

CITY COUNCIL AGENDA

City of Big Spring
Tuesday, October 23, 2012

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, October 23, 2012, at 5:30 p.m. in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

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

Presentations & Public Hearings

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| 1. | Invocation & Pledge of Allegiance to the United States Flag and to the Texas State Flag | | Duncan |
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Disposition of Minutes

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| 2. | Minutes of the Regular Meeting of September 25, 2012 | 4-8 | Davis |
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Consent Items

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| 3. | Final Reading of a Resolution Amending the Authorized Representatives Empowered to Transmit and Withdraw Funds from TexPool; and Declaring an Effective Date | 9-11 | Walker |
| 4. | Final Reading of a Resolution Amending the Authorized Representatives Empowered to Transmit and Withdraw Funds from TexSTAR; and Declaring an Effective Date | 12-14 | Walker |
| 5. | <u>Final Reading of an Ordinance Granting to ATMOS Energy Corporation Certain Franchise Rights</u> | 15-22 | Walker |

Final Reading of an Ordinance Granting to ATMOS Energy Corporation the Franchise and Rights to Conduct in Such City the Business of Acquiring, Maintaining, Constructing, Laying, Repairing, Removing, Replacing, Installing, Operating, and Disposing of a Gas System for the Sale, Transportation, and Distribution of Natural Gas within the Municipal Boundaries of the City and to the Residents and Businesses Located Therein for Light, Heat, Power, and any Other Purposes and the Right to Use the Present and Future Streets, Roads, Highways, Alleys, Public Ways, and Real Property in Such City and Owned or Controlled by Such City for Such Purposes; Prescribing the Terms and Conditions to which Such Franchise and Rights are Subject; and Prescribing the Term of Such Franchise and Rights

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| 6. | Acceptance of Convention and Visitors Bureau Committee Minutes for Special Meeting of August 22, 2012 | 23 | Walker |
| 7. | Acceptance of Howard County Appraisal District Board Minutes for Meeting of September 12, 2012 | 24-25 | Walker |

Routine Business

- | | | | |
|----|-------------------------------------|--|-----------|
| 8. | Vouchers for 10/11/12 \$ 295,376.37 | | Fernandez |
| | Vouchers for 10/18/12 \$ 964,485.55 | | |

Bids

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|----|--|----|--------|
| 9. | Award Annual Bids as Follows and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | | Medina |
| | a. Small Fire Engine/Pumper | 26 | |
| | b. 30 Cubic Yard Sanitation Truck | 27 | |
| | c. Tractor with Aerator | 28 | |
| | d. Type I Ambulance | 29 | |

New Business

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|-----|--|-------|---------|
| 10. | Presentation of the Texas Comptroller's Video Overview of Type A and Type B Economic Development Corporations | | Duncan |
| 11. | First Reading of an Ordinance Amending Chapter Six of the City Codes Entitled "Cemeteries, Parks and Recreation" by Amending Article 10 Entitled "Ball Field Recreational Areas" by Amending Section 6-181(B) Entitled "League Fees Prescribed" by Permitting Concession Stands to be Locked with Keys Provided by the City and Providing a Fee of \$100.00 for a League's Failure to Return Such Keys; Providing for Severability and Providing an Effective Date | 30-31 | Sjogren |
| 12. | Approval of a Professional Services Agreement with Parkhill, Smith & Cooper for Engineering/Architect Services for the Western Container Building Office Addition and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | 32-39 | Sjogren |
| 13. | Consideration of Authorizing the Mayor or His Designee to Negotiate a New Lease with Western Container to Include Adjustments Related to the Office Addition to Western Container Building and Authorizing the Mayor or His Designee to Execute Any Necessary Documents. | | Sjogren |

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| 14. | Appointment to Planning & Zoning Commission
1 - Opening | Resume | | Fuqua |
| | Peggy Hopper | Yes | 40-41 | |
| | Charles Yates | Yes | 42 | |
| 15. | Appointment to the Howard County 9-1-1 Communication District Board | | 43 | Walker |
| 16. | City Manager's Reappointment to Civil Service Commission | | | Fuqua |
| 17. | Acceptance of Big Spring Economic Development Corporation Board of Directors Minutes for Regular Meeting of September 18, 2012 | | 44-46 | Fuqua |

City Manager's Report

- | | | | | |
|-----|--|--|--|-------|
| 18. | Meeting Schedule for November & December | | | Fuqua |
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Council Input

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| 19. | Input | | | Duncan |
| 20. | Adjourn | | | |

I hereby certify that this agenda was posted on the official bulletin boards at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on Friday, October 19, 2012 at 4:30 p.m. In addition this agenda and supporting documents are posted on the City of Big Spring's website, www.mybigspring.com in accordance with legal requirements.


 Lesa Gamble, Administrative Assistant

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

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

October _____, 2012 at _____ a.m./p.m. By: _____
 City Secretary's Office

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

The City Council of the City of Big Spring, Texas, met in a regular meeting in the City Council Chambers located at 307 E. 4th, Big Spring, Texas, at 5:30 p.m., October 9, 2012, with the following members present:

TOMMY DUNCAN	Mayor
CRAIG OLSON	Mayor Pro Tem
MARCUS FERNANDEZ	Councilmember
CARMEN HARBOUR	Councilmember
GLEN CARRIGAN	Councilmember
BOBBY MCDONALD	Councilmember
MARVIN BOYD	Councilmember

Same and constituting a quorum; and

GARY FUQUA	City Manager
LINDA SJOGREN	City Attorney
PEGGY WALKER	Finance Director/City Secretary
JOHN MEDINA	Human Resources Director
LONNIE SMITH	Police Chief
CRAIG FERGUSON	Fire Chief
JIM LITTLE	Airpark Director
TIM GREEN	Municipal Court Judge

PRESENTATIONS & PUBLIC HEARINGS

INVOCATION & PLEDGE OF ALLEGIANCE

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

DISPOSITION OF MINUTES

MINUTES OF THE REGULAR MEETING OF SEPTEMBER 25, 2012

Motion was made by Councilmember Carrigan, seconded by Councilmember Boyd, with all members of the Council voting "aye" approving minutes of the regular meeting of September 25, 2012.

CONSENT ITEMS

ACCEPTANCE OF CONVENTION AND VISITORS BUREAU COMMITTEE
MINUTES FOR MEETING OF AUGUST 1, 2012

ACCEPTANCE OF MCMAHON-WRINKLE AIRPARK DEVELOPMENT BOARD
MINUTES FOR MEETING OF AUGUST 16, 2012

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

ROUTINE BUSINESS

Councilmember Boyd reviewed the vouchers. Motion was made by Councilmember Boyd, seconded by Mayor Pro Tem Olson, with all members of the Council voting "aye" approving vouchers in the amount of \$551,311.59 (9/27/12) and \$944,564.87 (10/04/12).

NEW BUSINESS

FIRST READING OF A RESOLUTION AMENDING THE AUTHORIZED
REPRESENTAIVES EMPOWERED TO TRANSMIT AND WITHDRAW FUNDS FROM
TEXPOOL; AND DECLARING AN EFFECTIVE DATE

Motion was made by Councilmember Carrigan, seconded by Councilmember Fernandez, with all members of the Council voting "aye" approving first reading of a resolution amending the authorized representatives empowered to transmit and withdraw funds from TexPool; and declaring an effective date.

