%	0.00%	0.11%	0.88%	100.00%
District 6	62.40%	3.41%	0.82%	0.82%	31.61%	0.04%	0.00%	0.90%	100.00%



**Districts**

- 1
- 2
- 3
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**City of Big Spring**

Proposed Plan 4  
Single Member Districts



Allison, Bass & Associates, LLP  
Date: 9/13/2011  
Data Source: 2010 Census

# City of Big Springs Single Member Districts

## Proposed Plan 4

Analysis of Population in the Single Member Districts based on 2010 Census data

Member District	Actual Population	Ideal Population	Absolute Deviation	Relative Deviation
District 1	3,708	3,616	92	2.54%
District 2	3,549	3,616	-67	-1.85%
District 3	3,628	3,616	12	0.33%
District 4	3,568	3,616	-48	-1.33%
District 5	3595	3,616	-21	-0.58%
District 6	3,649	3,616	33	0.91%
<b>Total Population</b>	<b>21,697</b>			

**Ideal Population** is defined as (total district population divided by the number of districts). Absolute and Relative (%) Deviations are difference in actual and ideal.

**-67 to 92**      **Absolute Range** is the spread in absolute deviation from the smallest precinct to the largest.

**-1.85% to 2.54%**      **Relative Range** is the spread in relative deviation (%) from the smallest precinct to the largest.

**39**      **Absolute Mean Deviation** is the average deviation, which is calculated by adding all the absolute deviations (ignoring "+" and "-" signs) and dividing by 4.

**1.26%**      **Relative Mean Deviation** is the average deviation, which is calculated by adding all the relative deviations (ignoring "+" and "-" signs) and dividing by 4.

**21.69**      **Standard Deviation of Population** is the square root of the sum of the squares of all the absolute deviations divided by 4.

**0.60%**      **Standard Deviation of Relative Deviations** is the square root of the sum of the squares of all the relative (%) deviations divided by 4.

**7.55%**      **Total Absolute Deviation** is the sum of all relative deviations (ignoring "+" and "-" signs).

**4.40%**      **Total Maximum Deviation** is the sum of the relative deviations (%) of the smallest and largest precincts, (ignoring "+" and "-" signs).

### Ethnic Background of Total Population

	Anglo	Black	Amer. Indian	Asian	Hispanic	Hawaii/Pac. Is.	Other	Multi Race	Prec. Total	% of City
District 1	1,102	305	15	6	2,217	7	14	42	3,708	17.09%
District 2	1,210	187	12	12	2,083	0	11	34	3,549	16.36%
District 3	1,964	221	23	26	1,353	0	0	41	3,628	16.72%
District 4	2,288	103	15	74	1,029	1	9	49	3,568	16.44%
District 5	2,416	97	16	29	979	0	8	50	3,595	16.57%
District 6	1,620	150	42	7	1,786	1	0	43	3,649	16.82%
City Total	10,600	1,063	123	154	9,447	9	42	259	21,697	100.00%
% of City	48.85%	4.90%	0.57%	0.71%	43.54%	0.04%	0.19%	1.19%	100.00%	

### Ethnic Background as a % of Total Population

	Anglo	Black	Amer. Ind.	Asian	Hispanic	Haw/Pac	Other	Multi	% Total
District 1	29.72%	8.23%	0.40%	0.16%	59.79%	0.19%	0.38%	1.13%	100.00%
District 2	34.09%	5.27%	0.34%	0.34%	58.69%	0.00%	0.31%	0.96%	100.00%
District 3	54.13%	6.09%	0.63%	0.72%	37.29%	0.00%	0.00%	1.13%	100.00%
District 4	64.13%	2.89%	0.42%	2.07%	28.84%	0.03%	0.25%	1.37%	100.00%
District 5	67.20%	2.70%	0.45%	0.81%	27.23%	0.00%	0.22%	1.39%	100.00%
District 6	44.40%	4.11%	1.15%	0.19%	48.94%	0.03%	0.00%	1.18%	100.00%

### Ethnic Background of Voting Age Population

	Anglo	Black	Amer. Indian	Asian	Hispanic	Hawaii/Pac. Is.	Other	Multi Race	Prec. Total	% of City
District 1	932	242	15	5	1,484	5	6	25	2,714	17.14%
District 2	987	131	9	12	1,416	0	5	22	2,582	16.30%
District 3	1,565	130	12	20	815	0	0	20	2,562	16.18%
District 4	1,951	77	14	61	682	1	6	23	2,815	17.78%
District 5	1,944	79	13	23	569	0	5	34	2,667	16.84%
District 6	1,288	92	27	7	1,068	1	0	13	2,496	15.76%
City Total	8,667	751	90	128	6,034	7	22	137	15,836	100.00%
% of City	54.73%	4.74%	0.57%	0.81%	38.10%	0.04%	0.14%	0.87%	100.00%	

### Ethnic Background as a % of Voting Age Population

	Anglo	Black	Amer. Ind.	Asian	Hispanic	Haw/Pac	Other	Multi	% Total
District 1	34.34%	8.92%	0.55%	0.18%	54.68%	0.18%	0.22%	0.92%	100.00%
District 2	38.23%	5.07%	0.35%	0.46%	54.84%	0.00%	0.19%	0.85%	100.00%
District 3	61.09%	5.07%	0.47%	0.78%	31.81%	0.00%	0.00%	0.78%	100.00%
District 4	69.31%	2.74%	0.50%	2.17%	24.23%	0.04%	0.21%	0.82%	100.00%
District 5	72.89%	2.96%	0.49%	0.86%	21.33%	0.00%	0.19%	1.27%	100.00%
District 6	51.60%	3.69%	1.08%	0.28%	42.79%	0.04%	0.00%	0.52%	100.00%

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

The City Council of the City of Big Spring, Texas, met in a regular meeting in the City Council Chambers located at 307 E. 4<sup>th</sup>, Big Spring, Texas, at 5:30 p.m., September 13, 2011, with the following members present:

TOMMY DUNCAN	Mayor
CRAIG OLSON	Mayor Pro Tem
MARCUS FERNANDEZ	Councilmember
MANUEL RAMIREZ	Councilmember
GLEN CARRIGAN	Councilmember
GLORIA MCDONALD	Councilmember
TERRY HANSEN	Councilmember

Same and constituting a quorum; and

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

## **PRESENTATIONS & PUBLIC HEARINGS**

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

Rob Dahlsings, Birdwell Lane Baptist Church, gave the invocation and Mayor Duncan led the Pledge of Allegiance to the American and State Flags.

### **PROCLAMATION "PATRIOT DAY & FIRST RESPONDER DAY"**

Mayor Duncan read a proclamation recognizing September 11, 2011 as "Patriot Day & First Responder Day".

### **PRESENTATION OF "DOING YOUR PART AWARDS"**

Mayor Duncan and Councilmember McDonald presented "Doing Your Part Award" for August, 2011 to Andre Clark at 2707 Coronado.

Mayor Duncan and Mayor Pro Tem Olson presented "Doing Your Part Award" for September, 2011 to Helen Worthan at 2201 E. 25<sup>th</sup> Street.

**PUBLIC HEARING – ANNUAL BUDGET AND AD VALOREM TAX RATE FOR FISCAL YEAR 2011-12**

Motion was made by Councilmember Hansen, seconded by Councilmember Carrigan, with all members of the Council voting "aye" to open the public hearing on the annual budget and ad valorem tax rate for fiscal year 2011-12.

After a brief discussion, motion was made by Councilmember McDonald, seconded by Councilmember Carrigan, with all members of the Council voting "aye" to close the public hearing on the annual budget and ad valorem tax rate for fiscal year 2011-12.

**DISPOSITION OF MINUTES**

**MINUTES OF THE REGULAR MEETING OF AUGUST 23, 2011**

Motion was made by Councilmember Ramirez, seconded by Councilmember Fernandez, with all members of the Council voting "aye" approving the regular minutes of August 23, 2011.

**CONSENT ITEMS**

**FINAL READING OF A RESOLUTION ESTABLISHING FUND BALANCE POLICIES AS REQUIRED BY GASB 54**

**ACCEPTANCE OF MCMAHON-WRINKLE AIRPARK DEVELOPMENT BOARD MINUTES FOR MEETING OF JULY 21, 2011**

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

**ROUTINE BUSINESS**

**VOUCHERS**

Councilmember Hansen reviewed vouchers. Motion was made by Councilmember Hansen, seconded by Councilmember Fernandez, with all members of the Council voting "aye" approving vouchers in the amount of \$602,323.81 (8/25/11), \$36,782.18 (9/01/11) and \$531,563.27 (9/09/11).

## **NEW BUSINESS**

### **PRESENTATION OF ANNUAL DELINQUENT TAX REPORT**

Drew Mouton with Mouton and Mouton presented the annual delinquent tax report to the Council. No action was taken.

### **PRESENTATION AND APPROVAL OF HOWARD COUNTY 9-1-1 COMMUNICATION DISTRICT'S AUDIT FOR FISCAL YEAR ENDED SEPTEMBER 30, 2010**

Heath Hughes presented the Howard County 9-1-1 Communication District's audit for fiscal year ended September 30, 2010. Motion was made by Councilmember Hansen, seconded by Councilmember Carrigan, with all members of the Council voting "aye" approving the Howard County 9-1-1 Communication District's audit for fiscal year ended September 30, 2010.

### **PRESENTATION AND APPROVAL OF HOWARD COUNTY 9-1-1 COMMUNICATION DISTRICT'S PROPOSED BUDGET FOR FISCAL YEAR 2011-12**

Tommy Sullivan, 9-1-1 Communication District Director, presented the Howard County 9-1-1 Communication District's proposed budget for fiscal year 2011-12. Motion was made by Councilmember Ramirez, seconded by Councilmember Carrigan, with all members of the Council voting "aye" approving the Howard County 9-1-1 Communication District's proposed budget for fiscal year 2011-12.

## **EXECUTIVE SESSION**

ADJOURN INTO EXECUTIVE SESSION UNDER THE PROVISIONS OF TITLE 5, TEXAS GOVERNMENT CODE, SECTION 551.087 TO DISCUSS OR DELIBERATE COMMERCIAL OR FINANCIAL INFORMATION CONCERNING ENTITIES THAT THE CITY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE CITY AND WITH WHICH THE CITY AND BIG SPRING ECONOMIC DEVELOPMENT CORPORATION ARE CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; AND TITLE 5, TEXAS GOVERNMENT CODE, SECTION 551.072 TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY AT 6:20 P.M.

RECONVENE IN OPEN SESSION TO TAKE ANY NECESSARY ACTION AT 6:40 P.M.

No action taken.

## **NEW BUSINESS – CONTINUED**

### **PRESENTATION AND APPROVAL OF BIG SPRING ECONOMIC DEVELOPMENT CORPORATION'S ANNUAL BUDGET FOR 2011-12**

Terry Wegman presented the Big Spring Economic Development Corporation's annual budget for 2011-12.

After a brief discussion, Mayor Duncan expressed his desire to consider taking a 4B Project to the voters for improvements to the Water and Wastewater Treatment Plants. The City Council asked Mr. Wegman to take the budget back to the Big Spring Economic Development Corporation Board of Directors to reevaluate sales tax revenue and future economic development projects. Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Fernandez, with all members of the Council voting "aye" to reject the Big Spring Economic Development Corporation's current proposed annual budget for 2011-12.

### **DISCUSSION OF PROPOSED PLANS #1, #2, AND #3 FOR REDISTRICTING OF POLITICAL BOUNDARIES**

After reviewing the three proposed plans for redistricting provided by Bob Bass with Allison, Bass & Associates, L.L.P., Mayor Duncan asked Mr. Bass to provide at least one additional proposal that would create a minority majority in a district other than District Three. Council agreed, and the new plan will be evaluated at the public hearing to be held on September 27, 2011.

### **FIRST READING OF AN ORDINANCE APPROVING AND ADOPTING THE CITY OF BIG SPRING'S ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012**

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Carrigan, with Councilmembers Ramirez, Carrigan, Duncan, McDonald, Olson and Hansen voting "aye" approving first reading of an ordinance approving and adopting the City of Big Spring's annual budget for the fiscal year beginning October 1, 2011 and ending September 30, 2012. Councilmember Fernandez, being opposed, voting "nay" for passage of same. Motion passed six to one.

### **FIRST READING OF AN ORDINANCE FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE YEAR 2011 AND DIRECTING THE ASSESSMENT AND COLLECTION THEREOF**

Peggy Walker, Finance Director, explained that the following tax rates would be set for FY 2011-12:

Maintenance & Operations	61.9725¢
Task Force	8.5000¢
2007 General Obligation Bonds	20.8841¢
2007 Certificates of Obligation	.7133¢
2010 Certificates of Obligation	<u>2.8801¢</u>
	94.9500¢

Motion was made by Councilmember Carrigan, seconded by Mayor Pro Tem Olson, with all members of the Council voting “aye” approving first reading of an ordinance fixing and levying municipal ad valorem taxes for the year 2011 and directing the assessment and collection thereof.

DISCUSSION OF THE PURCHASE OF TWO (2) NEW SANITATION TRUCKS AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE PURCHASE PRICE NOT TO EXCEED \$425,000.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS

After a brief discussion, motion was made by Councilmember Hansen, seconded by Councilmember Ramirez, with all members of the Council voting “aye” authorizing the City Manager to negotiate the purchase price of two new sanitation trucks not to exceed \$425,000.00 and authorizing the City Manager to execute any necessary documents.

FIRST READING OF AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 16, ARTICLE 3 ENTITLED “UTILITY SERVICE CHARGES” BY AMENDING SECTION 16-70 ENTITLED “CHARGES FOR WATER RATES”, ESTABLISHING CHARGES FOR WATER SERVICES FOR 2011-12; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Carrigan, with Councilmembers Carrigan, Duncan, McDonald, Olson and Hansen voting “aye” approving first reading of an ordinance amending the Code of Ordinances by amending Chapter 16, Article 3 entitled “Utility Service Charges” by amending Section 16-70 entitled “Charges for Water Rates”, establishing charges for water services for 2011-12; providing for a severability clause; providing for publication and providing an effective date. Councilmembers Fernandez and Ramirez, being opposed, voting “nay” for passage of same. Motion passes five to two.

FIRST READING OF AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 6, ARTICLE 7 ENTITLED “COMANCHE TRAIL GOLF COURSE” BY AMENDING FEES; REPEALING ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Carrigan, with Councilmembers Fernandez, Carrigan, Duncan, McDonald, Olson and Hansen voting “aye” approving first reading of an ordinance amending the Code of Ordinances by amending Chapter 6, Article 7 entitled “Comanche Trail Golf Course” by amending fees; repealing ordinances in conflict with this ordinance; providing for severability; providing for publication and providing an effective date. Councilmember Ramirez, being opposed, voting “nay” for passage of same. Motion passes six to one.

FIRST READING OF AN ORDINANCE AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES ENTITLED “CEMETERIES, PARKS AND RECREATION,” ARTICLE 4, DIVISION 3 ENTITLED “CITY PARK PAVILION AREAS” BY PROVIDING FOR RESERVATIONS, HOURS OF USE AND RENTAL FEES FOR PARK PAVILIONS AND ARTICLE 4, DIVISION 4 BY PROVIDING ADDITIONAL REQUIREMENTS FOR PARK RESERVATIONS FOR EVENTS INVOLVING SALES, SERVICE AND CONSUMPTION OF ALCOHOL

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Ramirez, with all members of the Council voting “aye” approving first reading of an ordinance amending Chapter 6 of the Code of Ordinances entitled “Cemeteries, Parks and Recreation,” Article 4, Division 3 entitled “City Park Pavilion Areas” by providing for reservations, hours of use and rental fees for park pavilions and Article 4, Division 4 by providing additional requirements for park reservations for events involving sales, service and consumption of alcohol.

FIRST READING OF AN ORDINANCE AMENDING CHAPTER 6 OF THE CITY CODE OF ORDINANCES ENTITLED “CEMETERIES, PARKS, AND RECREATION,” IN ORDER TO UPDATE THE NAMES OF VARIOUS CITY PARKS AND TO PROVIDE FOR ALLOWING THE CITY MANAGER TO EXTEND THE OPERATING HOURS OF CITY PARKS FOR CERTAIN EVENTS

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Fernandez, with all members of the Council voting “aye” approving first reading of an ordinance amending Chapter 6 of the City Code of Ordinances entitled “Cemeteries, Parks, and Recreation,” in order to update the names of various city parks and to provide for allowing the City Manager to extend the operating hours of city parks for certain events.

FIRST READING OF AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES ENTITLED “ALCOHOLIC BEVERAGES,” BY RENAMING THE PROVISIONS INVOLVING CITY PARKS AND REPEALING THE PARK RESERVATION REQUIREMENTS FOR EVENTS INVOLVING ALCOHOL USE IN ORDER TO RELOCATE SUCH PROVISIONS TO THE PARKS AND RECREATION SECTION OF CHAPTER 6 OF THE CITY CODE

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Fernandez, with all members of the Council voting “aye” approving first reading of an ordinance amending Chapter 2 of the Code of Ordinances entitled “Alcoholic Beverages,” by renaming the provisions involving city parks and repealing the park reservation requirements for events involving alcohol

use in order to relocate such provisions to the parks and recreation section of Chapter 6 of the City Code.

APPROVAL OF AMENDMENT NO. 1 TO THE AIRPORT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF BIG SPRING AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR APRON UPGRADES AT THE MCMAHON-WRINKLE AIRPORT AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember McDonald, seconded by Councilmember Hansen, with all members of the Council voting “aye” approving Amendment No.1 to the Airport Project participation agreement between the City of Big Spring and the Texas Department of Transportation for apron upgrades at the McMahan-Wrinkle Airport and authorizing the Mayor to execute any necessary documents.

APPROVAL OF ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) AGREEMENT WITH TxDOT FOR AIRPORT AWOS SERVICES AND OTHER PROJECTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Carrigan, seconded by Mayor Pro Tem Olson, with all members of the Council voting “aye” approving a Routine Airport Maintenance Program (RAMP) Agreement with TxDOT for Airport AWOS Services and other projects and authorizing the City Manager to execute any necessary documents.

APPROVAL OF AN AGREEMENT WITH AREA AGENCY ON AGING FOR THE PROVISION OF CONGREGATE AND HOME-DELIVERED MEALS AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Ramirez, seconded by Mayor Pro Tem Olson, with all members of the Council voting “aye” approving of an agreement with Area Agency on Aging for the provision of congregate and home-delivered meals and authorizing the Mayor to execute any necessary documents.

APPROVAL OF AN AGREEMENT WITH THE DEPARTMENT OF AGING AND DISABILITY SERVICES FOR THE PROVISION OF CONGREGATE AND HOME-DELIVERED MEALS AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember McDonald, seconded by Mayor Pro Tem Olson, with all members of the Council voting “aye” approving an agreement with the Department of Aging and Disability Services for the provision of congregate and home-delivered meals and authorizing the Mayor to execute any necessary documents.

APPROVAL OF AN INTERLOCAL AGREEMENT WITH HOWARD COUNTY FOR JOINT USE OF TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Hansen, seconded by Councilmember Fernandez, with all members of the Council voting “aye” approving an interlocal agreement with Howard County for joint use of Texas Law Enforcement Telecommunications System and authorizing the Mayor to execute any necessary documents.

**APPROVAL OF AN AGREEMENT WITH THE HERITAGE MUSEUM FOR HISTORICAL PRESERVATION AND RESTORATION PROJECTS AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS**

Motion was made by Councilmember McDonald, seconded by Councilmember Ramirez, with all members of the Council voting “aye” approving an agreement with the Heritage Museum for historical preservation and restoration projects and authorizing the Mayor to execute any necessary documents.

**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**

Motion was made by Councilmember McDonald, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving an agreement between the City of Big Spring and Heritage Museum for general operation of the Potton House for one year and authorizing the Mayor to execute any necessary documents.

**APPROVAL OF AN AGREEMENT WITH BIG SPRING VICTIM SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS**

Motion was made by Councilmember Carrigan, seconded by Mayor Pro Tem Olson, with all members of the Council voting “aye” approving an agreement with Big Spring Victim Services and authorizing the Mayor to execute any necessary documents.

**CITY MANAGER’S REPORT**

Gary Fuqua, City Manager, reminded the Council that the Board and Committee appointments will be on the next agenda.

**COUNCIL INPUT**

Mayor Duncan announced that the Big Spring ISD would like for their board meetings to be televised on Channel 17.

Councilmember Fernandez thanked the citizens for contacting him with their concerns and encouraged them to keep doing so.

**EXECUTIVE SESSION**

ADJOURN INTO EXECUTIVE SESSION UNDER THE PROVISIONS OF TITLE 5, TEXAS GOVERNMENT CODE SECTION 551.074 TO EVALUATE THE MUNICIPAL COURT JUDGE AT 8:35 P.M.

RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTION AT 9:40 P.M.

No action taken.

**ADJOURN**

Motion was made by Councilmember Fernandez, seconded by Councilmember Ramirez, with all members of the Council voting "aye" to adjourn at 9:41 p.m.

CITY OF BIG SPRING, TEXAS

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Tommy Duncan, Mayor

ATTEST:

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Tami L. Davis, Assistant City Secretary

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

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR SAID CITY FOR THE YEAR 2011 AND DIRECTING THE ASSESSMENT AND COLLECTION THEREOF

WHEREAS, the City Council finds that the tax for the year 2011, hereinafter levied for current expenses of the City and general improvement of the City and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and,

WHEREAS, the City Council finds that taxes for year 2011, hereinafter levied therefore, are necessary to pay interest and to provide the required sinking fund on outstanding bonds of the City issued for municipal purposes;

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

SECTION ONE: For the current expenses of the City and general improvement of the City and its property, i.e., for maintenance and operation, there is hereby levied and ordered to be assessed and collected for the year 2011 on all property situated within the limits of said City and not exempted from taxation by valid laws, ad valorem tax at the rate of 70.4725 cents (\$0.704725) on each one hundred dollars (\$100.00) valuation of said property. Said rate represents 61.9725 cents levied for maintenance and operations of General Fund, and 8.5 cents for task force operations.

