

# CITY COUNCIL AGENDA

City of Big Spring  
Tuesday, December 13, 2011

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, December 13, 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. | Presentation of "November Doing Your Part Award"<br>"December Doing Your Part Award"          |      | Duncan |
| 3. | Presentation of "Star Employee Award"   |      | Duncan |
| 4. | Public Hearing – Discuss Non-Emergency Ambulance Operator's Permit of Tac Med Ambulance, Inc. | 5-14 | Jensen |

## Disposition of Minutes

- |    |  |       |       |
|----|--|-------|-------|
| 5. | Minutes of the Regular Meeting of November 8, 2011 | 15-20 | Davis |
|----|--|-------|-------|

## Consent Items

- |    |  |       |         |
|----|--|-------|---------|
| 6. | Final Reading of a Resolution Amending the Procedures for City Council Review and Approval of Projects and Expenditures of the Big Spring Economic Development Corporation   | 21-22 | Sjogren |
| 7. | Final Reading of a Resolution Authorizing the City Manager or His Designee to Pay Back-Wages and Damages to Current and Former Employees of the City Using the Same Time Period, Formula and Method to Calculate the Amounts Due as that Agreed to in the Recent Settlement of a Lawsuit Filed Against the City Regarding Errors in Overtime Calculation | 23-24 | Sjogren |
| 8. | Acceptance of McMahon Wrinkle Airport Development Board Minutes for Meeting of September 15, 2011  | 25-26 | Little  |

- |     |   |       |        |
|-----|---|-------|--------|
| 9.  | Acceptance of Howard County Appraisal District Board of Directors Minutes for Meeting of October 12, 2011 | 27    | Walker |
| 10. | Approval of Late Homestead Exemption Refunds for the Month of October 2011                                | 28-29 | Walker |

**Routine Business**

- |     |                                       |  |       |
|-----|---------------------------------------|--|-------|
| 11. | Vouchers for 11/10/11 \$ 1,037,493.14 |  | Olson |
|     | Vouchers for 11/17/11 \$ 3,017,670.15 |  |       |
|     | Vouchers for 12/01/11 \$ 821,483.89   |  |       |
|     | Vouchers for 12/08/11 \$ 823,465.44   |  |       |

**Bids**

- |     |  |    |        |
|-----|--|----|--------|
| 12. | Request to Lease (4) Regular Backhoes and (2) Extend-a-hoes from Yellowhouse Machinery through BuyBoard Purchasing Cooperative   | 30 | Medina |
| 13. | Request Purchase of (1) Sedan for the Fire Department from Caldwell Country Chevrolet of Caldwell, TX through BuyBoard Purchasing Cooperative                            | 31 | Medina |
| 14. | Request Purchase of (6) Chevrolet Impala Police Sedans for the Police Department from Caldwell Country Chevrolet of Caldwell, TX through BuyBoard Purchasing Cooperative | 32 | Medina |
| 15. | Request Purchase of (2) Dodge Charger Police Sedans for the Police Department from Dallas Dodge of Dallas, TX through BuyBoard Purchasing Cooperative                    | 33 | Medina |

**New Business**

- |     |   |       |             |
|-----|---|-------|-------------|
| 16. | Presentation by Parkhill, Smith & Cooper, Inc. – Rehabilitation of Water and Wastewater Treatment Plants  |       | Butch Davis |
| 17. | Presentation by Parkhill, Smith & Cooper, Inc. – Emergency Water Supply Plan  |       | Butch Davis |
| 18. | Emergency Reading of a Resolution Authorizing the Mayor to Execute a Grant Agreement with the Texas Department of Transportation to Develop and Construct a Fuel Facility and Concrete Fueling Apron at McMahon-Wrinkle Airport | 34-40 | Little      |
| 19. | Cast Votes for Howard County Appraisal District Board of Directors  | 41    | Walker      |

- |     |   |       |         |
|-----|---|-------|---------|
| 20. | Approval of an Amendment to the Interlocal Agreement between the City of Big Spring and Howard County for Jail Services, Animal Control Services and Crime Scene Investigative Services and Authorizing the Mayor to Sign Any Necessary Documents | 42-43 | Sjogren |
| 21. | Approval of an Amendment to the Contract for Collection Services with Perdue, Brandon, Fielder, Collins and Mott L.L.P. and Authorizing the Mayor to Execute Any Necessary Documents  | 44-45 | Walker  |
| 22. | Approval of an Agreement with Medical and Municipal Account Services, Inc. for Collection of Delinquent Ambulance Accounts and Authorizing the Mayor to Execute Any Necessary Documents   | 46-47 | Walker  |
| 23. | Approval of a Protected Health Information Business Associate Agreement with Medical and Municipal Account Services, Inc. and Authorizing the Mayor to Execute Any Necessary Documents  | 48-52 | Walker  |
| 24. | Approval of an Assignment and Assumption of Tenant Lease with Vanguard Wireless, LLC and Authorizing the Mayor to Sign Any Necessary Documents  | 53-55 | Sjogren |
| 25. | Approval of a Rent Subsidy Agreement Between Big Spring Economic Development Corporation and Transport Handling Specialists, Inc.   | 56-60 | Wegman  |
| 26. | Approval of an Economic Incentive Agreement Between Big Spring Economic Development Corporation and Transport Handling Specialists, Inc.  | 61-65 | Wegman  |
| 27. | Acceptance of Big Spring Economic Development Corporation Board of Directors Minutes for Regular Meeting of October 18, 2011  | 66-69 | Fuqua   |
| 28. | City Manager's Appointment to Civil Service Commission  |       |         |

**City Manager's Report**

- |     |                             |       |
|-----|-----------------------------|-------|
| 29. | Landfill Update             | Fuqua |
| 30. | Teen Court Board - Openings | Fuqua |
| 31. | Holiday Meeting Schedule    | Fuqua |

**Council Input**

- |     |         |        |
|-----|---------|--------|
| 32. | Input   | Duncan |
| 33. | 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, December 9, 2011 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

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

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



Dear Council members,

Tac Med Ambulance has submitted an application to be an ambulance provider in Big Spring, Texas. Tac Med will provide Non-Emergency medical transportation to and from various medical facilities. We currently Have contracts in Place with Parkview Nusing home, Lamun-Lusk, and are in the final stages of the process with Scenic Mountain hospital. I vehemently feel that our Service is much needed in Big Spring; the Fire Department resources are taxed when requested to transfer patients out of town. Patients sometimes have to wait a considerable amount of time before the hospital can confirm a way to send a patient to an appropriate facility. This is something that can be resolved with our help. I think that there is a lack in Non-emergency ambulance service in Big Spring. Please note this is in no way meant to discredit the Fire Department, rather to demonstrate that all cities need to have another means of medical transportation that will not tax the City's resources in the event of a disaster or emergency. We hope to have a smooth relationship with the City in its entirety. Tac Med Ambulance is prepared to staff an Ambulance in Big Spring. This Ambulance will be staffed with at least 1 EMT-B and 1 Advanced Life support provider of EMT-I or EMT-P. Tac Med Ambulance is registered with the State of Texas as a BLS with Mobile Intensive Care Unit capabilities. I hope that the Council will grant us the opportunity to serve your community and make a difference in patient outcome.

Professionally,

A handwritten signature in black ink, appearing to read "Chris Walker".

Chris Walker, NREMT-P, CCEMT-P, FP-C



**RECEIVED**

NOV 22 2011

CITY OF BIG SPRING  
LEGAL

**APPLICATION FOR NON-EMERGENCY  
AMBULANCE OPERATOR'S PERMIT**

**COMPLETE ALL INFORMATION**

NAME OF COMPANY: Tac Med Ambulance Inc.  
 COMPANY ADDRESS: 12924 W. Hwy 80 E.  
 EMAIL ADDRESS: Chris.Tacmed@yahoo.com  
 TELEPHONE NUMBER: (432) 561-9955 CELL PHONE: (432) 934-2866  
 NAME OF OWNER/MANAGER: Ryan Van Duist, GM / L. Young, CEO  
 NAME AND TITLE OF APPLICANT (IF DIFFERENT FROM ABOVE): Chris Walker, Director of Business Development  
 TEXAS DEPT OF STATE HEALTH SERVICES PROVIDER LICENSE NO.: (ATTACH COPY OF LICENSE): 1000117  
 INSURANCE CARRIER (ATTACH CERTIFICATE OF INSURANCE): National Casualty Co.  
 POLICY NUMBER: CA00235621 OR

"I will obtain insurance as required by state and local law upon issuance of the permit and will submit a copy of the certificate of insurance prior to operating ambulance services." \_\_\_\_\_ (Applicant initials)

**LIST OF ALL AMBULANCES TO BE PERMITTED FOR NON-EMERGENCY SERVICE\*:**

YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	LICENSE PLATE
2005	Ford	Ambulance	ZFDSS34P35HA66316	142CHL
2006	Ford	Ambulance	ZFDSS34PXL6HA53127	306JMT
2006	Ford	Ambulance	ZFDX45P76DA85123	AC66484

\*Attach additional sheets if necessary

"I hereby affirm that I have not been convicted of a felony or of a misdemeanor involving moral turpitude within the last ten (10) years and that I will not hire or allow a driver for any ambulance operated under this

permit who has been so convicted. I understand that violation of this provision shall be grounds for suspension or revocation of the permit."

"I SWEAR THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND CORRECT."

*[Signature]*  
Signature

11-17-11  
Date

Christopher Walker, Director: marketing & B.D.  
Printed Name & Title

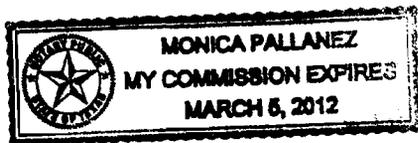
STATE OF TEXAS §

COUNTY OF Midland §

Before me, Monica Pallanez Kincheloe §  
~~Christopher Walker~~

on this 18<sup>th</sup> day of November personally appeared

Christopher Walker, proved to me through Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is authorized to act on behalf of Notary Public and State of Texas in the capacity stated and that he/she executed the same for the purposes and consideration therein expressed.



Monica Pallanez Kincheloe  
Notary Public, State of Texas

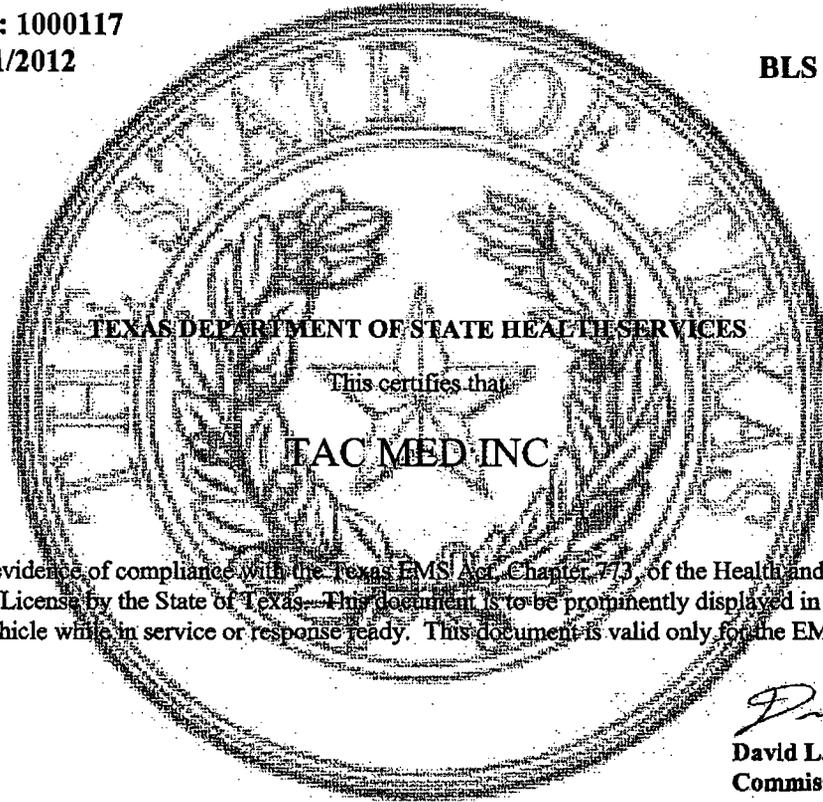
FOR OFFICE USE ONLY

Application Received \_\_\_\_\_ Date of Public Hearing \_\_\_\_\_ Application Approved/Denied on \_\_\_\_\_

Permit Number \_\_\_\_\_

Provider License No.: 1000117  
Expiration Date: 3/31/2012

Vehicle Designation:  
BLS with MICU Capability  
Document No.: 51323



has submitted acceptable evidence of compliance with the Texas EMS Act, Chapter 773, of the Health and Safety Code, and is hereby granted an EMS Provider License by the State of Texas. This document is to be prominently displayed in the patient compartment of each designated EMS vehicle while in service or response ready. This document is valid only for the EMS Provider named above.