FIRST READING OF A RESOLUTION AMENDING THE AUTHORIZED
REPRESENTATIVES EMPOWERED TO TRANSMIT AND WITHDRAW FUNDS FROM
TexSTAR; AND DECLARING AN EFFECTIVE DATE

Motion was made by Councilmember Fernandez, seconded by Councilmember Boyd, with all members of the Council voting "aye" approving first reading of a resolution amending the authorized representatives empowered to transmit and withdraw funds from TexSTAR; and declaring an effective date.

EMERGENCY READING OF A RESOLUTION ADOPTING CITIZEN COMPLAINT
PROCEDURES AND A CITIZEN PARTICIPATION PLAN AS PART OF THE TEXAS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE
TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT
FUND

Motion was made by Councilmember Fernandez, seconded by Councilmember Carrigan, with all members of the Council voting "aye" approving an emergency reading of a resolution adopting citizen complaint procedures and a citizen participation plan as part of the Texas Community

Development Block Grant Program application to the Texas Department of Agriculture for the Community Development Fund.

AWARD CONTRACT FOR ENGINEERING SERVICES AS PART OF THE TEXAS DEPARTMENT OF AGRICULTURE GRANT APPLICATION FOR WATER SYSTEM IMPROVEMENTS

Motion was made by Councilmember McDonald, seconded by Mayor Pro Tem Olson, with all members of the Council voting “aye” awarding a contract for engineering services as part of the Texas Department of Agriculture Grant Application for water system improvements to Parkhill, Smith & Cooper.

FIRST READING OF AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION THE FRANCHISE AND RIGHTS TO CONDUCT IN SUCH CITY THE BUSINESS OF ACQUIRING, MAINTAINING, CONSTRUCTING, LAYING, REPAIRING, REMOVING, REPLACING, INSTALLING, OPERATING, AND DISPOSING OF A GAS SYSTEM FOR THE SALE, TRANSPORTATION, AND DISTRIBUTION OF NATURAL GAS WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY AND TO THE RESIDENTS AND BUSINESSES LOCATED THEREIN FOR LIGHT, HEAT, POWER, AND ANY OTHER PURPOSES AND THE RIGHT TO USE THE PRESENT AND FUTURE STREETS, ROADS, HIGHWAYS, ALLEYS, PUBLIC WAYS, AND REAL PROPERTY IS SUCH CITY AND OWNED OR CONTROLLED BY SUCH CITY FOR SUCH PURPOSES; PRESCRIBING THE TERMS AND CONDITIONS TO WHICH SUCH FRANCHISE AND RIGHTS ARE SUBJECT; AND PRESCRIBING THE TERM OF SUCH FRANCHISE AND RIGHTS

Motion was made by Councilmember Harbour, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving first reading of an ordinance granting to ATMOS Energy Corporation certain franchise rights.

APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BIG SPRING AND PARKHILL, SMITH AND COOPER, INC. FOR PROFESSIONAL SERVICES FOR THE 2013 WATER DISTRIBUTION SYSTEM IMPROVEMENTS PROJECT AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Fernandez, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving an agreement between the City of Big Spring and Parkhill, Smith and Cooper, Inc. for professional services for the 2013 Water Distribution System Improvements Project and authorizing the Mayor or his designee to execute any necessary documents.

APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BIG SPRING AND REGION VIII EDUCATION SERVICE CENTER FOR PURCHASING COOPERATIVE AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Boyd, seconded by Councilmember Harbour, with all members of the Council voting “aye” approving an interlocal agreement between the City of Big Spring and Region VIII Education Service Center for purchasing cooperative and authorizing the City Manager or his designee to execute any necessary documents.

UPDATE ON SETTLEMENT AGREEMENT BETWEEN ATMOS ENERGY CORP., WEST TEXAS DIVISION AND THE STEERING COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS

Peggy Walker, Finance Director, explained that the Railroad Commission had unanimously approved the negotiated settlement agreement between the West Texas Steering Committee and Atmos Energy. Rates for citizens in Big Spring are expected to remain fairly static, with base rates increasing and commodity charges decreasing.

CITY MANAGER’S REPORT

Gary Fuqua, City Manager, announced that CRMWD would be meeting to discuss the possibility of easing delivery restrictions due to the lake levels rising from the recent rain. He stated that the City would likely go from Stage 3 of the Drought Contingency Plan to Stage 2 if the District increased the amount of water the City could purchase.

COUNCIL INPUT

Mayor Duncan announced that he attended a town hall meeting held at the Howard College campus where Senator Kel Seliger was the speaker, and it was very informative.

EXECUTIVE SESSION

ADJOURN INTO EXECUTIVE SESSION AT 5:55 P.M.

EXECUTIVE SESSION UNDER SECTION 551.071(2) OF THE TEXAS GOVERNMENT CODE TO CONSULT WITH THE CITY ATTORNEY REGARDING ATTORNEY-CLIENT PRIVILEGED LEGAL MATTERS RELATED TO RAILROAD SPUR OPERATIONS AND TRACK AGREEMENTS

RECONVENE INTO REGULAR SESSION AND TAKE ANY NECESSARY ACTION AT 6:13 P.M.

No action was taken.

ADJOURN

Motion was made by Councilmember Carrigan, seconded by Councilmember McDonald, with all members of the Council voting “aye” to adjourn at 6:14 p.m.

CITY OF BIG SPRING, TEXAS

Tommy Duncan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING THE AUTHORIZED REPRESENTATIVES EMPOWERED TO TRANSMIT AND WITHDRAW FUNDS FROM TEXPOOL; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City of Big Spring, Texas, Location Number 77776, (“Participant”) is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool (“TexPool/Textpool *Prime*”), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

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

- Section I. THAT the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool/Textpool *Prime* and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- Section II. THAT an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant’s TexPool/Textpool *Prime* account or (2) is no longer employed by the Participant; and
- Section III. THAT the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

- | | | |
|----|---|---|
| 1. | Name: Tommy Duncan
Signature: _____ | Title: Mayor
Phone Number: 432-264-2350 |
| 2. | Name: Peggy S. Walker
Signature: _____ | Title: Director of Finance
Phone Number: 432-264-2514 |
| 3. | Name: Donald Moore
Signature: _____ | Title: Assistant Finance Director
Phone Number: 432-264-2517 |

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name: Peggy S. Walker
 Email: pwalker@mybigspring.com Fax Number: 432-264-2387

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name: N/A Title: _____

Section IV. THAT this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation.

Section V. THAT this Resolution shall supersede and replace all prior Authorized Representative designation and shall become effective immediately upon its final passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Council of the City of Big Spring, Texas, on the 9th day of October, 2012 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 of the City of Big Spring, Texas, on the 23rd day of October, 2012 with all members present voting “aye” for passage of same.

Tommy Duncan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING THE AUTHORIZED REPRESENTATIVES EMPOWERED TO TRANSMIT AND WITHDRAW FUNDS FROM TexSTAR; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City of Big Spring (the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created thereunder known as TexSTAR Short Term Asset Reserve Fund "TexSTAR"); and

WHEREAS, the Application designated one or more "Authorized Representatives" within the meaning of the Agreement; and

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

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

- Section I. THAT the following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.
- Section II. THAT this document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement.
- Section III. THAT this resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TexSTAR Board.
- Section IV. THAT the terms used in this resolution have the meanings given to them by the Application.
- Section V. THAT this resolution shall become effective immediately upon its final passage and shall supersede and replace any prior authorized Representative designation.

Authorized Representatives. Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board

PASSED AND APPROVED on first reading at a regular meeting of the City Council of the City of Big Spring, Texas, on the 9th day of October, 2012 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 of the City of Big Spring, Texas, on the 23rd day of October, 2012 with all members present voting “aye” for passage of same.

