

CITY COUNCIL AGENDA

**City of Big Spring
Tuesday, March 27, 2012**

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, March 27, 2012, at 5:30 p.m. in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

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

Presentations & Public Hearings

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| 1. | Invocation & Pledge of Allegiance to the United States Flag and to the Texas State Flag | | Duncan |
| 2. | Public Hearing – Specific Use Permit for 1.9 Acres on Goliad Street Between 22 nd and 23 rd Streets | 5-7 | Darden |

Disposition of Minutes

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| 3. | Minutes of the Regular Meeting of March 13, 2012 | 8-11 | Davis |
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Consent Items

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|----|--|-------|---------|
| 4. | Final Reading of an Ordinance Amending Chapter Eighteen of the Code of Ordinances Entitled “Traffic,” by Repealing and Replacing in its Entirety Article 5 Entitled “Stopping, Standing and Parking,” in Order to Prohibit Parking Over Water Meters and around Correctional Facilities and on the McMahan/Wrinkle Airport Taxiway and Runway | 12-24 | Sjogren |
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Final Reading of an Ordinance Amending Chapter Eighteen of the Code of Ordinances Entitled “Traffic,” by Repealing and Replacing in its Entirety Article 5 Entitled “Stopping, Standing and Parking,” in Order to Prohibit Parking Over Water Meters and to Provide for Removal of Vehicles Obstructing Water Meters After 48 Hours Notice; To Prohibit Parking Around Correctional Facilities and on the McMahan/Wrinkle Airport Taxiway and Runway; and to Renumber and Reorganize Affected Sections of the Article; Providing for a Penalty of Up to \$200, Creating a Rebuttable Presumption that the Registered Owner of a Vehicle

Found Parked in Violation of the Ordinance is the Person Who Committed the Violation; Authorizing the City Manager to Have Signs Posted Giving Notice of the Provisions of this Ordinance; Providing for Severability; Repealing Ordinances in Conflict Herewith; Providing for Publication and Providing an Effective Date

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| 5. | Final Reading of an Ordinance of the City of Big Spring Amending Chapter Five Article 5 of the Big Spring Code of Ordinances Entitled “Peddlers, Solicitors and Itinerant Merchants” to Allow License Applicants to Provide Forms of Financial Responsibility Other than Surety Bonds and to Provide that Vendors Operating on City Owned Property Must Indemnify the City from Claims Arising Out of Such Operation | 25-27 | Sjogren |
|----|---|-------|---------|

Final Reading of an Ordinance Amending Chapter Five of the Code of Ordinances Entitled “Business and Occupations,” by Amending Article 5 Entitled “Peddlers, Solicitors and Itinerant Merchants,” by Amending Section 5-125 Entitled “Proof of Financial Responsibility and Indemnification Required” to Require Applicants for Licenses to Provide Evidence of Financial Responsibility in a Form and Amount Approved by the City Attorney and to Require that Licensees Operating on City Owned Property Must Indemnify the City, Its Agents and Employees from Any Claims Arising Out of Such Activities; Providing for Severability and Providing an Effective Date

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| 6. | Acceptance of McMahon-Wrinkle Airport Development Board Minutes for Regular Meeting of February 16, 2012 | 28-29 | Little |
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Routine Business

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| 7. | Vouchers for 03/15/12 \$ 380,841.54
Vouchers for 03/22/12 \$ 1,152,395.30 | | Olson |
|----|--|--|-------|

New Business

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|----|---|--|-------------------|
| 8. | Presentation and Acceptance of Big Spring Economic Development Corporation’s Annual Audit for Year Ended September 30, 2011 | | Dale
Newberry |
| 9. | Presentation and Approval of Comprehensive Annual Financial Report for Year Ended September 30, 2011 | | David
Copeland |

- | | | | |
|-----|--|-------|--------|
| 10. | Approval of 2012-13 Proposed Budget for Howard County Tax Assessor/Collector | 30-32 | Walker |
| 11. | First Reading of an Ordinance Declaring the Unopposed Candidates in the May 12, 2012 General Election for City Council Member, District 2 and for City Council Member, District 6 as Elected to Office; Canceling the General Election for City Council Position for City Council Member, District 2 and for City Council Member, District 6; Providing an Effective Date | 33-35 | Walker |
| 12. | First Reading of an Ordinance Authorizing and Directing the City Manager to Designate the Placement of a Stop Sign on Kenney Street Yielding to Circle Street Creating a Stop Controlled Intersection; Providing for Severability; Providing for a Penalty in Accordance with State Law; Providing for Publication and Providing an Effective Date | 36 | Darden |
| 13. | First Reading of an Ordinance Authorizing and Directing the City Manager to Designate the Placement of Stop Signs on West 2 nd Street Yielding to Brown Street Creating a Two Way Stop Intersection; Providing for Severability; Providing for a Penalty in Accordance with State Law; Providing for Publication and Providing an Effective Date | 37 | Darden |
| 14. | First Reading of an Ordinance Providing for the Issuance of a Specific Use Permit to Big Spring Storage Zone for Construction and Operation of a Storage Facility on 1.9 Acres Located on Goliad Between 22 nd and 23 rd Streets Described as Lots 1-12, Block 41, Amended College Heights Addition; Providing for Severability; and Providing for Publication | 38-39 | Darden |
| 15. | Notification of Revisions to Watering Schedule for Stage III to Accommodate Restrictions as Mandated by Colorado River Municipal Water District | 40 | Fuqua |
| 16. | Approval of an Agreement with Bolinger, Segars, Gilbert & Moss, L.L.P. for Audit Services and Authorizing the Mayor to Execute Any Necessary Documents | 41-51 | Walker |
| 17. | Consideration of Amending the Raw Water Agreement Between the City of Big Spring and Alon U.S.A. and Authorizing the Mayor to Execute Any Necessary Documents | | Walker |
| 18. | Approval of an Interlocal Agreement with Other Local Governmental Entities for Joint Bidding and Engineering Management of the 2012 Seal Coat Project and Authorizing the Mayor to Execute Any Necessary Documents | 52-54 | Darden |

- 19. Approval of a Professional Services Agreement with Parkhill, Smith & Cooper, Inc., for the 2012 Seal Coat Project and Authorizing the City Manager or His Designee to Execute Any Necessary Documents 55-59 Darden
- 20. Acceptance of Big Spring Economic Development Corporation Board of Directors Minutes for Regular Meeting of February 21, 2012 60-62 Fuqua

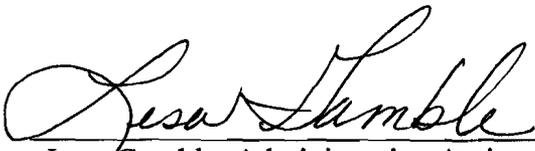
City Manager's Report

- 21. Public Hearing on April 24, 2012 for 4A/4B Project Fuqua

Council Input

- 22. Input Duncan
- 23. 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, March 23, 2012 at 3:30 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.

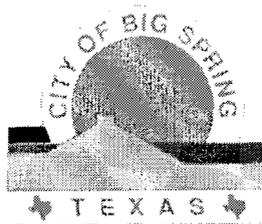

 Lesa Gamble, Administrative Assistant

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

March _____, 2012 at _____ a.m./p.m.

By: _____
 City Secretary's Office



CITY COUNCIL
March 27, 2012

CASE: Specific Use Permit for 1.9 acres on Goliad Street between 22nd & 23rd Street

STATUS: Approved for City Council consideration Thursday, March 22, 2012.