*David L. Lakey, M.D.*  
David L. Lakey, M.D.  
Commissioner

If you have a complaint about the services you have received from this EMS Provider or if you have a reason to believe that a violation of Texas EMS regulations has occurred, please report your concerns to the Texas Department of State Health Services at:

**1-800-452-6086 or by email to [EMS\\_Complaint@dshs.state.tx.us](mailto:EMS_Complaint@dshs.state.tx.us)**

TAC MED INC  
PO Box 1646  
MISSION TX 78572

REGISTRATION RENEWAL RECEIPT

COUNTY: HIDALGO  
PLATE NO: AC66848  
DOCUMENT NO: 10833640545142518

TAC NAME: ARMANDO BARRERA JR.  
DATE: 11/01/2011  
TIME: 11:58AM  
EMPLOYEE ID: IG64016  
EFFECTIVE DATE: 11/01/2011  
EXPIRATION DATE: 10/2012  
TRANSACTION ID: 10833040846115818

OWNER NAME AND ADDRESS  
TAC MED HOLDINGS INC  
P O BOX 1646  
MISSION, TX 78572

VEHICLE LOCATION ADDRESS  
1817 E 6TH ST  
ODESSA, TX 79761

REGISTRATION CLASS: TRUCK-MORE THAN 1 TON  
PLATE TYPE: TRUCK PLT  
ORGANIZATION:  
STICKER TYPE: WS

PREVIOUS PLATE NO: AC66848  
VEHICLE IDENTIFICATION NO: 1FDXE45P76DA85123  
YR/MAKE: 2006/FORD MODEL: BODY STYLE: AM UNIT NO:  
EMPTY WT: 10200 CARRYING CAPACITY: 3900 GROSS WT: 14100 TONNAGE: 1.50  
BODY VEHICLE IDENTIFICATION NO: TRAVEL TRLR LENGTH: 0

INVENTORY ITEM(S)	YR	FEE	AMOUNT
WINDSHIELD STICKER	2012	WINDSHIELD STICKER	\$ 110.00
		REG FEE-DPS	1.00
		CNTY ROAD BRIDGE ADD-ON FEE	10.00
		COUNTY MOBILITY FEE	10.00
		AUTOMATION FEE	1.00
		TOTAL	\$ 132.00

VEHICLE RECORD NOTATIONS  
ACTUAL MILEAGE  
DIESEL  
PAPER TITLE  
MAJOR COLOR: WHITE

OD M-10

THIS RECEIPT TO BE CARRIED IN ALL COMMERCIAL VEHICLES.  
Purchased registration remains with this vehicle and will not be refunded if the vehicle is sold.

Keep this top part in Vait

PEEL FROM BACK ONLY / DESPEGAR POR DETRÁS

Peel sticker from any corner.  
Despegar de cualquier esquina.



67722017

**VOID**  
DO NOT USE/  
NO USE

☆☆☆ UPDATE ADDRESSES HERE ☆☆☆  
S ADDRESS: \_\_\_\_\_ RENEWAL RECIPIENT ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WINDSHIELD STICKER / CALCOMANÍA DE PARABRISAS

OR

PLATE STICKER / CALCOMANÍA DE PLACA

Put Texas in your car. We just love Texas. UNDEP

NAME AND ADDRESS OF INSURED  
TAC MED, INC  
PO BOX 1646  
MISSION, TX 78572

M-10

INSURANCE COMPANY 1-800-441-9161  
NATIONAL CASUALTY CO

AGENT BEAUPRE INSURANCE SERVICES  
PO BOX 700635 DALLAS, TX 75370

POLICY NUMBER EFFECTIVE DATE / EXPIRATION DATE  
CAO 0235621 1/24/11 1/24/12

VEHICLE MAKE/MODEL VIN # YEAR  
FORD AMB 1FDXE45P76DA85123 2006

THIS POLICY PROVIDES AT LEAST THE MINIMUM AMOUNTS OF LIABILITY INSURANCE REQUIRED BY THE TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT FOR THE SPECIFIED VEHICLE AND NAMED INSUREDS AND MAY PROVIDE COVERAGE FOR OTHER PERSONS AND OTHER VEHICLES AS PROVIDED BY THE INSURANCE POLICY.

**TEXAS LIABILITY INSURANCE CARD - KEEP THIS CARD IMPORTANT** THIS CARD OR A COPY OF YOUR INSURANCE POLICY MUST BE SHOWN WHEN YOU APPLY FOR OR RENEW YOUR MOTOR VEHICLE REGISTRATION\* DRIVERS LICENSE\* MOTOR VEHICLE SAFETY INSPECTION STICKER. YOU ALSO MAY BE ASKED TO SHOW THIS CARD OR YOUR POLICY IF YOU HAVE AN ACCIDENT OR IF A PEACE OFFICER ASKS TO SEE IT.

ALL DRIVERS IN TEXAS MUST CARRY LIABILITY INSURANCE ON THEIR VEHICLES OR OTHERWISE MEET LEGAL REQUIREMENTS FOR FINANCIAL RESPONSIBILITY. FAILURE TO DO SO COULD RESULT IN FINES UP TO \$1,000, SUSPENSION OF YOUR DRIVER'S LICENSE AND MOTOR VEHICLE REGISTRATION, AND IMPOUNDMENT OF YOUR VEHICLE FOR UP TO 180 DAYS (AT A COST OF \$15 PER DAY).

REGISTRATION RENEWAL RECEIPT

COUNTY: HIDALGO  
 TAC NAME: ARMANDO BARRERA JR.  
 PLATE NO: 142CHL DATE: 04/07/2011 EFFECTIVE DATE: 04/07/2011  
 DOCUMENT NO: 10833440188120636 TIME: 01:56PM EXPIRATION DATE: 3/2012  
 EMPLOYEE ID: IG64016 TRANSACTION ID: 10833840638135611

OWNER NAME AND ADDRESS  
 HORACIO CANTU JR  
 3131 N CONWAY # 8  
 MISSION, TX 78572-0000

REGISTRATION CLASS: PASSENGER-MORETHAN 6000  
 PLATE TYPE: PASSENGER PLT  
 ORGANIZATION:  
 STICKER TYPE: WS

PREVIOUS PLATE NO: 142CHL VEHICLE CLASSIFICATION: PASS  
 VEHICLE IDENTIFICATION NO: 1FDSS34P35HA66316  
 YR/MAKE: 2005/FORD MODEL: BODY STYLE: AM UNIT NO:  
 EMPTY WT: 7900 CARRYING CAPACITY: 0 GROSS WT: 7900 TONNAGE: 0.00  
 BODY VEHICLE IDENTIFICATION NO: TRAVEL TRLR LENGTH: 0

INVENTORY ITEM(S)	YR	FEE ASSESSED		
WINDSHIELD STICKER	2012	WINDSHIELD STICKER	\$	72.40
		REG FEE-DPS	\$	1.00
		REFLECTORIZATION FEE	\$	0.30
		CNTY ROAD BRIDGE ADD-ON FEE	\$	10.00
		COUNTY MOBILITY FEE	\$	10.00
		AUTOMATION FEE (LARGE CNTY)	\$	1.00
		TOTAL	\$	94.70

VEHICLE RECORD NOTATIONS  
 ACTUAL MILEAGE  
 DIESEL  
 PAPER TITLE

DATE 4/7/11  
 Customer stated, NO CITATION  
 RECEIVED FOR EXPIRED REGISTRATION  
  
 Signature

*[Handwritten notes and stamps]*

THIS RECEIPT TO BE CARRIED IN ALL COMMERCIAL VEHICLES.  
 Current law requires an additional \$1.00 fee (already included) in counties with 50,000 or more vehicles.

NAME AND ADDRESS OF INSURED  
TAC MED, INC  
3131 N. CONWAY #8  
MISSION, TX 78572

m 20  
Nemo

---

INSURANCE COMPANY 1-800-441-9161  
NATIONAL CASUALTY CO

---

AGENT BEAUPRE INSURANCE SERVICES  
PO BOX 700635 DALLAS, TX 75370

---

POLICY NUMBER	EFFECTIVE DATE	/	EXPIRATION DATE
CAO 0235621	1/24/11		1/24/12

---

VEHICLE MAKE/MODEL	VIN #	YEAR
FORD AMB	1FDSS34P35HA66316	2005

---

THIS POLICY PROVIDES AT LEAST THE MINIMUM AMOUNTS OF LIABILITY INSURANCE REQUIRED BY THE TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT FOR THE SPECIFIED VEHICLE AND NAMED INSUREDS AND MAY PROVIDE COVERAGE FOR OTHER PERSONS AND OTHER VEHICLES AS PROVIDED BY THE INSURANCE POLICY.

**TEXAS LIABILITY INSURANCE CARD - KEEP THIS CARD IMPORTANT** THIS CARD OR A COPY OF YOUR INSURANCE POLICY MUST BE SHOWN WHEN YOU APPLY FOR OR RENEW YOUR MOTOR VEHICLE REGISTRATION\* DRIVERS LICENSE\* MOTOR VEHICLE SAFETY INSPECTION STICKER. YOU ALSO MAY BE ASKED TO SHOW THIS CARD OR YOUR POLICY IF YOU HAVE AN ACCIDENT OR IF A PEACE OFFICER ASKS TO SEE IT.

ALL DRIVERS IN TEXAS MUST CARRY LIABILITY INSURANCE ON THEIR VEHICLES OR OTHERWISE MEET LEGAL REQUIREMENTS FOR FINANCIAL RESPONSIBILITY. FAILURE TO DO SO COULD RESULT IN FINES UP TO \$1,000, SUSPENSION OF YOUR DRIVER'S LICENSE AND MOTOR VEHICLE REGISTRATION, AND IMPOUNDMENT OF YOUR VEHICLE FOR UP TO 180 DAYS (AT A COST OF \$15 PER DAY).