SECTION TWO: For the purpose of paying interest and providing a sinking fund for the payment of each issue of bonds issued for various municipal purposes and described in the schedule set out in Section Three, including the various installments of principal falling due during the ensuing year on serial bonds issued for said purposes, there is hereby levied and ordered to be assessed and collected for the year 2011 on all property situated within the limits of said city and not exempted from taxation by valid laws, an ad valorem tax for each of the issues of bonds described in said section at the respective rates shown in the right hand column of said section opposite the descriptions of said issues, said rates being expressed in amounts on one hundred dollars (\$100.00) valuation of said property, the sum of said respective levies being 24.4775 cents (\$0.244775) on each one hundred dollars (\$100.00) valuation of said property for said bond issues, and the amounts of levies therefore being as shown in said Section Three.

SECTION THREE: Schedule of Bond Issues and Amounts of the Tax Levies Thereof:

<u>Purpose of Issue</u>	<u>Date of Issue</u>	<u>Tax Rate Per \$100 Valuation</u>
General Obligation Bonds	2007	20.8841¢
Certificates of Obligation	2007	.7133¢
Certificates of Obligation	2010	<u>2.8801¢</u>
Total requirements for outstanding bonds		24.4775¢

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 13<sup>th</sup> day of September, 2011, 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 27<sup>th</sup> day of September, 2011, with all members present voting “aye” for the passage of same.

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

ATTEST:

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

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER SIX OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "CEMETERIES, PARKS AND RECREATION," ARTICLE 4, DIVISION 3 ENTITLED "CITY PARK PAVILION AREAS" BY AMENDING SECTION 6-90 IN ORDER TO RENAME IT "RESERVATIONS, HOURS OF USE AND RENTAL FEES;" AMENDING ARTICLE 4, DIVISION 4 ENTITLED "MISCELLANEOUS REGULATIONS BY AMENDING SECTION 6-107 TO RENAME IT "ADDITIONAL REQUIREMENTS FOR ACTIVITIES INVOLVING SALES, SERVICE AND CONSUMPTION OF ALCOHOL" AND PROVIDING REQUIREMENTS FOR RESERVATIONS AT CERTAIN PARK LOCATIONS FOR ACTIVITIES INVOLVING ALCOHOL; SETTING FEES FOR SUCH RESERVATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Council of the City of Big Spring finds it necessary and in the best interest of the public to provide for reservation of park pavilions and to regulate the locations and circumstances under which alcohol can be served or consumed in City parks;

**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 "Cemeteries, Parks and Recreation," Article 4 entitled "Parks and Recreation," Division 3 entitled "City Park Pavilion Areas," Section 6-90 entitled "Reservations Authorized and Fees Determined" is hereby amended to read in its entirety as follows:

**Division 3. City Park Pavilion Areas**

**Sec. 6-90. Reservations, Hours of Use and Rental Fees.**

- (A) **Reservations.** Any individual or group may, upon advance payment of the rental fee in the amount prescribed herein to the City of Big Spring Parks Department, reserve and have exclusive use of the reserved pavilion and its immediate environs and appurtenant facilities for the purpose of picnics, outdoor preparation and serving of food, and other lawful functions for which said pavilion could ordinarily be used during the reservation. The Parks Department will issue a detailed receipt as proof of rental.
- (B) **Hours of Use.** The rental of any pavilion located within the Comanche Trail Park will begin at 8:00 a.m. on the day of such rental and end at 10:00 p.m. unless the City Manager or his designee extends the park closing hours pursuant to Section 6-70(C) of this Chapter. The rental of the Heart of the City Pavilion will begin at 8:00 a.m. on the day of such rental and end at midnight.
- (C) **Rental Fees.** The following fees are for an entire day's rental. No partial day rentals will be allowed.

(A) Old Settlers Pavilion	\$25.00
(B) Belaski Pavilion	\$25.00
(C) Haynes Pavilion	\$25.00
(D) Heart of the City Pavilion	\$50.00*

\*Upon rental of the Heart of the City Pavilion, an additional one-time per use cleaning deposit of Fifty Dollars (\$50.00) shall be assessed at the time of rental and prior to use of the facility. Following the use of the facility, all necessary cleaning or repair expenses shall be paid and the balance refunded.

**SECTION 2.** THAT the City of Big Spring Code of Ordinances Chapter 6 entitled "Cemeteries, Parks and Recreation", Article 4 entitled "Parks and Recreation," Division 4 entitled "Miscellaneous Regulations," Section 6-107 entitled "Reservation Requirements" is hereby renamed and amended to read in its entirety as follows:

**Sec. 6-107. Additional Requirements for Activities Involving Sales, Service or Consumption of Alcohol**

- (A) The sale, serving, delivering and consumption of alcoholic beverages shall be restricted to Comanche Trail Municipal Golf Course and Moss Creek Lake in accordance with the rules and regulations established for such areas, and at the following specific locations only upon approval of the City Manager upon compliance with the requirements set forth herein:

Comanche Trail Municipal Park Old Settlers Pavilion Area  
(Area is defined by orange painted post around pavilion)

Dora Roberts Community Convention Center  
(Area is defined as within the confines of the building)

Comanche Trail Municipal Amphitheater  
(Area defined as that area within the rock wall on the north, east and west and 110' south of the rear rock wall).

- (B) The application for a reservation for any of the locations described above where the sale, serving, delivery and/or consumption of alcohol is planned must be:

1. Submitted not later than ten (10) days prior to the date of the event;
2. Made in the form prescribed by the City Manager;
3. Accompanied by proof of approval by the Texas Alcoholic Beverage Commission for the sale, service or delivery of alcoholic beverages for the activity;
4. Accompanied by proof that the applicant does not owe any delinquent taxes to the City of Big Spring or Howard County; and
5. Accompanied by payment for all applicable fees for the location as well as an additional non-refundable reservation fee in the amount of \$150.00 per day or partial day of an event at the Old Settlers Pavilion.

- (C) The conditions of such reservations shall include, but are not limited to:

1. Specific date(s) and times that the reservation is valid shall be set forth in writing and shall not exceed three (3) consecutive days;

2. Evidence of approval from the Texas Alcoholic Beverage Commission to sell, serve and/or deliver alcoholic beverages for the activity shall be kept at the location during the entire event;
3. The dispensing of alcoholic beverages must be from a bulk delivery service using biodegradable paper cups or aluminum cans. **No glass containers or bottles will be allowed;**
4. Sale, service or delivery of alcoholic beverages must stop no later than one (1) hour before the scheduled end of the event; and
5. No alcoholic beverages may be carried in or out of the specific location authorized in the reservation except by those persons authorized by TABC to sell, serve or deliver alcoholic beverages for the event, while in the course and scope of such purpose.

**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, any ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

**SECTION 5.** 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 13<sup>th</sup> day of **September, 2011**, 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 27<sup>th</sup> day of **September, 2011**, with all members present voting "aye" for passage of the same.

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Tommy Duncan, Mayor

ATTEST:

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Tami Davis, Assistant City Secretary

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER SIX OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "CEMETERIES, PARKS, AND RECREATION," ARTICLE 4, DIVISION 1, SECTION 6-70 ENTITLED "OPENING AND CLOSING HOURS FOR PARKS" BY UPDATING THE NAMES OF APPLICABLE PARKS; ADDING AN EXCEPTION AUTHORIZING THE CITY MANAGER TO EXTEND PARK HOURS FOR SPECIFIC EVENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF UP TO \$200.00; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, some previously identified parks have been renamed or are no longer in operation as City parks; and

**WHEREAS**, the City Council finds it in the best interest of the citizens of Big Spring to occasionally permit exceptions to park hours for specific events;

**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 "Cemeteries, Parks and Recreation," Article 4 entitled "Parks and Recreation," Division 1 entitled "In General" Section 6-70 entitled "Opening and Closing Hours for Parks" is hereby amended to read in its entirety as follows:

**Sec. 6-70. Opening and Closing Hours for Parks.**

(A) General parks. The below listed parks in the city are hereby classified as general park areas and the same shall be open for public use between the hours of 6:00 a.m. and 10:00 p.m.

- (1) Birdwell Park
- (2) Dr. Morgan Park
- (3) Comanche Trail Park

Entry upon the premises of the above listed parks at any hour other than those set forth above shall constitute a misdemeanor and any person who is found in the above listed parks during the prohibited hours shall be 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).

(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) Northside 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).

- (C) Exception: The City Manager or his designee may authorize changes to such opening and closing hours for specific events so long as due care is exercised to prevent a public nuisance and to protect the public health, safety and welfare.

**SECTION 2.** 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 all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

**SECTION 4.** That the City Secretary is hereby ordered and directed to cause the descriptive caption, as well as the penalty for violation of this ordinance to be published as provided by law.

**SECTION 5.** That this ordinance shall take effect immediately after its publication 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 13<sup>th</sup> day of September, 2011, 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 27<sup>th</sup> day of September, 2011, with all members present voting "aye" for passage of the same.

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

ATTEST:

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

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER TWO OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "ALCOHOLIC BEVERAGES," BY AMENDING SECTION 2-7 TO RENAME IT "POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES PROHIBITED IN CITY PARKS; EXCEPTIONS"; REPEALING SECTION 2-8 ENTITLED "RESERVATIONS REQUIRED FOR ACTIVITIES INVOLVING ALCOHOL SALES, SERVING AND DELIVERY" IN ITS ENTIRETY WITH SUCH PROVISIONS TO BE RELOCATED TO CHAPTER SIX OF THE CITY CODE; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Council of the City of Big Spring finds it necessary to regulate the locations and circumstances under which alcohol can be served or consumed in City parks;

**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 2 entitled "Alcoholic Beverages", Section 2-7 entitled "Possession and Consumption of Alcoholic Beverages Prohibited in All City Parks; Defenses" is hereby amended and Section 2-8 entitled "Reservations Required for Activities Involving Alcohol Sales, Serving and Delivery" is hereby repealed with such sections to read in their entirety as follows:

**Sec 2-7. Possession and Consumption of Alcoholic Beverages Prohibited in City Parks; Exceptions.**

- (A) Except as otherwise stated in this section, a person commits an offense if he or she consumes an alcoholic beverage as defined in the Texas Alcoholic Beverage Code or possesses an open container that contains an alcoholic beverage while in any public park or along any street or road that is adjacent to a public park.
- (B) Section 2-7(A) shall not apply if:
  - 1. The person is on the premises of Comanche Trail Municipal Golf Course or Moss Creek Lake and is in compliance with all applicable rules for such facility; or
  - 2. If the person is attending an event at one of the following locations, the Texas Alcoholic Beverage Commission has issued approval to sell, serve and deliver alcoholic beverages for the event and the City Manager or his designee has approved a reservation form applicable to that location for the event in accordance with Chapter Six of this Code.

Comanche Trail Municipal Amphitheater  
Dora Roberts Community Convention Center  
Old Settlers Pavilion

**Sec. 2-8. Repealed In Its Entirety.**

**SECTION 2.** THAT the general penalty for violation of the Big Spring Code of Ordinances as set forth in Section 12-5 of such code shall apply to 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 4.** THAT all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

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

**SECTION 6.** THAT this ordinance shall take effect immediately after its publication 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 13<sup>th</sup> day of September, 2011, 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 27<sup>th</sup> day of September, 2011, with all members present voting "aye" for passage of the same.

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Tommy Duncan, Mayor

ATTEST:

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Tami Davis, Assistant City Secretary

**THE CITY OF BIG SPRING  
ZONING BOARD OF ADJUSTMENTS AND APPEALS  
MINUTES OF NOVEMBER 17, 2010**

**THE CITY OF BIG SPRING ZONING BOARD OF ADJUSTMENTS AND APPEALS, HELD A MEETING WEDNESDAY, NOVEMBER 17, 2010 AT 5:30 PM IN THE CITY COUNCIL CHAMBERS, LOCATED AT 307 E 4<sup>TH</sup> ST.**

**THE FOLLOWING MEMBERS WERE PRESENT:**

Burr Lea Settles  
Kenneth Johnson  
David Baird  
Steve Herron  
Libby Uribe  
Henry Franco

**MEMBERS ABSENT:**

Drew Mouton

**OTHERS PRESENT:**

Chad Averette-Code Enforcement Supervisor  
Leslie Whitten-Administrative Assistant  
John Medina  
Tommy Tyler

**CALL TO ORDER:**

Steve Herron called the meeting to order @ 5:30 PM.

**APPROVAL OF MINUTES OF June 16, 2010:**

David Baird made motion to approve minutes, Burr Lea Settles 2<sup>nd</sup> motion.  
All members present voted "Aye", none opposed. Motion carried.

**Tommy Tyler**, 1603 Sycamore, is requesting a variance for a front yard setback for a carport. Mr. Averette stated that 28 letters were sent out, 3 no objections, 0 objections and no returned letters.

After a little bit of discussion to ascertain that Mr. Tyler doesn't have any other options to be able to put his carport. (No access into the back yard, and not enough room on either side of the house for the carport to go.) Mr. Averette stated that the City of Big Spring doesn't have a problem with the variance, Ken Johnson made motion to approve. David Baird 2<sup>nd</sup> the motion.

All members present voted "Aye", none opposed. Motion carried.

**John Medina**, 605 Elgin, is requesting a variance for a side yard setback for a carport. Mr. Averette stated that 27 letters were sent out, 0 no objection, 0 objections and no returned letters. After a little bit of discussion to confirm that the water runoff was going to be guttered & not cause a problem for the neighbor, Ken Johnson made motion to approve. Burr Lea Settles 2<sup>nd</sup> the motion. All members present voted "Aye", none opposed. Motion carried.

**OTHER BUSINESS:**

Steve Herron asked Mr. Averette to make sure that we discuss with the City Attorney a way ensure that we can enforce a fine for work started before a permit is pulled.

**ADJOURNMENT:**

Ken Johnson made motion to adjourn. David Baird 2<sup>nd</sup> motion. All members present voted "Aye". None opposed. Meeting Adjourned.

**CHAIRMAN'S SIGNATURE**

Steve Herron

**ADMIN ASSISTANT SIGNATURE**

Leslie Whitten

**City of Big Spring**  
**Big Spring McMahon-Wrinkle Airport and Industrial Park**  
**Development Board Meeting Minutes**  
**August 18, 2011**

The Big Spring Airport and Industrial Park Development Board met in Regular Session at 5:30 p.m., Thursday, August 18, 2011 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Marc Marchesseault called the meeting to order at 5:30 p.m. with the following members in attendance:

Marc Marchesseault	Paschal Odom
Ned Crandall	Bobby McDonald
Wayne Dawson	Jan Hansen

Absent: Jim DeVille

Also in attendance: Jim Little, Airport Director

**Item # 1**

**Call to Order**

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

**Item # 2**

**Review and approve minutes from July 21, 2011 meeting**

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

**Item # 3**

**Big Spring Economic Development Corporation Update**

Terry Wegman was unavailable for update, but Jim gave a brief commentary on activities. The railroad spur maintenance activity has been approved by City Council, so that the interested company can improve the spur to get it back to usable condition. They will be working with Western Container to allow them use of the spur. Improvements to the spur will be at the venture company's cost, not the City's.

**Item # 4**

**Texas Aircraft Maintenance Center**

Jim stated that Len is still working on the project but has quite a bit going on at this time, and the process is taking longer than initially expected. We hope to have the contract redone in the near future to include accommodations for the kitchen and café facility.

**Item # 5**

**Airport Terminal Ramp Upgrade Project, Status**

Jim updated the board stating that the consulting firm which will be doing the design and engineering work on the project has been selected. The design work is now in progress and is going quite well. Possible issues that may affect the design and construction are the lack of building elevation and proper drainage, and the ability to do a milling of the existing pavement and then completely redo it. Cement is not practical and layering more asphalt would create additional elevation and drainage problems. The area had been crack sealed and seal coated a couple of years ago but it has not held up as well as had been expected.

**Item # 6**

**Airport Director's Update**

Jim mentioned the Airpark budget meeting where the City Finance department gave us their initial approval. The budgeted requests this year included a few pieces of equipment, such as a tractor mounted broom sweeper, and a cutting attachment for chopping down the increasing growth of mesquite trees along the rail spur. Another item we requested approval on is the Fuel Tank Farm Upgrade. We should know the outcome of approvals by the end of this FY. The proposed location for the new fuel farm would be south of the Corporate Hangar and would not include self-serve capability initially but may work into that in the future. We still have a contract with the Forest Service but the aircraft are stationed elsewhere for now. Hangar 25 updates include the painting of the signage on the west side of the hangar. The roof repairs should begin in the upcoming week and will be paid for out of the TxDOT R.A.M.P. Matching Grant. The compost area is no longer an active facility and we are installing a gate on the access road. The closure has not caused any significant issues. The road that runs in front of the Flightline Prison Unit has been seal coated and there has been an increase of confusion as to which side of the road should be driven on, but once the delineators are installed, it should alleviate that confusion. There are still some issues with people throwing items of contraband over the prison fences at Flightline, Cedar Hill, and the Federal Prison. For Show & Tell, the board viewed photos of the Hang Gliding activity. The 2011 U.S. Nationals Hang Gliding Competition has been going on since August 14<sup>th</sup> and will continue through the 20<sup>th</sup>. Upcoming events include the Webb AFB Reunion on October 7<sup>th</sup> through the 9<sup>th</sup>. Webb Reunion planning is going smoothly. We recently received an unexpected opportunity for the CAF Airsho chalet rental, and we are getting more feedback on the anticipated number of attendees.

**Item # 9**

**Leased Building Issues**

Jim stated that the hangar that American Limestone is vacating will be rented by another tenant. The clean out of limestone is still ongoing.

**Item # 10**

**Airport Safety Committee Report**

Wayne Dawson mentioned that we will be having a Pilot's Safety Meeting at 7:00 pm, immediately following today's Board Meeting. Speaker will be Michael Harvey from the Midland Airport. The next Newsletter should go out in October. The board discussed getting Jarle Boe from the US Flight Academy to contribute to the Safety Committee activity and the Newsletter if possible.

**Item # 11**

**Other Events & Activities**

The board discussed the anticipated use of the North Hangar for the benefit dinner in October and related use issues with Len Hobbs and his proposed business. Bobby mentioned a lack of availability of buildings and different uses by private tenants.

**Item # 12**

**Board Member Updates**

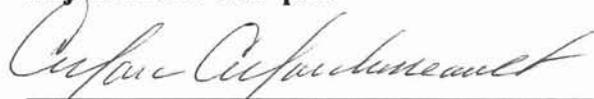
There are no updates at this time.

**Item # 13**

**Next Meeting Date**

September 15, 2011

**Adjournment: 6:05 p.m.**



Approved by Marc Marchesseault, Chairman



Date Approved

**Convention and Visitors Bureau Committee  
Minutes from Wednesday, August 3, 2011  
City Council Chambers**

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*Present:* Gloria McDonald, Troy Tompkins, Peggy Walker, Marcus Fernandez,  
Jay Patel, Jan Foresyth, Debbie Wegman, Devoun Blount  
*Absent:* Gary Fuqua  
*Guests:* Ramon Holguin, Christy Brorman, Allan Johnson - Downtown Revitalization  
Association; George Bancroft,

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

**Approval of minutes**

The minutes from the meeting of July 6, 2011 were reviewed. Motion was made by Peggy Walker to approve the minutes as written. Motion was seconded by Jan Foresyth and passed unanimously.

**Discussion of Follow-up Reports**

- a. Funtastic Fourth Festival: The follow up report was presented to the committee by Allan Johnson for the Downtown Revitalization Association. Mr. Johnson stated that this was the best year so far for the festival. There were more than 139 vendors at the festival. This year the DRA did not charge a fee for the vendors in order to attract more vendors to the festival. Mr. Johnson stated that most of the vendors were pleased with the business they had and wanted to come back. Mr. Johnson also stated that having such a high caliber artist like Mark McKinney helped with the festival attendance and they hope to bring him or someone else of his caliber to the festival next year. The Big Spring film society screening also attracted many spectators and helped with attendance at the festival. The CVB committee advised Mr. Johnson of the importance of pursuing more donations and sponsorship for next year's event so less CVB funds would be needed.
  
- b. Hangar 25 Reimbursement : Debbie Wegman stated that the planning meeting for a World War II reenactment did not take place therefore the museum returned the funds to the committee.

**Other**

- a. Presentation by George Bancroft : Mr. Bancroft presented an advertising opportunity to the Convention and Visitors Bureau. He has a radio show and looks forward to expanding in all of Texas and do interviews with various artists from Texas. Mr. Bancroft wants to include a radio ad that will showcase the events going on in Big Spring and hopefully attract visitors to the area. The ads will be 60 seconds in length and will air twice a week. There would be a \$250 fee per quarter for the ads. Motion was made by Troy Tompkins to approve the request for \$250 per quarter along with an acceptable contract to the City of Big Spring, and constant communication with the Convention and Visitors Bureau to ensure accuracy of the events advertised. Motion was seconded by Jan Foresyth and was passed unanimously.

- b. Update on the Water Tower Poinsettia Project: Bobby McDonald made the presentation to the committee. Many of the lights on the permanent poinsettia display at the water tower are not working or are faded and need to be replaced. He also would like to relocate the poinsettia for maximum view from Interstate 20. The billboard lights are also out and need to be replaced and repositioned. Mr. McDonald has found some LED lights that would last longer than the regular Christmas lights and also conserve energy. He is requesting funds for the lights and also for maintenance of the billboard. The committee stated that they are committed to keeping the display and since it is representing Big Spring, it needs to be in good working condition. Mr. McDonald also suggested replacing the billboard sign due to the darkness of the picture, which is not easily visible to the traffic from Interstate 20. The committee agreed that a new picture should be placed on the billboard and asked that the Convention and Visitors Bureau to research the possibilities. Motion was made by Peggy Walker to approve the ordering of the LED lights and all maintenance of the poinsettia and the replacement of billboard lights up to \$1,500.00. Motion was seconded by Marcus Fernandez and passed unanimously.