APPLICANT: Storage Zone

REPRESENTATIVE: Eddie Bell

LEGAL DESCRIPTION: Lots 1-12, Block 41, Amended College Heights Addition

LOCATION: 1.9 acres located on Goliad between 22nd & 23rd Street

CURRENT ZONING: Single Family-2 (SF-2)

PROPOSED ZONING: N/A

DETAILS OF REQUEST:

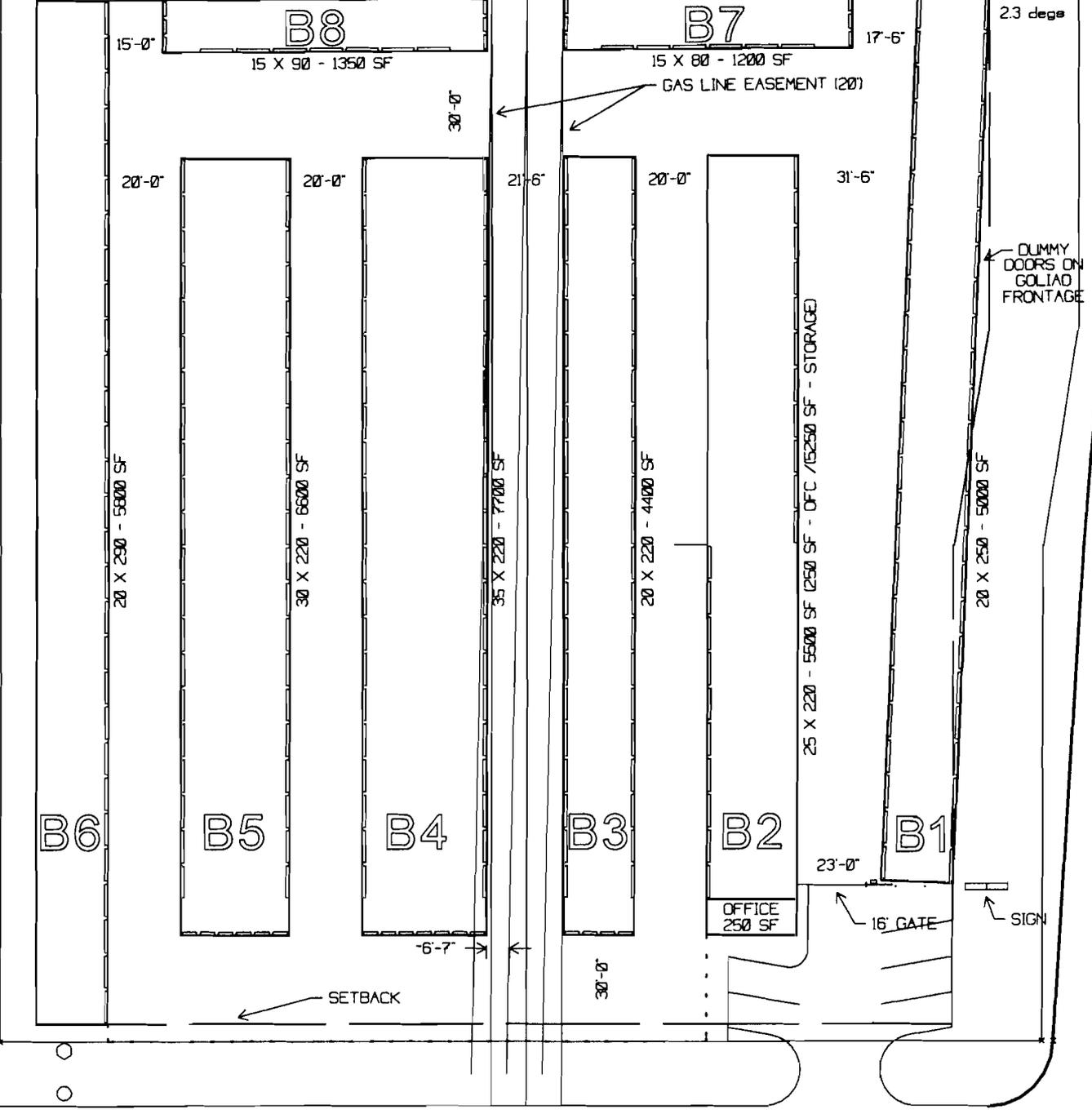
16 Notices sent out – 0 returned – 0 for – 0 against – 0 DMR

Todd Darden
Director of Public Works

NOLAN

22ND ST

PROPERTY LINE



DUMMY DOORS ON GOLIAD FRONTAGE

GOLIAD

23RD ST

SETBACK

OFFICE 250 SF

16' GATE

SIGN



SCALE: 1/4" = 100'



SITE PLAN

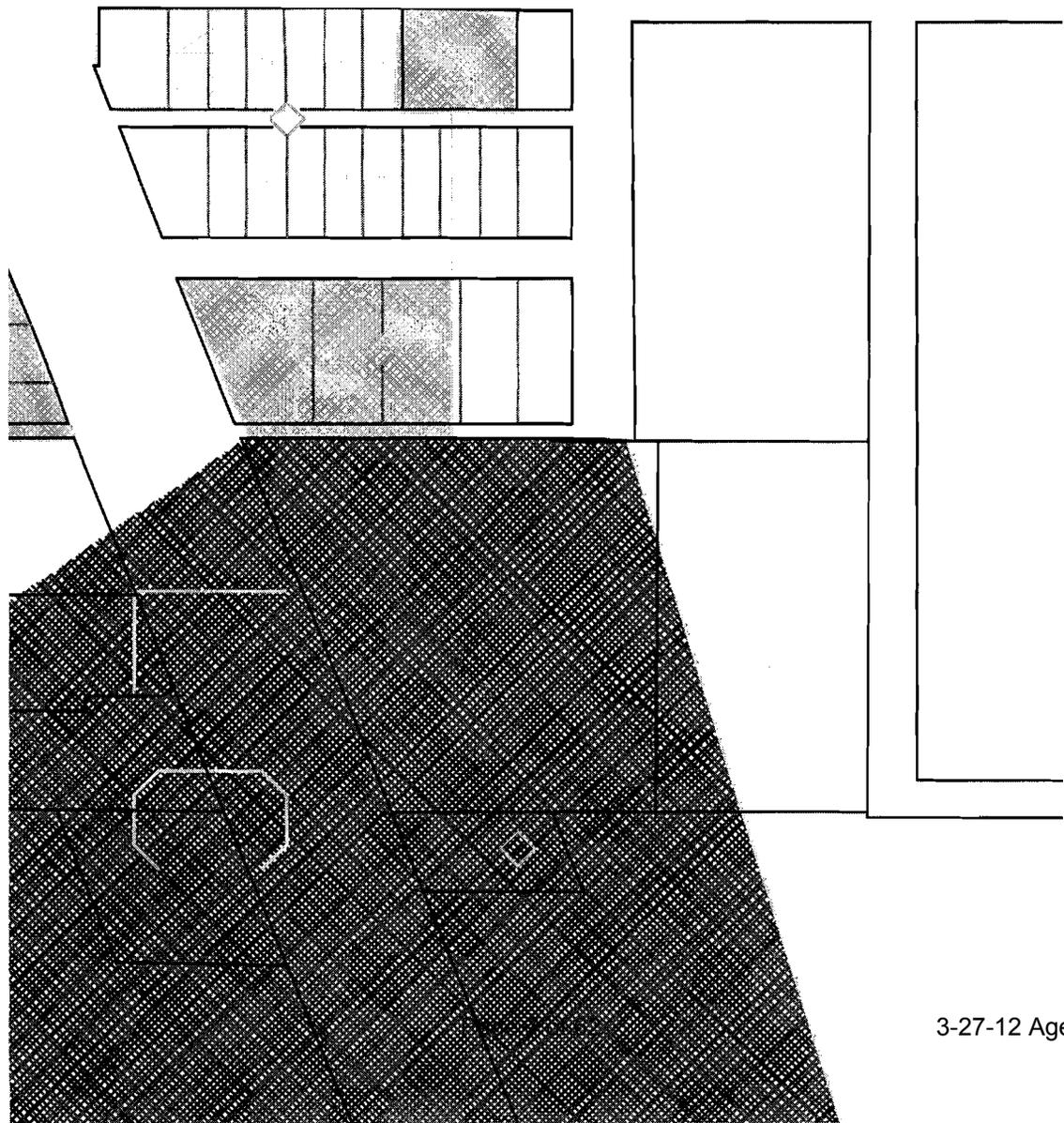
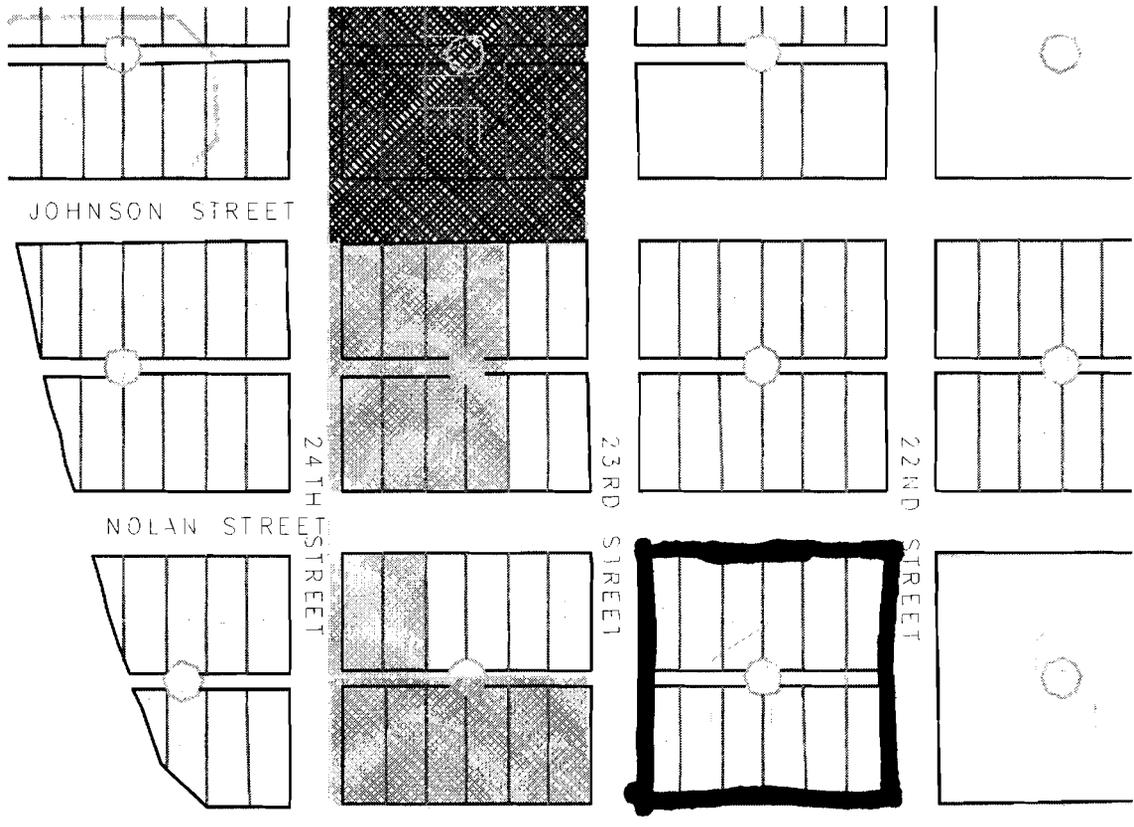
EDDIE BELL • RICK CRUMLEY
 STORAGE ZONE CONSTRUCTION, L.L.C.
 7106 82ND STREET
 LUBBOCK, TEXAS 79424
 (806) 853-9075