REGISTRATION RENEWAL RECEIPT

COUNTY: HIDALGO  
 PLATE NO: 306JMT  
 DOCUMENT NO: 10833140161145252

TAC NAME: ARMANDO BARRERA JR.  
 DATE: 11/01/2011 EFFECTIVE DATE: 12/01/2011  
 TIME: 11:58AM EXPIRATION DATE: 11/2012  
 EMPLOYEE ID: IG64016 TRANSACTION ID: 10833040846115833

OWNER NAME AND ADDRESS  
 TAC MED HOLDINGS INC  
 P O BOX 1646  
 MISSION, TX 78572-1646

VEHICLE LOCATION ADDRESS  
 3131 N CONWAY UNIT 8  
 MISSION, TX 78572-0000

REGISTRATION CLASS: PASSENGER-MORETHAN 6000  
 PLATE TYPE: PASSENGER PLT  
 ORGANIZATION:  
 STICKER TYPE: WS

PREVIOUS PLATE NO: 306JMT VEHICLE CLASSIFICATION: PASS  
 VEHICLE IDENTIFICATION NO: 1FDSS34PX6HA53127  
 YR/MAKE: 2006/FORD MODEL: BODY STYLE: AM UNIT NO:  
 EMPTY WT: 6100 CARRYING CAPACITY: 0 GROSS WT: 6100 TONNAGE: 0.00  
 BODY VEHICLE IDENTIFICATION NO: TRAVEL TRLR LENGTH: 0

INVENTORY ITEM(S)	YR	FEE ASSESSED		
WINDSHIELD STICKER	2012	WINDSHIELD STICKER	\$	54.00
		REG FEE-DPS	\$	1.00
		CNTY ROAD BRIDGE ADD-ON FEE	\$	10.00
		COUNTY MOBILITY FEE	\$	10.00
		AUTOMATION FEE	\$	1.00
		<b>TOTAL</b>	<b>\$</b>	<b>76.00</b>

VEHICLE RECORD NOTATIONS  
 ACTUAL MILEAGE  
 DIESEL  
 PAPER TITLE  
 MAJOR COLOR: WHITE

*OD M-30*

THIS RECEIPT TO BE CARRIED IN ALL COMMERCIAL VEHICLES.  
 Purchased registration remains with this vehicle and  
 will not be refunded if the vehicle is sold.

*Keep this top  
part in Unit.*

**PEEL FROM BACK ONLY / DESPEGAR POR DETRÁS**



☆☆☆ UPDATE ADDRESSES HERE ☆☆☆  
 \$ ADDRESS: RENEWAL RECIPIENT ADDRESS:  
 \_\_\_\_\_  
 \_\_\_\_\_

**Peel sticker from any corner.  
 Despegar de cualquier esquina.**



67722016

**VOID**  
 DO NOT USE/  
 NO USE

**WINDSHIELD STICKER /  
 CALCOMANÍA DE PARABRISAS**

**OR**

Agenda 12-13-11  
**PLATE STICKER /  
 CALCOMANÍA DE PLACA**

M-30

NAME AND ADDRESS OF INSURED  
TAC MED, INC  
PO BOX 1646  
MISSION, TX 78572

INSURANCE COMPANY 1-800-441-9161  
NATIONAL CASUALTY CO

AGENT BEAUPRE INSURANCE SERVICES  
PO BOX 700635 DALLAS, TX 75370

POLICY NUMBER EFFECTIVE DATE / EXPIRATION DATE  
CAO 0235621 1/24/11 1/24/12

VEHICLE MAKE/MODEL VON # YEAR  
FORD AMB 1FDSS34PX6HA53127 2006

THIS POLICY PROVIDES AT LEAST THE MINIMUM AMOUNTS OF LIABILITY INSURANCE REQUIRED BY THE TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT FOR THE SPECIFIED VEHICLE AND NAMED INSURED AND MAY PROVIDE COVERAGE FOR OTHER PERSONS AND OTHER VEHICLES AS PROVIDED BY THE INSURANCE POLICY.

**TEXAS LIABILITY INSURANCE CARD - KEEP THIS CARD**

**IMPORTANT** THIS CARD OR A COPY OF YOUR INSURANCE POLICY MUST BE SHOWN WHEN YOU APPLY FOR OR RENEW YOUR MOTOR VEHICLE REGISTRATION\* DRIVERS LICENSE\* MOTOR VEHICLE SAFETY INSPECTION STICKER. YOU ALSO MAY BE ASKED TO SHOW THIS CARD OR YOUR POLICY IF YOU HAVE AN ACCIDENT OR IF A PEACE OFFICER ASKS TO SEE IT.

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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., November 25, 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
CARL CONDRAY	Fire Marshall
TIM GREEN	Municipal Court Judge
JIM LITTLE	Airport Director

## **PRESENTATIONS & PUBLIC HEARINGS**

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

Bruce Schooler, Saint Paul Lutheran Church, gave the invocation and Mayor Duncan led the Pledge of Allegiance to the American and State Flags.

### **PROCLAMATION "VETERANS DAY"**

### **PROCLAMATION "2011 MUNICIPAL COURT WEEK"**

Mayor Duncan read proclamations for "Veterans Day" and "2011 Municipal Court Week".

## **DISPOSITION OF MINUTES**

MINUTES OF THE REGULAR MEETING OF OCTOBER 25, 2011

Motion was made by Councilmember Fernandez, seconded by Councilmember Carrigan, with all members of the Council voting "aye" approving the regular minutes of October 25, 2011.

## **CONSENT ITEMS**

FINAL READING OF AN ORDINANCE DECLARING INTENT TO TAX TANGIBLE PERSONAL PROPERTY IN TRANSIT WHICH WOULD OTHERWISE BE EXEMPT PURSUANT TO TEXAS TAX CODE

FINAL READING OF A RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF TO BE REIMBURSED FOR CERTAIN CAPITAL EXPENDITURES FROM PROCEEDS OF A LEASE PURCHASE AGREEMENT AND ESTABLISHING AN EFFECTIVE DATE

FINAL READING OF AN ORDINANCE AMENDING CHAPTER 1 OF THE CODE OF ORDINANCES, BY AMENDING ARTICLE 1 SECTION 1-25 ENTITLED "ADOPTION OF CIVIL SERVICE FOR FIREFIGHTERS AND CIVIL SERVICE POSITIONS DESIGNATED" BY AMENDING PARAGRAPH THREE TO DECREASE THE NUMBER OF DEPUTY CHIEF POSITIONS FROM EIGHT TO FIVE BY ATTRITION AND TO INCREASE THE NUMBER OF LIEUTENANT POSITIONS FOR EACH DEPUTY CHIEF POSITION SO ABOLISHED; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

ACCEPTANCE OF CONVENTION AND VISITORS BUREAU COMMITTEE MINUTES FOR MEETING OF SEPTEMBER 7, 2011

Motion was made by Councilmember McDonald, seconded by Councilmember Hansen, with all members of the Council voting "aye" approving the second and final reading of the above listed resolution, ordinances and minutes.

## **EXECUTIVE SESSION**

QUARTERLY UPDATE – ADJOURN INTO EXECUTIVE SESSION IN ACCORDANCE WITH SECTION 551.071(1) TO CONSULT WITH THE CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION INCLUDING PROPOSED SETTLEMENT AGREEMENT IN STAPP ET AL V. CITY OF BIG SPRING AT 5:36 P.M.

RECONVENE IN OPEN SESSION AND TAKE ANY NECESSARY ACTION CONCERNING THE EXECUTIVE SESSION INCLUDING AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AT 6:05 P.M.

Motion was made by Councilmember Carrigan, seconded by Councilmember McDonald, with all members of the Council voting "aye" to accept the proposed settlement agreement in Stapp et al v. City of Big Spring.

## **ROUTINE BUSINESS**

### **VOUCHERS**

Councilmember McDonald reviewed vouchers. Motion was made by Councilmember McDonald, seconded by Mayor Pro Tem Olson, with all members of the Council voting "aye" approving vouchers in the amount of \$357,923.39 (10/27/11) and \$688,474.71 (11/03/11).

### **BIDS**

AWARD BID FOR 3<sup>RD</sup> AND 4<sup>TH</sup> STREET WATER UTILITY UPGRADE PROJECT AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember McDonald, seconded by Councilmember Fernandez, with all members of the Council voting "aye" awarding bid for 3<sup>rd</sup> and 4<sup>th</sup> Street Water Utility Upgrade Project to Whitewater Construction, Inc. in the amount of \$721,740.00 and authorizing the City Manager or his designee to execute any necessary documents.

AWARD BID FOR 14 YARD DUMP TRUCK FOR STREET DEPARTMENT

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Carrigan, with all members of the Council voting "aye" awarding bid for 14 yard dump truck for Street Department to Corley Freightliner in the amount of \$94,184.00.

REJECT ALL BIDS RECEIVED FOR FIRE DEPARTMENT SEDAN

Motion was made by Councilmember McDonald, seconded by Councilmember Fernandez, with all members of the Council voting "aye" rejecting all bids received for Fire Department sedan.

REJECT ALL BIDS RECEIVED FOR POLICE DEPARTMENT SEDANS

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Carrigan, with all members of the Council voting "aye" rejecting all bids received for Police Department sedans.

**REQUEST TO PURCHASE AMBULANCE FROM SAN ANTONIO AMBULANCE THROUGH BUYBOARD PURCHASING COOPERATIVE**

Motion was made by Councilmember Ramirez, seconded by Councilmember McDonald, with all members of the Council voting “aye” approving request to purchase ambulance from San Antonio Ambulance through Buyboard Purchasing Cooperative in the amount \$70,900.00.

**REQUEST TO PURCHASE ZERO-TURN MOWER FOR PARKS DEPARTMENT FROM KUBOTA TRACTOR CORPORATION THROUGH HGAC PURCHASING COOPERATIVE**

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Ramirez, with all members of the Council voting “aye” approving request to purchase zero-turn mower for Parks Department from Kubota Tractor Corporation through HGAC Purchasing Cooperative in the amount of \$12,246.00.

**REQUEST TO PURCHASE PAVEMENT SAW FOR STREET DEPARTMENT FROM GRAINGER INDUSTRIAL THROUGH BUYBOARD PURCHASING COOPERATIVE**

Motion was made by Councilmember Hansen, seconded by Councilmember Fernandez, with all members of the Council voting “aye” approving request to purchase pavement saw for Street Department from Grainger Industrial through Buyboard Purchasing Cooperative in the amount of \$4,939.20.

**NEW BUSINESS**

**FIRST READING OF A RESOLUTION AMENDING THE PROCEDURES FOR CITY COUNCIL REVIEW AND APPROVAL OF PROJECTS AND EXPENDITURES OF THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION**

Motion was made by Councilmember Fernandez, seconded by Councilmember Hansen, with all members of the Council voting “aye” approving first reading of a resolution amending the procedures for City Council review and approval of projects and expenditures of the Big Spring Economic Development Corporation.

**FIRST READING OF A RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PAY BACK-WAGES AND DAMAGES TO CURRENT AND FORMER EMPLOYEES OF THE CITY USING THE SAME TIME PERIOD, FORMULA AND METHOD TO CALCULATE THE AMOUNTS DUE AS THAT AGREED TO IN THE RECENT SETTLEMENT OF A LAWSUIT FILED AGAINST THE CITY REGARDING ERRORS IN OVERTIME CALCULATION**

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving first reading of a resolution authorizing the City Manager or his designee to pay back-wages and damages to current and former employees of the City using the same time period, formula and method to calculate the amounts due as that agreed

to in the recent settlement of a lawsuit filed against the City regarding errors in overtime calculation.

**APPROVAL TO APPLY TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY TO PERFORM A SUPPLEMENTAL ENVIRONMENTAL PROJECT IN LIEU OF PENALTIES FOR WATER AND WASTEWATER VIOLATIONS AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SIGN ANY NECESSARY DOCUMENTS**

Motion was made by Councilmember Hansen, seconded by Councilmember McDonald, with all members of the Council voting “aye” approving to apply to the Texas Commission on Environmental Quality to perform a supplemental environmental project in lieu of penalties for water and wastewater violations and authorizing the City Manager or his designee to sign any necessary documents.

**CITY MANAGER’S REPORT**

Gary Fuqua, City Manager, announced that there would only be one Council meeting in November and one in December due to the holidays.

**COUNCIL INPUT**

Councilmember Carrigan expressed his appreciation to the staff for their hard work on several special projects.

**EXECUTIVE SESSION**

**QUARTERLY UPDATE – ADJOURN INTO EXECUTIVE SESSION WITH THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION 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 6:40 P.M.**

**RECONVENE IN OPEN SESSION AND TAKE ANY NECESSARY ACTION AT 7:05 P.M.**

No action taken.