**Financials** April financials were provided to the committee for review.

**CVB Coordinator Report**

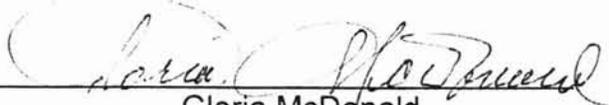
- a. Under West Texas Skies: There were about 500 in attendance for the event that was in conjunction with the Big Spring Film Society's screening of Ghostbusters. It was a great event and was very successful.
- b. Debbie Wegman notified the committee of the Texas Plains Trail Region Conference in Post, Texas that she would be attending on August 15-16, 2011. She also informed that she was working on getting a bid proposal ready to have the conference at the Settles Hotel in 2012.
- c. The National Competition for the Hang Gliders will take place in Big Spring August 14-20, 2011 at McMahon Wrinkle Airport.
- d. Comanche Warrior Triathlon is still in the planning stages and will take place on September 10, 2011 at Comanche Trial Park.

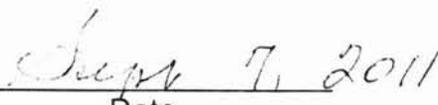
**Members Comments**

- a. The committee addressed that the Lighted Poinsettia Capital emblem needs to be added to the Convention and Visitors Bureau website.
- b. Gloria McDonald asked that CVB consider purchasing some land near Lamesa that would be a great place for a billboard to advertise Big Spring. Mrs. McDonald stated that more information would be provided at the next CVB meeting.

Next meeting is scheduled for September 7, 2011

Meeting was adjourned at 4:56p.m.

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

  
\_\_\_\_\_  
Date

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

AUGUST 10, 2011

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The Board of Directors of the Howard County Appraisal District (HCAD) met for their called Meeting on August 10, 2011 at 5:15 pm. Directors present were Donnie Baker, Kathy Sayles, Donnie Reid, Dale Humphreys and Tim Blackshear. Brett McKibben and Shane Schaffner represented the HCAD. Legal council present was Drew Mouton.

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

No one was registered for public comments.

The minutes for July 6, 2011, were reviewed and approved on a motion from Kathy Sayles with a second from Tim Blackshear. Motion carried 5 to 0.

The bills were inspected and reviewed. Tim Blackshear made a motion to approve the bills, Dale Humphreys seconded the motion. Motion carried 5 to 0.

The financial reports were reviewed and approved on a motion from Donnie Reid, with a second from Kathy Sayles. Motion carried 5 to 0.

There were no travel expenses to be reviewed.

Chairman Baker stated that the Board would retire into Executive Session with the Districts attorney, to discuss anticipated litigation with Alon. The time was 5:20 pm.

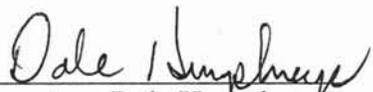
At 5:40 pm the Board reconvened to open session. No action was taken.

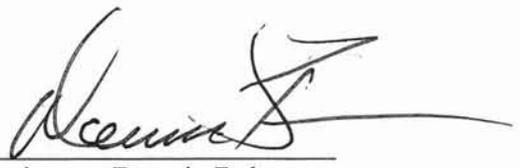
The final 2012 budget workshop was opened at 5:41 pm and the budget was discussed and closed at 5:50 pm.

The public hearing on the 2012 budget was opened. Dale Humphreys made a motion to approve the 2012 budget of \$1,312,819.00. Donnie Reid seconded the motion. Motion carried 5 to 0.

The policies were tabled.

With no other business to discuss the meeting adjourned at 5:43 pm.

  
Secretary, Dale Hurphreys

  
Chairman, Donnie Baker

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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, 2011 AND ENDING SEPTEMBER 30, 2012

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, 2011 and ending September 30, 2012; 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, 2010, and ending September 30, 2011, 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, 2011 and terminating September 30, 2012.

SECTION TWO: That the annual budget of the City of Big Spring, Texas for the fiscal year commencing October 1, 2011, and ending September 30, 2012 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 13<sup>th</sup> day of September, 2011, with Councilmembers Ramirez, Carrigan, Duncan, McDonald, Olson and Hansen voting “aye” for the passage of same. Councilmember Fernandez, being opposed, voting “nay” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 27<sup>th</sup> day of September, 2010, with Councilmembers Ramirez, Carrigan, Duncan, McDonald, Olson and Hansen voting “aye” for the passage of same. Councilmember Fernandez, being opposed, voting “nay” for the passage of same.

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Tommy Duncan, Mayor

ATTEST:

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Tami L. Davis, Assistant City Secretary

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 16, ARTICLE 3 ENTITLED "UTILITY SERVICE CHARGES" BY AMENDING SECTION 16-70 ENTITLED "CHARGES FOR WATER RATES;" ESTABLISHING CHARGES FOR WATER SERVICES FOR 2011-12; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS DISCUSSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council recognizes the need to pass through to its utility customers the increase in the cost of purchasing raw water; and

WHEREAS, implementation of Stage III of the City's Drought Contingency Plan in Fiscal Year 2010-11 has underscored the necessity of water conservation, and the need for a tiered usage rate;

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

**Section 1.** CHAPTER 16, Article 3 of the Big Spring City Code is hereby amended by replacing Section 16.70 in its entirety as follows:

**Sec. 16.70. Charges for water rates**

All persons supplied with water by the City, unless otherwise stipulated under separate contract, shall be billed for water service at the following monthly rates:

(A)	Meter Size	Base Rate
	5/8"	\$ 30.00
	1"	35.00
	2"	40.00
	3"	90.00
	4"	115.00
	6"	165.00
	8"	215.00
	10"	265.00
	12"	315.00

Any size meter at locations serving multiple users, such as apartment complexes and mobile home parks, shall be billed at the 5/8" meter size rate multiplied by the number of units being served by the single meter.

(B) Usage Rate Table:

**Inside city limits – Residential**

0-10,000 gallons	\$3.00 per thousand gallons
11,000-20,000 gallons	3.50 per thousand gallons
21,000-50,000 gallons	3.75 per thousand gallons
>50,000 gallons	4.00 per thousand gallons

**Inside city limits – Commercial**

0-50,000 gallons	\$3.00 per thousand gallons
51,000-100,000 gallons	3.25 per thousand gallons
>100,000 gallons	3.50 per thousand gallons

**Outside city limits – Residential**

0-10,000 gallons	\$6.00 per thousand gallons
11,000-20,000 gallons	7.00 per thousand gallons
21,000-50,000 gallons	7.50 per thousand gallons
>50,000 gallons	8.00 per thousand gallons

**Outside city limits – Commercial**

0-50,000 gallons	\$6.00 per thousand gallons
51,000-100,000 gallons	6.50 per thousand gallons
>100,000 gallons	7.00 per thousand gallons

(C) Standby fire sprinkler service.

(1) There shall be a monthly standby fire sprinkler service charge assessed as follows:

- (a) Inside city limits: \$15.00 base plus \$1.50 per inch of sprinkler supply pipe diameter.
- (b) Outside city limits: \$30.00 base plus \$3.00 per inch of sprinkler supply pipe diameter.

(D) Multi-family dwellings (four-plex or larger), apartment complexes and mobile home parks with more than ten (10) spaces shall be permitted to have a master meter and shall be assessed at the 5/8" meter base rate for each unit on the meter. A mobile home park with less than ten (10) spaces shall provide a separate meter for each space.

(E) Multi-family dwellings (four-plex or larger), mobile home parks with more than ten (10) spaces or apartment complexes on a single meter shall be given a five percent (5%) vacancy allowance against the total number of dwelling units or spaces in computing the total number of spaces or dwelling units for which a base rate charge is due. Monthly consumption for all multiple user dwellings, as defined in (D) above, shall be computed by dividing total usage by the number of units to be billed to determine average usage for each unit. The consumption charge for the average usage for each unit will then be calculated according to the usage rate table in Section (B), and the total charge for each unit will then be multiplied by the number of units to be billed.

(F) The City Manager or his representative has the authority to grant a vacancy allowance greater than authorized by Section (E) upon presentation of records and documents by the owners or operators which verify claims of a higher vacancy rate. The vacancy rate granted by the City Manager or his representative shall not exceed the rate which is verified by said records and documents. The City Manager or his representative shall have the right to review said vacancy allowance at any time and revise same.

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

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

**Section 4.** It is officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 13<sup>th</sup> day of September, 2011, with Councilmembers Carrigan, Duncan, McDonald, Olson and Hansen voting “aye” for passage of same. Councilmembers Fernandez and Ramirez, being opposed, voting “nay” for passage of same. Motion passed five to two.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 27<sup>th</sup> day of September, 2011, with Councilmembers Carrigan, Duncan, McDonald, Olson and Hansen voting “aye” for passage of same. Councilmembers Fernandez and Ramirez, being opposed, voting “nay” for passage of same. Motion passed five to two.

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

ATTEST:

\_\_\_\_\_  
Peggy S. Walker, City Secretary

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING AMENDING THE BIG SPRING CODE OF ORDINANCES BY AMENDING CHAPTER 6, ARTICLE 7 ENTITLED "COMANCHE TRAIL GOLF COURSE;" AMENDING FEES; REPEALING ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION 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 to read in its entirety as follows:

**Article 7. Comanche Trail Golf Course.**

**Sec 6-146. Golf Course Fees.**

The following fees shall be paid for the use of the Municipal Golf Course:

**(A) Daily Green Fees:**

Week Day	\$18.00
Week Day - Senior Citizen (65 or older)	\$16.00
Week Day - Junior golfer (17 or younger)	\$13.00
Weekend and Holiday	\$22.00

Twilight Discount - A 50% discount shall apply to all daily green fees if play starts after designated times. During daylight-saving time (Second Sunday of March - Second Sunday of November) the twilight discount will be available to golfers who begin play at 4:00 p.m. or later. During any period other than daylight-saving time, the twilight discount will begin at 3:00 p.m.

**(B) Annual Green Fees:**

All annual green fees for the golf course will run for the period of April 1<sup>st</sup> through March 31<sup>st</sup> of each year. Individuals or families desiring to purchase annual green fees must do so prior to April 10<sup>th</sup> of each year. No annual green fees shall be sold after this date save and except initial applications for annual membership after April 10<sup>th</sup>, which may be prorated for the months remaining in the annual membership.

Individual - Unlimited Play	\$625.00
Individual - Limited Play Senior (65 or older)	\$475.00
Individual - Limited Play Junior (17 or younger)	\$150.00
Family - Unlimited Play	\$850.00
Family - Limited Senior (65 or older)	\$600.00

Unlimited Play means that a golfer can play on the course anytime it is open for business. However, the golfer must schedule a tee time before he/she can play the course. Additionally, when tournaments are scheduled, the course is not considered open for business.

Limited Play means that a golfer is not allowed to play on weekends or holidays unless they pay the applicable daily green fees and have a scheduled tee time.

Family Play is a family membership defined as two members of a family **living in the same household**.

**(C) Shed Fees:**

Annual cart shed rental	\$540.00
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1. All golf cart sheds shall be rented on an annual basis only. The rental period will be in effect from October 1st through September 30<sup>th</sup> of each year. Cart shed rental fees become delinquent on October 10th.
2. All cart shed renters must have a current annual membership and a current annual trail fee in the cart shed renter's name.

**(D) Cart Trail Fees:**

There shall be a privilege fee assessed for the use of private carts on Comanche Trail Municipal Golf Course. This amount is payable by either an annual or daily fee. The annual private cart privilege fee shall be in effect from April 1<sup>st</sup> through March 31<sup>st</sup> of each year. Private cart privilege fees shall be delinquent on April 10<sup>th</sup>. The carts provided by the golf superintendent are exempt from the provisions of this subsection regarding the payment of privilege fees.

Annual private cart fee	\$250.00
(Must have a current annual green fees card)	
Daily private cart fee	\$15.00

**(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 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 dollars, with said balance required to be available to cover any future operating deficit.

**(F) Miscellaneous:**

1. City of Big Spring employees and retirees green fees shall be \$165.00 annually. This fee will allow the employee or retiree and one designated family member living in the same household to play the course.
2. The golf superintendent's family members, golf course employees and up to two (2) of the golf superintendent's paid staff are not subject to being charged green fees.
3. The City Manager may grant reciprocal course courtesy agreements to visiting golf professionals and/or superintendents.

**(G) Driving Range Fees:**

The driving range fees shall be as follows:

Large Bucket of Range Balls (around 75 balls)	\$5.00
Small Bucket of Range Balls (around 45 balls)	\$3.00

A deposit will be required prior to receipt of bucket of range balls. The deposit is refundable upon return of the bucket to the golf course pro shop.

Deposit	\$2.00
Annual Driving Range Fee	\$250.00

(This is for 12 months of unlimited usage of the driving range along with an unlimited supply of driving range balls with the provision that all balls and buckets will remain the property of the City of Big Spring Golf Course.)

**Sec. 6-147. Tournaments.**

There shall be four (4) tournaments allowed each fiscal year at the Comanche Trail Golf Course. Two (2) of these tournaments will not require the payment of green fees and/or trail fees and the remaining two (2) will require the remittance of \$250.00 per day. These shall be:

1. City Championship	no fee
2. Best of the Rest	\$250/day
3. Big Spring Chicano Association Scholarship Tournament	\$250/day
4. Permian Basin Ladies' Golf Association	no fee (Weekday play)

The City Manager or his designee may consider and approve any additional tournaments for bonafide charitable causes and shall have the authority to set fees and conditions for such tournament except that there shall be a minimum fee of \$250.00 for course use.

**Sec. 6-148. Golf Cart Rules and Fees.**

- (A) All golf cart sheds shall only be leased to one person; however, a person's spouse may be included on the lease.
- (B) No golf cart shed lease may be assigned, sublet or sold.
- (C) A waiting list will be established in the Golf Managers Office with a copy submitted to the Assistant City Manager's office in which vacancies for golf cart sheds will be filled. Unless a person's name is on the list it will not be considered for future vacancies. It is the potential lessee's responsibility to provide current information on how to contact them if a vacancy occurs and failure to provide such information will cause their name to be removed from the list.
- (D) Private carts may not be used by any other person except the lessee's immediate family members (i.e. spouse and children).
- (E) A first violation of sub-section (D) will result in a penalty in the amount of the current cart rental rate. Any subsequent violation(s) or failure to pay any cart fees or penalties will result in the person being barred from playing golf at the Comanche Trail golf Course for a period of two (2) months.
- (F) Rental fees of golf carts to play within Comanche Trail Golf Course will be as follows:
 

1 cart for 9 holes of play	\$12.50
1 cart for 18 holes of play	\$25.00

**Sec. 6-149 to 6-155. Reserve**

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

**SECTION 5.** 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 13<sup>th</sup> day of September, 2011 with Councilmembers Fernandez, Carrigan, Duncan, McDonald, Olson, and Hansen voting "aye" for the passage of same. Councilmember Ramirez being opposed, voting "nay" for the passage of same. Motion passes six to one.

**PASSED AND APPROVED** on second reading at a regular meeting of the City Council on the 13<sup>th</sup> day of September, 2011 with Councilmembers Fernandez, Carrigan, Duncan, McDonald, Olson, and Hansen voting "aye" for the passage of same. Councilmember Ramirez being opposed, voting "nay" for the passage of same. Motion passes six to one.

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Tommy Duncan, Mayor

ATTEST:

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Tami Davis, Asst. City Secretary

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

**To:** Honorable Mayor, City Council, City Manager  
**From:** Paul Sotelo, Purchasing Agent  
**Date:** September 27, 2011  
**Subject:** Request for Bid Award for Aluminum Sulfate

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On Tuesday, September 6, 2011, the City of Big Spring accepted sealed bids for **Aluminum Sulfate (Alum)** for the Water Treatment Plant. We received bids from four (4) vendors. A bid tabulation sheet has been prepared and is attached to this memo for your consideration in making your award.

**Recommendation:** The staff recommends that the bid be awarded to General Chemical, Corp. of Parsippany, New Jersey for the amount of \$126,500.00.

**Note:** Last year's bid was \$127,750.00, which represents a 1% decrease for FY 2011-12.

**Aluminum Sulfate (Alum)**

Bid Tabulations

Bid # 12-001

September 6, 2011

**Received:** 2:00 p.m., Tuesday, September 6, 2011

**Contacts:** Five (5) Vendors

**Responses:** Four (4)

**Requested:** Five hundred (500) tons (dry ton basis)

<b>VENDOR</b>	<b>Base Bid</b>
<b>Chameleon Industries</b> PO Box 853027 Mesquite, TX 75185-3027	\$258.75 per dry ton Total of \$129,375.00
<b>Altivia</b> 1100 Louisiana Suite 3160 Houston, TX 77002	\$482.00 per dry ton Total of \$241,000.00
<b>General Chemical Corp.</b> 90 East Halsey Rd Parsippany NJ 07054-0395	\$253.00 per dry ton Total of \$126,500.00
<b>GEO Specialty Chemicals</b> 9213 Arch Street Pike Little Rock, AR 72206	\$560.64 per dry ton Total of \$280,320.00
<b>Kemira Water Solutions, Inc.</b> 3211 Clinton Parkway Court Lawrence, KS 66047	No bid

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

**To:** Honorable Mayor, City Council, City Manager  
**From:** Paul Sotelo, Purchasing Agent  
**Date:** September 27, 2011  
**Subject:** Request for Bid Award for Anhydrous Ammonia

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On Tuesday, September 6, 2011, the City of Big Spring accepted sealed bids for **Anhydrous Ammonia** for the Water Treatment Plant. We received bids from two (2) vendors. A bid tabulation sheet has been prepared and is attached to this memo for your consideration in making your award.

**Recommendation:** The staff recommends that the bid be awarded to Airgas of Lawrenceville, GA for the amount of \$39,200.00.

**Note:** Last year's bid was \$42,000.00, which represents a 6.7% decrease for 2011-12.

**Anhydrous Ammonia**  
Bid Tabulations  
Bid # 12-002  
September 6, 2011

**Received:** 2:00 p.m., Tuesday, September 6, 2011

**Contacts:** Five (5) vendors

**Responses:** Two (2)

**Requested:** 20 tons

<b>VENDOR</b>	<b>Base Bid</b>
<b>DPC Industries Inc.</b> PO Box 158 Sweetwater, TX 79556	\$1.14 per pound Total of \$45,600.00
<b>Chameleon Industries</b> PO Box 853027 Mesquite, TX 75185-3027	No Response
<b>Altivia</b> 1100 Louisiana Suite 3160 Houston, TX 77002	No Response
<b>General Chemical Corp.</b> 90 East Halsey Rd Parsippany NJ 07054-0395	No Response
<b>Airgas</b> 2530 Sever Road, Suite 300 Lawrenceville, GA 30043	\$.98 per pound Total of \$39,200.00

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

**To:** Honorable Mayor, City Council, City Manager  
**From:** Paul Sotelo, Purchasing Agent  
**Date:** September 27, 2011  
**Subject:** Request for Bid Award for Liquid Chlorine

---

On Tuesday, September 6, 2011, the City of Big Spring accepted sealed bids for **Liquid Chlorine** for the Water Treatment Plant. We received a bid from one (1) vendor. A bid tabulation sheet has been prepared and is attached to this memo for your consideration in making your award.

**Recommendation:** The staff recommends that the bid be awarded to DPC Industries, Inc. of Sweetwater, Texas for the amount of \$96,035.00.

**Note:** Last year's bid was \$93,435.00, which represents a 2.8% increase for 2011-12.

**Liquid Chlorine**  
Bid Tabulations  
Bid # 12-003  
September 6, 2011

**Received:** 2:00 p.m., Tuesday, September 6, 2011

**Contacts:** Four (4) Vendors

**Responses:** One (1)

**Requested:** (130) One Ton Cylinders & (25) 150 lb. Cylinders

<b>VENDOR</b>	<b>Base Bid</b>
<b>DPC Industries Inc.</b> PO Box 158 Sweetwater, TX 79556	\$712.00 per 1 ton cylinder for total a total of \$92,560.00 \$139.00 per 150 lb. cylinder for a total of \$3,475.00 Grand Total of \$96,035.00
<b>Chameleon Industries</b> PO Box 853027 Mesquite, TX 75185-3027	No Response
<b>Altivia</b> 1100 Louisiana, Suite 3160 Houston, TX 77002	No Response
<b>GEO Specialty Chemicals</b> 9213 Arch Street Pike Little Rock, AR 72206	No Bid

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

**To:** Honorable Mayor, City Council, City Manager  
**From:** Paul Sotelo, Purchasing Agent  
**Date:** September 27, 2011  
**Subject:** Request for Bid Award for Polymer

---

On Tuesday, September 6, 2011, the City of Big Spring accepted sealed bids for **Polymer** for the Water Treatment Plant and Wastewater Treatment Plant. We received a bid from one (1) vendor. A bid tabulation sheet has been prepared and is attached to this memo for your consideration in making your award.

**Recommendation:** The staff recommends that the bid be awarded to Polydyne, Inc. of Riceboro, Georgia for the amount of \$35,400.00.

**Note:** Last year's bid was \$27,600.00, which represents a 28% increase for 2011-12.

**Polymer**  
Bid Tabulations  
Bid # 12-004  
September 6, 2011

**Received:** 2:00 p.m., Tuesday, September 6, 2011

**Contacts:** Three (3) Vendors

**Responses:** Two (2)

**Requested:** thirty thousand (30,000) lbs. in fifty-five (55) gal. drums

<b>VENDOR</b>	<b>Base Bid</b>
<b>Polydyne Inc.</b> One Chemical Plant Road Riceboro, GA 31323	\$1.180 per pound Total of \$35,400.00
<b>DPC Industries Inc.</b> PO Box 158 Sweetwater, TX 79556	No Response
<b>Altivia</b> 1100 Louisiana Suite 3160 Houston, TX 77002	No Response
<b>Kemira Water Solutions, Inc.</b> 3211 Clinton Parkway Court Lawrence, KS 66047	No Bid

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

**To:** Honorable Mayor, City Council, City Manager  
**From:** Paul Sotelo, Purchasing Agent  
**Date:** September 27, 2011  
**Subject:** Request for Bid Award for Sulfur Dioxide

---

On Tuesday, September 6, 2011, the City of Big Spring accepted sealed bids for **Sulfur Dioxide** for the Water Treatment Plant. We received a bid from one (1) vendor. A bid tabulation sheet has been prepared and is attached to this memo for your consideration in making your award.