Tommy Duncan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, GRANTING TO ATMOS ENERGY CORPORATION (A TEXAS AND VIRGINIA CORPORATION, WITH ITS PRINCIPAL OFFICE IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS) THE FRANCHISE AND RIGHTS TO CONDUCT IN SUCH CITY THE BUSINESS OF ACQUIRING, MAINTAINING, CONSTRUCTING, LAYING, REPAIRING, REMOVING, REPLACING, INSTALLING, OPERATING, AND DISPOSING OF A GAS SYSTEM FOR THE SALE, TRANSPORTATION, AND DISTRIBUTION OF NATURAL GAS WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY AND TO THE RESIDENTS AND BUSINESSES LOCATED THEREIN FOR LIGHT, HEAT, POWER, AND ANY OTHER PURPOSES AND THE RIGHT TO USE THE PRESENT AND FUTURE STREETS, ROADS, HIGHWAYS, ALLEYS, PUBLIC WAYS, AND REAL PROPERTY IN SUCH CITY AND OWNED OR CONTROLLED BY SUCH CITY FOR SUCH PURPOSES; PRESCRIBING THE TERMS AND CONDITIONS TO WHICH SUCH FRANCHISE AND RIGHTS ARE SUBJECT; AND PRESCRIBING THE TERM OF SUCH FRANCHISE AND RIGHTS.

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

The CITY of BIG SPRING, TEXAS (hereinafter referred to as the “City”) hereby ordains that, subject to the terms and conditions hereinafter set forth, ATMOS ENERGY CORPORATION, a Texas and Virginia corporation with its principal office in the City of Dallas, Dallas County, Texas (hereinafter referred to as “Atmos”), be, and hereby is, granted the non-exclusive franchise and rights to conduct in the City the business of acquiring (by purchase, lease, or otherwise), maintaining, constructing, laying, repairing, removing, replacing, installing, operating, and disposing of (by sale, lease, or otherwise) a gas system, as hereinafter defined, for the sale, transportation, and distribution of natural gas within the municipal boundaries of the City and to the residents and businesses located therein for light, heat, power, and any other purpose during the term set forth below. Such franchise and rights shall include, but not be limited to, the right to use the present and future streets, roads, highways, alleys, public ways, and other real property owned by or under the control of the City for purposes of maintaining, constructing, laying, repairing, removing, replacing, installing, and operating any and all components of the gas system, together with access, at all times and from time to time, to such streets, roads, highways, alleys, public ways, and other real property during the term hereof.

ARTICLE I
DEFINITIONS

For purposes of this Ordinance, the following terms shall have the meanings set forth below:

Section 1.1. Gas System. The term “gas system” shall mean any and all pipelines, as hereinafter defined, meters, valves, compressors, anti-corrosion items, facilities, structures, machinery, equipment, and appurtenances of any kind that Atmos, in its sole discretion, may deem necessary or advisable for the exercise of the franchise and rights granted to Atmos herein.

Section 1.2. Pipelines. The term “pipelines” shall mean any and all above-ground and below-ground pipes, including, but not limited to, mains, distribution lines, secondary lines, laterals, and other pipes, that have been, are being, or are intended to be used at any time in, or in connection with, the sale, transportation, or distribution of natural gas within the City.

ARTICLE II TERM

Section 2.1. Term. Unless earlier terminated in accordance with the terms and provisions hereof, the term of the franchise and rights hereby granted to Atmos shall be for a period of 10 (ten) years, commencing on the effective date hereof as defined in Section 7.6 below.

ARTICLE III ACKNOWLEDGMENT AND GRANT OF SPECIFIC RIGHTS OF ATMOS

In addition to the franchise and rights granted herein to Atmos, the City acknowledges that Atmos has, and hereby grants to Atmos, the following rights and powers:

Section 3.1. Right to Contract. Atmos may enter into separate gas service contracts with industrial or other consumers in the City whose average consumption of gas generally is substantially in excess of the average consumption by residential or commercial consumers or whose service requirements generally are substantially different from the average service requirements of residential or commercial consumers. Such contracts may provide for rates different from the rates applicable to such residential and commercial consumers.

Section 3.2. Discontinuance of Service. Atmos may discontinue service to any residential or commercial consumer for any lawful reason, including, but not limited to, such consumer's failure to pay, when due, any indebtedness owed by such consumer to Atmos.

Section 3.3. Reconnection Charges. In addition to any and all other proper charges, Atmos may charge and collect from any residential or commercial consumer whose service has been discontinued by Atmos a reasonable reconnection or similar charge for recommencing service to such consumer.

Section 3.4. Adoption of Rules. From time to time during the term hereof, Atmos may, subject to any and all valid and applicable statutes, ordinances, rules, and regulations of any federal or state governmental authority or agency, make and enforce reasonable rules pertaining to Atmos' business and operations, including, but not limited to, requiring any residential or commercial consumer to execute and deliver a written contract or amendment to an existing written contract prior, and as a condition, to the initial commencement, recommencement, or continuation of service to such consumer.

Section 3.5. Removal of Gas System. Atmos may remove all or any portion of the gas system upon the termination by the City, pursuant to Article VI of this Ordinance, of the franchise and rights granted hereby.

Section 3.6. Consumer Preferences. Atmos may give preference to residential consumers over other consumers during periods in which the total volume of gas available for distribution to and within the City is insufficient, for any reason whatsoever, to adequately supply all residential and commercial consumers.

ARTICLE IV **OBLIGATIONS OF ATMOS**

Section 4.1. Franchise Fee.

(a) As consideration for the grant of the franchise and rights herein and for the use by Atmos of the streets, roads, highways, alleys, public ways, and other real property owned or controlled by the City, Atmos shall pay to the City, within thirty (30) days after the end of each calendar quarter, a franchise fee equal to three and half percent (3 1/2%) of Atmos' gross receipts derived from the sale, transportation, and distribution by Atmos of natural gas within the City limits during the preceding calendar quarter. Additionally, Atmos shall pay to the City, within thirty (30) days after the end of each calendar quarter, a franchise fee equal to three and half percent (3 1/2%) of the value of gas transported by Atmos Energy for transport customers through the Gas System of Atmos within the City (excluding the value of any gas transported to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Atmos' monthly Weighted Average Cost of Gas charged to industrial customers in the West Texas division, as reasonably near the time as the transportation service is performed. At any time during the term of this franchise, the City may increase the franchise fee payable hereunder, subject to and in accordance with all of the following terms and conditions:

- (1) The City may increase the franchise fee only if the franchise fee, as so increased, constitutes a charge for Atmos' use of the City's streets, roads, highways, alleys, public ways, and other real property that is reasonable and lawful. Such increase must be adopted by the governing body of the City at a public hearing that is held no earlier than thirty (30) days following the delivery to Atmos by the City, in person or by certified or registered mail, of a written notice stating the reason for, and the date, time, and place of, such hearing.
- (2) The franchise fee may not be increased pursuant to this Subsection 4.1(a) more than one time in any five-year period during the term of this franchise.
- (3) The franchise fee may not be increased at any one time by an amount exceeding one-half of one percent (1/2 of 1%) of Atmos' gross receipts derived from the sale, transportation, and distribution by Atmos of natural gas within the municipal boundaries of the City; and the total franchise fee

payable hereunder may not be increased during the term hereof to an amount exceeding the lesser of (i) five percent (5%) of such gross receipts or (ii) the percentage of gross receipts payable by any electric utility doing business within the City pursuant to a franchise granted by the City.