**ADJOURN**

Motion was made by Councilmember Carrigan, seconded by Councilmember McDonald, with all members of the Council voting “aye” to adjourn at 7:06 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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING THE PROCEDURES FOR CITY COUNCIL REVIEW AND APPROVAL OF PROJECTS AND EXPENDITURES OF THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION**

**WHEREAS**, the Citizens of the City of Big Spring voted to adopt a ½ cent sales tax under Section 4A of the Texas Development Corporation Act, and created Moore Development for Big Spring, Inc. which was subsequently re-named the Big Spring Economic Development Corporation (“Big Spring EDC”) as the economic development corporation authorized to receive and expend such funds; and

**WHEREAS**, the City Council of the City of Big Spring is charged by state law with approving all programs and expenditures of Big Spring EDC; and

**WHEREAS** the City Council and Big Spring EDC wish to have open lines of communication and to establish certain procedures to facilitate the duties of each with regard to economic development for the City of Big Spring;

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

**Section 1.** THAT, the Board of Directors of Big Spring EDC (hereinafter “the Board”) or such person or persons that the Board shall designate to represent it, shall meet in executive session under Section 551.087 of the Texas Government Code quarterly to discuss ongoing and contemplated economic development projects that are being considered or negotiated by Big Spring EDC. The executive sessions shall be held quarterly on the first meeting of the months of July, October, January and April of each year, unless such meeting shall be canceled or rescheduled upon request by the Big Spring EDC or a member of the City Council. Any rescheduling or cancellation that will result in a lapse of more than four months since the previous such meeting must be approved by a majority vote of the City Council.

**Section 2.** THAT, the City Council must approve all programs and expenditures of the Big Spring EDC, other than routine administrative expenditures provided for in its annual budget, prior to any funds being expended. The City Council will perform this duty by consideration and action on each performance agreement between the Big Spring EDC and proposed fund recipients at a regular or special city council meeting. In the event that the Big Spring EDC intends to make an expenditure that does not require a performance agreement, it will submit a description of the program or expenditure to the City Council and the City Council will perform this duty by consideration and action of such item at a regular or special city council meeting.

**Section 3.** THAT, the minutes of meetings of Big Spring EDC shall be presented to the City Council under New Business rather than as an item on the Consent Agenda.

**PASSED AND APPROVED** on first reading at a regular meeting of the City Council of the City of Big Spring, Texas, on the \_\_\_\_ day of **November, 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 of the City of Big Spring, Texas, on the \_\_\_\_ day of **December, 2011**, with all members present voting “aye” for passage of same.

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

ATTEST:

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PAY BACK WAGES TO CURRENT AND FORMER EMPLOYEES OF THE CITY USING THE SAME TIME PERIOD, FORMULA AND METHOD TO CALCULATE THE AMOUNTS DUE AS THAT AGREED TO IN THE RECENT SETTLEMENT OF A LAWSUIT FILED AGAINST THE CITY REGARDING ERRORS IN OVERTIME CALCULATION**

WHEREAS, the City of Big Spring discovered in late 2010 that its' method of calculating the regular rate for overtime was possibly incorrect. Over the next weeks, City staff consulted with the Department of Labor and attended various training sessions to determine the correct method of determining such rate and implemented the correct method of determining the regular rate for overtime in May of 2011. The City also continued reviewing its records to determine which current and former employees had been paid incorrectly and began calculation of amounts due to such persons; and

WHEREAS, while such review and calculations were ongoing some of the affected employees filed a lawsuit against the City concerning the incorrect payments (the "FLSA Lawsuit"); and

WHEREAS, while continuing the calculations of back pay the City discovered an additional error in calculating overtime hours under Section 7K of the Fair Labor Standards Act, which section affects primarily firefighters who work varying shifts. The City implemented the correct method of calculating overtime hours effective August 21, 2011, then proceeded to re-check its pay records in order to recalculate the back pay owed to the plaintiffs of the FLSA Lawsuit including these additional corrections; and

WHEREAS, the FLSA Lawsuit culminated in a mediated settlement agreement between the parties whereby the City agreed to pay to each plaintiff the greater of two different methods of calculating the back pay owed for back wages for specific periods of time in consideration for a release of any claims to back wages; and

WHEREAS, since discovery of the errors it has always been the intention of the City to reimburse its current and former employees for any back pay amounts it can legally pay under the Constitution and laws of the state, and the City Council finds it to be fair and equitable to offer the same terms of payment for back wages owed to current and former employees that were affected by the errors during the relevant periods but that were not parties to the FLSA Lawsuit as it agreed to pay to the Plaintiffs in the mediated settlement;

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

**SECTION 1. THAT, the City Manager or his designee is hereby authorized and directed to determine as expeditiously as possible such back wages that are owed to every affected current or former employee of the City for the same time period and using the same method of calculation as**

was used in determining the amounts paid to the Plaintiffs in the mediated settlement of the FLSA Lawsuit.

**SECTION 2.** THAT, once such amounts are determined, each current or former employee found to be owed back wages shall be offered payment for the designated amount in exchange for a release of claims and liability related to or arising out of the payment errors made by the City.

**PASSED AND APPROVED** on first reading at a regular meeting of the City Council on the **8th** day of **November, 2011** with all City Council Members voting “aye” for passage of same.

**PASSED AND APPROVED** on second and final reading at a regular meeting of the City Council on the \_\_\_ day of **December, 2011**, with all City Council Members voting “aye” for passage of same.

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Tommy Duncan, Mayor

ATTEST:

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Tami Davis, Assistant City Secretary

**City of Big Spring**  
**Big Spring McMahon-Wrinkle Airport and Industrial Park**  
**Development Board Meeting Minutes**  
**September 15, 2011**

The Big Spring Airport and Industrial Park Development Board met in Regular Session at 5:30 p.m., Thursday, September 15, 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
Jim DeVille	Jan Hansen

Absent: Wayne Dawson

Also in attendance: Jim Little, Airport Director  
Genevieve Stockburger

**Item # 1**

**Call to Order**

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

**Item # 2**

**Review and approve minutes from August 18, 2011 meeting**

Motion to approve made by Ned Crandall, seconded by Bobby McDonald, 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 summary on the recent activity. Jim discussed the progress with the company that is planning to use the railroad spur and do some much needed upgrades. The development should not interfere with the other businesses industrial park. The EDC has been working with CeRam-Cote and their new building. EDC is also working with John Crane Production Solutions and Noltex Truss. Desert Tanks has leased the recently vacated American Limestone hangar in order to expand their operations. The board discussed the importance of the EDC working with these businesses and helping to grow our community's resources.

**Item # 4**

**Airport Terminal Ramp Upgrade Project, Status**

Jim updated the board stating that the project is moving along. The City Council approved an Amendment to the package that includes the engineering and design work on the project. Addressing the drainage issues will increase the overall project cost.

**Item # 5**

**Airport Director's Update**

Jim described the recent increase in traffic that we have had through the terminal facility. Senator Seliger has flown in several times, as well as many other guests. The Fuel Tank Farm is still being considered and evaluated for cost and potential assistance. TAMC is still trying to negotiate a buyout of the current FBO. The contract for lease of the entire North Hangar is being drawn up at this time. Once he takes possession of the hangar, he will begin work on the Café and MRO. The board introduced themselves to the new Hangar 25 Administrator, Genevieve Stockburger. Genevieve discussed the upgrades and changes being made to the museum, including the clean-up and rotation of displays. The museum is assisting in the Reunion efforts and is in need of a few volunteers to help with that event. The new roof on the museum has some leaks which are being addressed by the roofers. Jim gave a presentation to the ALON USA CAP Panel and discussed the mutual support that they have provided for the airpark. The seal coat has been completed on Rickabaugh Drive, in front of the Flight Line Prison Unit. The flexible demarcation should

be installed soon, as well as the striping completed. Jim also discussed the proposed lighted poinsettia display that will be showcased on the highway coming into town from Midland, approaching the airport entrance. The display will include at least one 100' poinsettia. During the 9/11 anniversary week, there were some upgraded security notices issued by the FAA and the TSA. The board discussed the potential problems with airport security and how the airport is addressing the issues. Upcoming Airport Director travel includes the TML Conference in Houston on October 11<sup>th</sup> through the 13<sup>th</sup> and the FAA Southwest Region Fall Conference in Fort Worth on November 8<sup>th</sup> and 9<sup>th</sup>. For Show & Tell, the board viewed photos of the Joe Hays wedding, and discussed the terminal's new security system. The Webb AFB Reunion is coming up soon, on October 7<sup>th</sup> through the 9<sup>th</sup>. Webb Reunion planning is going smoothly.

**Item # 6**

**Webb Reunion Planning**

Webb Reunion Planning is going well. We are still in need of volunteers to assist with the UNICOM Radio monitoring during the Jan Collmer aerial performance and the following T-6 activities. The other activities are already planned, and the museum is taking information on volunteers that can assist with the set-up and clean-up activities and any other area that needs more help.

**Item # 7**

**Hang Gliding Update – Final Results**

Jim stated that the events went extremely well. The flying was excellent once again. There were a couple of records that were set at this year's event. The Ward's were once again in charge of the food vending. The money raised through the concessions was donated to the hang glider pilots, who in turn donated to Hangar 25 Air Museum. The hang gliders also made a very generous donation again this year to the Cloud Base Foundation, a non-profit group that supports child development programs. Marc discussed the professionalism and safety consciousness of the hang glider group this year and how pleased he was with it. The level of involvement was also increased among the group.

**Item # 8**

**Leased Building Issues**

Jim stated that the building waiting list is still full and that the upgrades to previously mentioned buildings are still ongoing. There are no plans to add more buildings at this time, but the maintenance efforts have been stepped up and the units still remain competitively priced.

**Item # 9**

**Airport Safety Committee Report**

Wayne Dawson was unavailable for an update. Marc discussed the upcoming newsletter and Pilot's Safety Meeting which will be on November 17<sup>th</sup>, at 7:00 pm, immediately following the November Board Meeting. Jarle Boe from the US Flight Academy will be the speaker for the November Safety Meeting and will also be providing an article for the quarterly newsletter.

**Item # 10**

**Other Events & Activities**

Jim again mentioned the upcoming use of the North Hangar for a benefit dinner and concert in October.

**Item # 11**

**Board Member Updates**

There are no updates at this time.

**Item # 12**

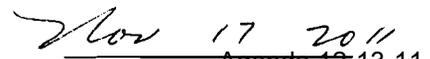
**Next Meeting Date**

October 20, 2011

**Adjournment: 6:40 p.m.**

  
Approved by Marc Marchesseault, Chairman

Page 26 of 69

  
Date Approved Nov 17 2011  
Agenda 12-13-11

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

OCTOBER 12, 2011

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The Board of Directors of the Howard County Appraisal District (HCAD) met for their Regular Meeting on September 12, 2011 at 5:15 pm. Directors present were Donnie Baker, Donnie Reid, Dale Humphreys, Kathy Sayles and Tim Blackshear. Brett McKibben 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 September 19, 2011, were reviewed and approved on a motion from Kathy Sayles with a second from Donnie Reid. 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 Tim Blackshear. Motion carried 5 to 0.

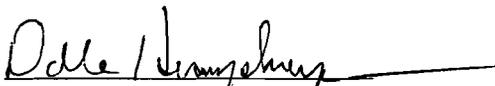
The travel expense were reviewed and approved on a motion from Tim Blackshear with a second from Donnie Reid. Motion carried 5 to 0

Chairman Baker stated that the Board would retire into Executive Session with the Districts' attorney, to discuss current litigation with Alon and Limestone Ridge. The time was 5:16 pm.

At 5:25 pm the Board reconvened to open session. No action was taken.

A motion was made by Tim Blackshear allowing the Chief Appraiser to receive payment on his retirement. Dale Humphreys seconded the motion. Motion carried 5 to 0.

With no other business to discuss the meeting adjourned at 5:50 pm.