**Recommendation:** The staff recommends that the bid be awarded to DPC Industries, Inc. of Sweetwater, Texas for the amount of \$25,950.00.

**Note:** Last year, the cost was \$25,650.00, which is a 1.2% increase for 2011-12.

**Sulfur Dioxide**  
Bid Tabulations  
Bid # 12-005  
September 6, 2011

**Received:** 2:00 p.m., Tuesday, September 6, 2011

**Contacts:** Three ( 3) Vendors

**Responses:** One (1)

**Requested:** Thirty (30) tons

<b>VENDOR</b>	<b>Base Bid</b>
<b>DPC Industries Inc..</b> PO Box 158 Sweetwater, TX 79556	\$865.00 per ton Total of \$25,950.00
<b>Altivia</b> 1100 Louisiana, Suite 3160 Houston, TX 77002	No Response
<b>GEO Specialty Chemicals</b> 9213 Arch Street Pike Little Rock, AR 72206	No Bid

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

**To:** Honorable Mayor, City Council, City Manager  
**From:** Paul Sotelo, Purchasing Agent  
**Date:** September 27, 2011  
**Subject:** Request for Bid Award for Sodium Hydroxide

---

On Tuesday, September 6, 2011, the City of Big Spring accepted sealed bids for **Sodium Hydroxide** for the Water Treatment Plant. We received a bid from one (1) vendor. A bid tabulation sheet has been prepared and is attached to this memo for your consideration in making your award.

**Recommendation:** The staff recommends that the bid be awarded to Hydro-Plus, Inc. of Abilene, Texas for the amount of \$185,000.00.

**Note:** Last year's bid was \$141,250.00, which represents a 31 % increase for 2011-12.

**Sodium Hydroxide (Caustic Solution) 50%**

Bid Tabulations

Bid # 12-006

September 6, 2011

**Received:** 2 p.m., Tuesday, September 6, 2011

**Contacts:** Three (3) Vendors

**Responses:** One (1)

**Requesting:** Two-hundred fifty (250) tons (dry ton basis)

<b>Vendor</b>	<b>Base Bid</b>
<b>DPC Industries</b> PO Box 158 8 Place Industrial Drive Sweetwater, TX 79556	No Response
<b>Chameleon Industries Inc.</b> PO Box 853027 Mesquite, TX 75185-3027	No Response
<b>Hydro-Plus Inc.</b> PO Box 5191 Abilene, TX 79608	\$740.00 per ton Total of \$185,000.00

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

**To:** Honorable Mayor, City Council, City Manager  
**From:** Paul Sotelo, Purchasing Agent  
**Date:** September 27, 2011  
**Subject:** Request for Bid Award for Fleet Fueling Services

---

On Tuesday, September 6, 2011, the City of Big Spring accepted sealed bids for **Fleet Fueling Services** for City Vehicles. We received bids from two (2) vendors. A bid tabulation sheet has been prepared and is attached to this memo for your consideration in making your award.

**Recommendation:** The staff recommends that the bid be awarded to Parks Fuels Inc. of Big Spring, Texas. The bids were \$.08 over rack for unleaded and \$.08 over rack for diesel.

**Note:** Last year's bid was \$.08 over rack for both unleaded and diesel, which represents no change in the bid.

**Fleet Fueling Services**  
Bid Tabulations  
Bid #12-007  
September 6, 2011

**Received:** 2:00 p.m., Tuesday, September 6, 2011

**Contacts:** Three (3) Vendors

**Responses:** Two (2)

**Requested:** Unleaded and Diesel Fueling Services for City Vehicles - One Year Contract

<b>VENDOR</b>	<b>Base Bid</b>
<b>Parks Fuels Inc.</b> 303 E. 1st Street Big Spring, TX 79720	\$.08 over rack for unleaded \$.08 over rack for diesel
<b>Alon U.S.A.</b> 200 Refinery Road Big Spring, TX 79720	No Response
<b>SC Fuels</b> 2406 W. Wall Midland, TX 79701	\$.35 over rack for unleaded \$.35 over rack for diesel

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

**To:** Honorable Mayor, City Council, City Manager  
**From:** Paul Sotelo, Purchasing Agent  
**Date:** September 27, 2011  
**Subject:** Request for Bid Award for Lube and Oil Change Services

---

On Tuesday, September 6, 2011 the City of Big Spring accepted sealed bids for **Lube and Oil Change Services** for City of Big Spring fleet vehicles. We received bids from two (2) vendors. A bid tabulation sheet has been prepared and is attached to this memo for your consideration in making your award.

**Recommendation:** The staff recommends that the bid be awarded to Avis Lube Center #105 of Big Spring, Texas, for \$35.69 for 5 qt. capacity vehicles, \$39.51 for 6 qt. capacity vehicles, and \$3.82 for additional quarts of oil.

**Lube and Oil Change Services**

Bid Tabulations

Bid #12-011

September 6, 2010

**Received:** 2:00 p.m., Tuesday, September 6, 2011

**Contacts:** Three (3) Vendors

**Responses:** One (1)

**Requesting:** Lube and Oil Change Services

<b>VENDOR</b>	<b>Base Bid</b>
<b>Avis Lube Center #105</b> 410 E. 4th St. Big Spring, TX 79720	\$35.69 for 5 qt. capacity \$39.51 for 6 qt. capacity \$3.82 for additional quarts
<b>Express Care of Big Spring</b> 1602 S. Gregg St. Big Spring, TX 79720	No Response
<b>Wal Mart Tire and Lube Center</b> 201 W. Marcy Drive Big Spring, TX 79720	No Response

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

**To:** Honorable Mayor, City Council, City Manager  
**From:** Paul Sotelo, Purchasing Agent  
**Date:** September 27, 2011  
**Subject:** Request for Bid Award for Radio Tower Maintenance

---

On Tuesday, September 20, 2011 the City of Big Spring accepted sealed bids for **Radio Tower Maintenance** for the City. We received bids from three (3) vendors. A bid tabulation sheet has been prepared and is attached to this memo for your consideration in making your award.

**Recommendation:** The staff recommends that the bid be awarded to Petro Communications of Midland, Texas, for the amount of \$3,000.00.

**Note:** Last year's bid was \$3,900.00, which represents a 23.1% decrease for 2011-12.

**Radio Tower Maintenance**  
Bid Tabulations  
Bid # 12-009  
September 20, 2011

**Received:** 2 p.m. Tuesday, September 20, 2011  
**Contacts:** Five (5) Vendors  
**Responses:** Three (3)  
**Requesting:** Radio Tower Maintenance

<b>Vendor</b>	<b>Base Bid</b>
<b>Basin 2-Way Radio</b> 1808 Scurry Street Big Spring, TX 79720	No Response
<b>Caprock Communications</b> 1202 W. Florida Avenue Midland, TX 79701	\$325.00 per month \$3,900.00 per year
<b>Pro Communications</b> PO Box 61830 Midland, TX 79711	No Response
<b>South Plains Communications</b> 5811 W. 34th Street Lubbock, TX 79407	\$500.00 per month \$6,000.00 per year
<b>Petro Communications</b> 2425 E. US Hwy 80 Midland, TX 79706	\$250.00 per month \$3,000.00 per year

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

**To:** Honorable Mayor, City Council, City Manager  
**From:** Paul Sotelo, Purchasing Agent  
**Date:** September 27, 2011  
**Subject:** Request for Bid Award for City Uniforms

---

On Tuesday, September 6, 2011 the City of Big Spring accepted sealed bids for Uniforms for City of Big Spring employees. We received a bid from one (1) vendor. A bid tabulation sheet has been prepared and is attached to this memo for your consideration in making your award.

**Recommendation:** The staff recommends that the bid be awarded to Unifirst Holdings Corp. of Odessa, Texas, for the amount of \$11,969.95.

**Note:** Last year's bid was \$10,257.90, which represents a 16.7% increase for 2011-12.

**City Uniforms**  
Bid Tabulations  
Bid #12-010  
September 6, 2011

**Received:** 2:00 p.m., Tuesday, September 6, 2011

**Contacts:** Three (3) Vendors

**Responses:** One (1)

**Requesting:** Uniforms for City Employees

<b>VENDOR</b>	<b>Base Bid</b>
<b>Unifirst</b> 1520 S. Crane Ave. Odessa, TX 79763	\$11,969.95
<b>Cintas</b> 2029 S. Loop 250 W. Midland, TX 79703	No Response
<b>Ameripride</b> 1201 S. Jackson Ave. Odessa, TX 79761	No Bid

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

**To:** Honorable Mayor, City Council, City Manager  
**From:** Paul Sotelo, Purchasing Agent  
**Date:** September 27, 2011  
**Subject:** Request for Bid Award for Janitorial Services for Dora Roberts CC

---

On Tuesday, September 6, 2011, the City of Big Spring accepted sealed bids for **Janitorial Services at the Dora Roberts Community Center**. We received bids from two (2) vendors. A bid tabulation sheet has been prepared and is attached to this memo for your consideration in making your award.

**Recommendation:** The staff recommends that the bid be awarded to Diaz Janitorial Service of Big Spring, Texas for the amount of \$5,400.00 for twelve (12) months.

**Note:** Last year's bid was \$6,000.00, which represents a 10% decrease for 2011-12.

**Janitorial Services for Dora Roberts Community Center**

Bid Tabulations

Bid # 12-008

September 6, 2011

**Received:** 2:00 p.m., Tuesday, September 6, 2011

**Contacts:** Four (4) Vendors

**Responses:** Two (2)

**Requesting:** Janitorial services for Dora Roberts Community Center

<b>VENDOR</b>	<b>Base Bid</b>
<b>Professional Janitorial Services</b> PO Box 8616 Midland, TX 79708	\$685.00 per month \$8220.00 for the year
<b>J. Williams Management</b> PO Box 2878 Big Spring, TX 79721-2878	No Response
<b>Diaz Janitorial Service</b> 111 NE 8th Street Big Spring, TX 79720	\$450.00 per month \$5,400 for the year
<b>Bianca's Property Maintenance and Cleaning Service</b> 310 E. 4th Street Big Spring, TX 79720	No Response

RESOLUTION # \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, APPROVING AND ADOPTING NEW DISTRICT BOUNDARIES FOR THE ELECTION OF CITY COUNCIL MEMBERS; AUTHORIZING THE SUBMISSION OF THE NEW BOUNDARIES TO THE UNITED STATES DEPARTMENT OF JUSTICE FOR PRECLEARANCE; PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY

WHEREAS, on the 25<sup>th</sup> day of October, 2011, came on to be considered the issue of periodic redistricting of political boundaries. This City Council has, in due time, given deliberate consideration to the legal issues and governmental duties imposed by state and federal law. In addition, the City Council has previously entered in the minutes, criteria adopted by resolution by which any redistricting plan would be considered. The prior Resolution adopting said criteria is incorporated herein as Exhibit 1.

WHEREAS, the City Council has commissioned and received an Initial Assessment by qualified professionals experienced in the field of redistricting law for the purpose of making a preliminary determination of population distribution between the six City Council districts, and the obligation to comply with "one-person-one-vote" balance as required by applicable state and federal law. This assessment has been filed in the minutes of this city, and is incorporated by reference as Exhibit 2, "Initial Assessment." A finding, based upon this assessment, recognized the legal duty to redraw political boundaries to comply with applicable law, and a copy of this finding is entered into the minutes of this City, by which reference this prior finding is incorporated into this Resolution of the City Council, Exhibit 1, "Resolution Requiring Redistricting."

WHEREAS, after convening in Public Hearing for comment upon any and all proposed plans, and after meeting in open session for the purpose of considering alternatives available to the City for modification of existing political boundaries in a manner designed to achieve both acceptable levels of numerical balance between the six City Council districts, and to protect the voting rights of all residents of the City of Big Spring, Texas, the City Council has determined to adopt the redistricting plan attached to this Resolution in map and data form, Exhibit 3, Proposal \_\_\_\_\_. At a later date, this Council will receive a more complete description of this plan, including a map depiction of all new political boundaries, polling places, and election precinct boundaries. This supplemental resolution will be taken up and considered by the Council after public notice as required by law.

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

SECTION I: That the Redistricting Plan depicted in the map and data attached to this Resolution as Exhibit 3 are hereby approved and adopted by the City Council of the City of Big Spring, Texas.

SECTION II: That, upon final approval of the supplemental data to be provided at a later date, a submission of this plan, along with supporting maps, charts and/or data, will be made to the United States Department of Justice pursuant to Section 5 of the Voting Rights Act of 1964, 42 U.S.C. §1973.

SECTION III: That this Redistricting Plan shall be effective, subject to the Department of Justice preclearance, on January 1, 2012, and for all subsequent elections until changed or modified by later Resolution of this Council. It is expressly understood that implementation of this plan shall not take place until the receipt of preclearance approval by the United States Department of Justice.

SECTION IV: The passage of this resolution constitutes an emergency and an imperative public necessity requiring that the charter provision requiring that ordinances be read at two (2) separate meeting of the City Council be suspended, and said rule is hereby suspended.

PASSED AND APPROVED on emergency reading at a regular meeting of the City Council on the 27<sup>th</sup> day of September, 2011, with all members present voting "aye" for passage of same.

---

Tommy Duncan, Mayor

ATTEST:

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Peggy S. Walker, City Secretary

# Exhibit 1

## Order Requiring City to Redistrict And Adopting Criteria

RESOLUTION NO. 20-2011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, ORDERING THE REDISTRICTING OF POLITICAL BOUNDARIES FOR THE CITY OF BIG SPRING; AND ESTABLISHING AND ADOPTING THE CRITERIA FOR SUCH REDISTRICTING

WHEREAS, the City of Big Spring has previously retained the firm of Allison, Bass & Associates, LLP, of Austin, Texas, to conduct an Initial Assessment of existing political boundaries of the City of Big Spring following the issuance of census data by the United States Census Bureau. Attached to this Resolution as Exhibit "A", and incorporated herein for all purposes by reference, is a copy of the initial assessment conducted by Allison, Bass & Associates, LLP. This assessment is based upon PL94-171 data, as required by federal law, and is further based upon information provided to Allison, Bass & Associates, LLP by the Texas Legislative Council, the Texas Association of Counties and the City of Big Spring, Texas; and

WHEREAS, based upon this information, the City of Big Spring has a total maximum deviation of 25.28%. The term total maximum deviation is determined by dividing the total population of the City of Big Spring by the number of city districts to determine an ideal district size. The actual population of each district is then determined, based upon the official population data contained within the census count, as defined by Public Law 94-171. The actual population of each district is compared to the ideal district size and a range of deviation by percentage is determined. Any total maximum deviation in excess of ten percent (10%) is presumptively unconstitutional under established federal law; and

WHEREAS, as a result of this determination, the City of Big Spring, Texas has a constitutional duty to redistrict its political boundaries to achieve "One-Person-One-Vote" numerical balance between the Council districts at a legally acceptable margin of deviation, and to make such changes as are necessary to comply with the Voting Rights Act and applicable state and federal law;

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

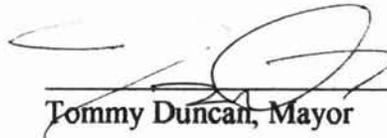
That the City finds that it has a legal duty to redistrict. The public interest will be served by redrawing the existing political boundaries of the City of Big Spring in such a manner as to comply with applicable state and federal law. The City Council of the City of Big Spring hereby enters the following findings of fact and of law:

1. The City of Big Spring has a total maximum deviation, as defined in this resolution, of 25.28%.
2. Any total maximum deviation in excess of ten percent (10%) is presumptively unconstitutional under federal law.

3. The City of Big Spring, acting by and through its City Council, is hereby resolved to immediately undertake such necessary and appropriate action to accomplish redistricting of existing city districts, and any incidental modification of existing, consolidated, or newly created election districts necessary to accomplish such redistricting.
4. The City Council shall henceforth convene in open meetings, duly posted in accordance with the Texas Open Meetings Act, to take up and consider one or more alternative plans for the legal redistricting of the City of Big Spring, using the criteria as presented in Exhibit "B" attached hereto and incorporated herein for all purposes by reference.
5. After due consideration of one or more alternative plans, the City of Big Spring shall adopt a plan deemed to satisfy legal requirements, and which best suits the legitimate governmental needs of the City of Big Spring.
6. Such plan shall, after adoption, be submitted to the United States Department of Justice for review as required by 42 U.S.C. §1973, otherwise known as the Voting Rights Act.
7. Only upon preclearance shall such plan, or a plan subsequently modified to obtain preclearance, be implemented for elections in the year 2012 and thereafter, or until a suitable substitute has been lawfully adopted.

PASSED AND APPROVED on first reading at a special meeting of the City Council on the 15<sup>th</sup> day of June, 2011, 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 28<sup>th</sup> day of June, 2011, with all members present voting "aye" for the passage of same.

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

ATTEST:

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

## EXHIBIT "B"

### CITY OF BIG SPRING REDISTRICTING CRITERIA

The City of Big Spring is legally required to redistrict its political boundaries based on information from the 2010 Census. The City Council of the City of Big Spring does hereby adopt the following criteria for use in the redistricting of all city political boundaries:

1. The plan should insure that all applicable provisions of the United States and Texas Constitutions, the Voting Rights Act, and the Texas Election Code are honored.
2. The plan should address minority representation and, if at all possible in conformity with constitutional standards, avoid retrogression in the percentage of population and voting age demographics consistent with existing minority representation.
3. The plan should preserve minority communities of interest. These communities of interest should be recognized and retained intact where possible. Only when the overall minority population of the City is sufficiently large (should the City require more than one minority district), should minority populations be divided and only then to the least degree possible.
4. The plan should not, however, attempt to unreasonably join geographically remote minority populations into a single precinct unless there are strong and genuine connections between these communities as reflected by common schools, churches, or cultural ties. For example, minority populations in two separate towns, located miles apart, may not have sufficient links or common political cohesion to justify joining these two minority population centers into a single electoral group. Particularly when dealing with distinct minority groups, such as Black and Hispanic populations, a general assumption that separate minority populations will vote in a "block" may be unsupported in fact.
5. The plan should seek compact and contiguous political boundaries. Physical boundaries such as rivers, which tend to divide populations in fundamental ways, should be recognized and communities of interest should be retained intact where possible. To the maximum extent possible, clearly recognized boundaries should be used to facilitate ease of voter identification of boundaries, as well as election administration.
6. Where possible, well-recognized and long used election precinct boundaries should be retained intact (within the limitations imposed by state and federal law) or with as little alteration as possible.
7. Election districts in the plan should be sized in conformity with state law. For example, in cities that use traditional, hand counted paper ballots, no election precinct may contain more than 2,000 voters. In cities with voting systems that allow for automated ballot counting, this number may be increased to as many as 5,000 voters.

## EXHIBIT "B"

8. The plan should afford incumbent office holders the assurance that they will continue to represent the majority of individuals who elected these incumbents, and all incumbents' residential locations, for those incumbents who reside in the district that they represent, should be retained in their reformed precincts to insure continuity in leadership during the remaining term of incumbents.
9. The plan should address fundamental and necessary governmental functions and, to the extent possible, insure that these functions are enhanced rather than impaired. Election administration should not be unduly complex as a result of election boundaries.
10. The plan should insure that election voting precincts under such plan do not contain territory from more than one of the following in order to provide, to the greatest extent possible, harmonious administration of various election jurisdictions:
  - a. Commissioners precinct;
  - b. Justice precinct;
  - c. Congressional district;
  - d. State representative district;
  - e. State senatorial district;
  - f. City district; if the city has a population of 10,000 or more (this is a strict legal requirement, but city election districts should be honored in virtually all circumstances, with city and rural county voters being kept in separate voting precincts to the extent possible);
  - g. State board of education districts;
  - h. And, where they exist, other special election districts, such as water, hospital, or navigation districts.
11. The plan should attempt to locate polling places in convenient, well-known locations that are accessible to disabled voters to the maximum extent possible. Public buildings should be utilized to the maximum extent possible as polling places. Where necessary, buildings routinely open to the public, such as churches, retail businesses, or private buildings dedicated to public activities, should be used as polling places.

The foregoing criteria are deemed to be illustrative, but not exclusive, examples of fundamentally important issues, which should be considered in any redistricting plan. Therefore, the City Council expresses its intention to measure any plan submitted for consideration by this set of criteria, and to base any eventual exercise of discretion upon the foregoing criteria.

# Exhibit 2

## Initial Assessment

INITIAL ASSESSMENT  
OF THE CITY OF  
BIG SPRING, TEXAS  
FOR PURPOSES OF REDISTRICTING EVALUATION

Prepared by

ALLISON, BASS & ASSOCIATES, L.L.P.

Attorneys at Law

The A.O. Watson House

402 West 12<sup>th</sup> Street

Austin, Texas 78701

(512) 482-0701

(512) 480-0902

[Law@allison-bass.com](mailto:Law@allison-bass.com)

**Should you determine that maps depicting various political boundaries are incorrect, please advise us immediately.**

## TAB 1 GENERAL OVERVIEW

The Initial Assessment is a narrative analysis of the data contained in the PL94-171 files provided by the Census Bureau, together with an explanation of the impact such data may have upon the City of Big Spring in light of state and federal law.

Following the Supreme Court decision in *Avery v. Midland City*, 390 U.S. 474; 88 S. Ct. 1114, 20 L. Ed. 2d 45 (1968), Texas City Councils have been required to make a periodic assessment of their political boundaries to determine whether the boundaries retain "one-person-one-vote" balance. This requirement is now carried forward by statutory requirement in Article 42.001 of the Texas Election Code, and has been extended in turn to virtually all political bodies that elect representatives from special member districts, or geographic regions of the political jurisdiction in which the candidates for representative office must reside.