BIG SPRING
STORAGE ZONE, LLC
 GOLIAD & 23RD STREET
 BIG SPRING, TEXAS

DATE	BY	NO.	DESCRIPTION
09/01/11	RDC	REV-0	
01/20/12	RDC	REV-1	NEW SETBACKS

3-27-12 Agenda

SHEET 00 OF 00



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

The City Council of the City of Big Spring, Texas, met in a regular meeting in the City Council Chambers located at 307 E. 4th, Big Spring, Texas, at 5:30 p.m., March 13, 2012, 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
JIM LITTLE	Airport Director

PRESENTATIONS & PUBLIC HEARINGS

INVOCATION & PLEDGE OF ALLEGIANCE

Councilmember Carrigan gave the invocation and Mayor Duncan led the Pledge of Allegiance to the American and State Flags.

PRESENTATION OF “STAR EMPLOYEE AWARD”

Mayor Duncan and Gary Fuqua, City Manager, presented the “Star Employee Award” to Craig Ferguson, Lieutenant, Fire Department.

DISPOSITION OF MINUTES

MINUTES OF THE REGULAR MEETING OF FEBRUARY 28, 2012

Motion was made by Councilmember Ramirez, seconded by Councilmember Fernandez, with all members of the Council voting “aye” approving the minutes of the regular meeting of February 28, 2012.

CONSENT ITEMS

FINAL READING OF AN ORDINANCE AMENDING CHAPTER NINETEEN OF THE CITY CODE OF ORDINANCES ENTITLED "TRANSPORTATION," BY AMENDING ARTICLE 6 ENTITLED "WRECKERS," IN ORDER TO UPDATE PROCEDURES FOR PERMITTING OF WRECKER COMPANIES TO BE ON A ROTATION LIST FOR NON-CONSENT TOWS WITHIN THE CITY AND TO PROVIDE THAT THE CITY MAY CONTRACT WITH A WRECKER COMPANY TO PROVIDE WRECKER SERVICE FOR CITY OWNED VEHICLES AS WELL AS TO PROVIDE NON-CONSENT TOWS IN LIEU OF USING THE ROTATION LIST; PROVIDING SAFETY REGULATIONS APPLICABLE TO ALL WRECKER COMPANIES OPERATING ON CITY STREETS AND PROVIDING FOR MINIMUM INSURANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

ACCEPTANCE OF CONVENTION AND VISITORS BUREAU COMMITTEE MINUTES FOR REGULAR MEETINGS OF JANUARY 4, 2012 AND FEBRUARY 8, 2012

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

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 \$328,575.37 (03/01/12), and \$1,045,601.80 (03/08/12).

NEW BUSINESS

DISCUSSION OF THE USE OF PLASTIC BAGS

Mayor Duncan expressed some concerns over the use of plastic bags. After a brief discussion, Gary Fuqua, City Manager, and the Council decided that they wanted to do more research on the cost and effect on local businesses.

FIRST READING OF AN ORDINANCE AMENDING CHAPTER EIGHTEEN OF THE CODE OF ORDINANCES ENTITLED "TRAFFIC," BY REPEALING AND REPLACING IN ITS ENTIRETY ARTICLE 5 ENTITLED "STOPPING, STANDING AND PARKING," IN ORDER TO PROHIBIT PARKING OVER WATER METERS AND AROUND CORRECTIONAL FACILITIES AND ON THE MCMAHON/WRINKLE AIRPORT TAXIWAY AND RUNWAY

After a brief discussion on other changes that need to be made in this section of the ordinance, the Council agreed to approve this ordinance as written and bring other changes back to the council at another time. Motion was made by Councilmember Ramirez, seconded by Councilmember McDonald, with Councilmembers Ramirez, Carrigan, Duncan, McDonald, Olson and Hansen voting “aye” approving first reading of an ordinance amending Chapter Eighteen of the Code of Ordinances entitled “Traffic,” by repealing and replacing in its entirety Article 5 entitled “Stopping, Standing and Parking,” in order to prohibit parking over water meters and around correctional facilities and on the McMahon/Wrinkle Airport taxiway and runway. Councilmember Fernandez abstained.