- (4) In the event the franchise fee provided herein exceeds that franchise fee amount that is recovered by Atmos as part of its base rates for natural gas service charged to its customers within the City, or if the franchise fee is increased in accordance with this Subsection 4.1(a), the City agrees that Atmos may immediately add a line-item surcharge to the monthly bills of Atmos' customers located within the City in an amount sufficient to recover such excess or increase.

(b) Nothing in Subsection 4.1(a) shall preclude, or be deemed to preclude, Atmos and the City from agreeing to an increase in the franchise fee in excess of the limitations imposed in such subsection.

(c) The franchise fee, together with any and all charges of the City for water, sewage, and garbage services provided by the City to Atmos, any and all sales taxes collected by Atmos, and any and all ad valorem taxes assessed by the City against Atmos' property, shall constitute the only amounts for which Atmos shall be obligated to pay to the City and shall be in lieu of any and all other costs, levies, assessments, fees, or other amounts, of any kind whatsoever, that the City, currently or in the future, may charge Atmos or assess against Atmos' property.

Section 4.2. No Obstruction of Public Property. Atmos shall not, unnecessarily or for any unreasonable period of time, obstruct or interfere with the public use of any of the streets, roads, highways, alleys, public ways, or other real property owned or controlled by the City.

Section 4.3. Repair of Damages. Atmos shall repair any and all damages caused solely by Atmos to any streets, roads, highways, alleys, public ways, or other real property owned or controlled by the City and shall restore, as nearly as practicable, such property to substantially its condition immediately prior to the incident causing such damage. The City may, from time to time, adopt reasonable ordinances regulating such work.

Section 4.4. Conduct of Work and Activities. Atmos shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any real or personal property.

Section 4.5. Use of Alleys. Atmos shall attempt to utilize the alleys of the City insofar as is reasonably practicable in conducting its work and activities hereunder. Notwithstanding the foregoing, however, Atmos may, when reasonably necessary, utilize the streets and any other public ways owned or controlled by the City to perform such work and activities.

Section 4.6. Service and Supply. Atmos shall use reasonable care to furnish good and reliable service and an adequate supply of natural gas.

Section 4.7. Installation of Underground Pipelines. Atmos shall, when reasonably practicable, install all pipelines under-ground at such depth and in such manner so as not to interfere with the existing pavement, curbs, gutters, or underground wires, cables, or water or sewer pipes owned or controlled by the City.

Section 4.8. No Discrimination Between Consumers. Subject to Atmos' rights set forth in Article III of this Ordinance, Atmos shall not discriminate against any consumer with respect to charges for natural gas or services rendered under substantially the same circumstances to other consumers of the same classification.

Section 4.9. Changes in Gas System.

(a) Atmos shall, upon written request from the City, change the location, position, route, or depth of any pipeline or other component of the gas system if and when such change becomes reasonably necessary because of a change in the grade of any street, road, highway, alley, public way, or other real property owned or controlled by the City or because of any change in the location of, or in the manner of maintaining, constructing, laying, repairing, removing, replacing, installing, or operating any pavement, curbs, gutters, or underground wires, cables, or water or sewer pipes owned or controlled by the City. The City's written request for such change must set forth, in detail, all of the essential elements and specifications of the requested change.

(b) Atmos may seek payment from any governmental entity or agency, person, or party of any amount to which Atmos may be entitled because of such change in location, position, route, or depth or because of the abandonment of any pipeline or other component of the gas system regardless of whether such pipeline or component is wholly or partially located in any public or private way or right-of-way.

Section 4.10. Service to New Areas. If during the term of this franchise the boundaries of the Town are expanded, the Town will promptly notify Atmos in writing of any geographic areas annexed by the Town during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to Atmos by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as Atmos may reasonably require in ascertaining whether there exist any customers of Atmos receiving natural gas service in said annexed area. To the extent there are such Atmos customers therein, then the gross revenues of Atmos derived from the sale and distribution of natural gas to such customers shall become subject to the franchise fee provisions hereof effective on the first day of Atmos' billing cycle immediately following Atmos' receipt of the Annexation Notice. The failure by the Town to advise Atmos in writing through proper Annexation Notice of any geographic areas which are annexed by the Town shall relieve Atmos from any obligation to remit any franchise fees to Town based upon gross revenues derived by Atmos from the sale and distribution of natural gas to customers within the annexed area until Town delivers an Annexation Notice to Atmos in accordance with the terms hereof.

Section 4.11. Schedule of Rates. Atmos shall, at all times, keep on file with the City a schedule setting forth current residential and commercial rates for natural gas and services rendered to customers within the City. Nothing contained in this Ordinance, however, shall adversely affect Atmos' right to apply for an increase in all or any of its rates at any time and

from time to time during the term hereof and to a lawful and equitable decision with respect to any such application.

Section 4.12. Rebates. Atmos shall not grant, directly or indirectly, any rebate, in the form of money or any other thing of value, to any consumer in order to circumvent the rate schedule filed with the City pursuant to Section 4.10 of this Article IV.

Section 4.13. Maps of Gas System. Atmos shall have available a map or maps showing the current location of all pipelines and other components of Atmos' natural gas distribution facilities located in the City.

Section 4.14. Bond for Removal of Gas System. Atmos shall, upon electing to remove all or any portion of the gas system in accordance with Section 3.5 of Article III of this Ordinance, file with the Secretary of the City a bond in a reasonable amount and with a proper and adequate surety, securing Atmos' obligation to promptly repair, at Atmos' sole expense, any damage to any real property owned or controlled by the City caused by Atmos' removal of all or any portion of the gas system and to restore such property to substantially the same condition it was in immediately prior to the incident causing such damage.

ARTICLE V RIGHTS OF THE CITY

Section 5.1. Use of City Property. The right of Atmos hereunder to use any streets, roads, highways, alleys, public ways, and other real property owned or controlled by the City shall in no way affect the right of the City or its agents to maintain, construct, lay, repair, remove, replace, install, or operate any pavement, curbs, gutters, or underground wires, cables, or water or sewer pipes owned by the City and located on or near such streets, roads, highways, alleys, public ways, and other real property.

Section 5.2. Inspection of Books and Records. The City may, at its sole expense and, upon reasonable prior notice, at any reasonable time during normal business hours, inspect and copy any of Atmos' books and records, wherever located, pertaining to and directly affecting the rights of the City arising under or by virtue of this Ordinance.

ARTICLE VI REMEDIES UPON DEFAULT BY ATMOS

Section 6.1. Termination of Franchise and Rights. In the event of a substantial breach by Atmos of any material provision of this Ordinance, the City may terminate the franchise and rights granted to Atmos hereunder, provided, however, that such termination shall not be effective unless and until the procedures described below have been followed:

(a) The City must deliver to Atmos, by certified or registered mail, a written notice signed by the Mayor, attested by the Secretary, and sealed with the official seal of the City. Such notice must (i) fairly and fully set forth in detail each of the alleged acts or omissions of Atmos that the City contends constitutes a substantial breach of any material provision hereof, (ii) designate which of the terms and conditions hereof the City contends Atmos breached, and (iii)

specify the date, time, and place at which a public hearing will be held by the governing body of the City for the purpose of determining whether the allegations contained in the notice did in fact occur, provided, however, that the date of such hearing may not be less than thirty (30) days after the date of such notice.