  
Secretary, Dale Humphreys

  
Chairman, Donnie Baker



<b>TOTAL</b>	<b>481.54</b>	<b>283.28</b>	<b>49.97</b>	<b>0.00</b>	<b>0.00</b>	<b>10.16</b>	<b>804.95</b>
current	0.00	0.00	0.00	0.00	0.00	0.00	0.00
delinquent	481.54	283.28	49.97	0.00	0.00	10.16	804.95
	481.54	283.28	49.97	0.00	0.00	10.16	804.95
current m&o		0.00					
current i&s		0.00					
delinquent m&o		190.90					
delinquent i&s		72.38					
<b>PLEASE SIGN AND RETURN</b>							
<b>HOWARD COUNTY</b>							
<b>HOWARD COLLEGE</b>							
<b>BIG SPRING CITY</b>							
<b>COAHOMA CITY</b>							
<b>PERMIAN BASIN UWCD</b>							



## ***Purchasing and Material Control Memorandum***

**To:** Honorable Mayor, City Council, City Manager  
**From:** Paul Sotelo, Purchasing Agent  
**Date:** December 13, 2011  
**Subject:** Request to Lease Backhoes and Extend-a-hoes

---

Recently, the City of Big Spring reviewed online purchasing cooperative prices on backhoe and extend-a-hoe lease agreements from three (3) vendors. A tabulation sheet has been prepared and is attached to this memo for your consideration in making this award.

**Recommendation:** The staff recommends that the City lease the equipment from Yellowhouse Machinery for the amount of \$85,567.20 per year for a 3 year lease agreement. This pricing was received through the BuyBoard purchasing cooperative.



## ***Purchasing and Material Control Memorandum***

**To:** Honorable Mayor, City Council, City Manager  
**From:** Paul Sotelo, Purchasing Agent  
**Date:** December 13, 2011  
**Subject:** Request to purchase one (1) Fire Department Sedan

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Recently, the City of Big Spring reviewed online purchasing cooperative prices for one (1) sedan for the Fire Department. We contacted two (2) vendors in the HGAC purchasing cooperative with our specifications for pricing on this vehicle. A tabulation sheet has been prepared and is attached to this memo for your consideration in making this award.

**Recommendation:** The staff recommends that the City purchase the sedan from Caldwell Country Chevrolet of Caldwell, TX for \$21,373.00. This pricing was received through the HGAC purchasing cooperative.



## ***Purchasing and Material Control Memorandum***

**To:** Honorable Mayor, City Council, City Manager

**From:** Paul Sotelo, Purchasing Agent

**Date:** December 13, 2011

**Subject:** Request to Purchase Six (6) Chevrolet Impala Police Sedans

---

Recently, the City of Big Spring reviewed online purchasing cooperative prices for eight (8) sedans for the Police Department. We contacted two (2) vendors in the HGAC purchasing cooperative with our specifications for pricing on these vehicles. A tabulation sheet has been prepared and is attached to this memo for your consideration in making this award.

**Recommendation:** The staff recommends that the City purchase six (6) Chevrolet Impala sedans from Caldwell Country Chevrolet of Caldwell, TX for \$128,238.00. This pricing was received through the HGAC purchasing cooperative.



## ***Purchasing and Material Control Memorandum***

**To:** Honorable Mayor, City Council, City Manager

**From:** Paul Sotelo, Purchasing Agent

**Date:** December 13, 2011

**Subject:** Request to Purchase two (2) Dodge Charger Police Sedans

---

Recently, the City of Big Spring reviewed online purchasing cooperative prices for eight (8) sedans for the Police Department. We contacted two (2) vendors in the HGAC purchasing cooperative with our specifications for pricing on these vehicles. A tabulation sheet has been prepared and is attached to this memo for your consideration in making this award.

**Recommendation:** The staff recommends that the City purchase two (2) v6 Dodge Charger sedans from Dallas Dodge of Dallas, TX in the amount of \$45,408.00. This pricing was received through the HGAC purchasing cooperative. These two (2) Dodge Chargers will be purchased to evaluate performance and durability in comparison to the Chevrolet Impalas we currently have in our fleet.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO DEVELOP AND CONSTRUCT A FUEL FACILITY AND A CONCRETE FUELING APRON AT THE BIG SPRING MCMAHON-WRINKLE AIRPORT; AND DECLARING AN EMERGENCY

WHEREAS, the City of Big Spring intends to make certain improvements to the Big Spring McMahon-Wrinkle Airport; and

WHEREAS, the general description of the project is for fuel facility development; and

WHEREAS, the City of Big Spring will construct said fuel facility in a manner consistent with the Airport Layout Plan as approved by the State; and

WHEREAS, the City of Big Spring will comply with all applicable state and federal laws, rules and regulations for the operation of the fuel facility; and

WHEREAS, the City of Big Spring will maintain airport minimum standards, rates and charges that are reasonable and nondiscriminatory; and

WHEREAS, the total project cost is currently estimated to be \$540,000; and

WHEREAS, the City of Big Spring has available and will provide at least 25% of the fuel facility project costs (estimated to be \$125,000) and at least 10% of the concrete apron project costs (estimated to be \$4,000) with local funds;

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

SECTION 1. The Mayor is hereby authorized to execute on behalf of the City of Big Spring, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of these improvements to the Big Spring McMahon-Wrinkle Airport.

SECTION 2. The passage of this resolution constitutes an emergency and an imperative public necessity that the Charter Rule requiring that City resolutions be read at two separate meetings of the City Council be suspended, and said rule is hereby suspended, and this resolution shall take effect immediately upon its passage.

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

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

ATTEST:

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

**FEDERAL/STATE**

**CFDA: 20.106**

**City of Big Spring**  
**Big Spring McMahon-Wrinkle Airport**  
**1208BIGSP**

**PROJECT IMPLEMENTATION MEETING**

**SPONSOR'S SHARE OF PROJECT FUNDS**

Total project costs currently estimated to be \$540,000.

Total sponsor share including construction and design estimated to be \$129,000.

**DESIGN AND CONSTRUCTION FUEL FARM INFORMATION**

A grant for the Fuel Farm will be offered, 25% of estimated costs \$125,000 expected to be due by March/April 2012.

Total estimated costs \$500,000. TxDOT will reimburse the city for the grant 75%

**CONCRETE FUELING APRON INFORMATION**

Sponsor share of project costs estimated to be \$4,000.

Total construction costs estimated to be \$40,000. This may change based on final design.

Note: Sponsor will be billed 30 days in advance. Sponsor should have the above figures budgeted and encumbered by these dates. Sponsor will be apprised of all changes.

**Please be aware if federal funds are not available at the time your project is ready to advertise, we will not advertise this project until we have federal funds. This may possibly delay your project up to a year.**

Construction bids received and opened locally.

TxDOT will execute construction contract.

\* This will be included as an amendment in your current design grant.

**Forms needed prior to submission for Texas Transportation Commission Approval due December 23, 2011:**

**Resolution (Sample enclosed)**

This resolution will be used for your total project.

**Estimated Sponsor Share at this time is \$125000 for total project cost.**

**Designation of Sponsor's Authorized Representative (form enclosed)**

This is the person who will receive the agreement and all correspondence regarding this project.

**Certification of Project Funds (form enclosed)**

This certifies that funds will be available and when they will be available.

**Attorney's Certificate of Property Interest and Exhibit A map. (Will send later)**

This certificate shows the sponsor holds title or has controlling interest to the airport property.

**Future Scope Letter**

**Copy of your most recent audited financial statement**

**TxDOT Aviation Division Public Hearing on January 19, 2012**

Opportunity for sponsor and public comments on financial assistance grants.

**Transportation Commission Approval requested on February 23, 2012**

Federal fiscal year begins October 1, 2011 (FY2012). Federal funds are not available to be granted until after this date.

## **APPA (Airport Project Participation Agreement) OVERVIEW**

### **Part I - ID of Project**

Describes participants and project description.

### **Part II - Offer of Financial Assistance**

Fuel Farm provide 75% State and 25% local and for concrete apron provides 90% federal and 10% local funding.

### **Part III - Sponsor Responsibilities**

Statutorily driven for state/federal compliance

#### **SPECIFIC GRANT CONDITIONS (Part III):**

(Required by Statute & Administrative Code)

- \* Sponsor will comply with the attachments (Certification of Airport Fund, and Airport Assurances required by the FAA.)
- \* Sponsor will comply with applicable rules & regs
- \* Facility shall be controlled for at least 20 years
- \* Facility shall be operated in a safe manner
- \* Public access without unjust discrimination shall be provided
- \* No exclusive rights will be granted
- \* **No Through – the- fence operations -It will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. –USE WITH FEDERAL ONLY**
- \* All necessary land shall be acquired
- \* When requested, statements of airport revenues & expenses shall be submitted. yearly audited financial statements should be submitted.
- \* Sponsor shall operate such lighting at least at low intensity from sunset to sunrise
- \* All fees collected shall be used for airport development & improvement
- \* An airport fund shall be established for revenues collected and all expenditures from the airport fund shall be for airport purposes
- \* any revenue from mineral rights be identified as airport revenue; deposited to the airport fund and used for airport operations
- \* All development shall be consistent with approved ALP
- \* Comprehensive zoning regulations shall be adopted
- \* Recovery of funds spent fraudulently
- \* No steel or manufactured products produced outside U.S. permitted

- \* Sponsor must provide for continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the project

**NOTE: Special Condition** - Must have acceptable maintenance program either through the TxDOT sponsored RAMP or local maintenance program to be eligible for Capital Improvement Program grants.

<b>SCHEDULE SUMMARY for Federal/State funded projects</b>	<b>DATE DUE</b>
Resolution and other forms must be submitted to Aviation Division	December 23, 2011
Public Hearing	January 19, 2012
Texas Transportation Commission Approval of Project	February 23, 2012
APPA sent to Sponsor for acceptance dependent upon federal funds	March 2012
APPA returned to Aviation Division as soon as possible but not later than 30 days from date of receipt.	March 2012
<b><u>AVIATION CONTACTS</u></b>	
Call 1-800-68-PILOT (687-4568) Aviation Division Staff	
Becky Vick, Grant Manager 512-416-4508; <a href="mailto:Becky.Vick@TXDOT.GOV">Becky.Vick@TXDOT.GOV</a>	
Daniel Benson, Planner; 512-416-4536; <a href="mailto:Daniel.Benson@txdot.gov">Daniel.Benson@txdot.gov</a>	
Paul Slusser, Project Manager; 512-416-4527; <a href="mailto:Paul.Slusser@txdot.gov">Paul.Slusser@txdot.gov</a>	
Kelle Chancey, Grant Manager, 512-416-4514; <a href="mailto:kelle.Chancey@txdot.gov">kelle.Chancey@txdot.gov</a>	
Scott Bryan, Property Acquisition 512-416-4538, <a href="mailto:Scott.Bryan@Txdot.gov">Scott.Bryan@Txdot.gov</a>	





# HOWARD COUNTY APPRAISAL DISTRICT

Ronny Babcock, RPA  
RTA/RTC  
Chief Appraiser

## HOWARD COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS ELECTION 2011

THIS IS YOUR OFFICIAL BALLOT FOR CASTING YOUR VOTES IN THE ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS FOR THE HOWARD COUNTY APPRAISAL DISTRICT. A VOTE THAT RESULTS IN A TIE FOR ANY PLACE ON THE BOARD WILL BE DECIDED BY DRAWING FROM A HAT.

THIS BALLOT MUST BE RETURNED AND POSTMARKED BY 5:00 P.M. DECEMBER 15, 2011.

ONCE ALL BALLOTS ARE RETURNED, THE CHIEF APPRAISER WILL TABULATE THE VOTES. THE RESULTS WILL BE SENT TO EACH TAXING UNIT BY DECEMBER 30, 2011.