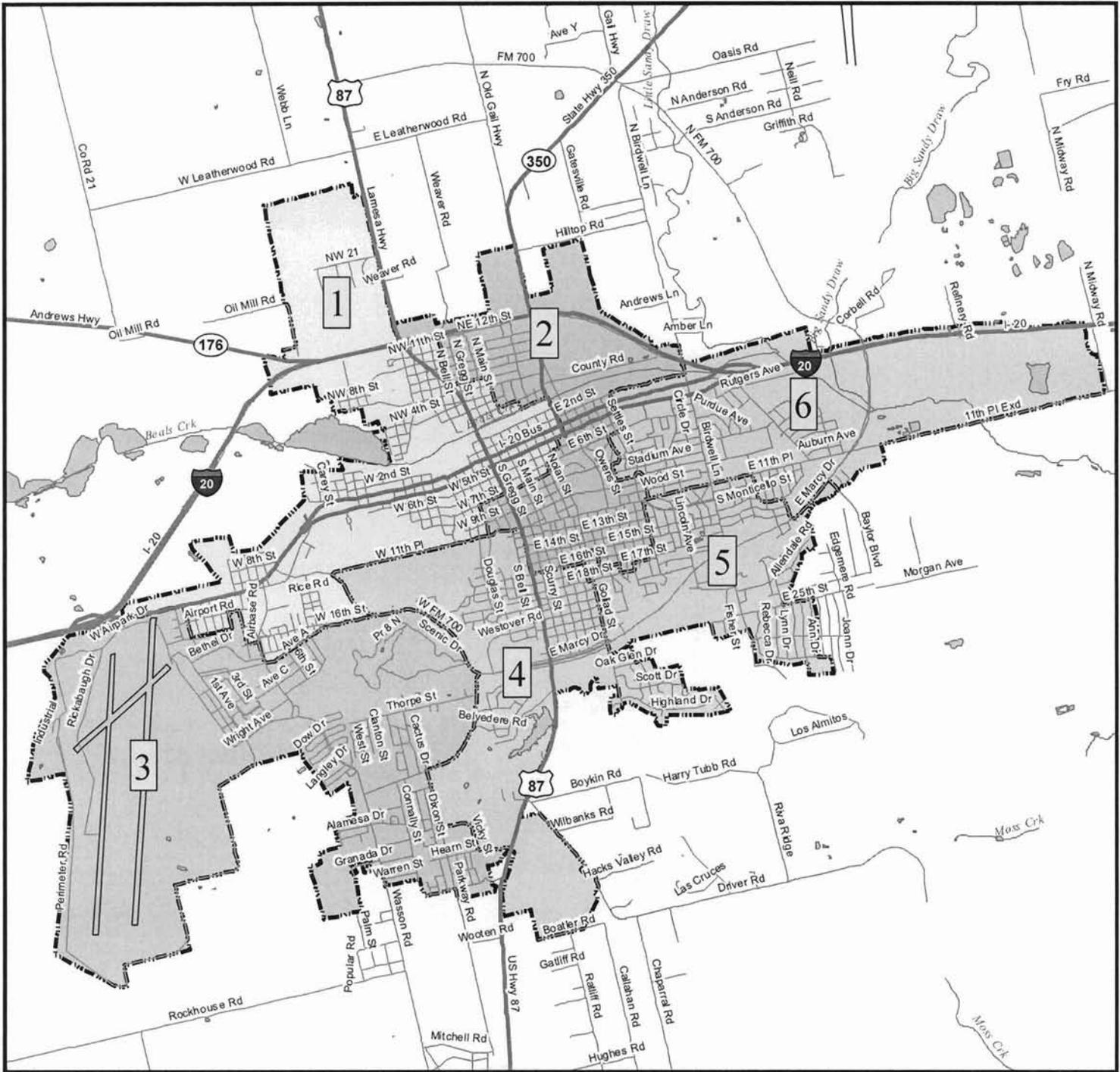
Therefore, following each federal census, each Texas County, city, school district or other political entity electing representative officers from geographic regions of the sub-division should conduct an assessment of existing political boundaries. It should be carefully noted that simple comparisons between the City population of 2000 and 2010, or even a more sophisticated analysis of the urban and less populated areas of the City might not reflect the true extent of population "change" each City has experienced over the last ten years. "Change" may not directly correlate to "different" or "new" population. For example, existing populations within a City will, over time, move considerably within the City, rendering existing political boundaries constitutionally questionable over a ten-year span. In small population jurisdictions, the movement of a single large family from a one area of town to another across political boundaries may have a significant impact on the obligation of that City to redistrict. As a very general rule of thumb, any statistical change of population between the 2000 and 2010 census more than 3%, plus or minus, will indicate a potential need for redistricting in order to retain numerical balance between the governing body's representative districts. Only in rare circumstances will a City experiencing a population change in excess of 3% avoid the need for rather extensive reapportionment of the City Council ward lines. However, any assumption that a population change of less than 3% will not require reapportionment is ill advised. Populations will shift within a City over time. Every City, city, school district or other political entity electing representative officers from geographic regions of the sub-division, even those with a rather insignificant overall population change, should carefully examine actual population demographics relative to their existing political lines to determine the need for reapportionment.

Demographic data is depicted in chart and graphic form for both total population as well as voting age population. While "One-Person-One-Vote" balance between the City Council Wards is based upon the entire City population, the availability of voting age populations is also important in two respects.

In Cities inhabited by a significant minority population, the need to create one or more City Council Wards that assure minority representation requires utilization of voting age information. While the actual political boundaries will be based upon total population, the viability of the resulting Ward in terms of the ability to elect requires analysis of voting age population.

With this general overview, the following sections of this Initial Assessment will evaluate the City of Big Spring's political boundaries and attempt to determine whether or not the City Council should undertake reapportionment. Our assessment will point out areas of potential conflict with state and federal law, and will also suggest areas that may be considered for purposes of cost effectiveness and voter/resident convenience.

All computer generated matters contained in this report, including statistical ratios or formulas, are derived from information taken directly from the Public Law 94-171 files of the United States Census Bureau. Allison, Bass and Associates, LLP is not responsible for errors that may occur in the PL94-171 data obtained from the United States Census Bureau.



**Districts**



**City of Big Spring**  
Existing Plan  
Single Member Districts



Allison, Bass & Associates, LLP

Date:

Data Source:

Agenda 9-27-11

## TAB 2

### INITIAL SUMMARY FINDINGS REGARDING NUMERICAL BALANCE:

Definitions of the various ratios, formula and procedures utilized in the analysis of City population are provided below. These ratios, formula and procedures have been largely developed in case law in the field of redistricting, together with generally recognized methods of sociological study.

NOTE: The Census Data contains Prison inmate populations, and while this institutionalized population should be included in all gross population numbers used to determine City eligibility for state or federal programs, grants or revenue sharing, there are good reasons to exclude this population from "one-person-one-vote" calculations. Because many institutionalized inmates are detained under felony convictions, or are being held for deportation for violation of immigration laws, these individuals are typically not eligible to vote under Texas law, and are most commonly registered to vote, if at all, in the City of their true residence. As such, large populations of inmates held within the state or federal prison systems physically located within the municipal boundaries, or under public or private contract in City facilities, are not generally counted in the determination of Total Maximum Deviation, or for other "one-person-one-vote" determinations for City redistricting. For purposes of the Initial Assessment, raw data has been acquired from the City and/or the Department of Criminal Justice regarding prison populations. In subsequent census data releases, group housing data may reveal more specific information, but at this time, we are deducting prison populations from City population totals in order to arrive at a true "one-person-one-vote" analysis, and to avoid potential imbalances in population that might result from inclusion of prison population in Ward totals. Smaller facilities holding persons convicted of both felony and misdemeanor offenses, juvenile facilities, or facilities holding individuals pending resolution of pending criminal charges are included within the population counts for the City, as reflected in the census data.

Please review the information contained under Tab 2 carefully. Please pay particular attention to the following:

1. Please consider the Absolute Deviation in terms of population between the Actual Population of each City Council Ward and the Ideal Population. Remember that the ideal population of each ward is the total City population, divided by the number of single member districts.
2. Next, consider the Relative Deviation, expressed as a percentage, of the Actual Population of each Ward as compared to the Ideal Population of each Ward.
3. Redistricting will be necessary to comply with 'One-Person-One-Vote' standards if the Total Maximum Deviation between the largest Ward and the smallest Ward (in terms of population) exceeds 10%.

4. Therefore, carefully examine the Total Maximum Deviation calculation. If that number is more than 10%, the City of Big Spring is legally obligated to make changes in its political boundaries to re-balance the population to more equal terms.
5. If the Total Maximum Deviation exceeds approximately 7%, you may want to consider redistricting in order to re-balance your boundaries, although you are not legally required to do so at this time. However, with only a few percentage points separating the City of Big Spring from the 10% maximum standard, you would be prudent to consider redistricting at this time. A suit can be filed at any time the statistical evidence suggests a City's political boundaries are no longer constitutionally balanced.
6. If the Total Maximum Deviation is below 5%, you are generally safe from legal challenge on a "one-person-one-vote" basis for the next few years.

# City of Big Springs Single Member Districts

Analysis of Population in the Single Member Districts based on 2010 Census data

Member District	Actual Population	Ideal Population	Absolute Deviation	Relative Deviation
District 1	3,772	3,616	156	4.31%
District 2	3,029	3,616	-587	-16.23%
District 3	3,449	3,616	-167	-4.62%
District 4	3,696	3,616	80	2.21%
District 5	3808	3,616	192	5.31%
District 6	3,943	3,616	327	9.04%
Total Population	21,697			

**Ideal Population** is defined as (total district population divided by the number of districts). Absolute and Relative (%) Deviations are difference in actual and ideal.

**-587 to 327** **Absolute Range** is the spread in absolute deviation from the smallest precinct to the largest.

**-16.23% to 9.04%** **Relative Range** is the spread in relative deviation (%) from the smallest precinct to the largest.

**215.57** **Absolute Mean Deviation** is the average deviation, which is calculated by adding all the absolute deviations (ignoring "+" and "-" signs) and dividing by 4.

**6.96%** **Relative Mean Deviation** is the average deviation, which is calculated by adding all the relative deviations (ignoring "+" and "-" signs) and dividing by 4.

**123.26** **Standard Deviation of Population** is the square root of the sum of the squares of all the absolute deviations divided by 4.

**3.41%** **Standard Deviation of Relative Deviations** is the square root of the sum of the squares of all the relative (%) deviations divided by 4.

**41.73%** **Total Absolute Deviation** is the sum of all relative deviations (ignoring "+" and "-" signs).

**25.28%** **Total Maximum Deviation** is the sum of the relative deviations (%) of the smallest and largest precincts, (ignoring "+" and "-" signs).

## TAB 3 MINORITY VOTING RIGHTS

We have extracted from the Census data a summary of each City Ward. Prior to the 1990 census, previously existing election precinct boundaries were often described by non-physical boundaries, such as survey lines, or "metes and bounds" descriptions of real property. Since the computerized census first implemented in 1990 was based upon topological maps, it was necessary to "approximate" those boundaries that were not defined by a physical boundary such as a road, watercourse, or other physical boundary. These approximations were described as Voter Tabulation Districts, or VTDs. It should be noted that the VTD was only an approximation of the actual voting boundaries, since Public Law 94-171 requires that the VTD utilize census blocks as its component parts.

Texas Counties are responsible for the structure of county election precincts. These county election precincts should recognize city ward boundaries in cities having a population of more than 10,000. In 1990, most counties adopted election boundaries based on census blocks, but VTDs are still encountered. The boundaries utilized in this Initial Assessment are derived from the Texas Legislative Council, and have been, to the extent possible, confirmed as accurate by local officials. However, some counties continue to have election precinct boundaries defined in a manner that is incompatible with census block based mapping. Therefore, in some cases, you may find a discrepancy between the actual boundary in use, and the census block based mapping boundaries used in this report. All future election precincts should be based upon census blocks to avoid any discrepancy between the actual boundary in use and the official boundary description maintained by the Texas Legislative Council.

As a general rule, where the total minority percentage exceeds 25% of the total population, there is ample justification to create at least one, or where the minority population is sufficient, more than one City Council Ward that contains a potential voting majority of minority residents. In concentrations greater than 40%, consideration should be given to creating at least one City Council Ward with a potential voting majority of minority residents, with the possibility of any "excess population" being used to impact one or more other Wards. Where the total minority concentration exceeds 40%, the issue of "Packing" becomes a consideration, meaning that minority populations cannot be "packed" into a single Ward, but must be allowed to influence as many Wards as the total minority population warrants without efforts to fragment otherwise contiguous concentrations of minority population.

Minority representation must not be diluted, and where possible, a voting majority of minority residents should be created if sufficient minority populations existing within a reasonably compact and contiguous geographic area. In order to achieve the maximum minority representation within the demographic and geographic limitations in existence, it will be necessary to determine which City Ward, and which census blocks within each Ward, contain the highest percentage of minority population and to take such reasonable measures as will insure the highest possible minority voice in City government. To achieve this goal, some attention must be paid to voting age minority residents. In order to create a

viable voting majority of ethnic, race or language minority voters, it is necessary to attain a voting age population within at least one City Council Ward of approximately 55% or better. In order to accomplish this high number of voting age population, a total population figure in excess of 60% is typically required. This is due to the statistically younger populations in most minority categories, which yield lower numbers of voting age residents, and in historically lower voting age turnout in minority communities of interest.

A determination of whether or not the minority populations in these areas could be joined in a single Ward, or perhaps concentrated in an effort to maximize minority impact upon elections is difficult to assess without a more detailed evaluation of historical voting patterns, racial demographics, and the realities of political boundaries.

When taken with the numerical imbalances that must be addressed, it would appear that if at all possible, minority populations might be concentrated in at least one City Council Ward to the degree possible to achieve an acceptable potential minority concentration. Typically, the City Council Ward with the largest minority concentration prior to redrawing lines is the best candidate for any alternative plan, but other possible constructions of Ward lines might well result in a favorable racial profile.

Fragmenting minority population concentrations must be avoided. Any modification of political boundaries to accomplish compliance with the requirements of the Voting Rights Act must be carefully considered.

Maps for Hispanic and Black populations are provided in this assessment. Other Non-Anglo Populations, such as Asian, American Indian, Pacific Islander, Other or Multi-racial categories in excess of 3% aggregate will also be mapped.

### Ethnic Background of Total Population

	Anglo	Black	Amer. Indian	Asian	Hispanic	Hawaii/Pac. Is.	Other	Multi Race	Prec. Total	% of County
District 1	1,117	316	14	6	2,254	7	14	44	3,772	17.38%
District 2	959	124	12	6	1,880	0	15	33	3,029	13.96%
District 3	1,765	222	20	25	1,377	0	0	40	3,449	15.90%
District 4	2,386	101	19	79	1,055	1	9	46	3,696	17.03%
District 5	2,366	115	21	10	1,246	0	4	46	3,808	17.55%
District 6	2,007	185	37	28	1,635	1	0	50	3,943	18.17%
County Total	10,600	1,063	123	154	9,447	9	42	259	21,697	100.00%
% of County	48.85%	4.90%	0.57%	0.71%	43.54%	0.04%	0.19%	1.19%	100.00%	

### Ethnic Background as a % of Total Population

	Anglo	Black	Amer. Ind.	Asian	Hispanic	Haw/Pac	Other	Multi	% Total
District 1	29.61%	8.38%	0.37%	0.16%	59.76%	0.19%	0.37%	1.17%	100.00%
District 2	31.66%	4.09%	0.40%	0.20%	62.07%	0.00%	0.50%	1.09%	100.00%
District 3	51.17%	6.44%	0.58%	0.72%	39.92%	0.00%	0.00%	1.16%	100.00%
District 4	64.56%	2.73%	0.51%	2.14%	28.54%	0.03%	0.24%	1.24%	100.00%
District 5	62.13%	3.02%	0.55%	0.26%	32.72%	0.00%	0.11%	1.21%	100.00%
District 6	50.90%	4.69%	0.94%	0.71%	41.47%	0.03%	0.00%	1.27%	100.00%

### Ethnic Background of Voting Age Population

	Anglo	Black	Amer. Indian	Asian	Hispanic	Hawaii/Pac. Is.	Other	Multi Race	Prec. Total	% of County
District 1	943	252	14	5	1,494	5	6	27	2,746	17.34%
District 2	776	93	9	6	1,300	0	7	23	2,214	13.98%
District 3	1,395	131	11	19	832	0	0	20	2,408	15.21%
District 4	2,048	75	16	66	710	1	6	23	2,945	18.60%
District 5	1,896	70	16	8	735	0	3	21	2,749	17.36%
District 6	1,609	130	24	24	963	1	0	23	2,774	17.52%
County Total	8,667	751	90	128	6,034	7	22	137	15,836	100.00%
% of County	54.73%	4.74%	0.57%	0.81%	38.10%	0.04%	0.14%	0.87%	100.00%	

### Ethnic Background as a % of Voting Age Population

	Anglo	Black	Amer. Ind.	Asian	Hispanic	Haw/Pac	Other	Multi	% Total
District 1	34.34%	9.18%	0.51%	0.18%	54.41%	0.18%	0.22%	0.98%	100.00%
District 2	35.05%	4.20%	0.41%	0.27%	58.72%	0.00%	0.32%	1.04%	100.00%
District 3	57.93%	5.44%	0.46%	0.79%	34.55%	0.00%	0.00%	0.83%	100.00%
District 4	69.54%	2.55%	0.54%	2.24%	24.11%	0.03%	0.20%	0.78%	100.00%
District 5	68.97%	2.55%	0.58%	0.29%	26.74%	0.00%	0.11%	0.76%	100.00%
District 6	58.00%	4.69%	0.87%	0.87%	34.72%	0.04%	0.00%	0.83%	100.00%

## TAB 4

### GENERAL HOUSEKEEPING

Some attention should be given to "straightening" political boundaries into more uniform shape. In some cases, certain boundaries may be altered to use a more commonly understood or recognized physical boundary in lieu of a poorly identified or recognized boundary. Public Law 94-171, which directed the Census Bureau to develop a uniform mapping and demographic profiling approach for use by small computers, required that all voter tabulation districts (VTDs) follow census block boundaries. In many cases, City wards had been previously drawn in a manner that did not follow a census block boundary. This required the State of Texas, acting in conjunction with the State Data Center and the Texas Legislative Council, to move the actual voting district boundary to coincide with a nearby census block boundary for tabulation purposes only. The resulting VTD was no longer "actual," but an approximation referred to as a "pseudo-voting district."

Every reasonable effort has been made to conform the pseudo voting district to actual political boundaries. However, due to the nature of the available data base, and the requirements of Public Law 94-171, there may be occasions in which the pseudo voting districts, or the resulting lines between City Council Wards, are different from those that actually exist. Again, the use of the pseudo voting district was for tabulation purposes only, and any apparent difference between actual and apparent political lines should be considered as minimal. However, since all later census counts will be undertaken upon the census blocks, there could be a valid argument that a necessity to alter current election district boundaries to match the census block format exists. Under these circumstances, new political lines will be required to avoid conflict with census block lines that do not match current political area definitions. While matching census blocks to actual political lines would not, in and of itself, generally support a decision to reapportion under the circumstances that exist in the City of Big Spring, there is a justifiable combination of factors that would support a reapportionment decision. These factors would include:

1. Redrawing election precincts to increase voter convenience.
2. Harmonizing actual political lines with pseudo voting districts based upon census blocks.
3. Redrawing all lines to achieve "one-person-one-vote" deviations of the smallest possible percentage.

## CONCLUSION

Redistricting should be viewed as an opportunity for streamlining City organization, and a chance to address as many issues as possible to achieve greater participation and involvement in City government. This is the time to plan for future growth, anticipate costs of government operations, and to involve the public in the process of City government. We look forward to working with you in this exacting but rewarding process.

# Exhibit 3

Redistricting Plan -

Proposal # \_\_\_\_\_

RESOLUTION # \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, APPROVING AND ADOPTING NEW DISTRICT BOUNDARIES FOR THE ELECTION OF CITY COUNCIL MEMBERS; AUTHORIZING THE SUBMISSION OF THE NEW BOUNDARIES TO THE UNITED STATES DEPARTMENT OF JUSTICE FOR PRECLEARANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on the 25<sup>th</sup> day of October, 2011, came on to be considered the issue of periodic redistricting of political boundaries. This City Council has, in due time, given deliberate consideration to the legal issues and governmental duties imposed by state and federal law. In addition, the City Council has previously entered in the minutes, criteria adopted by resolution by which any redistricting plan would be considered. The prior Resolution adopting said criteria is incorporated herein as Exhibit 1.

WHEREAS, the City Council has commissioned and received an Initial Assessment by qualified professionals experienced in the field of redistricting law for the purpose of making a preliminary determination of population distribution between the six City Council districts, and the obligation to comply with "one-person-one-vote" balance as required by applicable state and federal law. This assessment has been filed in the minutes of this city, and is incorporated by reference as Exhibit 2, "Initial Assessment." A finding, based upon this assessment, recognized the legal duty to redraw political boundaries to comply with applicable law, and a copy of this finding is entered into the minutes of this City, by which reference this prior finding is incorporated into this Resolution of the City Council, Exhibit 1, "Resolution Requiring Redistricting."

WHEREAS, after convening in Public Hearing for comment upon any and all proposed plans, and after meeting in open session for the purpose of considering alternatives available to the City for modification of existing political boundaries in a manner designed to achieve both acceptable levels of numerical balance between the six City Council districts, and to protect the voting rights of all residents of the City of Big Spring, Texas, the City Council has determined to adopt the redistricting plan attached to this Resolution in map and data form, Exhibit 3, Proposal \_\_\_\_\_. At a later date, this Council will receive a more complete description of this plan, including a map depiction of all new political boundaries, polling places, and election precinct boundaries. This supplemental resolution will be taken up and considered by the Council after public notice as required by law.

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

SECTION I: That the Redistricting Plan depicted in the map and data attached to this Resolution as Exhibit 3 are hereby approved and adopted by the City Council of the City of Big Spring, Texas.

SECTION II: That, upon final approval of the supplemental data to be provided at a later date, a submission of this plan, along with supporting maps, charts and/or data, will be made to

the United States Department of Justice pursuant to Section 5 of the Voting Rights Act of 1964, 42 U.S.C. §1973.