(b) Within ten (10) days following the adjournment of the public hearing described in Subsection 6.1(a) above, the City must deliver to Atmos, by certified or registered mail, a written notice signed by the Mayor, attested by the Secretary, and sealed with the official seal of the City, setting forth (i) the acts and omissions of Atmos described in the first notice that the governing body of the City determines to have in fact occurred and (ii) the specific terms and conditions of this Ordinance listed in the first notice that the governing body of the City determines to have in fact been breached by such acts or omissions of Atmos.

(c) The City must permit Atmos the opportunity to substantially correct all of the breaches hereof set forth in the written notice described in Subsection 6.1(b) above within sixty (60) days after Atmos' receipt of such notice.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1. Force Majeure. Notwithstanding anything expressly or impliedly to the contrary contained herein, in the event Atmos is prevented, wholly or partially, from complying with any obligation or undertaking contained herein by reason of any event of force majeure, then, while so prevented, compliance with such obligations or undertakings shall be suspended, and the time during which Atmos is so prevented shall not be counted against Atmos for any reason. The term "force majeure", as used herein, shall mean any cause not reasonably within Atmos' control and includes, but is not limited to, acts of God, strikes, lock-outs, wars, terrorism, riots, orders or decrees of any lawfully constituted federal, state, or local body, contagions or contaminations hazardous to human life or health, fires, storms, floods, wash-outs, explosions, breakages or accidents to machinery or lines of pipe, inability to obtain or the delay in obtaining rights-of-way, materials, supplies, or labor permits, temporary failures of gas supply, or necessary repair, maintenance, or replacement of facilities used in the performance of the obligations contained in this Ordinance.

Section 7.2. Other Ordinances. Except to the extent otherwise expressly provided herein, the franchise and rights granted hereby and the operations and activities performed by Atmos pursuant hereto shall be subject to all valid ordinances and regulations of the City and any valid amendments thereto insofar as, and only insofar as, such ordinances and regulations (i) do not shorten the term hereof or terminate, abrogate, or materially and adversely affect the franchise and rights granted to Atmos hereby or (ii) do not conflict with or are not inconsistent with the terms and provisions contained in this Ordinance, such conflicting or inconsistent ordinances hereby being repealed to the extent of such conflict or inconsistency.

Section 7.3. Amendments. This Ordinance and the franchise and rights granted herein may be amended only by written agreement of the City and Atmos to such amendment.

Section 7.4. Severability. In the event any part of this Ordinance is determined to be invalid or illegal for any reason whatsoever, such invalidity or illegality shall not affect the validity or legality of this Ordinance as a whole or of any part hereof.

Section 7.5. Binding Effect. This Ordinance shall extend to, be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 7.6. Effective Date. This Ordinance shall become effective on the date on which this Ordinance is finally adopted by the City in accordance with law, and Atmos shall file with the Secretary of the City a letter stating that Atmos accepts this Ordinance as adopted and agrees to comply with and be bound by all of the terms and conditions hereof. A true and correct copy of this Ordinance as finally adopted shall be attached to such letter and by reference made a part thereof, and the letter shall be addressed to the Mayor and the governing body of the City, dated, and executed by an authorized officer of Atmos. Upon this Ordinance becoming effective, this Ordinance shall supersede any and all prior ordinances of the City, including but not limited to the Franchise Agreement terminating October 31, 2012, regarding the subject matter of this Ordinance.

Section 7.7. Section and Other Headings. The section and other headings contained in this Ordinance are for reference purposes only and shall not affect in any way the meaning or interpretation of this Ordinance.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 9th day of October, 2012, with all members present voting “aye” for passage of the same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 23rd day of October, 2012, with all members present voting “aye” for passage of same.

CITY OF BIG SPRING, TEXAS

Tommy Duncan, Mayor

ATTEST:

Peggy S. Walker, City Secretary

City’s Mailing Address and Phone Number:

City of Big Spring
310 Nolan
Big Spring, TX 79720
432-264-2514

**Convention and Visitors Bureau Committee
Minutes from Special Meeting on Wednesday, August 22, 2012
City Council Chambers**

Present: Troy Tompkins, Jim Clements, Peggy Walker, Gary Fuqua, Jay Patel,
Carmen Harbour
Staff: Debbie Wegman, Devoun Blount
Absent: Marcus Fernandez
Guests: Treavor Partlow & Josh Bales, Feltlow Customs

Jim Clements called the meeting to order at 4:03 p.m.

Approval of minutes

The minutes from the meeting of August 1, 2012 were reviewed. Motion was made by Gary Fuqua to approve the minutes as written. Motion was seconded by Troy Tompkins and passed unanimously.

Discussion of Event Funding Requests

- a. Feltlow Customs West Texas Rod Run: Josh Bales and Treavor Partlow presented the funding request. This was the first time for these gentlemen to host the event which was previously managed by Mr. Raymond Hogg. Mr. Bales and Mr. Partlow apologized for the lateness of the request. They are asking for help with the purchase of T-shirts and trophies. In the future, they plan to turn the event into to a two day show to attract more participants and may change the date. Motion was made by Troy Tompkins to approve the funding request in the amount of \$1,550.00. Motion was seconded by Gary Fuqua and passed unanimously.

Discussion of Follow-up Reports

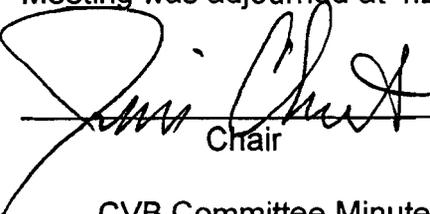
- b. Big Spring Kennel Club AKC Dog Show: The report was presented by Debbie Wegman. Ms. Betty Kelly was not able to make the meeting. The Kennel Club only requests the payment for use of the Dorothy Garrett Coliseum every year. This report was the best ever turned in; a detailed spreadsheet was provided with all the expenses and revenue.

CVB Coordinator Report

Texas Plains Trail Round Up Conference 2012: There were many good comments on the facility and the hospitality. There were also great speakers, unfortunately not as many attendees as hoped. There were approximately 70 attendees.

The Comanche Warrior Triathlon is scheduled for September 8, 2012.

Meeting was adjourned at 4:21 p.m.



Chair



Date

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

SEPTEMBER 12, 2012

The Board of Directors of the Howard County Appraisal District (HCAD) met for their Regular Meeting on August 8, 2012 at 5:15 pm. Directors present were Donnie Baker, Dale Humphreys and Tim Blackshear. Ronny Babcock and Shane Schaffner represented the HCAD.

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

No one was registered for public comments.

The minutes for August 8, 2012 were reviewed and approved on a motion from Donnie Baker with a second from Dale Humphreys. Motion carried 3 to 0.

The bills were inspected and reviewed. Tim Blackshear made a motion to approve the bills, Dale Humphreys seconded the motion. Motion carried 3 to 0.

The financial reports were reviewed and approved on a motion from Dale Humphreys, with a second from Tim Blackshear. Motion carried 3 to 0.

The travel expense were discussed. Donnie Baker motioned to approve the Travel expense as submitted. Tim Blackshear seconded the motion. Motion carried 3 to 0.

A motion was made by Tim Blackshear to approve the 2013-2014 Howard County Appraisal District Reappraisal Plan as presented. Motion was seconded by Dale Humphreys. Motion carried 3 to 0.

Dale Humphreys motioned to approve the "Quick Overview of the Property Tax & Valuation Process" as printed. Donnie Baker seconded the motion. Motion carried 3 to 0.