<i>TAXING UNIT:</i>
<b>BIG SPRING CITY</b>
<i>ALLOTTED VOTES:</i>
<b>627</b>

### NOMINEE

### VOTES CAST

<b>DONNIE BAKER</b>	_____
<b>TIM BLACKSHEAR</b>	_____
<b>DALE HUMPHREYS</b>	_____
<b>DONNIE REID</b>	_____
<b>KATHY SAYLES</b>	_____

**Total Votes Cast by Unit** \_\_\_\_\_

BY OFFICIAL ACTION \_\_\_ / \_\_\_ / 2011

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

**FIRST AMENDED INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF BIG SPRING AND HOWARD COUNTY  
FOR JAIL SERVICES, ANIMAL CONTROL SERVICES AND  
CRIME SCENE INVESTIGATIVE SERVICES**

This First Amended Interlocal Agreement for Jail Services, Animal Control Services and Crime Scene Investigative Services (hereinafter the "Agreement") is by and between the City of Big Spring (hereinafter the "City") and Howard County, (hereinafter the "County"), hereinafter collectively referred to as the "Parties". This Agreement is executed pursuant to Texas Government Code Chapter 791, the Texas Interlocal Cooperation Act.

**WHEREAS**, on or about October 1, 2009 the City and the County entered into the Agreement wherein the County and City agreed to cooperatively exchange the respective services for the mutual benefit of the citizens of the City and the County; and

**WHEREAS**, pursuant to the Agreement, the County is responsible for operating the jail and assumes full responsibility for prisoners once they are accepted for booking, including obtaining medical access or transportation for prisoners in accordance with Texas jail standards; and

**WHEREAS**, the Parties now wish to amend the Agreement to provide that the City will provide some ambulance services to prisoners at the jail without charge to the County as more specifically provided herein;

**NOW THEREFORE**, the Parties hereby agree to amend the Agreement as follows:

Section 2.4 of the Agreement is amended to read in its entirety as follows:

"2.4 Medical Transportation. The City agrees to avail City arrestees in obvious need of emergency medical attention access to the necessary medical attention prior to bringing such arrested persons to the jail. At the time a City prisoner is presented for booking, County shall have final authority to either accept or reject the prisoner based on the need for emergency medical attention. If the City prisoner is rejected, it is the City's responsibility to transport the City prisoner to the designated facility where the appropriate emergency medical treatment can be rendered. In such cases, evidence of treatment shall be a signed document by a physician. When the County accepts a City prisoner from the City, the responsibility and correlating expense, if any, for obtaining access or transportation to necessary medical treatment, shall shift to the County.

County shall obtain medical access or transportation for prisoners in accordance with Texas jail standards. The City agrees to provide at no charge to the County the first four (4) ambulance runs each fiscal year (beginning October 1 of such year) made by the City ambulance service to the jail for emergency medical treatment of prisoners housed at the jail."

All other provisions of the Agreement shall remain in full force and effect as previously written.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2011

CITY OF BIG SPRING, TEXAS

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

ATTEST:

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 2011

HOWARD COUNTY, TEXAS

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

ATTEST:

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

**FIRST AMENDED CONTRACT FOR COLLECTION SERVICES  
BETWEEN THE CITY OF BIG SPRING AND  
PERDUE, BRANDON, FIELDER, COLLINS AND MOTT L.L.P.**

This First Amended Contract for Collection Services is by and between the City of Big Spring (hereinafter the "City") and Perdue, Brandon, Fielder, Collins & Mott L.L.P. (hereinafter "Perdue").

**WHEREAS**, on December 11, 2007 the City and Perdue entered into a Contract for Collection Services (the "Contract") wherein Perdue was to perform collection of delinquent court fees and fines, utility bills and delinquent ambulance service bills; and

**WHEREAS**, on October 14, 2011 Perdue notified the City that due to changes in federal privacy laws it no longer would provide ambulance service account collections, and returned all of the ambulance account information it had received from the City;

**NOW THEREFORE**, the Parties hereby agree to amend the Contract effective as of October 14, 2011 as follows:

- (1) Paragraph I of the Contract is amended to read in its entirety as follows:

**"I.**

City agrees to employ and does hereby employ Perdue to enforce the collection of delinquent court fees and fines and delinquent utility bills pursuant to the terms and conditions described in this contract. This contract supersedes all prior oral and written agreements between the parties, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties."

- (2) Except as specifically amended herein, all other provisions of the Contract shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties have respectively executed this First Amended Contract for Collections to be effective as of the date set forth above.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2011 by:

**CITY OF BIG SPRING**

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

**ATTEST:**

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 2011 by:

**PERDUE, BRANDON, FIELDER,  
COLLINS & MOTT L.L.P.**

By: \_\_\_\_\_

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

\_\_\_\_\_  
Title

**AGREEMENT BETWEEN THE CITY OF BIG SPRING  
AND MEDICAL AND MUNICIPAL ACCOUNT SERVICES INC.  
FOR COLLECTION OF DELINQUENT AMBULANCE ACCOUNTS**

This Agreement is made and entered into by and between the City of Big Spring (the "City") and Medical and Municipal Account Services, Inc. a Texas corporation ("MMAS"), collectively (the "Parties").

**Section 1.** City hereby agrees to contract with MMAS to enforce collection of delinquent ambulance service accounts pursuant to the terms and conditions described herein. This Agreement supersedes all prior oral and written agreements between the Parties, and can only be amended if done so in writing and signed by all Parties. This Agreement cannot be transferred or assigned by either Party without the written consent of the other Party.

**Section 2.** City agrees to refer all delinquent ambulance accounts to MMAS by electronic or other format as may be agreed to by the Parties, for collection. An ambulance service account is considered delinquent as defined by City ordinance.

**Section 3.** MMAS will refer all payments and correspondence concerning delinquent ambulance service accounts directly to the City. MMAS reserves the right to return to the City all accounts not collected within one (1) year of referral and all accounts identified as being in bankruptcy. Neither party will thereafter have any obligation to the other party under this contract regarding such accounts.

**Section 4.** The City agrees to pay to MMAS twenty five percent (25%) of any collected delinquent fees for ambulance service accounts that were referred to MMAS and have not been returned to the City pursuant to Section 3 above. All compensation due to MMAS under this Agreement shall become the property of MMAS at the time City receives the payment and the City shall pay all such funds received to MMAS on a monthly basis by check.

**Section 5.** MMAS agrees to use its best efforts to collect the delinquent ambulance service accounts referred to it and to respond to any inquiries from the City regarding the delinquent accounts.

**Section 6.** This Agreement shall commence on December 15, 2011 and end when both Parties mutually agree; provided, however, that either party to this Agreement shall have the right to terminate this Agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this Agreement. In the event of such termination, MMAS shall have an additional six (6) months to complete work on all accounts referred to it by the City prior to the notice of termination.

**Section 7.** Any notices or demands required pursuant to this Agreement shall be in writing and shall be deemed served and received when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested by certified mail addressed to the Parties as follows:

To City at: City Manager  
City of Big Spring  
310 Nolan Street  
Big Spring, TX 79721-2657

To MMAS at: Medical & Municipal Account Services, Inc.  
P.O. Box 927  
Big Spring, Texas 79721

**Section 8.** This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any cause of action related to this Agreement shall be in Howard County Texas. If any covenant, condition or provision contained in this Agreement is held to be invalid by any Court of competent jurisdiction such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals.

**The City of Big Spring**

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

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

ATTEST

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

**Medical & Municipal Account Services, Inc.**

By: \_\_\_\_\_  
Vincent J. Sjogren, President

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

**PROTECTED HEALTH INFORMATION  
BUSINESS ASSOCIATE AGREEMENT  
BETWEEN THE CITY OF BIG SPRING AND  
MEDICAL & MUNICIPAL ACCOUNT SERVICES, INC.**

This Agreement is entered into this 15<sup>th</sup> day of December, 2011 by and between the City of Big Spring, Texas (hereinafter the “Covered Entity”) and Medical and Municipal Account Services, Inc., a Texas corporation (hereinafter “Business Associate”).

WHEREAS, Covered Entity will make available and/or transfer to Business Associate certain Protected Health Information, in conjunction with that certain Agreement for Collection of Delinquent Ambulance Accounts dated of even date herewith (the “Master Agreement”), that is confidential and subject to privacy protections afforded by federal law; and

WHEREAS, Business Associate will have access to and/or receive from Covered Entity certain Protected Health Information that shall be used or disclosed only in accordance with this Agreement and applicable federal privacy regulations.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Covered Entity and Business Associate agree as follows:

**I. Definitions.**

Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

- (a) “Business Associate” shall mean Medical and Municipal Account Services, Inc.
- (b) “Covered Entity” shall mean the City of Big Spring.
- (c) “Individual” shall have the same meaning as in 45 CFR 164.501 and shall include a person who qualifies as a person’s representative in accordance with 45 CFR 164.502(g).
- (d) “Privacy Rules” shall mean the Standards for Privacy of Individual Identifiable Health Information in 45 CFR part 160 and part 164, subparts A and E.
- (e) “Protected Health Information” shall have the same meaning as the term has in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) “Required by Law” shall have the same meaning as the term has in 45 CFR 164.501.
- (g) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

## **II. Obligations and Activities of Business Associate.**

- (a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (e) Business Associates agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- (h) Business Associate agrees to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of Protected Health Information in accordance with 45 CFR 164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section II (i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an

accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

**III. Permitted Uses and Disclosures by Business Associate.**

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Master Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(i).

**IV. Obligations of Covered Entity.**

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restrictions may affect Business Associate's use or disclosure of Protected Health Information.

**V. Permissible Requests by Covered Entity.**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity; provided, however, that Business Associate may use or disclose Protected Health Information for data aggregation or management and administrative activities of Business Associate.

**VI. Term and Termination.**

- (a) **Term.** This Agreement shall be effective as of the 15<sup>th</sup> day of December 2011, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with other termination provisions in this Section.
- (b) **Termination of cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Master Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or,
  2. Immediately terminate this Agreement, and the Master Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or,
  3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) **Effect of Termination.**
1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected Health Information.
  2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall notify Covered Entity of the reasons for such determination. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that

make the return or destruction not feasible, for so long as Business Associate maintains such Protected Health Information.

**VII. Miscellaneous.**

- (a) **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law 104 -191.
- (c) **Survival.** The respective rights and obligations of Business Associate under Section VI (c) of this Agreement shall survive the termination of this Agreement.
- (d) **Interpretation.** Any ambiguity in this Agreement shall resolve in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.
- (e) **Indemnification.** Business Associate and Covered Entity agree to indemnify and hold harmless the other, the other's officers, agents, employees, directors, attorneys and insurers, from and against any and all claims, judgments, expenses, damages, fines, and penalties, including reasonable attorney's fees, arising from the indemnifying party's acts or omissions in the performance of this Agreement.
- (f) **All Other Terms of the Agreement(s).** Except as modified by the terms of this agreement, all other terms of the Master Agreement(s) shall remain in full force and effect.
- (g) **Conflict.** In the event of a conflict between the terms of this Agreement and the Master Agreement(s), the terms of this Agreement shall be deemed controlling.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals this \_\_\_\_\_ day of December, 2011.

**City of Big Spring**

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

ATTEST

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

**Medical & Municipal Account Services, Inc.**

By: \_\_\_\_\_  
Vincent J. Sjogren, President

## **ASSIGNMENT AND ASSUMPTION OF TENANT LEASE**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated as of \_\_\_\_\_, 2011 (the "Effective Date"), is executed by the **City of Big Spring, Texas**, a Texas municipal corporation ("Assignor"), and **Vanguard Wireless, LLC**, a Delaware limited liability company ("Assignee"), formerly known as Vanguard Wireless, L.P. and wholly owned subsidiary of InSite Towers, LLC.