SECTION III: That this Redistricting Plan shall be effective, subject to the Department of Justice preclearance, on January 1, 2012, and for all subsequent elections until changed or modified by later Resolution of this Council. It is expressly understood that implementation of this plan shall not take place until the receipt of preclearance approval by the United States Department of Justice.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 27<sup>th</sup> day of September, 2011, with all members present voting “aye” for passage of same.

PASSED AND APPROVED on second and final reading at a special meeting of the City Council on the \_\_\_\_\_ day of October, 2011, with all members present voting “aye” for passage of same.

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Tommy Duncan, Mayor

ATTEST:

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Peggy S. Walker, City Secretary

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**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN HOWARD COUNTY AND THE CITY OF BIG SPRING  
FOR CONSTRUCTION AND OPERATION  
OF A LAW ENFORCEMENT CENTER**

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This **INTERLOCAL COOPERATION AGREEMENT** ("Agreement") is executed as of this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **COUNTY OF HOWARD**, State of Texas, hereinafter referred to as the "County," and the **CITY OF BIG SPRING**, Texas, hereinafter referred to as the "City," acting by and through their duly authorized representatives, hereinafter referred to collectively as the "Parties:--,"

**WHEREAS**, the Commissioners Court of the County ("the Court") and the City Council of the City (the "Council") have each found that joint contracting for, and with respect to, the governmental services hereinafter described will result in increased efficiency and economy to the citizens of each such governmental entity; and

**WHEREAS**, the services made the subject of this Agreement are each a governmental function and the Court and the Council desire to contract in a manner to permit the entity contracting to provide each service with latitude and discretion to determine the level, quality and funding for each such service; and

**WHEREAS**, the Court and the Council, acting separately and independently, have found and agreed that the services and consideration herein provided fairly and adequately compensate the County and the City for the fair value and cost of the services; and

**WHEREAS**, it is further found by the Court and the Council that this Agreement will result in improved services being provided more economically and efficiently to citizens residing in both the rural areas of Howard County and within the ~~city~~City; and

**WHEREAS** Insert basic agreement of 60/40 split on dispatching and 55/45 on building

**NOW, THEREFORE**, for and in consideration of the covenants, conditions, and undertakings hereinafter described, and the benefits to accrue to the citizens of the County and the City, the Parties hereby contract, covenant and agree to provide certain governmental services and functions as follows:

**ARTICLE I**

**LAW ENFORCEMENT CENTER**

The County and the City have agreed to jointly build a Law Enforcement Center ~~in~~on the ~~building~~property located at 3611 W. Hwy 80, Big Spring, Texas and adjacent to the Howard

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County Detention Center, hereinafter referred to as "the Center." The Center will be constructed under the following terms:

A. The estimated total cost of construction is ~~\$2,700,000.00~~. This includes the surveying, platting, architectural and engineering fees, construction of the building, fixtures, and installation of utilities, telephone lines, furniture and fixtures.

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B. The County and the City have agreed to the building specifications prepared by Southwest Architects. However, both parties realize that change orders may occur during construction. The City's financial obligation towards the construction and completion of the ~~Detention Center~~ is limited to ~~\$1,700,000.00~~. All other costs and expenses, including change orders, will be the sole expense of the County. All change orders must be approved by the ~~City and County~~ City with the prior written authorization of the City Manager or his designee.

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C. Although construction of the ~~Detention Center~~ may take six (6) months or more, this agreement shall be effective as of the date it is executed by both parties. Until October 1, 2011, any expenses or costs that may occur between the effective date of this ~~contract~~ contract and October 1, 2011, shall be paid by the City in accordance with Section D below.

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D. On or before October 15, 2011, the City will pay ~~\$1,700,000.00~~ (less any amounts paid prior to such date pursuant to Article I, Section C above) to the County Treasurer to be held in a special account dedicated solely to construction ~~costs of the law enforcement center~~ Center. Further, during the same period, the County will deposit ~~\$1,000,000.00~~ into the special account. The County will provide, upon request of the City, an accounting of all funds held ~~and used in the special account~~ in and used from the special account. Once both Parties agree in writing that construction of the Center is final and that all contractors and subcontractors have been paid and any outstanding claims resolved, the County will be entitled to any remaining funds in the special account.

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**ARTICLE II**  
**FINANCIAL CONSIDERATION**

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A. **Initial Fiscal Year Operating Costs.** For the initial fiscal year of this Agreement which begins on October 1, 2011, the City will make the following payments:

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(1) **Dispatch Costs.** The City will make an initial payment to the County of ~~\$126,539.00~~ on October 15, 2011 for in an amount equaling an estimated 60% of the salaries and benefits for six (as specifically described in Article III) for a maximum of ten dispatchers for the first six months of the 2011 time period beginning on the date that dispatch services are consolidated

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through March 31, 2012 fiscal year. Such payment represents one-half, less 50% of the following annual calculation: 2010-2011 contribution from 911 for dispatch services.

6 dispatchers @ \$48,500.00/yr =	\$291,000.00
9-1-1 payment for <u>Provided that</u> dispatch services	<u>37,922.00</u>
	<u>\$253,078.00</u>

~~The~~ have been consolidated prior to April 1, 2012, the City will make a second payment to the County of \$126,539.00 on April 15, 2012 for in an amount equaling 60% of six months salaries and benefits (as specifically described in Article III) for an estimated cost of total dispatcher salaries up to a maximum of ten dispatchers less 50% of the 2010 – 2011 contribution from 911 for dispatch services and less 60% of any additional contribution for ~~six dispatchers~~ dispatch services from 911 or any other entity for the remaining six months of the 2011 – 2012 fiscal year.

~~In the event that the City employs seven dispatchers as of October 1, 2011 the City will also pay the County monthly in advance an amount equal to the cost of salary and benefits for such additional dispatcher until the total number of dispatchers for the law enforcement center is reduced by attrition to ten. All dispatchers employed by the City of Big Spring will become employees of Howard County as of October 1, 2011. The City will the date that dispatch services are consolidated. In addition to the above payments for dispatch services, the City will pay the salary and benefits of the initial dispatch supervisor who is the current City supervisor of dispatch so long as he remains an employee of the City of Big Spring. Upon termination of employment of the initial dispatch supervisor the provisions of Article III A (2) will apply.~~

(2) **Operating Costs.** On the date that the Big Spring Police Department relocates to the new Law Enforcement Center the City will make a payment to the County of \$\_\_\_\_\_ which represents ~~representing~~ the estimated operating costs for the remainder of the 2011 – 2012 fiscal year. ~~for we can provide for future determination as follows:~~ Such estimate will be jointly agreed to by the County Auditor and City Finance Director based on the applicable operating costs expected to be incurred during the remainder of the fiscal year. In addition, the City will pay 55% of the maintenance and operating costs on the equipment, software or other resources necessary for the provision of dispatch services less any reimbursements the County receives from 911 for such costs. Each party will pay for any software products, licensing or maintenance necessary to make its existing system compatible for the initial consolidation of dispatch services.

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**B. Subsequent Fiscal Year Operating Costs.**

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(1) Beginning October 1, 2012, the City agrees to pay to the County an annual fiscal year operating cost estimate (the "Cost Estimate") of Three Hundred Thirty Five Thousand and No/100 Dollars (\$335,000.00) throughout the term of the Agreement. The City will pay the Cost Estimate for each fiscal year (October 1 through the following September 30) in semi-annual installments on October 15 and April 15 of each year.

(2) Prior to October 1 of each year during the term of this Agreement, the City's Finance Director and the County Auditor will perform a joint accounting of the City's proportionate share of the actual expenditures of made by the law enforcement center County for the then-current fiscal year. Center for the previous twelve month period. This accounting shall include:

(a) 55% of Operating Costs: the cost of utilities, dispatching services as described in Article III, maintenance, of the Center including the common areas, repair or replacement of any furniture, fixtures or equipment in common areas, the maintenance and operating costs on the equipment software or other resources necessary for the provision of dispatch services less any reimbursements the County receives from 911 for such costs, and property and liability insurance.

(b) 60% of Dispatch Salary Costs: salaries and benefits for all dispatchers employed by the County up to a maximum of ten. Salaries and benefits shall include dispatcher salaries, wages, worker's compensation insurance, unemployment taxes, social security, retirement benefits, life insurance, health insurance, and dental insurance

(3) In the event that 55% of the total of 55% of the actual operating expenditures exceed and 60% of the actual dispatch salary cost expenditures exceeds the current Cost Estimate payable by the City to the County, the City will increase the next fiscal year's payment to compensate the County for the current fiscal year's such excess expenses. Likewise, in the event that 55% of the such total actual expenditures expenditure is less than the current Cost Estimate payable by the City to the County, the City will decrease the next fiscal year's payment in order to credit the City for the excess payments. If the actual expenditures are found to be over the Cost Estimate or under the Cost Estimate for two consecutive years, the Parties will mutually agree on a new fiscal year operating cost estimate.

**C. Reimbursements from 911 or Other Entities** Once dispatch services are consolidated, all contributions and reimbursements from other entities for dispatch services will be paid to the County. The Parties agree that so long as 911 continues to provide contributions in at least such amount, the City shall be allowed to receive credit toward its portion of the annual dispatch costs each year throughout the term of this Agreement in the amount of \$37,922.00 representing the

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2010 – 2011 contribution level for dispatch services from 911. In addition, the City shall receive credit for 60% of any other contributions toward dispatch services from 911 or any other entity.

### **ARTICLE III**

**A. Dispatch Services** The County shall operate the Center and provide central dispatch services for both the City and Howard County as set forth in this Section. The County shall provide for and undertake:

~~(1) On October 1, 2011~~(1) As soon as all equipment is relocated and all necessary approvals completed, the Howard County Sheriff's Office and Big Spring Police Department will combine dispatching services under the terms provided herein.

(2) The Big Spring Police Department will appoint the initial supervisor of the central dispatch services— ~~and he will remain a City of Big Spring employee.~~ Upon the death, resignation or other termination of employment of the initial dispatch supervisor, the Howard County Sheriff's Office will appoint the successor supervisor and all other successor supervisors— ~~and will pay all costs of his or her salary and benefits with no contribution from the City.~~

(3) At the time of this agreement, the Howard County Sheriff's Office maintains ~~four~~ (3) dispatchers and the Big Spring Police Department maintains seven (7) dispatchers. ~~Beginning October 1, 2011, the Howard County Sheriff's Office and the Big Spring Police Department will combine~~ Upon consolidation of dispatching services as referenced above, all dispatchers— ~~All city employed~~ dispatchers, except the initial dispatch supervisor, will be eligible to become new employees of Howard County and the County agrees to hire such individuals. The purpose of making all dispatchers Howard County employees is to maintain an equal pay scale with all dispatchers. ~~The City of Big Spring will reimburse the County for dispatching services~~ 60% of salaries and benefits for all dispatchers employed by the County up to a maximum of ten in the manner described in Article II above. This reimbursement by the City shall include dispatcher salaries, wages, worker's compensation insurance, unemployment taxes, social security, retirement benefits, life insurance, health insurance, and dental insurance— ~~for the applicable number of dispatchers that are the City's responsibility at any given time under this Agreement.~~ It is intended by the Parties herein that the aggregate total number of dispatchers will be ten (10) with such number to be reached by attrition. ~~For so long as the number of total dispatchers exceeds ten the City will reimburse the County for six dispatchers plus the number of dispatchers in excess of ten (10) until the total desired number of ten (10) dispatchers is reached. Until the desired number is reached, upon the death, resignation, or termination of any dispatcher, the City will be relieved of its obligation to reimburse the County for that dispatcher's salary and benefits. When the~~

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~~total number of dispatchers reached ten (10), the City will continue to reimburse the County for six (6) dispatchers and the County will pay for four (4) dispatchers without reimbursement which is the number of dispatchers currently employed by the City and the County. The City will continue throughout the term of this Agreement to reimburse the County for 60% of dispatchers' salaries and benefits in accordance with Article II and this Section.~~ This arrangement regarding the number of dispatchers shall remain in effect unless amended in writing and authorized by the governing bodies of both Parties.

(4) ~~Reimbursement of County for dispatcher wages~~salaries and benefits ~~is will be~~ included in ~~the each year's~~ financial consideration ~~referenced~~and accounting as set forth in Article II.

**B. Office Space** The County shall provide office and storage space to the Big Spring Police Department at the Center as provided in this section:

(1) The County shall provide office and ~~storage~~other necessary space for the Big Spring Police Department as agreed upon by the Parties in that certain architectural plan developed by Southwest Architects and attached hereto as Exhibit "A".

(2) The City shall at all times during the term of this Agreement be entitled to the quiet enjoyment of the office and storage space referenced in ~~subsection a~~Subsection (1) above, as well as unrestricted use of any parking areas and common areas of the Center, hereinafter the "Premises." The City shall use the Premises for operating and carrying on the regular duties of law enforcement, public protection, and public service typically provided to the residents of the City by the Big Spring Police Department and for uses normally incident to law enforcement including, but not limited to, patrol, detection and investigation of crime, coordination of public service with other law enforcement agencies and animal control.

(3) The City will not alter or improve the Premises without the County's prior written consent, and all alterations, additions and improvements made to the Premises will, when the Agreement expires or terminates sooner, belong to the County without compensation to the City.

(4) All utilities for the Center, except the City's telephone services, shall be paid by the County. It is intended ~~that~~ the Financial Consideration paid by the City to the County in Article II includes reimbursement to the County for the City's proportionate share of utility usage.

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C. **Municipal Court Office Space.** The County shall provide at no charge to the City office space located in the County Courthouse for use by the Municipal Court. The City will not alter or improve such space without the County's prior written consent, and all alterations, additions and improvements made to such space will, when the Agreement expires or terminates sooner, belong to the County without compensation to the City. The City of Big Spring Municipal Court shall also be allowed use of courtrooms for court proceedings upon a mutually agreed schedule. The City will pay for any telephone charges of the Municipal Court.

**ARTICLE IV**  
**TERM OF AGREEMENT AND RENEWAL**

A. **Initial Term of Agreement.** The initial term of this Agreement shall be fifty-five (55) years from October 1, 2011, through September 30, 2066, (the "Initial Term"). Unless renewed or extended in accordance with this Article, this Agreement shall terminate automatically at the end of the Initial Term.

B. **Renewal and Extensions.** From and after the Initial Term, the City shall have the right to renew this agreement for two additional renewal terms of ten (10) years each by giving written notice to the County and making provision for funding and performing its duties, responsibilities and payments pursuant to this Agreement in its annual budget as finally approved and adopted.

C. **Amendment, Modification and Waiver.** Notwithstanding any other provisions, ~~hereof~~herein, this Agreement may not be amended, modified or altered in any manner except in a writing signed by all parties and authorized by both governing bodies. No provision of this Agreement may be waived except upon written consent of all parties. Any such written waiver of any provision of the Agreement is effective only in the specific instance and for the specific purpose given.

D. **Agreements Superseded.** This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

**ARTICLE V**

A. **Governmental Services – Independent Contractor.** Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

(1) The services provided for herein are governmental functions and the City and the County shall be engaged in the conduct of a governmental function while performing any service pursuant to this Agreement.

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(2) The relationship of the County and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

**B. County Insurance and Indemnification.** The City shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents or assigns of the County and the County covenants and agrees that:

(1) The County shall be solely responsible, as between the County and the City and the agents, officers and employees of the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by the County or its agents, officers, employees and subcontractors, while performing any function or providing or delivering any service undertaken by the County pursuant to this Agreement; and

(2) For and with respect to the services to be provided by the County to the City pursuant to this Agreement, the County hereby contracts, covenants and agrees to obtain and maintain in full force and effect, during the Initial Term, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect and insure the County and the City and the City's agents, officers and employees from and against any claim, cause of action or liability arising out of or from the action, omission or failure to act by the County, its agents, officers, employees and subcontractors; and

(a) Said policy or policies ~~of~~ insurance shall name the City as an additional insured and shall provide that any policy may not be cancelled or modified except upon thirty (30) calendar days notice in writing delivered separately to the County and the City; and

(b) The County shall provide to the City insurance certificates as proof of the insurance policies obtained in accordance with this Agreement. If, through no fault of the County, such insurance policies are cancelled or endorsed in such way as to limit such insurance coverage, the County shall provide the City written notice thereof immediately, and the County shall obtain, as soon as possible and at its own cost, replacement insurance policies; and

(3) The County may, as an alternative, establish and maintain in full force and effect, during the Initial Term and any extended term of this Agreement, an adequately funded self insurance program with good and sufficient reserves established therefore sufficient to save, protect and insure the County and the City and its agents, officers and employees

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from the action, omission or failure to act by the County, its agents, officers, employees and subcontractors; and

(4) To the fullest extent permitted by law, the County hereby agrees to indemnify and hold the City and its agents, officers and employees harmless from all costs, claims, expenses, and liabilities (including attorney's fees) whatsoever that may be incurred by the City, its agents, officers, and employees, arising from any and all acts done or omitted to be done by County, or the employees, agents, subcontractors or assigns of the County, in connection with the operation of the County or the provision of service by the County pursuant to this Agreement; and provide further that this shall not be construed as creating any right, cause of action, or claim or waiver or estoppel for or on behalf of any third party nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or other legal defense to either contracting party as to any third party, under the laws of the State of Texas and/or the City Charter of the City.

C. **City Insurance and Indemnification.** The County shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents or assigns of the City, and the City covenants and agrees that:

(1) The City shall be solely responsible, as between the County and the City and the agents, officers and employees of the County, for and with respect to any claim or cause ~~or action arising out of or with respect to any claim or cause of~~ action arising out of or with respect to any act, omission or failure to act by the City or its agents, officers, employees and subcontractors, while performing any function or providing or delivering any service undertaken by the City pursuant to this Agreement; and

(2) For and with respect to the services to be provided by the City to the County pursuant to this Agreement, the City hereby contracts, covenants and agrees to obtain and maintain in full force and effect, during the Initial Term, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect and insure the County and the City and the County's agents, officers and employees from and against any claim, cause of action or liability arising out of or from the action, omission or failure to act by the City, its agents, officers, employees and subcontractors; and

(a) Said policy or policies of insurance shall name the County as an additional insured and shall provide that any policy may not be cancelled or modified except upon thirty (30) calendar days notice in writing delivered separately to the County and the City; and

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(b) The City shall provide to the County insurance certificates as proof of the insurance policies obtained in accordance with this Agreement. If, through no fault of the City, such insurance policies are cancelled or endorsed in such way as to limit such insurance coverage, the City shall provide the County written notice thereof immediately, and the City shall obtain, as soon as possible and at its own cost, replacement insurance policies; and

(3) The City may, as an alternative, establish and maintain in full force and effect, during the Initial Term and any extended term of this Agreement, an adequately funded self insurance program with good and sufficient reserves established therefore sufficient to save, protect and insure the County and the City and its agents, officers and employees from and against any claim, cause of action or liability arising out of or from the action, omission or failure to act by the City, its agents, officers, employees and subcontractors; and

(4) To the fullest extent permitted by law, the City hereby agrees to indemnify and hold the County and its agents, officers and employees harmless from all costs, claims, expenses, and liabilities (including attorney's fees) whatsoever that may be incurred by the County, its agents, officers, employees, arising from any and all acts done or omitted to be done by City, or the employees, agents, subcontractors or assigns of the City, in connection with the operation of the City or the provision of service by the City pursuant to this Agreement; and provided further that this shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or other legal defense to either contracting party as to any third party, under the laws of the State of Texas and/or the City of Charter of the City.

**D. Joint Negligence of County and City.** ~~[we need to add some language about comparative responsibility if joint negligence]~~ In the event the City and the County are found jointly negligent by a court of law as to any claim or cause of action arising out of or in any way associated with this Agreement, each Party shall be responsible for its comparative liability and shall indemnify and hold harmless the other Party to the extent of such comparative responsibility.

#### **ARTICLE VI** **OBLIGATIONS OF PARTIES**

In addition to the other duties and obligations set forth in this Agreement, the Parties agree to the following specific obligations.

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**A. City's Obligations**

~~(1) City will pay the initial fee for land surveying, platting and civil engineering on water lines, sewer lines and street design at the Center with such amounts subject to Article I Sections C and D.~~

~~(2) City will install water and sewer service to the Center with such amounts subject to Article I Sections C and D.~~

~~(3) City will bring water and sewer infrastructure to within five (5) feet of the Center within 30 days after it has received notice from the County to do so.~~

~~(4)~~  
(1) City will waive landfill tipping fees for the non-hazardous light construction debris during construction. For these purposes, "light construction debris" shall mean "all construction material excluding concrete, brick, masonry block or masonry-based materials." For construction debris not included as "light construction debris," the City's standard fees for landfill tipping shall apply.

**Comment [LS1]:** Included this in Article I A – this should be done by the contractor  
**Comment [LS2]:** Again this will be done by contractor except for water and sewer tap and meter in # 3  
**Comment [LS3]:** See above comments

~~(5)~~ (2) City will waive all city building permit fees and inspection fees for construction of the Center, and will waive any fees for the issuance of a Certificate of Occupancy.

~~(6)~~ (3) City will provide the initial water tap, water meter and sewer tap at the Center with such amounts subject at no charge to Article I, Sections C and D the County.

~~(7)~~ (4) City will pay its own telephone charges. All upgrades in ~~phone~~ the telephone systems by the City shall be paid for by the City.

~~(8) City will insure the furniture, fixtures and equipment in the City's portion of the Center but not to include the common areas.~~ (5)

**Comment [LS4]:** See Item B 4 below

**B. County Obligations:**

~~(1) County will grant to City the right to cross the County's property for water and sewer easements around the Center for the purpose of bringing water and sewer lines to the Center and to tie in to the existing water and sewer lines. County will waive its rights to receive compensation for granting said easements.~~

~~(2) Note:~~

**Comment [LS5]:** Contractor will do all water and sewer from property line to building as part of bid specs

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(1) Throughout the Initial Term of this Agreement and any applicable Renewal Terms, the County will ~~lease~~allow City to City use the Premises as described in Article IV, ~~Section 2-III(B)~~ and the office space as described in Article III(C).