FIRST READING OF AN ORDINANCE OF THE CITY OF BIG SPRING AMENDING CHAPTER FIVE ARTICLE 5 OF THE BIG SPRIGN CODE OF ORDINANCES ENTITLED “PEDDLERS, SOLICITORS AND ITINERANT MERCHANTS” TO ALLOW LICENSE APPLICANTS TO PROVIDE FORMS OF FINANCIAL RESPONSIBILITY OTHER THAN SURETY BONDS AND TO PROVIDE THAT VENDORS OPERATING ON CITY OWNED PROPERTY MUST INDEMNIFY THE CITY FROM CLAIMS ARISING OUT OF SUCH OPERATION

Motion was made by Councilmember Carrigan, seconded by Councilmember Olson, with all members of the Council voting “aye” approving first reading of an ordinance of the City of Big Spring amending Chapter Five Article 5 of the Big Spring Code of Ordinances entitled “Peddlers, Solicitors and Itinerant Merchants” to allow license applicants to provide forms of financial responsibility other than surety bonds and to provide that vendors operating on City owned property must indemnify the City from claims arising out of such operation.

ACCEPTANCE OF GRANT RECEIVED FROM U.S. DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS

Motion was made by Councilmember Carrigan, seconded by Councilmember Hansen, with all members of the Council voting “aye” accepting a grant received from U.S. Department of Transportation and authorizing the Mayor to execute all necessary documents.

CITY MANAGER’S REPORT

Gary Fuqua, City Manager, announced that CRMWD has reduced the City’s water usage and the staff is considering changing the watering schedule to once a week and will bring back to the Council a specific day and time at the next Council meeting.

COUNCIL INPUT

Mayor Duncan and several Councilmembers thanked the City staff for getting grants.

ADJOURN

Motion was made by Councilmember Carrigan, seconded by Councilmember McDonald, with all members of the Council voting “aye” to adjourn at 6:15 p.m.

CITY OF BIG SPRING, TEXAS

Tommy Duncan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER EIGHTEEN OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "TRAFFIC," BY REPEALING AND REPLACING IN ITS ENTIRETY ARTICLE 5 ENTITLED, "STOPPING, STANDING AND PARKING," IN ORDER TO PROHIBIT PARKING OVER WATER METERS AND TO PROVIDE FOR REMOVAL OF VEHICLES OBSTRUCTING WATER METERS AFTER 48 HOURS NOTICE; TO PROHIBIT PARKING AROUND CORRECTIONAL FACILITIES AND ON THE MCMAHON/WRINKLE AIRPORT TAXIWAY AND RUNWAY; AND TO RENUMBER AND REORGANIZE AFFECTED SECTIONS OF THE ARTICLE; PROVIDING FOR A PENALTY OF UP TO \$200.00, CREATING A REBUTTABLE PRESUMPTION THAT THE REGISTERED OWNER OF A VEHICLE FOUND PARKED IN VIOLATION OF THIS ORDINANCE IS THE PERSON WHO COMMITTED THE VIOLATION; AUTHORIZING THE CITY MANAGER TO HAVE SIGNS POSTED GIVING NOTICE OF THE PROVISIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; REPEALING ORDINANCES IN CONFLICT HERewith PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Big Spring City Council finds it necessary for the public safety to restrict stopping, standing and parking of vehicles near correctional facilities and on the taxiway and runway at the McMahon/Wrinkle Airport; and

WHEREAS, the Big Spring City Council finds it necessary to restrict parking, standing and stopping of vehicles over city water meters;

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

SECTION 1. THAT Chapter 18, Article 5, of the Big Spring Code of Ordinances entitled "Stopping, Standing and Parking," is hereby repealed and replaced in its entirety with such Article to read as follows:

Sec. 18-128. Definitions.

1. In this Article, the terms described below shall be used and defined as follows:
 - a. “Motor Vehicle” means a vehicle that is self propelled.
 - b. “Operator” means a person in actual physical control of the vehicle.
 - c. “Owner” means a person who has: (1) legal title to a motor vehicle (2) or the right to possess or control vehicle.
 - d. “Front Yard” means an open, unoccupied space on a lot facing a street extending across the lot between the side lot lines and from the front of the main building to the front lot or street line. In corner lots the front yard shall be that yard where the main entrance of the principal structure is located.
 - e. “Truck-tractor” means a motor vehicle designed or used primarily for pulling other vehicles and not constructed to carry a load other than a part of the weight of the vehicle being drawn.
 - f. “Semitrailer” means a vehicle without motive power that is designed, or used with a motor vehicle, so that some of its weight and the weight of its load rest on or is carried by the motor vehicle.
 - g. “Trailer” means a vehicle without motive power that is: (1) designed or used to carry property or passengers on its own structure exclusively; and (2) drawn by a motor vehicle.
 - h. “Vehicle” means a mechanical device, other than a device moved by human power or used exclusively upon stationary rails or tracks, in, on, or by which a person or property can be transported. The term includes a motor vehicle, commercial motor vehicle, truck-tractor, trailer, or semitrailer but does not include manufactured housing as defined by the Texas Manufactured Housing Standards Act (Article 5221(f) Rev. Civ. Stat., Vernon’s Texas Civil Statutes) or self propelled wheel chairs or mechanical devices while being used by handicapped individuals.
 - i. “Authorized Emergency Vehicle” means: a fire department or police vehicle, a public or private ambulance operated by a person who has been issued a license by the Texas Department of Health; a municipal department or public service corporation emergency vehicle that has been designated by the City Council; a private vehicle of a volunteer firefighter or certified emergency medical services employee or volunteer when responding to a fire alarm or medical emergency.
 - j. “Paved Surface” shall mean an area continuously surfaced by concrete, hot mix asphalt, brick or stone pavers or gravel.

- k. "Park" or "Parking" means to stand an occupied or unoccupied vehicle, other than temporarily while loading or unloading property or passengers.
- l. "Stand" or "Standing" means to halt an occupied or unoccupied vehicle, other than temporarily while receiving property or passengers.
- m. "Stop or "Stopping" means to halt an occupied or unoccupied vehicle.

Sec. 18-129. Unattended Vehicles.

It shall be unlawful for any person to park or to allow a motor vehicle to stand on any highway unattended without first setting the brakes thereon, setting the gear, if it has manual gears, turning the motor off; when standing upon a slope or grade, turning the wheels so such vehicle to the curb or side of the highway.

Sec. 18-130. Parking Prohibited in Specified Places.

No person shall stop, stand or park a vehicle, except in compliance with the directions of a police officer or traffic control device, in any of the following places:

- 1. On a sidewalk or walkway.
- 2. In front of a public or private driveway.
- 3. Within an intersection.
- 4. Within fifteen (15) feet of a fire hydrant.
- 5. On a crosswalk.
- 6. Within twenty (20) feet of a crosswalk or intersection.
- 7. Within twenty (20) feet of the driveway entrance to any fire station.
- 8. Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic.
- 9. On the roadway side of any vehicle stopped or parked at the edge of a curb or street. Upon any bridge, viaduct or elevated structure upon a highway.
- 10. Upon any bridge, viaduct or elevated structure upon a highway.
- 11. At any place where official signs or marking prohibit stopping, standing, parking.

12. In any alley, except for the purpose of and while actually engaged in loading or unloading.
13. In the area of the public parkway lying between the curb or grade line of any public street and the abutting sidewalk or private property line; provided however, parking shall be lawful in that portion of the public parkway used as part of a business parking lot approved and permitted by the director of public works after a determination that allowing parking in the portion of the parkway covered by said permit will not constitute a traffic hazard.
14. Within a one-hundred foot (100') radius of any state, federal or private correctional facility (i.e. place of incarceration for periods exceeding 6 months). This specifically includes but is not limited to the Geo Group of Prisons (Flightline, Airpark, Cedar Hill and Interstate Units) and the Federal Correctional Institute.
15. On any part of the taxiways or runways of the McMahon Wrinkle Airport except for authorized emergency vehicles.
16. In a manner blocking a City water meter more than twenty-four (24) hours after notice is affixed to the vehicle or actually received by the owner of the vehicle.

Sec. 18.131. Prohibited for Certain Purposes.