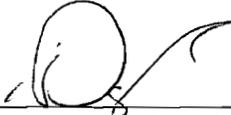
Tim Blackshear motioned to approve the District Vehicle Usage Policy as presented. Dale Humphreys seconded the motion. Motion carried 3 to 0.

The Agreement between the Appraisal District and Pictometry Intl. Corp. was tabled.

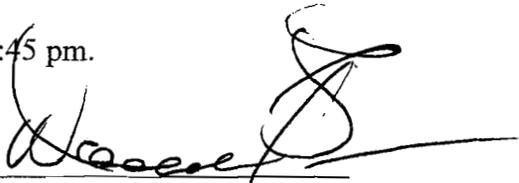
Dale Humphreys motioned to approve the Personnel Policy regarding New Hiring Policy. Tim Blackshear seconded the motion. Motion carried 3 to 0.

Ronny Babcock informed the Board that he might present new Health Insurance plans in the next meeting.

With no other business to discuss, the meeting adjourned at 5:45 pm.



Secretary, Dale Humphreys



Chairman, Donnie Baker



Purchasing and Material Control Memorandum

To: Honorable Mayor, City Council, City Manager
From: Paul Sotelo, Purchasing Agent
Date: October 23, 2012
Subject: Request for Bid Award for Small Fire Engine/ Pumper

On Tuesday, October 16, 2012, the City of Big Spring received quotes for a Small Fire Engine/ Pumper through the Buyboard Purchasing Cooperative and HGAC Purchasing Cooperative.

Recommendation: Staff recommends that the bid be awarded to Daco Fire Equipment of Lubbock, Texas, through BuyBoard, for a Rosenbauer Mini Pumper with a Ford F550 chassis in the amount of **\$169,593.26**, which reflects a price of **\$406.74** under budget.



Purchasing and Material Control Memorandum

To: Honorable Mayor, City Council, City Manager
From: Paul Sotelo, Purchasing Agent
Date: October 23, 2012
Subject: Request for Bid Award for 30 Cubic Yard Sanitation Truck

On Tuesday, October 16, 2012, the City of Big Spring received quotes for a Thirty (30) Cubic Yard Sanitation Truck through the BuyBoard Purchasing Cooperative and the HGAC Purchasing Cooperative.

Recommendation: Staff recommends that the bid be awarded to Rush Refuse Systems from Houston, Texas for a Peterbilt Cabover chassis with a Challenger round body, through BuyBoard, in the amount of **\$225,543.95**, which reflects a cost of **\$14,456.05** under budget.



Purchasing and Material Control Memorandum

To: Honorable Mayor, City Council, City Manager
From: Paul Sotelo, Purchasing Agent
Date: October 23, 2012
Subject: Request for Bid Award for Tractor with Aerator

On Tuesday, October 16, 2012, the City of Big Spring received quotes for a Tractor with Aerator through the BuyBoard, HGAC, and TXMAS Purchasing Cooperatives

Recommendation: Staff recommends that the bid be awarded to South Plains Implement for a John Deere 3032E tractor, purchased through TXMAS, and a Frontier Core Aerator, purchased through HGAC, in the amount of **\$18,550.96**, which reflects a cost of **\$11,449.04** under budget.



Purchasing and Material Control Memorandum

To: Honorable Mayor, City Council, City Manager
From: Paul Sotelo, Purchasing Agent
Date: October 23, 2012
Subject: Request for Bid Award for Type I Ambulance

On Tuesday, October 16, 2012, the City of Big Spring received quotes for a Type I Ambulance from BuyBoard and HGAC.

Recommendation: Staff recommends the bid be awarded to San Antonio Ambulance for a Chevy 3500 4X2 Type I Ambulance, purchased through BuyBoard, in the amount of \$107,000.00, which is \$2000.00 over budget.

ORDINANCE _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER SIX OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "CEMETERIES, PARKS, AND RECREATION" BY AMENDING ARTICLE 10 ENTITLED "BALL FIELD RECREATIONAL AREAS" BY AMENDING SECTION 6-181(B) ENTITLED "LEAGUE FEES PRESCRIBED" BY PERMITTING CONCESSION STANDS TO BE LOCKED WITH KEYS PROVIDED BY THE CITY AND PROVIDING A FEE OF \$100.00 FOR A LEAGUE'S FAILURE TO RETURN SUCH KEYS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Big Spring finds it necessary to establish fees for the utilization of City ball field recreational areas;

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

SECTION 1: THAT Chapter 6, Article 10, Section 6-181(B) of the Big Spring Code of Ordinances entitled "Ball Field Recreational Areas" are hereby amended to read as follows:

(B) Use of Common Areas: Each league will be allowed use on the days specified in the schedule of the common areas associated within the respective fields including restrooms and concession stands as indicated on the map attached to the registration form on file with the Convention and Visitors' Bureau. During the defined season for each League, it shall have exclusive use of the applicable concession area and may lock the concession using the two (2) keys provided to each League President at the time of registration. Tournament users scheduled by the Convention and Visitors' Bureau during the League season will not be allowed to use the concession area without the written consent of the applicable League but may set up an outside concession area. At the end of the season, the League must remove all items and equipment from the concession area, return two (2) concession stand keys and will no longer have exclusive use of the area during the off-season. Any items not removed within ten (10) days of the end for the season will be removed and stored. The applicable league will be responsible for removal and storage fees before return of the equipment. Failure to return concession stand keys will result in a One-Hundred Dollar (\$100.00) fee that shall be paid before the applicable League is granted use of the concession stands for any subsequent season.

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 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.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **23rd** day of **October, 2012** with all members present voting “aye” for passage of the same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **6th** day of **November, 2012** with all members present voting “aye” for passage of the same.

Tommy Duncan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary



October 18, 2012

**City of Big Spring
310 Nolan
Big Spring, Texas 79720-2657
Attn: Mr. Todd Darden**

RE: Agreement for Professional Services for the Western Container Building Office Addition

Dear Mr. Darden:

Parkhill, Smith & Cooper, Inc. (A/E) is pleased to have the opportunity to provide Architectural and Engineering services to the City of Big Spring (OWNER) for the Western Container Building Office Addition at the McMahon-Wrinkle Airport & Industrial Park (Project).

We understand the Scope of Services you require to be:

- 1. Parkhill, Smith and Cooper, Inc. (PSC) will review the floor plan schematic provided by Western Container, visit the site and discuss with the representatives of Western Container to ascertain the requirements of the building office addition (Project) and arrive at mutual understanding of the building requirements with the City of Big Spring (Owner) and Western Container (WC).**
- 2. Based on the above, PSC will prepare and deliver to the Owner and WC a preliminary Opinion of Probable Construction Cost.**
- 3. Based on the mutually agreed floor plan, building requirements and Opinion of Probable Construction Cost, PSC will prepare for approval by the Owner and WC, Design Development Documents setting forth the final configuration of the buildings and the products to be used for the construction of the Project.**
- 4. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, PSC will prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth the requirements for the construction of the Project.**
- 5. PSC will assist the Owner in the preparation of necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.**
- 6. PSC will advise the Owner of any adjustments to previous Opinion of Probable Construction Cost required by changes to the scope or market conditions.**
- 7. PSC will inform the Owner to the best of their knowledge and will assist the Owner in connection with the Owner's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project.**

8. PSC, following the Owner's approval of the Construction Documents and of the latest Opinion of Probable Cost, will assist the Owner in obtaining bids or negotiating proposal and assist in awarding and preparing contracts for construction of the Project.
9. PSC will be the representative of and will advise and consult with the Owner during construction until the final payment to the Contractor is due. PSC will have authority to act on behalf of the Owner.
10. PSC will visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the Project completed and to determine in general if the Project is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents.
11. Based on PSC's observations and evaluations of the contractor's Applications for Payment, PSC will review and certify the amounts due the contractor.