(2) Pursuant to the architectural plans, the space assigned to the City will include furniture. City will have the option of replacing, at its own cost, any furniture after the initial installation by the County. County shall have no obligation under this Agreement to update the furniture. Any furniture, ~~fixt~~ure fixtures or equipment purchased by the City may be removed by the City upon termination of ~~the lease~~this Agreement.

(3) County will pay all expenses of maintenance and upkeep of the Center, including the Premises, subject to reimbursement from the City in accordance with this Agreement.

(4) County will obtain and pay for replacement cost insurance on the building and all contents with City listed as additional insured subject to reimbursement from the City in accordance with this Agreement.

(5) County will pay for its own telephone charges. All upgrades in the telephone systems by the County shall be paid for by the County.

**ARTICLE VII**

The Parties have jointly participated in the design of their respective spaces within the Center, and agree that the design planned as of August 31, 2010, is acceptable for each of their uses/purposes; and any subsequent changes to said design plan shall be approved by both Parties prior to implementation.

There shall be no alteration, adjustment, or building expansion to the City's square footage in the Center during the term(s) of this Agreement, unless it is mutually agreed upon by the governing bodies of both Parties, and is in writing signed by both Parties.

Executed in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2011

**CITY OF BIG SPRING, TEXAS**

By: \_\_\_\_\_  
Tommy Duncan, Mayor

DRAFT

ATTEST:

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

Executed in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2011

**HOWARD COUNTY, TEXAS**

By: \_\_\_\_\_  
Mark Barr, County Judge

ATTEST:

\_\_\_\_\_  
Donna Wright, County Clerk

Authorization for Professional Services

Parkhill, Smith & Cooper, Inc.

Date August 26, 2011
PSC Job No 01.0301.10
Project Manager Robert H. "Holly" Holder, PE

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

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

A. Client Information

Name City of Big Spring
Address 310 Nolan Street
City Big Spring State TX Zip 79720-2657
Representative Mr. Gary M. Fuqua Phone 915.264.2400
Owner of Property Involved
Credit References

B. Project Description

Project Name Big Spring Landfill Client PO No.
Location Big Spring, Texas
Estimated Completion Date
Description of CONSULTANT'S Service
West Cell Final Cap Modification, West and East Cell Drainage Modification, East Cell Resequencing Modification (See attached Exhibit B)

Client will provide access to work site(s).

C. Compensation

- 1. CONSULTANT'S total fee is estimated to be \$127,800.00. Actual fee shall not exceed such estimate by more than ten percent (10%) without the express written consent of CLIENT.
2. Basis of CONSULTANT'S fee (check one)
[X] Lump Sum with Progress Payments (schedule attached)
[ ] Time and Materials in accordance with the Schedule of Charges dated
[ ] Other (description) Anything outside of the proposed scope of work will be reimbursed on an hourly basis. Current Hourly Rate Schedule is attached to this contract.
3. CLIENT shall pay a retainage fee of \$0.00, which fee shall be paid in full prior to commencement of the services herein contemplated. Said fee shall be applied to CLIENT'S final payment for the services or products provided under this agreement.

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

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

Client:

Gary M. Fuqua
Title City Manager
Date
Agreement to be executed in duplicate

Parkhill, Smith & Cooper, Inc.

Robert H. "Holly" Holder, PE
Title Firm Principal
Date 8/26/2011

02/04

Client: City of Big Spring  
Contract/Proposal Date: August 26, 2011

**Standard Conditions**

CLIENT and CONSULTANT agree that the following provisions shall be a part of their agreement.

**ARTICLE 1. DEFINITIONS**

**1.1 DIRECT SALARY AND SALARY COSTS**

The phrase "direct salary" means the actual direct pay of the personnel assigned to the project. The phrase "salary costs" means "direct salary" plus payroll taxes, insurance, sick leave, holidays, vacation, and other direct fringe benefits.

**1.2 DIRECT EXPENSES**

The phrase "direct expenses" means expenditures made by CONSULTANT, its employees or its subconsultants in the interest of the Project. Applicable reimbursable Direct Expenses are defined in this agreement or the Schedule of Charges.

**ARTICLE 2. COMPENSATION**

**2.1 INVOICING PROCEDURE**

CLIENT will be invoiced at the end of the first billing period following commencement of services and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.

**2.2 EFFECT OF INVOICE**

The services performed shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CLIENT believes such services are incomplete or defective, and the invoice amount(s) in dispute. CLIENT shall pay undisputed amounts per this article.

**2.3 INTEREST; SUSPENSION OF SERVICES**

Failure of CLIENT to make full payment of an invoice so that it is received by CONSULTANT within said thirty (30) days of the date thereof subjects the amount overdue to a delinquent account charge of one (1%) of the invoice amount per month, compounded monthly. Failure of CLIENT to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the services herein contemplated to suspension or termination at CONSULTANT'S discretion.

**2.4 ADVANCE PAYMENT: WITHHOLDING OF PRODUCT OF SERVICES**

CONSULTANT reserves the right to require payment in advance for services it estimates will be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and products herein contemplated pending payment of CLIENT'S outstanding indebtedness or advance payment as required by CONSULTANT. Where services are performed on a reimbursable basis, budget may be increased by amendment to complete the scope of services. CONSULTANT is not obligated to provide services in excess of the authorized budget.

**ARTICLE 3. SERVICES, ADDITIONAL SERVICES, AND AMENDMENTS**

**3.1 DEFINITIONS**

Services and products not expressly or by implication specified in this agreement, as determined by CONSULTANT, will be provided only upon compliance with the procedures set forth in paragraphs 3.4 and 3.5 below.

**3.2 SERVICES DURING CONSTRUCTION**

Any construction period services provided by CONSULTANT are for the purpose of determining compliance by contractors with the functional provisions of project specifications only. CONSULTANT in no way guarantees or insures any contractor's work nor assumes responsibility for construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction, or for jobsite safety or for a contractor's compliance with laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.

**3.3 OPINIONS OF COST**

Any statements of estimated cost furnished by CONSULTANT are based on professional opinions and judgment, and CONSULTANT will not be responsible for fluctuations in construction costs.

**3.4 ADJUSTMENT**

Services or products not in the original scope of services will result in an adjustment of CONSULTANT'S original estimated budget or lump sum fee and will be provided at CLIENT'S request upon execution of a written amendment to this agreement expressly referring to the same, signed by both parties.

**3.5 AMENDMENTS**

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

**ARTICLE 4. TERMINATION OF AGREEMENT**

**4.1 DUE TO DEFAULT**

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with this agreement. Page 10 of 14

#### 4.2 WITHOUT CAUSE

This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the Project is abandoned.

#### 4.3 TERMINATION ADJUSTMENT: PAYMENT

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

### ARTICLE 5. ALLOCATION OF RISK, WARRANTY

#### 5.1 ALLOCATION OF RISK

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

#### 5.2 WARRANTY

The only warranty or guarantee made by CONSULTANT in connection with the services performed under this agreement is that such services are performed with the care and skill ordinarily exercised by members of the professional practicing under similar conditions at the same time and in the same or a similar locality. When the findings and recommendations of CONSULTANT are based on information supplied by CLIENT and others, such findings and recommendations are correct to the best of CONSULTANT'S knowledge and belief. No other warranty, express or implied, is made or intended by providing consulting services or by furnishing oral or written reports of the findings made.

### ARTICLE 6. GENERAL PROVISIONS

#### 6.1 APPLICABLE LAW

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

#### 6.2 PRECEDENCE OF CONDITIONS

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail in the absence of CONSULTANT'S express written agreement.

#### 6.3 ASSIGNMENT: SUBCONTRACTING

Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CLIENT hereby consents to CONSULTANT'S subcontracting any portion of the services to be performed hereunder.

#### 6.4 OWNERSHIP OF DOCUMENTS

All tracings, survey notes, computer programs, and other original documents are instruments of service and shall remain the property of CONSULTANT. Use of CONSULTANT'S product(s) of services on other projects without CONSULTANT'S prior written consent is prohibited; however, if used, such use shall be at CLIENT'S sole risk. No documents may be altered or modified except by CONSULTANT.

#### 6.5 FORCE MAJEURE

Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control, shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

#### 6.6 ATTORNEY'S FEES

Should either party hereto bring suit in court to enforce any term of this agreement, it is agreed that the prevailing party shall be entitled to recover his costs, expenses, and reasonable attorney's fees.

#### 6.7 MERGER: WAIVER: SURVIVAL

Except as set forth in Article 3.5 above, this agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions. Any provision hereof which is legally deemed void or unenforceable shall not void this entire agreement and all remaining provisions shall survive and be enforceable.

#### 6.8 SERVICES BY CLIENT

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

01/01

**EXHIBIT A**

**Parkhill, Smith & Cooper, Inc.  
Hourly Rate Schedule  
Current through December 31, 2011**

Client: City of Big Spring, Texas  
Project: Big Spring Landfill Modifications  
Agreement Date: August 26, 2011

**January 1, 2011**

<u>Classification</u>	<u>Hourly Rate</u>	<u>Classification</u>	<u>Hourly Rate</u>
PROFESSIONAL LEVEL VII Engineer VII Architect VII Landscape Architect VII Interior Designer VII	\$171.00	PROFESSIONAL LEVEL I Intern (Architect) I Intern (Interiors) I Intern (Landscape Architect) I Technologist I Resident Project Representative I Clerical Supervisor I	\$76.00
PROFESSIONAL LEVEL VI Engineer VI Architect VI Landscape Architect VI Interior Designer VI	\$145.00	SUPPORT STAFF III Engineering Technician III, IV CADD III, IV Administrative Secretary III Architect Technician III, IV Project Assistant I/II	\$73.00
PROFESSIONAL LEVEL V Engineer V Architect V Landscape Architect V Interior Designer V	\$129.00	SUPPORT STAFF II Architect Technician I, II Engineering Technician I, II CADD I, II Accounting Clerk I, II Administrative Secretary I, II Project Assistant EL Word Processor I, II Receptionist I, II File Clerk I	\$67.00
PROFESSIONAL LEVEL IV Engineer III, IV Architect IV, Intern (Architect) IV Landscape Architect IV Interior Designer IV Technologist IV Resident Project Representative IV	\$112.00	SUPPORT STAFF I Architectural Student EL Engineering Student EL Landscape Architecture Student EL Interiors Student EL CADD EL Accounting Clerk EL Word Processor EL Receptionist EL File Clerk EL	\$38.00
PROFESSIONAL LEVEL III Engineer I/II Architect III, Intern (Architect) III Landscape Architect III Intern (Landscape Architect) III Interior Designer III Technologist III Resident Project Representative III	\$94.00		
PROFESSIONAL LEVEL II Intern (Architect) II Interior Designer II, Intern (Interiors) II Landscape Architect II Technologist II Resident Project Representative II Clerical Supervisor II	\$84.00		

**Expenses**

Reimbursement for expenses, as listed below, but not limited to, incurred in connection with the services, will be at cost plus fifteen percent for items such as:

1. Maps, photographs, postage, telephone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job specific fees, insurance, permits, and licenses applicable to the work services.
5. Mileage at IRS approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one and one-half times the Hourly Rates specified above. Excise and gross receipts taxes, if any, will be added as an expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2011 through December 31, 2011. After December 31, 2011, invoices will reflect the Schedule of Charges currently in effect.



EXHIBIT B

August 12, 2011

Mr. Gary M. Fuqua  
City Manager  
City of Big Spring  
310 Nolan Street  
Big Spring, Texas 79720-2657

Re: City of Big Spring Landfill  
Fee Proposal

Dear Mr. Fuqua:

As you requested, Parkhill, Smith, and Cooper (PSC) has developed an engineering services scope of work and fee proposal for four projects at the City of Big Spring Landfill. These projects include:

- West Cell Final Cap Modification;
- East and West Cell Drainage Modification;
- East Cell Resequencing Modification; and
- New Landfill Facility Phase I Permitting.

This work will be performed on a lump sum basis unless otherwise indicated. For work outside of the scope we will invoice on an hourly rate basis utilizing PSC's 2011 Hourly Rate Schedule. The rate schedule is enclosed with this proposal.

West Cell Final Cap Modification

The addition of a Water Balance (WB) Final Cap for the West Cell will be completed in two phases, first design followed by permit modification. In the design phase PSC will conduct all required testing and design the cap utilizing the procedure outlined in TCEQ's January 2011 guidance document. In the permitting phase, PSC will prepare a permit modification to add the WB Final Cap to the landfill permit. PSC will respond to TCEQ inquires during their review.

Basic Engineering Services

Design Phase (Lump Sum).....	\$24,760
Geotechnical Testing (Reimbursable).....	\$4,510
Vegetative Assessment (Reimbursable).....	\$5,130
Permitting Phase (Lump Sum).....	<u>\$29,900</u>
 Total.....	 \$64,300

Amarillo  
El Paso  
Las Cruces  
Lubbock  
Midland

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West and East Cell Drainage Modification

PSC will complete a permit modification on the east and well cells' drainage system. This modification will allow the cells to be constructed with either small rock gabions or diversion berms with down-chutes. PSC will design the new drainage systems and complete all required hydraulic and erosion calculations. Figures will be prepared showing the location of the controls on the cells and details. PSC will respond to TCEQ inquires during their review.

Basic Engineering Services (Lump Sum)

Engineering .....\$27,000

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Basic Engineering Services (Lump Sum)

Engineering .....\$36,500

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After the survey is completed, PSC will begin permit document preparation. Parts I and II of the landfill permit document will be completed during Phase I. These two parts consist of information on the proposed site's existing conditions and site layout design.

We are assuming that the landfill will be designed to provide the City of Big Spring with solid waste disposal capacity for 100-years. Waste will be placed from approximately 30-feet below grade to 25-feet above grade. The facility's footprint will be approximately 160-acres, with 130-acres for waste disposal. This will leave approximately 30-acres for buildings, equipment parking, and other items. The landfill's size, shape, and arrangement may be adjusted to the city's preferences, but this may result in changes to the reimbursable costs below.

Basic Engineering Services

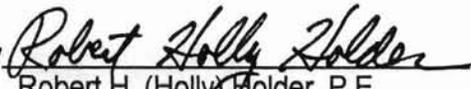
Phase I Permitting (Lump Sum).....	\$38,800 <sup>(1)</sup>
Geotechnical Report (Reimbursable).....	\$88,000 <sup>(2)</sup>
Topographic Survey (Reimbursable).....	<u>\$13,200<sup>(3)</sup></u>
 Total.....	 \$140,000

- (1) Will be determined following (2) and (3).
- (2) Final cost will be determined following TCEQ approval of site boring plan.
- (3) Final cost will be determined following property purchase.

We appreciate your confidence and look forward to completing these projects to maintain your municipal solid waste operations. We would be happy to discuss this in more detail at your convenience. Please call me at 806-473-3526 if you have any questions.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By   
 Robert H. (Holly) Holder, P.E.  
 Sector Director - Public Works

cc: Ms. Peggy Walker, City of Big Spring  
 Mr. Todd Darden, City of Big Spring  
 Mr. Kenny Davis, City of Big Spring

RHH/JDA/lf  
 Enclosures  
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**Authorization for Professional Services**

**Parkhill, Smith & Cooper, Inc.**

Date August 26, 2011  
PSC Job No 01.0301.10  
Project Manager Robert H. "Holly" Holder, PE

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

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

**A. Client Information**

Name City of Big Spring  
Address 310 Nolan Street  
City Big Spring State TX Zip 79720-2657  
Representative Mr. Gary M. Fuqua Phone 915.264.2400  
Owner of Property Involved \_\_\_\_\_  
Credit References \_\_\_\_\_

**B. Project Description**

Project Name Big Spring Landfill Client PO No. \_\_\_\_\_  
Location Big Spring, Texas  
Estimated Completion Date \_\_\_\_\_  
Description of CONSULTANT'S Service  
New Landfill Facility Phase I Permitting (See attached Exhibit B)

Client will provide access to work site(s).

**C. Compensation**

- CONSULTANT'S total fee is estimated to be \$140,000.00. Actual fee shall not exceed such estimate by more than ten percent (10%) without the express written consent of CLIENT.
- Basis of CONSULTANT'S fee (check one)
  - Lump Sum with Progress Payments (schedule attached)
  - Time and Materials in accordance with the Schedule of Charges dated \_\_\_\_\_
  - Other (description) Anything outside of the proposed scope of work will be reimbursed on an hourly basis. Current Hourly Rate Schedule is attached to this contract.
- CLIENT shall pay a retainage fee of \$0.00, which fee shall be paid in full prior to commencement of the services herein contemplated. Said fee shall be applied to CLIENT'S final payment for the services or products provided under this agreement.

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

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

**Client:**

\_\_\_\_\_  
Gary M. Fuqua  
Title City Manager  
Date \_\_\_\_\_  
Agreement to be executed in duplicate

**Parkhill, Smith & Cooper, Inc.**

Robert Holly Holder  
Robert H. "Holly" Holder, PE  
Title Firm Principal  
Date 8/26/2011

02/04

**Standard Conditions**

CLIENT and CONSULTANT agree that the following provisions shall be a part of their agreement.

**ARTICLE 1. DEFINITIONS**

**1.1 DIRECT SALARY AND SALARY COSTS**

The phrase "direct salary" means the actual direct pay of the personnel assigned to the project. The phrase "salary costs" means "direct salary" plus payroll taxes, insurance, sick leave, holidays, vacation, and other direct fringe benefits.

**1.2 DIRECT EXPENSES**

The phrase "direct expenses" means expenditures made by CONSULTANT, its employees or its subconsultants in the interest of the Project. Applicable reimbursable Direct Expenses are defined in this agreement or the Schedule of Charges.

**ARTICLE 2. COMPENSATION**

**2.1 INVOICING PROCEDURE**

CLIENT will be invoiced at the end of the first billing period following commencement of services and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.

**2.2 EFFECT OF INVOICE**

The services performed shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CLIENT believes such services are incomplete or defective, and the invoice amount(s) in dispute. CLIENT shall pay undisputed amounts per this article.

**2.3 INTEREST; SUSPENSION OF SERVICES**

Failure of CLIENT to make full payment of an invoice so that it is received by CONSULTANT within said thirty (30) days of the date thereof subjects the amount overdue to a delinquent account charge of one (1%) of the invoice amount per month, compounded monthly. Failure of CLIENT to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the services herein contemplated to suspension or termination at CONSULTANT'S discretion.

**2.4 ADVANCE PAYMENT: WITHHOLDING OF PRODUCT OF SERVICES**

CONSULTANT reserves the right to require payment in advance for services it estimates will be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and products herein contemplated pending payment of CLIENT'S outstanding indebtedness or advance payment as required by CONSULTANT. Where services are performed on a reimbursable basis, budget may be increased by amendment to complete the scope of services. CONSULTANT is not obligated to provide services in excess of the authorized budget.

**ARTICLE 3. SERVICES, ADDITIONAL SERVICES, AND AMENDMENTS**

**3.1 DEFINITIONS**

Services and products not expressly or by implication specified in this agreement, as determined by CONSULTANT, will be provided only upon compliance with the procedures set forth in paragraphs 3.4 and 3.5 below.

**3.2 SERVICES DURING CONSTRUCTION**

Any construction period services provided by CONSULTANT are for the purpose of determining compliance by contractors with the functional provisions of project specifications only. CONSULTANT in no way guarantees or insures any contractor's work nor assumes responsibility for construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction, or for jobsite safety or for a contractor's compliance with laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.

**3.3 OPINIONS OF COST**

Any statements of estimated cost furnished by CONSULTANT are based on professional opinions and judgment, and CONSULTANT will not be responsible for fluctuations in construction costs.

**3.4 ADJUSTMENT**

Services or products not in the original scope of services will result in an adjustment of CONSULTANT'S original estimated budget or lump sum fee and will be provided at CLIENT'S request upon execution of a written amendment to this agreement expressly referring to the same, signed by both parties.

**3.5 AMENDMENTS**

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

**ARTICLE 4. TERMINATION OF AGREEMENT**

**4.1 DUE TO DEFAULT**

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with this agreement or in default of the party initiating the termination.

#### 4.2 WITHOUT CAUSE

This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the Project is abandoned.

#### 4.3 TERMINATION ADJUSTMENT: PAYMENT

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

### ARTICLE 5. ALLOCATION OF RISK, WARRANTY

#### 5.1 ALLOCATION OF RISK

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

#### 5.2 WARRANTY

The only warranty or guarantee made by CONSULTANT in connection with the services performed under this agreement is that such services are performed with the care and skill ordinarily exercised by members of the professional practicing under similar conditions at the same time and in the same or a similar locality. When the findings and recommendations of CONSULTANT are based on information supplied by CLIENT and others, such findings and recommendations are correct to the best of CONSULTANT'S knowledge and belief. No other warranty, express or implied, is made or intended by providing consulting services or by furnishing oral or written reports of the findings made.

### ARTICLE 6. GENERAL PROVISIONS

#### 6.1 APPLICABLE LAW

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

#### 6.2 PRECEDENCE OF CONDITIONS

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail in the absence of CONSULTANT'S express written agreement.

#### 6.3 ASSIGNMENT: SUBCONTRACTING

Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CLIENT hereby consents to CONSULTANT'S subcontracting any portion of the services to be performed hereunder.

#### 6.4 OWNERSHIP OF DOCUMENTS

All tracings, survey notes, computer programs, and other original documents are instruments of service and shall remain the property of CONSULTANT. Use of CONSULTANT'S product(s) of services on other projects without CONSULTANT'S prior written consent is prohibited; however, if used, such use shall be at CLIENT'S sole risk. No documents may be altered or modified except by CONSULTANT.

#### 6.5 FORCE MAJEURE

Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control, shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

#### 6.6 ATTORNEY'S FEES

Should either party hereto bring suit in court to enforce any term of this agreement, it is agreed that the prevailing party shall be entitled to recover his costs, expenses, and reasonable attorney's fees.