No person shall stand or park a vehicle upon any roadway for the principal purpose of:

1. Displaying it for sale.
2. Washing, greasing, filling with gas or oil or repairing such vehicle, except repairs necessitated by an emergency.

Sec. 18-132. Stopping on Roadway.

No person shall stop, stand or park any vehicle upon a street in such a manner or under such conditions as to leave available less than ten (10) feet of clearance on the roadway for free movement of vehicular traffic, except that a driver may stop temporarily during the actual loading or unloading of passengers or when necessary in obedience to traffic regulations or traffic signs or signals of a police officer.

Sec. 18-133. Stop Intersections.

The City Manager is hereby authorized to cause any street intersection to be designated and maintained as a stop intersection and to designate the streets upon which vehicles shall stop before entering such intersection, as directed by the City Council from time to time. Whenever any intersection has been so designated, the City Manager shall cause the same to be identified by the erection of signs indicating which vehicles approaching the intersection shall stop. When such signs are erected at the entrance to any intersection, every driver of a vehicle shall stop at

every such sign or at a clearly marked stop line and ascertain that the way is clear before entering the intersection, except when directed to proceed by a police officer or traffic control signal.

Sec. 18-134. Marking Spaces Where Parking Prohibited.

The City Manager is hereby authorized to cause parking spaces to be designated, maintained and marked off in and on such streets and parts thereof as may be authorized by the City Council from time to time and is also authorized to cause no-parking spaces to be designated, maintained and marked off in and on such streets and parts thereof as may be authorized by the City Council from time to time. The City Manager is further authorized to cause time limit parking areas to be designated, maintained and marked off in and on such part or parts of streets as may be authorized by the City Council from time to time. All spaces for parking vehicles shall be laid out either parallel with the street or at an angle, and shall be designated by painted lines showing clearly the manner in which a vehicle is to be parked.

The fact that a parking space, a no-parking area or a time parking area is designated by lines or markings painted on the surface of the street or by clearly visible signs indicating the area affected respectively shall be prima facie evidence that the City Manager was authorized by the City Council to designate the same at the place it is located and that it was determined by the City Council that the same should be designated according to the markings or signs, as the case may be, as they then exist.

In areas designated by the City Manager as time limit parking areas, parking may be limited to any period prescribed by the City Council, the same to be designated with clearly distinguishable markings or signs at both ends of such time limit area, indicating the time allowed for parking in such areas.

Any time limit on parking established under this section shall apply on such days and between such hours as are designated by the City Council.

Sec. 18-135. Parking in Prohibited Areas; Overtime Parking.

It shall be unlawful for any person to cause, allow, let, permit or suffer any vehicle registered in his name or owned or operated by him or in his possession under his control be or remain in any no-parking area designated according to the provisions of Section 18-134, or in a time limit parking area for a longer period of time than that designated by the markings on the street or by signs clearly visible.

Sec. 18-136. Parallel Parking.

No person shall stand or park a vehicle in a roadway other than parallel with the edge of the roadway, headed in the direction of traffic and with the curb-side wheels of the vehicle within eighteen (18) inches of the edge of the roadway, or curb where curb is provided, except upon those streets which have been marked or designated for angle parking to the curb, as indicated by such signs, and except as otherwise specifically provided in this article.

Sec. 18-137. Angle Parking.

Upon those streets where parking spaces are marked at an angle to the curb, vehicles shall be parked entirely within the spaces so marked and with the front thereof headed toward the curb. No truck, excluding pickup trucks of less than one ton, or any vehicle with a trailer attached will be permitted to park on those streets which are marked for angle parking, except as otherwise provided in this article for the purposes of loading or unloading.

Sec. 18-138. Vehicles Left Unattended on Public Property over Forty-Eight Hours.

It shall be unlawful for any person to leave unattended on any street, alley, or other public property in the city a vehicle for over a period of forty-eight (48) hours.

Sec. 18-139. Curb Loading Zones.

The City Manager, as authorized from time to time by the City Council, may designate the location of freight curb loading zones and the hours during which such zones are to be used for such purpose. When such designations are made, the City Manager shall place and maintain appropriate signs indicating such zones and the hours during which they are to be used for such purpose.

No person shall stop, stand or park a vehicle for any purpose or period of time other than for the expeditious unloading and delivery or pick-up and loading of materials in any place marked as a curb loading zone during hours when the provisions applicable to such zones are in effect. In no case shall the stop for loading and unloading of materials exceed thirty (30) minutes.

Sec. 18-140. Bus Stops, Taxicab Stands, Etc.

The City Manager is hereby authorized to establish bus stops and taxicab stands and stands for other passenger, common carrier motor vehicles on such public streets, in such places and in such number as may be determined from time to time by the City Council to be of the greatest benefit and convenience to the public. Every such bus stop, taxicab stand or other stand shall be designated by appropriate signs. The designation of taxicab stands shall be subject to the provisions in Chapter 19 of this Code.

No person shall stop, stand or park a vehicle other than a bus in a bus stop, or other than a taxicab in a taxicab stand, when any such stop or stand has been officially designated and appropriately signed, except that the driver of a passenger vehicle may temporarily stop therein for the purpose of and while actually engaged in loading or unloading passengers when such stopping does not interfere with any bus or taxicab waiting to enter or about to enter such zone.

Sec. 18-141. Parking of Vehicles Used for Delivery of Animals.

No vehicle or truck used for the delivery of animals or livestock shall be parked in any residence or business district of the City, nor in any other district unless the vehicle or trailer is clean and free of waste materials from animals.

Sec. 18-142. Backing along Parade Route.

Vehicle used for the transportation of merchandise or materials may back to the curb to load or unload, if the vehicle is constructed so that it cannot be unloaded from the side from a position parallel with the curb. In no event shall such parking be allowed where it leaves less than ten (10) feet in either lane of a street.

Sec. 18-143. Parking along Parade Route.

The police officer in charge of traffic, under the supervision of the Chief of Police, is hereby authorized, whenever in his judgment it is necessary to prohibit or restrict the parking of vehicles along a street or part thereof constituting a part of the route of a parade or procession, to erect temporary traffic signs to that effect. It shall be unlawful to park or leave unattended any vehicle in violation of such signs.

Sec. 18-144. Moving Vehicle or Another into Prohibited Area or Away from Curb.

No person shall move a vehicle not owned by such person into any area where parking, stopping or standing is prohibited or away from a curb such distance as is unlawful.

Sec. 18-145. Parking Prohibited In Residential Front Yards.

1. **Prohibition and Exceptions.**

No owner or operator of a vehicle may park a vehicle on any portion of the front yard of any lot zoned for residential purposes within the city unless such vehicle is parked upon a paved surface or designated unpaved parking area as defined in Part 3 of this section, except as follows:

- a. A person operating an authorized emergency vehicle; or
- b. A person properly displaying a valid Handicapped Parking Permit.

2. **Designated Parking Areas.**

Parking areas exist or may be designated in the front yard of a residential lot as follows:

- a. In areas of the city in which the streets have curbs and gutters the designated unpaved parking area in the front yard of each residential lot shall be the area perpendicular to the street between the curb cuts and extending to the garage or if there is not garage to the residence.
- b. If the curb cut is not twenty-two feet (22') wide, then the area shall be the area eleven feet either side of a line extending from the center of the curb cut and perpendicular to the street and extending to the garage or if there is no garage to the residence.

- c. If the area does not front either a garage or residence, the area shall be as described, but in no event may it extend further than seventy feet (70') into the lot from the center of the right of way.
- d. In areas of the City in which there are no curbs or gutters, the Owner of the property, as shown by the records of the Howard County Appraisal District may designate an area twenty-two feet (22') wide perpendicular to the street extending from the public right of way to the garage or if there is no garage the residence. If the area does not front either a garage or residence, that area may be designated as described but in no event may it extend further than seventy feet (70') into the lot from the center of the right of way. The designation shall be made in writing on forms supplied by the City and filed with the Permit and Inspections Department. A designation once made may not be amended until the first anniversary of the date of designation.
- e. Lots with curb and gutter but no curb cuts may be designated in the same manner as those areas without curb and gutter.