Specifically excluded from our scope of services are:

- Surveys and Geotechnical Reports
- Asbestos and Hazardous Materials Studies
- Third-party Independent Construction Inspection Services
- Construction Material Testing
- Texas Department of Health Demolition Notification
- Construction Observation Services

Construction Observation Services – The Texas Administrative Code, Title 22, Part 1, Chapter 1, Rule 1.217, requires the engagement of an Architect for Design and Construction Observation services for your building type, occupancy and construction cost. The A/E understands the Owner does not desire to include construction observation services as part of this contract. Parkhill, Smith & Cooper wants you to be aware that these services are required by state law and that as the Owner you are required to procure these services by a licensed Architect in the State of Texas.

A tentative schedule for submitting our work for review is as follows:

<u>DATE</u>	<u>ACTION</u>
October 23, 2012	Council approves PSC Contract
October 24, 2012	PSC begins design of project
January 17, 2013	PSC completes design
January 18, 2013	Project prints
January 20, 2013	First Advertisement of Project
January 21, 2013	Project on Street
January 27, 2013	Second Advertisement of Project
February 7, 2013	Proposals Opened
February 15, 2013	Project Awarded
March 1, 2013	Contracts Signed/Executed
March 11, 2013	Start Construction
August 30, 2013	Substantial Completion
September 6, 2013	Punch List Completed
September 9, 2013	Move-in

Changes to the above schedule may become necessary due to changes in scope or other circumstances beyond the A/E's control.

Our fees for the services described above will be based on a lump sum amount of \$25,000 and will be billed on a percentage complete method. Should the scope of services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using the A/E's standard hourly rate schedule.

Reimbursable expenses will be billed at invoice cost plus a fifteen percent markup for handling costs. Reimbursable expenses include, but are not limited to, mileage, fax communication, long distance phone charges, photographs, postage, reproductions/copies, color plots/prints, accessibility review and inspection fees, reproduction of Contract Documents and reports. We estimate these expenses to be approximately \$4,000

Current Texas law does not provide for taxes on professional services other than taxes included with licensing fees. All licensing fees are included in our overhead and will not be in addition to the fees enclosed. However, the legislature is studying different taxation methods including taxes on professional services. If legislation is passed to that effect, taxes (if applicable) will be in addition to the fees enclosed.

Payments are due and payable pursuant to Texas Prompt Payment Act, Texas Government Code 2251.

Many issues such as the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS) and hazardous materials are of great concern to both building owners and to architects, and engineers. The enclosed **Standard Conditions** gives a brief explanation of several of those issues and defines the roles and responsibilities for each party involved in this agreement. We will be glad to discuss these issues with you at your convenience.

You may indicate your acceptance of this agreement and the attached Standard Conditions by returning one signed copy of this letter to our office. Unless another date is specified, we will consider receipt of the

letter as authorization to proceed.

We appreciate the opportunity to provide professional services to you and look forward to the successful completion of your project. If you have any questions please do not hesitate to call us.

Sincerely,

PARKHILL, SMITH & COOPER, INC. (A/E)

City of Big Spring (OWNER)

By _____
Edwin E. (Butch) Davis, PE
Vice President, Firm Principal

Accepted By: _____

Title: _____

Date: _____

By _____
Bill P. Noonan, AIA, RAS
Corporate Associate

IN DUPLICATE

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Enclosures

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects, interior designers, landscape architects in Texas."

R:\PSC Standard Forms\Agreements-Contracts\Architectural Letter Agreement.DOC

OWNER: City of Big Spring

DATE: October 18, 2012

STANDARD CONDITIONS: OWNER and A/E (Parkhill, Smith & Cooper, Inc.) agree that the following Provisions shall be part of the Agreement.

ARTICLE 1. SERVICES

1.1 INVOICING

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

If the OWNER fails to make payment to the A/E in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the A/E and may, in addition to any other remedies provided by law, file an affidavit in support of a lien on the Property pursuant to Chapter 53 of the Texas Property Code..

1.2 SERVICES DURING CONSTRUCTION

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

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

1.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST

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

1.4 HAZARDOUS MATERIALS

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

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

1.5 ACCESSIBILITY – TEXAS ACCESSIBILITY STANDARD (TAS)

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

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

1.6 SERVICES BY OWNER

OWNER will provide access to work site, obtain applicable permits, provide all legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the Scope of Work. OWNER shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond

premiums, and all other charges not specifically covered by the terms of this Agreement.

1.7 OWNERSHIP OF DOCUMENTS

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

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

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

1.8 DELIVERY OF ELECTRONIC FILES

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

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

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

ARTICLE 2. GENERAL PROVISIONS

2.1 APPLICABLE LAW

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

2.2 PRECEDENCE OF CONDITIONS

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

2.3 ASSIGNMENT

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

2.4 AMENDMENTS

This agreement may be amended only by a written instrument, signed by both OWNER and A/E, which expressly refers to this agreement.

2.5 DELAYS

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

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

2.6 INSURANCE

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

2.7 MERGER: WAIVER: SURVIVAL

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

2.8 TERMINATION

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

If this agreement is terminated by OWNER through no fault of the A/E, A/E shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from OWNER, 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 A/E including but not limited to cancellation fees or charges. A/E will use reasonable efforts to minimize such additional charges.

2.9 CONSEQUENTIAL DAMAGES

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

2.10 THIRD-PARTY BENEFICIARIES

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

2.11 MAINTENANCE/WEAR AND TEAR

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

ARTICLE 3.

3.1 WARRANTY; STANDARD OF CARE

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

3.2 DISPUTE RESOLUTION

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

3.3 BETTERMENT

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

3.4 ALLOCATION OF RISK

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

*** END ***

PARKHILL, SMITH & COOPER, INC. (A/E)

CITY OF BIG SPRING (OWNER)

By _____
Edwin E. (Butch) Davis, PE
Vice President, Firm Principal
Date: _____

Accepted By: _____
Title: _____
Date: _____

Parkhill, Smith & Cooper, Inc.

Hourly Rate Schedule

Current through December 31, 2012

Client: City of Big Spring, Texas

Project Agreement for Professional Services for the Western Container Building Office Addition

Agreement Date: October 18, 2012

January 1, 2012

<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	\$178.00	PROFESSIONAL LEVEL I Intern (Architect) I Intern (Interiors) I Intern (Landscape Architect) I Technologist I Resident Project Representative I Clerical Supervisor I	\$79.00
PROFESSIONAL LEVEL VI Engineer VI Architect VI Landscape Architect VI Interior Designer VI	\$151.00	SUPPORT STAFF III Engineering Technician III, IV CADD III, IV Administrative Secretary III Architect Technician III, IV Project Assistant I/II	\$76.00
PROFESSIONAL LEVEL V Engineer V Architect V Landscape Architect V Interior Designer V	\$134.00	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	\$70.00
PROFESSIONAL LEVEL IV Engineer III, IV Architect IV, Intern (Architect) IV Landscape Architect IV Interior Designer IV Technologist IV Resident Project Representative IV	\$116.00	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	\$40.00
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	\$98.00		
PROFESSIONAL LEVEL II Intern (Architect) II Interior Designer II, Intern (Interiors) II Landscape Architect II Technologist II Resident Project Representative II Clerical Supervisor II	\$87.00		

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2012 through December 31, 2012. After December 31, 2012, invoices will reflect the Schedule of Charges currently in effect.