#### 6.7 MERGER: WAIVER: SURVIVAL

Except as set forth in Article 3.5 above, this agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions. Any provision hereof which is legally deemed void or unenforceable shall not void this entire agreement and all remaining provisions shall survive and be enforceable.

#### 6.8 SERVICES BY CLIENT

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

01/01

**EXHIBIT A**

**Parkhill, Smith & Cooper, Inc.  
Hourly Rate Schedule  
Current through December 31, 2011**

Client: City of Big Spring, Texas  
Project: Big Spring Landfill New Landfill Facility Phase I Permitting  
Agreement Date: August 26, 2011

**January 1, 2011**

<u>Classification</u>	<u>Hourly Rate</u>	<u>Classification</u>	<u>Hourly Rate</u>
PROFESSIONAL LEVEL VII Engineer VII Architect VII Landscape Architect VII Interior Designer VII	\$171.00	PROFESSIONAL LEVEL I Intern (Architect) I Intern (Interiors) I Intern (Landscape Architect) I Technologist I Resident Project Representative I Clerical Supervisor I	\$76.00
PROFESSIONAL LEVEL VI Engineer VI Architect VI Landscape Architect VI Interior Designer VI	\$145.00	SUPPORT STAFF III Engineering Technician III, IV CADD III, IV Administrative Secretary III Architect Technician III, IV Project Assistant I/II	\$73.00
PROFESSIONAL LEVEL V Engineer V Architect V Landscape Architect V Interior Designer V	\$129.00	SUPPORT STAFF II Architect Technician I, II Engineering Technician I, II CADD I, II Accounting Clerk I, II Administrative Secretary I, II Project Assistant EL Word Processor I, II Receptionist I, II File Clerk I	\$67.00
PROFESSIONAL LEVEL IV Engineer III, IV Architect IV, Intern (Architect) IV Landscape Architect IV Interior Designer IV Technologist IV Resident Project Representative IV	\$112.00	SUPPORT STAFF I Architectural Student EL Engineering Student EL Landscape Architecture Student EL Interiors Student EL CADD EL Accounting Clerk EL Word Processor EL Receptionist EL File Clerk EL	\$38.00
PROFESSIONAL LEVEL III Engineer I/II Architect III, Intern (Architect) III Landscape Architect III Intern (Landscape Architect) III Interior Designer III Technologist III Resident Project Representative III	\$94.00		
PROFESSIONAL LEVEL II Intern (Architect) II Interior Designer II, Intern (Interiors) II Landscape Architect II Technologist II Resident Project Representative II Clerical Supervisor II	\$84.00		

**Expenses**

Reimbursement for expenses, as listed below, but not limited to, incurred in connection with the services, will be at cost plus fifteen percent for items such as:

1. Maps, photographs, postage, telephone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job specific fees, insurance, permits, and licenses applicable to the work services.
5. Mileage at IRS approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one and one-half times the Hourly Rates specified above. Excise and gross receipts taxes, if any, will be added as an expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2011 through December 31, 2011. After December 31, 2011, invoices will reflect the Schedule of Charges currently in effect.



EXHIBIT B

August 12, 2011

Mr. Gary M. Fuqua  
City Manager  
City of Big Spring  
310 Nolan Street  
Big Spring, Texas 79720-2657

Re: City of Big Spring Landfill  
Fee Proposal

Dear Mr. Fuqua:

As you requested, Parkhill, Smith, and Cooper (PSC) has developed an engineering services scope of work and fee proposal for four projects at the City of Big Spring Landfill. These projects include:

- West Cell Final Cap Modification;
- East and West Cell Drainage Modification;
- East Cell Resequencing Modification; and
- New Landfill Facility Phase I Permitting.

This work will be performed on a lump sum basis unless otherwise indicated. For work outside of the scope we will invoice on an hourly rate basis utilizing PSC's 2011 Hourly Rate Schedule. The rate schedule is enclosed with this proposal.

West Cell Final Cap Modification

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Permitting Phase (Lump Sum).....	<u>\$29,900</u>
 Total.....	 \$64,300

Amarillo  
El Paso  
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Lubbock  
Midland

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Engineering .....\$27,000

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Basic Engineering Services (Lump Sum)

Engineering .....\$36,500

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Basic Engineering Services

Phase I Permitting (Lump Sum).....	\$38,800 <sup>(1)</sup>
Geotechnical Report (Reimbursable).....	\$88,000 <sup>(2)</sup>
Topographic Survey (Reimbursable).....	<u>\$13,200<sup>(3)</sup></u>
 Total.....	 \$140,000

- (1) Will be determined following (2) and (3).
- (2) Final cost will be determined following TCEQ approval of site boring plan.
- (3) Final cost will be determined following property purchase.

We appreciate your confidence and look forward to completing these projects to maintain your municipal solid waste operations. We would be happy to discuss this in more detail at your convenience. Please call me at 806-473-3526 if you have any questions.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By   
 Robert H. (Holly) Holder, P.E.  
 Sector Director - Public Works

cc: Ms. Peggy Walker, City of Big Spring  
 Mr. Todd Darden, City of Big Spring  
 Mr. Kenny Davis, City of Big Spring

RHH/JDA/f  
 Enclosures  
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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, DESIGNATING TIM BLACKSHEAR AS NOMINEE FOR THE POSITION OF DIRECTOR ON THE BOARD OF DIRECTORS OF THE HOWARD COUNTY JOINT TAX APPRAISAL DISTRICT FOR THE YEARS OF 2012 AND 2013

WHEREAS, the State Property Tax Code requires that the board of directors of an appraisal district serve a two year term; and

WHEREAS, the term of the current Board of Directors will expire on December 31, 2011; and

WHEREAS, each taxing unit that is entitled to vote may nominate candidates for each position to be filled; and

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

That Tim Blackshear be and is hereby selected as nominee for the position of Director on the Board of Directors for the Howard County Joint Tax Appraisal District for the years 2012 and 2013.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 27<sup>th</sup> day of September, 2011, 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 25<sup>th</sup> day of October, 2011, with all members present voting "aye" for passage of same.

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

ATTEST:

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

**Minutes of the Board of Director's Regular Meeting**  
**BIG SPRING ECONOMIC DEVELOPMENT CORPORATION**  
**Tuesday, August 16, 2011**  
**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 5:17 p.m. Tuesday, August 16, 2011 in the offices of the Big Spring Economic Development Corporation with Mr. Bomar, presiding. The following notice was sent on August 12, 2011 to all Directors, the news media, and duly posted on August 12, 2011, 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, August 16, 2011 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 July 19, 2011 Regular Meeting, Action on July Financials and Investment Reports, Action Consideration of Plan of Work for 2011-2012, Action to approve Corporate Resolution adopting Investment Policy for 2011-2012, Approve Authorized Security Brokers/Dealers, Action to approve Corporate Resolution for authorized Representative for Financial Institutions, Action to enter into an Incentive Agreement with ACME Energy Services, INC., DBA Big Dog Rig Movers, Action to enter into an Incentive Agreement with Desert Tanks LLC, Approval of 2011-2012 Annual Budget, Directors Report, Executive Session; Action as a result of Executive Session; Public Comment; Board Comment; and Adjourn".

**Directors Present:**

Mr. Rodney Bomar  
Mr. Glenn Fillingim  
Mr. Larry McLellan  
Dr. Keith Ledford  
Mr. Justin Myers

**Directors Absent:**

**Staff Present:**

Mr. Terry Wegman  
Mrs. Teresa Darden

**Guests:**

Miklos Szabo, Amanda Moreno

**AGENDA ITEM # 1 – Call to Order:**

Mr. Bomar called the meeting to order at 5:17 p.m.

**AGENDA ITEM # 2- Invocation and Pledge:**

Mr. Bomar led the invocation and pledge.

**ACTION ITEM #3- Action on Minutes of the July 19, 2011 Regular Board Meeting**

Mr. Bomar presented the minutes of the July 19, 2011 Regular Meeting. Motion to accept the minutes were made by Mr. Fillingim, seconded by Mr. Myers. The motion passed 3 to 0 with all members present voting "aye" in favor of the motion. Mr. McLellan and Dr. Ledford arrived after motion.

**ACTION ITEM #4- Action on July Financials and Investment Reports**

Mr. Fillingim presented the July Financials and Investment report. Motion to approve the July Financials and Investment Report was made by Mr. Myers seconded by Dr. Ledford. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

**AGENDA ITEM #5- Considerations/Action of 2011-2012 Plan of Work**

Mr. Wegman presented the goals for 2011-2012. Motion to approve the Goals for 2011-2012 was made by Mr. McLellan, seconded by Mr. Fillingim. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion

**AGENDA ITEM #6- Action to approve Corporate Resolution adopting Investment Policy for 2011-2012**

Mr. Wegman presented the Investment Policy for 2011-2012. Motion to approve the Corporate Resolution adopting the Investment Policy for 2011-2012 was made by Dr. Ledford, seconded by Mr. McLellan. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

**AGENDA ITEM #7- Approval of Authorized Security Brokers/Dealers**

Mr. Wegman presented the 2011-2012 Security Brokers/Dealers. Motion to approve the Security Brokers/Dealers was made by Mr. McLellan, seconded by Dr. Ledford. The motion passed 4 to 0 with Mr. Fillingim abstaining.

**AGENDA ITEM #8- Approval of a Corporate Resolution authorizing a Representative for Financial Institutions**

Mr. Wegman presented the 2011-2012 Resolution for authorized Representative for Financial Institutions. Motion to approve the Resolution authorizing the Executive Director as Authorized Representative for Financial Institutions was made by Mr. Myers, seconded by Mr. Fillingim. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

**AGENDA ITEM #9- Action to enter into Incentive Agreement with ACME Energy Services INC., DBA Big Dog Rig Movers**

Mr. Wegman presented the Incentive Agreement with ACME Energy DBA Big Dog Rig Movers. Motion to approve the Agreement was made by Mr. McLellan, seconded by Dr. Ledford. The motion passed 3 to 2 with Mr. Myers and Mr. Bomar voting against the motion.

**AGENDA ITEM # 10 Action to enter into an Incentive Agreement with Desert Tanks LLC**

Mr. Wegman presented the Incentive Agreement with Desert Tank LLC. Motion to approve the Agreement was made by Dr. Ledford, seconded by Mr. Myers. The motion passed 4 to 0 with Mr. Fillingim abstaining.

**AGENDA ITEM #11 Approval of 2011-2012 Annual Budget**

Mr. Wegman presented the 2011-2012 Annual Budget. Motion to approve the 2011-2012 Annual Budget was made by Mr. Fillingim, seconded by Mr. McLellan. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

**AGENDA ITEM #12- Directors Report**

Mr. Wegman gave the Board an update on projects including: Electrical Industry Training Institute (EITI) joining in a partnership with Howard College to offer training in Howard County. Local contractors will be meeting with local contractors in order to determine the specific need for the area. If EITI feels there is sufficient need for the program, the services will be provided on the Howard College campus with EITI instructors. Howard County Community Health Care center opened on July 14 and currently has 9 employees, WETT/Isolux is currently remodeling the Western building in order to start business and will be needing warehouse space for a lay down yard. Mr. Wayne Morton GM of WETT spoke at the State of the Community Breakfast on August 10 about the WETT project, The relief route has received funding and is waiting on further approval, which is expected to come sometime in September or October. Amarillo and Lubbock have each designated \$12.5 million to the project. Abilene has designated the majority of their budget, \$38 million, to the project. Mr. Wegman advised the board of past and upcoming meetings that include: Legislative Summit in San Angelo on August 17<sup>th</sup>, High Ground Board Retreat on August 23- 24, TEDC Summer Meeting on July 28-29 in Abilene, Sales Tax Training on August 19<sup>th</sup> in Lubbock and next EDC meeting on September 20<sup>th</sup>.

**AGENDA ITEM # 13- Executive Session**

- **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).**

Mr. Bomar adjourned the Board of Directors into Executive Session @ 6:07 pm. August 16, 2011

**AGENDA ITEM #14- Action as a result of Executive Session**

Mr. Bomar reconvened the Board of Directors into open session @ 7:24 p.m. August 16, 2011. Action as a result include:

None

**AGENDA ITEM #15- Public Comments**

None

**AGENDA ITEM # 16- Board Comments**

None

**AGENDA ITEM # 17- Adjourn**

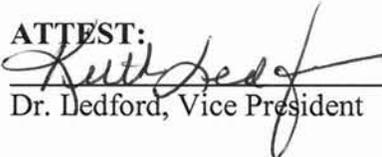
Mr. Bomar asked for a motion to adjourn.

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

Meeting adjourned at 7:24 pm on August 16, 2011

  
\_\_\_\_\_  
Mr. Bomar, President

**ATTEST:**

  
\_\_\_\_\_  
Dr. Ledford, Vice President



**Board Appointment Resume**

Board you wish to serve on: (#3) McMAHON-WRINKLE AIRPARK DEL. BOARD

- 1. Animal Control Committee
- 2. Big Spring Citizens Advisory Committee
- 3. McMahon-Wrinkle Airpark Development Board
- 4. Parks and Recreation Board
- 5. Planning and Zoning Commission
- 6. Traffic Commission
- 7. Zoning Board of Adjustments
- 8. Convention & Visitors Bureau

Your Name: WILLIE RANGEL, JR

Address: 309 NW 11th St.  
Big Spring, TX 79720

Home Telephone Number: (432) 267-8070

Work Telephone Number: (432) 263-8641 - Cell (432) 816-1672

Current Occupation: BARBER

Past Experience: Served on board before, and  
Served on PEC Board



FEB 08 2011

City of Big Spring, Texas

CITY OF BIG SPRING

310 Nolan

ADMINISTRATION 401

Big Spring, TX 79720 Fax (432) 263-8310

Board Appointment Resume

Board you wish to serve on: McMahon-Wrinkle Airpark Board

- 1. Animal Control Committee
- 2. Big Spring Citizens Advisory Committee
- 3. McMahon-Wrinkle Airpark Development Board
- 4. Parks and Recreation Board
- 5. Planning and Zoning Commission
- 6. Traffic Commission
- 7. Zoning Board of Adjustments
- 8. Convention & Visitors Bureau

Your Name: James Sinclair

Address: 1600 Phillips Rd  
Big Spring, TX 79720

Home Telephone Number: 432-264-6077

Work Telephone Number: N/A

Current Occupation: Retired

Past Experience: Graduated in the Webb AFB class of 69-06. Spent a total of 5 1/2 years in the U.S. Air force. Worked 6 1/2 years for the FAA as an air traffic controller. I have about eight years of experience in general accounting and budget development.

Education: B.S. in Chemistry with a math  
minor, Truman University 1967. I have  
about 50 hours of Business courses  
earned through Pan American University  
and UTPB in addition to my under  
graduate degree.

Signature: James Sinclair Date Feb 3, 2011

**Mail to:**

**City Manager  
310 Nolan  
Big Spring, TX 79720**



### Board Appointment Resume

Board you wish to serve on: Planning & Zoning Board

1. Animal Control Committee
2. Big Spring Citizens Advisory Committee
3. McMahon-Wrinkle Airpark Development Board
4. Parks and Recreation Board
5. Planning and Zoning Commission
6. Traffic Commission
7. Zoning Board of Adjustments
8. Convention & Visitors Bureau

Your Name: Anna Osborne

Address: 2407 Allendale

Big Spring, TX 79720

Home Telephone Number: 432-268-3283

Work Telephone Number: 432-264-4890

Current Occupation: Chief, Human Resource Office (Dept. of Veterans Affairs)

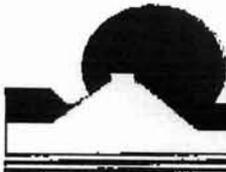
Past Experience: 18yrs supervisory working in HR in not only government but in private sector. I have worked in various private companies as the HR Manager and Regional HR Manager for over 18yrs. I have worked at the following local (area) companies: Wal-Mart; StarTEK; Tx Bollweevil; Haliburton, Fiberflex Inc; and presently West Texas VA Health Care System. I have been a resident of Big Spring

*for 36 yrs.*

Education: Graduated Big Spring High School - 93'  
Attended Howard College - 93-01

Signature: Anna Osborne Date 6/2/2011

**Mail to:**  
**City Manager**  
**310 Nolan**  
**Big Spring, TX 79720**



# City of Big Spring, Texas

310 Nolan  
Big Spring, TX 79720

Ph. (432) 264-2401  
Fax (432) 263-8310

## Board Appointment Resume

Board you wish to serve on: BIG SPRING EDC

1. Animal Control Committee
2. Big Spring Citizens Advisory Committee
3. McMahon-Wrinkle Airpark Development Board
4. Parks and Recreation Board
5. Planning and Zoning Commission
6. Traffic Commission
7. Zoning Board of Adjustments
8. Convention & Visitors Bureau

Your Name: SCOTT MACKENZIE

Address: 2611 ANN DR.  
BIG SPRING, TX 79720

Home Telephone Number: 432-935-2886

Work Telephone Number: 432-261-5555

Current Occupation: COMMERCIAL LENDING

Past Experience: 2000-2005 ASSISTANT SERVICE MANAGER

SEWELL CADILLAC DALLAS, TX

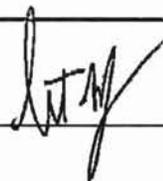
2002-2006 ASSISTANT SERVICE MANAGER

JERRY'S CHEVROLET WEATHERFORD, TX

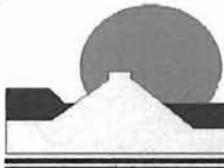
2006-PRESENT COMMERCIAL LENDER / ASSISTANT VICE PRESIDENT

AMERICAN STATE BANK BIG SPRING, TX

Education: TEXAS TECH UNIVERSITY, LUBBOCK, TX  
BACHELOR OF BUSINESS ADMINISTRATION  
2000

Signature:  Date 8/24/11

**Mail to:**  
**City Manager**  
**310 Nolan**  
**Big Spring, TX 79720**



**Board Appointment Resume**

Board you wish to serve on: Economic Development Board

1. Animal Control Committee
2. Big Spring Citizens Advisory Committee
3. McMahon-Wrinkle Airpark Development Board
4. Parks and Recreation Board
5. Planning and Zoning Commission
6. Traffic Commission
7. Zoning Board of Adjustments
8. Convention & Visitors Bureau

Your Name: Jimmy Miller

Address: 4303 Ratliff Road (P.O. Box 488 for mail)  
Big Spring Texas, 79721

Home Telephone Number: (432) 263-8005

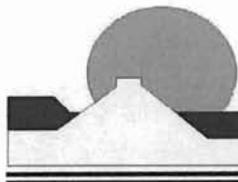
Work Telephone Number: (432) 263-9234

Current Occupation: Health, Safety, Security, & Environmental Manager -Alon

Past Experience: \_\_\_\_\_

- 1) Employed 16 years at the Big Spring Refinery working in  
several areas including HSE, Operations, and Laboratory.
- 2) Real Estate investor with rental property in Big Spring.





## Board Appointment Resume

Board you wish to serve on: Big Spring Economic Development Board

1. Animal Control Committee
2. Big Spring Citizens Advisory Committee
3. McMahon-Wrinkle Airpark Development Board
4. Parks and Recreation Board
5. Planning and Zoning Commission
6. Traffic Commission
7. Zoning Board of Adjustments
8. Convention & Visitors Bureau

Your Name: Jim DePauw

Address: 713 Baylor Blvd.  
Big Spring, TX 79720

Home Telephone Number: (432) 263-0008

Work Telephone Number: (432) 935-0051

Current Occupation: CPA, College Professor, Rancher

Past Experience: Upon graduation from college, I went to work for a public accounting firm and subsequently worked in the corporate tax department of The LTV Corporation in Dallas, TX. I have been a licensed Certified Public Accountant in Texas for 25 years.

In November of 1984, I was recruited to be the controller of Knight Construction, Inc. (formerly known as Strickland & Knight, Inc.) in Big Spring, TX. In 1990, I acquired an ownership interest in the company and was named treasurer of the company.

During those years, our company was a TX DOT qualified contractor. Some of our notable local projects included the reconstruction of five of the interstate highway bridges in Big Spring, the widening of Gregg Street from four

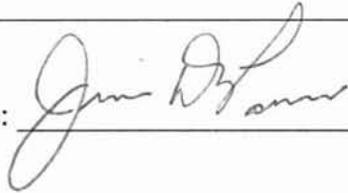
lanes to five lanes and the construction of Runway 6-24 at the McMahon Wrinkle Airpark. We were also the developer of the Highland Caprock subdivision in Big Spring.

Our last major construction project was the completion of the Houston-Harte freeway in San Angelo, TX. At the conclusion of this project in 2004, we transitioned our company out of the construction business and into the cattle ranching management business which we still enjoy operating today.

In addition, I am presently completing my second year of teaching business classes at Howard College.

**Education:** Bachelor of Science, Accounting, Arizona State University, 1982, Cum Laude.

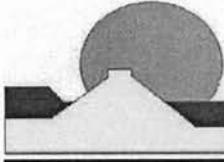
Signature:



Date September 20, 2011

**Mail to:**

**City Manager  
310 Nolan  
Big Spring, TX 79720**



## Board Appointment Resume

Board you wish to serve on: Economic Development

1. Animal Control Committee
2. Big Spring Citizens Advisory Committee
3. McMahon-Wrinkle Airpark Development Board
4. Parks and Recreation Board
5. Planning and Zoning Commission
6. Traffic Commission
7. Zoning Board of Adjustments
8. Convention & Visitors Bureau

Your Name: David G. Justice

Address: 1219 S. Moss Lake Rd.

Big Spring, Texas 79720

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

Work Telephone Number: 432-260-3322

Current Occupation: CEO/Senior Warden, BSCC/GEO Corrections

Past Experience: \_\_\_\_\_

General Contractor

Retired Federal Bureau of Prisons 1987-2007

Warden, w/experience in construction, design, maintenance

Education: \_\_\_\_\_

Associates – Howard College

BS Criminal Justice – Park University

MPA – Haumpton School of Public Affairs, Park University

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Signature:  Date 9-23-11

**Mail to:**  
**City Manager**  
**310 Nolan**  
**Big Spring, TX 79720**