3. Presumption.

In instances in which the actual operator of the vehicle cannot be readily determined, the registered owner of any vehicle parked in violation of this ordinance shall be deemed to be prima facie responsible for the violation and subject to the penalty provided herein.

4. Enforcement.

In areas without curb and gutter, this ordinance shall only be enforced following ten (10) day notice to the owners or occupants of the residential lot. In the event the Code Enforcement Department becomes aware of a violation on a lot without a prior designation, they shall attach a notice to the offending vehicle and to the front door of the residence, if any, which shall state as follows:

WARNING

**VEHICLE LICENSE NO. _____ IS PARKED IN
AN
UNDESIGNATED PARKING AREA.**

Contact the City of Big Spring Code Enforcement Department, 501 Runnels Street, Big Spring, Texas 79720, within ten (10) calendar days to designate an unpaved parking area. Continued parking of vehicles in this area will subject you to prosecution for illegal parking.

_____ Dated: _____
Code Officer

Continued parking in an undesignated area following ten (10) calendar days notice shall subject the owner or operator of the vehicle to prosecution.

Sec. 18-146. Impoundment of Standing or Parked Vehicles.

1. Members of the police department are hereby authorized to remove a vehicle from a street or highway to the nearest garage or other place of safety, or to a garage or parking lot designated or maintained by the police department or otherwise maintained by the City, under the circumstances hereinafter enumerated:
 - a. When a vehicle upon a roadway is disabled so as to constitute an obstruction to traffic and the person in charge of the vehicle is for any reason incapacitated to such an extent as to be unable to provide for its custody or removal.
 - b. When any vehicle is left unattended upon a street and is parked illegally so as to constitute a definite hazard or obstruction to the normal movement of traffic.
 - c. When any vehicle is left unattended upon a street and is parked illegally so as to constitute a definite obstruction to employees of the City engaged in cleaning the street upon which the vehicle is illegally parked and constitutes an obstruction to the progress of construction or repair work on any of the city's water or sewer lines.
 - d. When any vehicle is left unattended upon a street and is parked illegally so as to constitute an obstruction to employees of the City engaged in reading water utility meters more than 48 hours after notice is affixed to the vehicle or actually received by the owner of the vehicle.
 - e. When a vehicle is found parked, stopped or standing in violation of this Article.
 - f. If a nonresident of the City has failed on more than one occasion to comply with notice attached to an illegally parked vehicle owned by him, and warrants have been issued for his arrest but not served because of his absence, the police are authorized to impound his vehicle as provided in this section, when such vehicle is next found left unattended upon a street illegally parked.
2. Whenever an officer removes a vehicle from a street as authorized in this section and the officer knows or is able to ascertain from the registration records in the vehicle the name and address of the owner thereof, such officer shall immediately give or cause to be given notice in writing to such owner of the fact of such removal and the reasons therefore and of the place to which such vehicle has been removed. In the event any such vehicle is stored in a public garage, a copy of such notice shall be given to the proprietor of such garage.
3. Whenever an officer removes a vehicle from a street under this section and does not know and is not able to ascertain the name of the owner, or for any other reason is unable to give the notice to the owner as hereinbefore provided, and in the event the vehicle is

not returned to the owner within a period of three (3) days, then and in that event the officer shall immediately send or cause to be sent a written report of such removal by mail to the state highway department. Such notice shall include a complete description of the vehicle, the date, time and place for which removed, the reason for such removal, and the name of the garage or place where the vehicle is stored.

4. In the event a vehicle is removed from a street under this section, the owner of same shall pay, in addition to the fine, if any, assessed against him, reasonable costs incurred in removing the vehicle from the street, and reasonable storage for the time and same is stored in a garage or parking lot.

Sec. 18-147. Parking of Trucks, Vehicles Transporting Hazardous Materials and Busses.

1. Definitions for the purposes of this section:

- a. Truck. Any motor vehicle designed, maintained or used primarily for the transportation of property which has three or more axles and/or a gross vehicle weight of more than ten-thousand (10,000) pounds.
- b. Vehicle transporting hazardous material. Any vehicle and appurtenances thereto used for the transportation of radioactive, hazardous, explosive or inflammable materials and substances and regulated by the U.S. Department of Transportation and/or the Texas Department of Public Safety as a vehicle used for the transportation of hazardous materials.
- c. Bus. Any vehicle constructed, outfitted or intended for carrying or transporting ten or more passengers.

2. Parking Regulations:

- a. No truck shall be parked on any street, alley, public thoroughfare; provided, however, that such vehicles may be parked at the point where pick-up or delivery of goods or property is made without undue delay. Further, no truck shall be parked in any area of the City zoned for residential habitations only.

- i. Parking of Truck's Tractor in Backyards.

A truck's tractor may be parked in the backyard of the Tractor Operator in a residential zoned area only if the following requirements are satisfied:

1. Adequate and safe ingress and egress are available and/or provided for from a city street to the backyard, as approved by the Public Works Director.
2. Application is approved by and renewed annually through the Building Official. The annual permit fee shall be Thirty Dollars (\$30.00).

3. The tractor shall be parked, stored or screened in such a manner that it is not visible from any street; furthermore, if a structure is required it must meet all applicable codes.
- ii. No vehicle transporting hazardous materials shall be parked or stored on the streets, alleys, public thoroughfares or at any other point within the corporate limits of the city except upon premises owned or leased by the owner of such transporting vehicles; provided, however, that such vehicle may be parked at the point where the commodity is to be delivered and such delivery shall be made without undue delay. In no event shall such transporting vehicle be parked for the purpose of unloading or delivery for a longer period of time than one (1) hour, unless the express permission of the chief of the fire department is first obtained.
 - iii. No bus shall be parked on any street, alley or other public way in any area of the city zoned for residential habitations only; provided, however, that such vehicles may park for the immediate purpose of loading or unloading passengers.

Sec. 18-148. Handicapped Parking.

The City Manager is hereby authorized to establish handicapped parking spaces within the public right of way when so directed by the City Council.

Sec. 18-149. Specific Parking, Standing, Stopping and Street Closing Provisions.

- a. The City Manager is hereby directed to establish two (2) handicapped parallel parking spaces on the west side of Scurry Street between 5th and 6th Streets, more specifically in front of the Heritage Museum.
- b. No parking shall be allowed on the east side of Goliad Street from the south end of the Goliad School as delineated by proper signage between the hours of 7:30 a.m. to 9:00 a.m. and from 3:15 p.m. to 5:15 p.m.
- c. Benton Street Overpass Weight Limits. The vehicular weight limit for traversing the Benton Street Overpass is hereby set at 4,500 lbs. It shall be illegal for any owner-operator of a vehicle weighing more than 4,500 lbs. to enter upon or traverse over the Benton Street Overpass.
- d. Right Turn Only. West 18th Street at its intersection with South Lancaster is hereby designated as a “Right Turn Only” intersection. Further there shall be no parking allowed on the west side of South Lancaster, north from 18th Street to the first entrance drive to Canterbury South complex.

- e. Street Closing. Pursuant to the recommendation of the Airpark Advisory Board and the Traffic Commission; First Street on the Big Spring McMahan/Wrinkle Airport is permanently closed from Bell Street to Warehouse Drive.
- f. Birdwell Road over Beal's Creek Weight Limit. The vehicular weight limit for traversing the Birdwell road over Beal's Creek is hereby set at 21,000 lbs. It shall be illegal for any owner-operator of a vehicle weighing more than 21,000 lbs. to enter upon or traverse over the Birdwell road over Beal's Creek.
- g. The following two (2) way stop intersections are established:
 - i. Colgate stopping for traffic on Dartmouth.
 - ii. Colgate stopping for traffic on Kentucky Way.
- h. The intersection of Father Delaney and North Aylesford is hereby established as a four (4) way stop intersection.
- i. No Parking in Front of High School between hours of 7:30 a.m. and 4:00 p.m.
 - i. No Parking shall be allowed from 7:30 a.m. to 4:00 p.m. on the north side of 11th Place from Goliad Street to State Street.
 - ii. No Parking shall be allowed from 7:30 a.m. to 4:00 p.m. on the south side of 11th Place from Austin Street to Owens Street.
- j. No Parking on East side of N. Scurry from NW 9th St. to NW 10th St.
 No Parking shall be allowed from 3:00 p.m. to 4:00 p.m. on the east side of N. Scurry from NW 9th St. to NW 10th St. to provide for a bus loading zone.
- k. McMahan/Wrinkle Airport. Parking shall be prohibited on the taxiways and runways located at the McMahan/Wrinkle Airport.