WHEREAS, Assignee is the owner of a certain telecommunications facility located at Latitude 32°15'07.999" Longitude 101°28'19.780" (the "Tower") on Assignor's property located at 411 Nolan in Big Spring, Howard County, Texas (the "Site"); and

WHEREAS, Assignor and Assignee entered into that certain Communications Site Lease Agreement dated August 30, 2007, pursuant to which Assignor leased from Assignee antenna space on the Tower and within Assignee's equipment building at the Site (the "City Site Lease"); and

WHEREAS, Assignor subleases a portion of its space on the Tower and Site to AT&T Mobility Texas, LLC ("AT&T"), pursuant to a certain Communications Lease Agreement between Assignor and Poka Lambro PCS, Inc. (predecessor-in-interest to AT&T, dated January 26, 1999, as amended by Addendum dated January 26, 1999 and Second Addendum dated March 9, 1999, and as amended and restated by the First Amended Communications Lease Agreement dated January 15, 2008 (collectively, the "Tenant Lease"); and

WHEREAS, Assignor and Assignee entered into that certain Ground Lease dated August 30<sup>th</sup> 2007 (the "Vanguard Land Lease") pursuant to which Assignor leased real property to Assignee for the purpose of construction, operation and maintenance of the Tower, and which specifically provides terms for Assignor to assign its Tenant Lease to Assignee; and

WHEREAS, the parties have agreed that Assignor will hereby assign all of its right, title and interest in and to the Tenant Lease to Assignee and that Assignee will assume any and all of Assignors duties and obligations under the Tenant Lease.

NOW THEREFORE, in consideration of above referenced Agreements and of these premises, the mutual promises, agreements and covenants of the parties contained herein, it is agreed as follows:

1. **Assignment.** Assignor does hereby assign, transfer, and deliver to Assignee all of Assignor's right, title, and interest in and to the Tenant Lease, including, without limitation, the right to receive any and all rents, issues, and profits under the Tenant Lease accruing on and after the Effective Date.
2. **Assumption.** Assignee unconditionally assumes all liabilities and obligations of Lessor under the Tenant Lease, upon the terms and subject to the conditions set forth in the Tenant Lease to the extent that the same arise on or after the Effective Date. Assignor shall remain responsible for all liabilities and obligations with respect to the Tenant Lease to the extent that such liabilities or obligations arose prior to the Effective Date.
3. **Release.** Assignor hereby releases and waives all of its right, title and interest in and to any and all space on the Tower and Site that is occupied by AT&T pursuant to the Tenant Lease (the "AT&T

Space”), it being understood between the parties that such AT&T Space shall be subject only to the Tenant Lease and shall no longer be subject to the City Site Lease.

4. Covenants of Cooperation. Each party agrees to take such further or additional action and execute and deliver to the other parties such further or additional instruments, agreements, or other documents as shall be reasonably requested by the other parties in order to complete, assure and/or evidence, or more fully complete, assure and/or evidence, the transactions contemplated or described herein, or to grant, secure and/or confirm, or more fully grant, secure and/or confirm, the rights and benefits intended to be conferred on each party by the transactions contemplated or described in this Agreement.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of laws rules. Venue for any action arising out of this Assignment shall be in Howard County, Texas.

6. Counterparts; Facsimile Execution. This Assignment may be executed in one or more counterparts (including by facsimile or by electronic copy or transmission), each of which will be the binding agreement of the executing party and which, when taken together, shall be deemed to be one and the same instrument.

7. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Tenant Lease as of the day and year first above written.

**ASSIGNOR:**

**CITY OF BIG SPRING, TEXAS**  
a Texas Home rule Municipal Corporation

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

ATTEST:

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

STATE OF TEXAS                   §  
   §  
COUNTY OF HOWARD           §

This instrument was acknowledged before me by Tommy Duncan, who is Mayor of the City of Big Spring, on behalf of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of \_\_\_\_\_, 2011.

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

**ASSIGNEE:**

**VANGARD WIRELESS, LLC**  
a Delaware limited liability company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

**STATE OF** \_\_\_\_\_ §

§

**COUNTY OF** \_\_\_\_\_ §

Before me, \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_ personally appeared \_\_\_\_\_, proved to me through \_\_\_\_\_ to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is authorized to act on behalf of \_\_\_\_\_ in the capacity stated and that he/she executed the same for the purposes and consideration therein expressed.

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

**AGREEMENT BETWEEN  
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION  
AND  
TRANSPORT HANDLING SPECIALISTS, INC.**

This agreement is made and entered into by and between Big Spring Economic Development Corporation a Texas non-profit corporation, hereinafter referred to as “EDC” and Transport Handling Specialists, Inc. Transport Handling Specialists, Inc., having a place of business at 1554 Paoli Pike, #179, West Chester, PA 19380, a corporation organized under and pursuant to the laws of the Commonwealth of Pennsylvania hereinafter refer to as “THS”. The Agreement shall become effective upon execution by both Parties.

**1. RECITALS**

**WHEREAS**, THS desires to enhance the competitiveness of industrial activity in Big Spring and the development of industrial properties in the Big Spring Airport through the rehabilitation and activation of an existing line of railroad to Big Spring Airport and through the facilitation of new railway infrastructure within Big Spring Airport under the name Big Spring Rail System; and

**WHEREAS**, THS desires to operate a common carrier railroad to Big Spring Airport and to facilitate the construction of new railroad facilities to be served by said Big Spring Rail System on certain industrial properties of Big Spring Airport;

**WHEREAS**, THS desires an economic development incentive in the form of rent subsidy to offset rental fees at the Big Spring Airport “Airpark” for Five (5) perpetual railway easements, as originally procured by the City of Big Spring under an Indenture with the United States of America on October 6, 1978, as recorded on February 11, 1980 and approximately sixteen acres of land and within the grounds of the Big Spring Airport currently under lease from the City of Big Spring hereafter referred to as the “Leased Property”;

**WHEREAS, THS requests reimbursement for up to \$500.00 of the rent per month established by lease agreement between the City of Big Spring (the “City”) and THS for the Leased Property, for a period of two (2) years, with such reimbursement to be paid to THS monthly; and**

**WHEREAS, EDC is willing to provide such economic development incentive with the expectation that rehabilitation of the existing rail spur and Capital Improvements to the Leased Property will result in increased economic activity at the Airpark, provide service to existing customers at the Airpark and facilitate the development of new business entities resulting in the potential for additional job creation and business development;**

**NOW THEREFORE, in consideration of the mutual agreements, covenants and conditions contained herein, the Parties agree as follows:**

## **2. DEFINITIONS**

- (a) **“Capital Improvements” shall mean all investments by the THS or The City of Big Spring in fixed railway infrastructure above and beyond those maintenance expenditures required to maintain existing track in Class 1 condition, such as investments in new tracks, land acquisition or land lease for new tracks, new signal facilities, and rehabilitation of track to standards higher than Class 1.**
- (b) **“Class 1” track shall mean railway track and supporting structures that conforms to a standard promulgated by Title 49 of the Code of Federal Regulations, Part 213.9, as monitored by the Federal Railroad Administration, whereby a freight railroad track meets the requirements for speeds up to 10 m.p.h.**
- (c) **“Operating Revenue” shall mean income of THS from railway operations in Howard County, TX, such as its factor of line haul transportation rates and incidental railway operating revenues from demurrage, switching, and right-of-way access fees.**

### **3. AGREEMENT**

a. Transport Handling Specialists, Inc agrees and covenants as follows:

1. THS will enter into a ten year lease agreement with the City of Big Spring for the Leased Property and will make timely rental payments to the City of Big Spring pursuant to the Lease with the City.
2. THS will submit a request to EDC each month for reimbursement of up to \$500.00 of the rent paid for the Facility for the previous month.

b. Big Spring Economic Development Corporation agrees to:

Reimburse THS up to \$500.00 of the preceding month's rent for the Leased Property each month for the term of two (2) years unless an event of default as set forth below occurs. THS agrees that the reimbursement of \$500.00 will be reduced by 5% of THS's Operating Revenue each month and THS will provide accounting to BSEDC sufficient, in BSEDC's opinion, to determine monthly Operating Revenue.

### **4. DEFAULT**

This agreement shall terminate immediately in the event that the lease with the City of Big Spring terminates for any reason, or THS abandons the Leased Property, assigns or subleases to another entity that is not a parent or subsidiary of THS, ceases to utilize the Leased Property in the manor described above, or relocates operations conducted on the Leased Property or other properties leased by THS at the Airpark to another location. Additionally, in the event THS fails to timely make any rental payment for the Leased Property to the City, EDC may discontinue rental reimbursement payments to THS, or at its discretion make such payments directly to the City to offset any arrearage in rent for the easement and acreage.

**Big Spring Economic Development Corporation**

By: \_\_\_\_\_  
Justin Myers, President

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

STATE OF TEXAS        )

COUNTY OF HOWARD    )

This instrument was acknowledged before me on \_\_\_\_\_,  
2011, by Justin Myers, President of the  
Big Spring Economic Development Corporation.

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

**Transport Handling Specialists, Inc.**

By: \_\_\_\_\_  
\_\_\_\_\_

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

STATE OF TEXAS            )

COUNTY OF HOWARD    )

                  This instrument was acknowledged before me on \_\_\_\_\_,  
2011, by \_\_\_\_\_  
Transport Handling Specialists, Inc.

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

**AGREEMENT BETWEEN  
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION  
AND  
TRANSPORT HANDLING SPECIALISTS, INC.**

This agreement is made and entered into by and between the Big Spring Economic Development Corporation, a Texas non-profit corporation, hereinafter referred to as "EDC" and Transport Handling Specialists, Inc., having a place of business at 1554 Paoli Pike, #179, West Chester, PA 19380, hereinafter referred to as "THS." This Agreement shall become effective upon execution by both Parties.

**1. RECITALS**

**WHEREAS**, THS desires to enhance the competitiveness of industrial activity in Big Spring and the development of industrial properties in the Big Spring McMahon Wrinkle Airpark hereinafter referred to as the "Airpark" through the rehabilitation and activation of an existing line of railroad to, and the facilitation of new railway infrastructure within the Airpark under the name Big Spring Rail System; and

**WHEREAS**, THS desires to operate a common carrier railroad to the Airpark and to facilitate the construction of new railroad facilities to be served by said Big Spring Rail System on certain industrial properties of the Airpark; and

**WHEREAS**, THS desires economic development incentives to perform improvements and infrastructure upgrades to the leased rail located at the Airpark for Five (5) perpetual railway easements originally procured by the City of Big Spring under an Indenture with the United States of America on October 6, 1978 and recorded on February 11, 1980 and approximately sixteen acres of land within the grounds of the Airpark currently under lease by THS from the City of Big Spring hereafter referred to as the "Leased Property;" and

**WHEREAS**, THS requests reimbursement from EDC for up to \$150,000.00 for the rail upgrades, capital improvements and new construction detailed in Exhibit "A"; and

**WHEREAS**, EDC is willing to provide such economic development incentive with the expectation that rehabilitation of the existing rail spur and capital improvements to the Leased Property will result in increased economic activity at the Airpark, provide service to existing customers at the Airpark and facilitate the development of new business entities resulting in the potential for additional job creation and business development;

**NOW THEREFORE**, in consideration of the mutual agreements, covenants and conditions contained herein, the Parties agree as follows:

## 2. DEFINITIONS

- (a) "Capital Improvements" shall mean all investments by the THS or The City of Big Spring in fixed railway infrastructure above and beyond those maintenance expenditures required to maintain existing track in Class 1 condition, such as investments in new tracks, land acquisition or land lease for new tracks, new signal facilities, and rehabilitation of track to Class 1 standards.
- (b) "Class 1" track shall mean railway track and supporting structures that conforms to a standard promulgated by Title 49 of the Code of Federal Regulations, Part 213.9, as monitored by the Federal Railroad Administration, whereby a freight railroad track meets the requirements for speeds up to 10 m.p.h.