Board Appointment Resume

Board you wish to serve on: PLANNING & ZONING COMMISSION

- 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: PEGGY HOPPER

Address: 501 HILLSIDE DRIVE

BIG SPRING, TX 79720

Home Telephone Number: (C) 214-773-6775

Work Telephone Number: 432-267-5277

Current Occupation: ROBINSON DRILLING

Past Experience: 2 1/2 YEARS ON THE PLANNING &

ZONING COMMISSION IN GREENVILLE, TX

34 YEARS PUBLIC SCHOOL TEACHER, 6 YEARS

TEACHING AT THE ART INSTITUTE OF DALLAS,

BOARD MEMBER - WOMEN IN NEED GREENVILLE, TX

BOARD MEMBER & PRESIDENT OF DRUG FREE GREEN-

VILLE, GREENVILLE FOLLIES GENERAL TWICE

RAISED MONEY FOR THE PUBLIC LIBRARY &

WOMEN IN NEED

C.A.P AND KEEP BIG SPRING BEAUTIFUL

Education: BACHELORS - ART
BACHELORS - INTERIOR DESIGN
MASTERS - EDUCATION
20 HOURS TOWARDS MASTERS-INTERIOR
DESIGN

Signature: *Regny Hopper* Date *Sept. 27, 2012*

Mail to:

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



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

Committee & Board Appointment Resume'

Board you are interested in serving on: Planning and Zoning Commission

Your Name: Charles Yates

Address: 607 Steakley St.

Big Spring, TX 79720

Home Telephone Number: 263-6022

Work Telephone Number: 263-0293

Cellular Number: 466-4373

Current Occupation: Engineering Technician, USDA, ARS

Any Related Past Experience? Please Describe Below:

I have served on the P and Z previously from 2006-2008.

I served as vice-chairman and for a short time as chairman until a family illness required me to step down.

Please Describe Your Education History:

I was educated in Big Spring. I earned my Associate in Applied Science from Howard College in 1974.

Signature: Charles Yates

Date: 10-19-2012

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

October 9, 2012

City of Big Spring
310 S Nolan St.
Big Spring, TX 79720

RE: Howard County 9-1-1 Communication District Board Member Terms
It is time to appoint or reappoint a member to the Howard County 9-1-1 Communication District. Members will be seated at the Board Meeting in November.

Each year the law requires the appointment of 9-1-1 Board Members. There are currently five (5) voting Board members and one (1) non-voting member appointed on a staggered two-year term.

Two (2) members are appointed by the Howard County Commissioner's Court, two (2) by all Incorporated Cities within the County, one (1) member is appointed by the Volunteer Fire Fighters within the County, and the one (1) non-voting member is appointed by the largest telephone service provider within the County of Howard.

County Appointees:

Melinda Hernandez	reappointed 2011	term expires October 2013
Stanley Bogard	reappointed 2010	term expires October 2012

City Appointees:

Debra Wallace	Appointed 2010	term expires October 2012
Mary Gressett	Appointed 2011	term expires October 2013

Volunteer Fire Fighter's Appointee:

Zach Johnson	reappointed 2010	term expires October 2012
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SBC Representative:

Sam McClung	Appointed 2003
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Sincerely,

Tommy Sullivan, Director

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, September 18, 2012
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, September 18, 2012 in the offices of the Big Spring Economic Development Corporation with Mr. Myers, presiding. The following notice was sent on September 14, 2012 to all Directors, the news media, and duly posted on September 14, 2012, 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, September 18, 2012 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: Howard College Grant Quarterly Update for Workforce Training; Action on Minutes of the August 21, 2012 Regular Meeting and September 5, 2012 Regular Meeting; Action to Approve August Financials; Action to Approve August Investment Reports; Annual Report 2011-2012; Action on the Depository Contract; Public Comment; Board Comment; and Adjourn".

Directors Present:

Mr. Justin Myers
Mr. Rodney Bomar
Mr. Jim DePauw

Directors Absent:

Mr. Scott MacKenzie
Dr. Keith Ledford

Staff Present:

Mr. Terry Wegman
Mrs. Teresa Darden

Guests:

Miklos Szabo
Amanda Moreno
Kinsey Hansen

AGENDA ITEM # 1 and 2 – Call to Order/Invocation and Pledge:

Mr. Myers called the meeting to order at 5:17 p.m. Mr. Myers led the invocation and pledge.

AGENDA ITEM #3- Howard College Grant Quarterly Update for Workforce Training:

Mrs. Kinsey Hansen gave the 2012 Second quarterly update on the Howard College Grant for Workforce Training. Mrs. Hansen explained that programs have continued to be a great success. Total number of course students enrolled in the program in the Summer Program was 31 students; Fall thus far is 68 students in 147 courses. Howard College has been very pleased with the participation from the area High Schools with 10 students in Garden City. 17 students have been employed as a result of this program.

AGENDA ITEM # 4- Action to Approve Minutes of the August 21, 2012 Regular Meeting and September 5, 2012 Special Meeting:

Mr. Myers presented the minutes of the August 21, 2012 Regular Meeting and the September 5, 2012 Special Meeting. Motion to accept the minutes for the August 21, 2012 Regular Meeting and the September 5, 2012 Special Meeting was made by Mr. Bomar, seconded by Mr. DePauw. The motion passed 3 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #5- Action on August Financials:

Mr. Bomar presented the August Financials. Motion to approve the August Financials was made by Mr. Myers seconded by Mr. DePauw. The motion passed 3 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #6- Action to Approve August Investment Report:

Mr. Bomar presented the August Investment Report. Motion to approve the August Investment Report was made by Mr. Myers seconded by Mr. DePauw. The motion passed 3 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #7- Annual Report 2011-2012:

Mr. Wegman presented the Annual Report for 2011-2012. Mr. Wegman discussed the projects that the EDC has done in the last year including, Desert Tanks, CeRam-Kote and John Crane Production Solution.

AGENDA ITEM #8- Action on the Depository Contract:

Mr. Wegman informed the Board that 6 bids were sent out with only two responses. Those responses were from Western Bank and Compass Bank. Mr. Wegman explained that the two banks were very comparable. After discussion of the Board, Western Bank was awarded the bid primarily because, Western is the current depository, it is a locally owned and the bids were so close a change would not benefit the EDC. Mr. Myers made a motion to award the depository contract to Western Bank seconded by Mr. DePauw. The motion passed 3 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #9- Public Comments

None

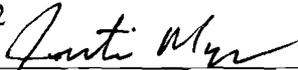
AGENDA ITEM # 10- Board Comments

Mr. Myers asked for a brief update on the Express Midstream escrow. Mr. Wegman informed the Board that the escrow has been sent and placed in an account. The Site Plan meeting was to be held by the end of the week. Mr. Wegman also informed the Board of the PFIA training that he went to early this month. This is a mandatory training that has to be done every 2 years for financial purposes. Mr. Wegman also informed the Board of the TEDC Annual Meeting on September 25-27.

AGENDA ITEM # 11- Adjourn

Motion to adjourn was made by Mr. Myers, seconded by Mr. DePauw. The motion passed 3 to 0 with all members present voting "aye" in favor of the motion.

Meeting adjourned at 6:26 pm on September 18, 2012


Mr. Myers, President

ATTEST:


Mr. DePauw, Board Member