Sec. 18-150. Notice May be Attached to Illegally Parked Vehicle.

Whenever any motor vehicle without driver or operator is found parked or stopped in violation of any of the restrictions imposed by this Article or other ordinance of the City, the officer finding such vehicle may take its registration number, and any other information displayed on the vehicle which may identify its user, and conspicuously affix to such vehicle a notice in writing, on a form provided by the City, for the driver or operator to answer to the charge against him, within ten (10) days after the issuance of the notice, at the corporation court of the City. All such notices shall be serially numbered.

Sec. 18-151. Penalty.

No owner or operator of any vehicle shall cause or permit a vehicle to stop, stand or be parked in violation of any of the provisions of this Article. Any person violating the provisions of this Article shall be guilty of a misdemeanor and upon conviction may be fined up to Two-Hundred Dollars (\$200.00). There shall be a rebuttable presumption that the registered owner of a vehicle is the person who stopped, stood or parked the vehicle at the time of the offense. Each day the violation occurs or continues shall constitute a separate offense.

SECTION 2. THAT the City Manager is authorized and directed to have no parking signs posted at any appropriate locations to provide notice of the provisions of this ordinance, but that the presence of such signs shall not be a prerequisite to prosecution for a violation of this ordinance.

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

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

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

SECTION 6. THAT this ordinance shall take effect immediately after its publication in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **13th** day of **March, 2012**, with all members present voting “aye” for passage of the same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **27th** day of **March, 2012**, with all members present voting “aye” for passage of the same.

Tommy Duncan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER FIVE OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "BUSINESS AND OCCUPATIONS," BY AMENDING ARTICLE 5 ENTITLED, "PEDDLERS, SOLICITORS, AND ITINERANT MERCHANTS," BY AMENDING SECTION 5-125 TO BE ENTITLED "PROOF OF FINANCIAL RESPONSIBILITY AND INDEMNIFICATION REQUIRED" TO REQUIRE APPLICANTS FOR LICENSES TO PROVIDE EVIDENCE OF FINANCIAL RESPONSIBILITY IN A FORM AND AMOUNT APPROVED BY THE CITY ATTORNEY AND TO REQUIRE THAT LICENSEES OPERATING ON CITY OWNED PROPERTY MUST INDEMNIFY THE CITY, ITS AGENTS AND EMPLOYEES FROM ANY CLAIMS ARISING OUT OF SUCH ACTIVITIES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Big Spring finds it necessary to permit organizations to purchase one bond in the amount of at least five-thousand dollars (\$5,000.00), as approved by the City Attorney, to cover all vendors participating in an event; and

WHEREAS, in addition to the bond requirement, a sworn statement indemnifying the City, its agents and employees from any and all claims associated with any event being held on property owned by the City be required; and

WHEREAS, it is only necessary to charge one investigation fee per license;

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

SECTION 1. THAT Chapter 5, Article 5 of the Big Sprig Code of Ordinances entitled "Business and Occupations," is hereby amended by amending Sections 5-125 and 5-126 with such amended sections to read as follows:

Sec. 5-125. Proof of Financial Responsibility and Indemnification Required.

(A) **Financial Responsibility:** The application for the license required in Section 5-123 of this Article shall be accompanied by a bond or other evidence of financial responsibility in a form and amount approved by the City Attorney, but in no event less than the sum of five thousand dollars (\$5,000.00) in order to ensure the final delivery of goods, wares, merchandise or services in accordance with the terms of any order obtained prior to

delivery, and to ensure that such goods, wares or merchandise shall be free from defects in material and workmanship as of the time of the delivery or that may be discovered by such purchaser or customer within thirty (30) days after delivery. In the event that the applicant is an agent or employee of a person, firm or corporation engaging in any activity described in section 5-123 of this Article, through one or more agents or employees, said person firm or corporation in lieu of the applicant, shall provide the financial responsibility instrument as principal and shall be required to enter into only one such instrument which shall be made to cover the activities of all its agents or employees.

(B) Indemnification for Sales on City Owned Property: If an event in which goods, wares, merchandise or services are to be provided on city owned property or facilities, the applicant must also make a sworn statement backed by the financial responsibility instrument required in this section that the applicant will release, indemnify and defend the City, its agents and employees from any and all claims or causes of action of any nature whatsoever that may be caused by or arise out of the activities of the applicant in connection with the license.

Sec. 5-126. Processing Fee.

(A) Each application shall be accompanied with payment of a processing fee of fifty dollars (\$50.00). There shall also be charged a fee of seventy-five dollars (\$75.00) investigation of a sales location by the Police Department. An additional ten dollar (\$10.00) charge shall be charged for each agent in excess of two. These fees shall be applied to the expenses incurred in processing the application and in enforcing the ordinance of this chapter. No more than one investigation charge shall be made for any one location per term of a license.

(B) Persons offering for sale agricultural products grown or produced by them in this county shall not be required to pay the fees required by this Article, but the permit card required hereby shall be issued to such persons by the Chief of Police upon satisfactory proof that they have produced or grown the products to be peddled and the products have been approved by the Health Department.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **13th** day of **March, 2012**, with all members present voting “aye” for passage of the same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **27th** day of **March, 2012**, with all members present voting “aye” for passage of the same.

Tommy Duncan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

City of Big Spring
Big Spring McMahon-Wrinkle Airport and Industrial Park
Development Board Meeting Minutes
February 16, 2012

The Big Spring Airport and Industrial Park Development Board met in Regular Session at 5:30 p.m., Thursday, February 16, 2012 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	Jim DeVille
Jan Hansen	Wayne Dawson

Absent: Willie Rangel

Also in attendance: Jim Little, Airport Director
Kelly Grant, Director's Assistant

Item # 1

Call to Order

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

Item # 2

Review and approve minutes from January 19, 2012 meeting

Motion to approve made by Wayne Dawson, seconded by Jan Hansen, with all members voting "aye" for acceptance of the minutes as written.

Item # 3

Big Spring Economic Development Corporation Update

Terry Wegman was unavailable due to personal travel. However, he did provide an update for Jim to pass along to the board. Boyce Galvanizing has been approved by the Council and EDC and is awaiting SBA underwriting to open their facility. The hot dip galvanizing facility will provide approximately 40 new jobs. Desert Tanks is continuing to grow and is currently up from 17 employees to 73. An agreement has been completed with Big Dog Rig Movers to take over the Amerimex Rig Movers facility and will create approximately 50 more jobs and should continue to grow. THS has completed repairs on the spur entering the industrial park at the airport and will be servicing airpark businesses via a short line railroad as soon as final agreements with UP are worked out.

Item # 4

THS Update

Jim gave a brief overview of the building that THS will be using for an office space, stating that the building is located near the rail spur and is currently rented by other airpark tenants. The occupied portions will be separated by a wall and the existing, vacant office area will be brought up to an acceptable standard for THS operations.

Item # 5

TAMC Update

Jim stated that the situation with TAMC is currently at a standstill and there has been no progress or new developments.

Item # 6

Airport Terminal Ramp Upgrade Project, Status

Jim stated that the project is currently awaiting approval by TxDOT in Austin and PSC is working on the design. Preliminary approval and authorization to proceed with design and engineering has already been given.