## 3. AGREEMENT

- (a) THS agrees and covenants as follows:

1. THS has entered into a ten (10) year lease agreement with the City of Big Spring for the Leased Property and will abide by all terms and conditions of said lease and will make timely rental payments to the City of Big Spring pursuant to the Lease.
2. THS will make the capital improvements detailed in Exhibit "A."
3. THS will provide paid invoices or other documentation from rail contractors and rail suppliers for worked performed and supplies acquired to complete the capital improvements in a form deemed acceptable to EDC in order to request reimbursement for said expenditures.
4. THS will not knowingly employ any undocumented workers. EDC will not reimburse and THS must repay funds it receives from EDC if THS, Big Spring Rail System, a branch, division, department of them, their officers or employees are convicted of federal immigration violations under 8 U.S.C. Section 1324a(f). THS shall repay the amount of the subsidy received according to the terms of the agreement not later than the 120<sup>th</sup> day after the date the public agency, state or local taxing jurisdiction or EDC notifies it of the violation.
5. THS agrees and understands that the City Council of the City of Big Spring must approve all programs and expenditures of EDC, and accordingly this Agreement shall not become effective until the City Council has approved this Agreement at a properly noticed City Council meeting.

- (b) EDC agrees to:

Reimburse THS up to \$150,000.00 upon receipt of acceptable proof of work performed and costs incurred for capital improvements.

**6. DEFAULT**

This Agreement shall terminate immediately in the event that THS's lease with the City of Big Spring terminates for any reason, THS abandons the Leased Property or assigns or subleases it to another entity that is not a parent or subsidiary of THS, ceases to utilize the Leased Property in the manner described above, or relocates operations conducted on the Leased Property or other properties leased by THS at the Airpark to another location. Additionally, in the event THS fails to timely make any rental payment for the Leased Property to the City, EDC may discontinue reimbursement payments to THS under this Agreement or at its discretion make such payments directly to the City out of such reimbursements to offset any arrearage in rent for the easement and acreage.

This agreement is executed in duplicate originals on the dates set forth below.

**BIG SPRING ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Justin Myers, President

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

**TRANSPORT HANDLING SPECIALISTS, INC.**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

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

## Exhibit "A"

### Big Spring Rail System Building Fund Estimates for Start-Up Track

	Materials	Labor	Total
<b>Part 1:</b> Maintenance of 2.07 miles of main stem to achieve FRA Class 1 condition			
MP 0.07: replace existing Hayes right-hand #7 derail with Hayes-type #6			
MP 0.45: install a left-hand split-switch derail (to derail northward moves)			
MP 0.04 to 0.62 (where ties should be new grade 4-or-5 ties)			
MP 0.04: correct 58 1/8" track gauge to maximum 57" for 1 1/2 rail lengths			
MP 0.07: correct 5/16" rail-end mismatch at west insulated joint, tighten bolts			
MP 0.07: replace one joint ties at west insulated joint			
MP 0.17: replace one joint tie at east joint (909' south of UP)			
MP 0.17: replace one joint tie at west joint (930' south of UP)			
MP 0.28: replace one joint tie at east joint (1,493' south of UP)			
MP 0.32: replace middle tie in nest of 5 defective ties (1,677' south of UP)			
MP 0.33: replace 3rd & 5th ties in next of 7 defective ties (1,730' south of UP)			
MP 0.10-to-0.50: straighten ties, plug & re-spike, replacing 40 ties at joints			
MP 0.10-to-0.50: apply 1730 used anchors @ 8 ties per rail, boxing anchors			
MP 1.24: repair switch to Co-Ex Pipe where left-hand point is gapping 3/16"			
MP 1.44: remove asphalt from flangeway across Airport Street grade crossing			
MP 1.45-to-2.07: spray vegetation as necessary (most areas minimal requirement)			
Sub-totals based on 13 Oct 11 bid of RailWorks, modified	\$11,000	\$23,000	\$34,000
<b>Part 2:</b> Construction of 950-foot run-around track between MP 1.45 and MP 1.64			
Blade off alignment adjacent to main stem, minimal requirement			
Ties, 375, 6" x 8" industrial grade, 750 feet with 2-foot spacing, @ \$28	10,500		
Rail, 90# used, relocated from on site	0		
Plates, 950 used, 2 sets gauge plates	3,000		
Angle bars, 55 used @ \$8.18	450		
Spikes, bolts, and other track materials	1,500		
Switch timbers, used, 2 sets, @ \$2,400	4,800		
Inbound freight on ties and switch timbers	2,500		
Switch hardware: rods, hook plates, stand (frog and points relocated from on site)	4,000		
Ballast, 1 ton/foot @ \$15/ton	<u>14,250</u>		
Labor to disassemble & relocate 1 switch + assemble 1 switch, 6 days @ \$5,000		30,000	
Labor and equipment to construct 750 ft. of track, align 950 ft., 3 days @ \$5,000		<u>15,000</u>	
Sub-totals based on above estimates	\$41,000	\$45,000	\$86,000
<b>Part 3:</b> Maintenance of 1,677 foot spur diverging at MP 0.86, for emergency storage			
Correct wide gauge just south of frog and replace bent rail at site of previous derailment, plug, and re-spike			
Repair & grind main track switch point			



**Minutes of the Board of Director's Regular Meeting**  
**BIG SPRING ECONOMIC DEVELOPMENT CORPORATION**  
**Tuesday, October 18, 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 5:23 p.m. Tuesday, October 18, 2011 in the offices of the Big Spring Economic Development Corporation with Mr. Bomar, presiding. The following notice was sent on October 14, 2011 to all Directors, the news media, and duly posted on October 14, 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, October 18, 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: Howard College Grant Quarterly Update for Workforce Training, Action on Minutes of the September 20, 2011 Regular Meeting, Action on September Financials and Investment Reports, Approval of a Contract for Employment with the Executive Director, Resolution recognizing outgoing Board Members Larry McLellan and Glenn Fillingim, Introduction of new Board Members, Election of Officers, Appointment of Committee Chairs by President, Action to enter into a Contractual Agreement with Leading Enterprise Development Group for small business consulting services, Consideration of Engagement Letter from Wilton, Newberry, Heidel, Leonard & Horton, CPA's for the 2010-2011 Audit, 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  
Mr. Justin Myers  
Mr. Scott MacKenzie  
Mr. Jim DePauw

**Directors Absent:**

Dr. Keith Ledford

**Staff Present:**

Mr. Terry Wegman  
Mrs. Teresa Darden

**Guests:**

Miklos Szabo, Amanda Moreno, Kyle Guthrie, Kinsey Hansen, Jerry Duenes, Diane Newton, Matty McLain, Spencer McLehannon

**AGENDA ITEM # 1 – Call to Order:**

Mr. Bomar called the meeting to order at 5:23 p.m.

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

Mr. Fillingim led the invocation and pledge.

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

Mrs. Kinsey Hansen gave the 2011 third 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 August was 91 students. Howard College is still providing students with credentials such as NCCER, HyTorc, OSHA 10 & Tract. Howard College has been very pleased with the participation from the area High Schools having 22 students enrolled in dual credit classes as well as the participation from local business.

**ACTION ITEM #4- Action on Minutes of the September 20, 2011 Regular Board Meeting**

Mr. Bomar presented the minutes of the September 20, 2011 Regular Meeting. Motion to accept the minutes were made by Mr. McLellan, seconded by Mr. Fillingim. The motion passed 4 to 0 with all members present voting “aye” in favor of the motion.

**ACTION ITEM #5- Action on September Financials and Investment Reports**

Mr. Fillingim presented the September Financials and Investment report. Motion to approve the September Financials and Investment Report was made by Mr. Myers seconded by Mr. McLellan. The motion passed 4 to 0 with all members present voting “aye” in favor of the motion.

**AGENDA ITEM #6- Approval of a Contract for Employment with the Executive Director**

Mr. Bomar presented the Employment Contract. Motion to approve the Contract for Employment with the Executive Director was made by Mr. Fillingim, seconded by Mr. Myers. The motion passed 4 to 0 with all members present voting “aye” in favor of the motion

**AGENDA ITEM #7- Resolution recognizing outgoing Board Members Larry McLellan and Glenn Fillingim**

Mr. Bomar presented the Resolutions to Mr. McLellan and Mr. Fillingim.

#### **AGENDA ITEM #8- Introductions of new Board Members**

Mr. Wegman introduced Mr. Jim DePauw and Scott MacKenzie as the new Board Members.

#### **AGENDA ITEM #9- Elections of Officers**

Mr. Bomar nominated Mr. Myers for President. No other nominations were made. Motion to elect Mr. Myers as President was made by Mr. Bomar, seconded by Mr. DePauw. The motion passed 4 to 0 with all members present voting “aye” in favor of the motion.

Mr. Bomar nominated Dr. Ledford for Vice President. No other nominations were made. Motion to elect Dr. Ledford as Vice President was made by Mr. Bomar seconded by Mr. MacKenzie. The motion passed 4 to 0 with all members present voting “aye” in favor of the motion.

Mr. Myers nominated Mr. Bomar for Secretary/Treasurer. No other nominations were made. Motion to elect Mr. Bomar as Secretary/Treasurer was made by Mr. Myers seconded by Mr. DePauw. The motion passed 4 to 0 with all members present voting “aye” in favor of the motion.

#### **AGENDA ITEM #10- Appointments of Committee Chairs by President**

Mr. Myers appointed the following Committee Chairs:

- A. Industry Attraction and Recruitment - Mr. DePauw
- B. Industry Retention and Expansion - Mr. MacKenzie
- C. Workforce Development – Dr. Ledford

#### **AGENDA ITEM #11- Action to enter into a Contractual Agreement with Leading Enterprise Development Group for small business consulting services.**

Mr. McLain presented an update of 35 clients and presented the board with the agreement for Leading Enterprise Development Group.

Motion to enter into a contractual agreement, with Leading Enterprise Development Group and authorizing the Executive Director to sign all documents, was made by Mr. Bomar, seconded by Mr. MacKenzie. The motion passed 4 to 0 with all members present voting “aye” in favor of the motion.

#### **AGENDA ITEM #12- Consideration of Engagement Letter from Wilton, Newberry, Leonard, Horton & Bairrington, CPA’s for the 2010-2011 Audit.**

Mr. Wegman presented the engagement letter for the annual audit by Newberry, Leonard, Horton & Bairrington, CPA’s. Motion to accept the engagement letter was made by Mr. Bomar, seconded by Mr. DePauw. The motion passed 4 to 0 with all members present voting “aye” in favor of the motion.

**AGENDA ITEM #13- Directors Report**

Mr. Wegman discussed various projects including: The signing of the lease contract with the City of Big Spring and Transport Handling Systems, waiting on feedback from the plastics company from the submitted proposal, as well as, CeRam-Kote, John Crane and Desert Tanks all being featured in the Big Spring Herald for the incentives that the EDC has granted and the impact these expansions have on the community.

Mr. Wegman advised the board of past and upcoming meetings that include: TEDC October 4-7<sup>th</sup>, Mr. Wegman was appointed as a Board Member at the annual TEDC meeting, October 19-21, Ports to Plains Annual Conference, October 28, Rural Workforce Network Consortium, November 1<sup>st</sup>, State of the Community Series Part 4 and the next Regular Board Meeting will be November 15<sup>th</sup>.

**AGENDA ITEM #14- Public Comments**

None

**AGENDA ITEM # 15- Board Comments**

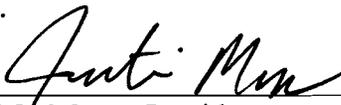
Mr. Bomar welcomed new members to the Board.

**AGENDA ITEM # 16- Adjourn**

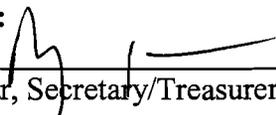
Mr. Myers asked for a motion to adjourn.

Motion by Mr. Bomar, seconded by Mr. MacKenzie. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

Meeting adjourned at 6:40 pm on October 18, 2011

  
Mr. Myers, President

**ATTEST:**

  
Mr. Bomar, Secretary/Treasurer