Item # 7

Airport Fuel Tank Farm Project, Status

Jim stated that PSC is now working on the design for the fuel farm area.

Item # 8

Airport Directors Update

Jim updated the board on the expanding operations of the U.S. Flight Academy, adding that he will have a more detailed update on that item at the next meeting. Jim stated that the airport is quickly running out of hangar space, having all of the T-Hangars full, as well as the corporate hangar. There is a small amount of space remaining in the North hangar however we have a growing waiting list for hangar space. There has been discussion of building a new Corporate Hangar through private funding, and a matching grant program for building additional T-Hangars. The Texas Forest Service is still staging out of the airport with one Columbia helicopter and we have a Croman helicopter stationed here awaiting contract through the Forest Service as well. The WAAS Approach for runway 06/24 is in the final stages. The US National Hang Gliding competitions have been set for July 21-28 and we will begin planning and publicizing that event. The annual Prairie Dog Fly-In is quickly approaching and we will be pinning down other area fly-in dates in order to reduce scheduling conflict for ours. We would like to have the event in June again, but will select a final date at the next board meeting. The Fly-In Committee will include the same people that served last year; Marc Marchesseault, Paschal Odom, Ned Crandall, Jan Hansen, Kelly Grant and Jane Armstrong. Jim will be working with Genevieve from the Hangar 25 Air Museum in order to schedule an EAA Young Eagles event for this year. Jim showed the board the Final Report on the Lagoon Cap and Inspection and also mentioned the issues with the oil catch basin located at the T-Hangars and concerns over inappropriate use. Jim updated the board on his upcoming travel to the TxDOT Aviation Conference in Galveston on March 28-30th, which Marc will also be attending. For Show & Tell, Jim provided photos of the two large corporate jets owned by HEB that visited Big Spring last week and two other unique aircraft that had flown in recently. The board also viewed the obituary for Bill Currie, a local pilot and aircraft tenant, as well as an obituary for the father of Joe Hayes, former Hangar 25 Air Museum Director.

Item # 9

Leased Building Issues

Jim informed the board that the airpark is running out of available space for rent. We currently have several pages of people on our waiting list for buildings and hangar space. Howard College is ready to start a new CDL Truck Driving course and is looking to lease land for that purpose. We have had several new inquiries from people needing space for various activities.

Item # 10

Airport Safety Committee Report

Wayne Dawson mentioned that Rodney Patridge would be giving the Pilot Safety Meeting presentation. He discussed the possibility of having the Texas Forest Service fire fighter helicopter representatives give the presentation for the May safety meeting if they are available. The Pilot mailing list was discussed as well as the mailing list for the quarterly newsletter, followed by a brief discussion on those items.

Item # 11

Other Events & Activities

There are no other events or activities at this time.

Item # 12

Board Member Updates

Jan Hansen mentioned Marc receiving the "Man of the Year" Award, and the board congratulated him.

Item # 13

Next Meeting Date

March 15, 2012

Adjournment: 6:30 p.m.


Approved by Marc Marchesseault, Chairman


Date Approved

CITY OF BIG SPRING

MEMORANDUM

March 20, 2012

TO: Honorable Mayor and City Council Members

FROM: Peggy Walker, Director of Finance 

SUBJECT: 2012-13 Proposed Budget for Howard County Tax Assessor/Collector

The contract that the City of Big Spring has with the Howard County Tax Office requires that the tax assessor/collector prepare a proposed budget for operation of the tax office for the coming fiscal year (September 1 through August 31) and submit the proposed budget to each taxing unit before March 15 of each year. The County Commissions will hold a public hearing for consideration of this budget and provide written notice of the public hearing to the governing body of each taxing unit. The County will approve the budget no later than June 15 each year. If the governing body of a taxing unit objects to the budget, it must adopt a resolution disapproving said budget and file with the County prior to final approval on or before June 15.

Attached is a copy of the 2012-13 proposed budget for your consideration, as presented by Kathy Sayles, Howard County Tax Assessor/Collector. Also attached is a copy of the approved 2011-12 budget for your review and comparison.

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

**THE COUNTY OF HOWARD
OFFICE TAX ASSESSOR COLLECTOR
KATHY A SAYLES RTA**

**COLLECTION FEE BUDGET
2012**

Salaries:	
Kathy A Sayles	\$14,201.64
Cathey Hogg	35,412.93
Vanessa Olivas	<u>41,821.58</u>
Total Salaries	\$91,436.15

Expenses:	
Postage	\$12,000.00
Tax Roll Forms	8,953.39
Tax Roll on CD-R Format	1,485.00
Telephone	700.00
TACA-TDLR	135.00
Audit	2,500.00
Computer	<u>24,740.00</u>
Total Expenses	\$50,513.39

TOTAL BUDGET **\$141,949.54**

Breakdown per Taxing Entity

Jurisdictions	<u>Levy</u>	<u>Parcels</u>	<u>Levy Pt</u>	<u>Parcel Pt</u>	<u>Total</u>
Howard County	11,072,495.29	48,823	\$15,180.12	\$18,293.65	\$33,473.77
Howard College	6,021,915.35	48,822	\$8,255.90	\$18,293.27	\$26,549.17
Big Spring City	5,198,600.83	13,242	\$7,127.16	\$4,961.69	\$12,088.84
Coahoma City	97,527.84	1,026	\$133.71	\$384.44	\$518.14
Forsan City	20,347.65	420	\$27.90	\$157.37	\$185.27
Big Spring ISD	17,197,673.17	22,094	\$23,577.59	\$8,278.47	\$31,856.07
Coahoma ISD	5,129,573.88	10,155	\$7,032.52	\$3,805.01	\$10,837.53
Forsan ISD	6,841,603.63	12,892	\$9,379.67	\$4,830.55	\$14,210.22
Permain UWD	189,788.36	31,947	\$260.20	\$11,970.33	\$12,230.52
	<u>51,769,526.00</u>	<u>189,421</u>	<u>\$70,974.77</u>	<u>\$70,974.77</u>	<u>\$141,949.54</u>

**THE COUNTY OF HOWARD
OFFICE TAX ASSESSOR COLLECTOR
KATHY A SAYLES RTA**

**COLLECTION FEE BUDGET
2011**

Salaries:	
Kathy A Sayles	\$13,826.66
Cathy Hogg	30,812.48
Vanessa Olivas	<u>39,891.02</u>
Total Salaries	\$84,530.16

Expenses:	
Postage	\$12,000.00
Tax Roll Forms	7,730.38
Tax Roll on CD-R Format	1,460.58
Telephone	700.00
TACA-TDLR	135.00
Audit	2,500.00
Computer	<u>24,740.00</u>
Total Expenses	\$49,265.94

TOTAL BUDGET **\$133,796.10**

Breakdown per Taxing Entity

Jurisdictions	Levy	Parcels	Levy Pt	Parcel Pt	Total
Howard County	11,177,021.53	47,855	\$15,207.71	\$17,210.84	\$32,418.55
Howard College	6,082,313.09	47,854	\$8,275.73	\$17,210.48	\$25,486.22
Big Spring City	5,461,888.57	13,299	\$7,431.57	\$4,782.93	\$12,214.50
Coahoma City	97,308.88	1,020	\$132.40	\$366.84	\$499.24
Forsan City	19,006.78	415	\$25.86	\$149.25	\$175.11
Big Spring ISD	14,809,034.71	21,862	\$20,149.51	\$7,862.57	\$28,012.08
Coahoma ISD	4,895,376.23	10,101	\$6,660.78	\$3,632.78	\$10,293.54
Forsan ISD	6,438,594.19	12,640	\$8,760.50	\$4,545.92	\$13,306.42
Permain UWD	186,685.88	30,965	\$254.01	\$11,136.43	\$11,390.44
	<u>49,167,229.86</u>	<u>186,011</u>	<u>\$66,898.05</u>	<u>\$66,898.05</u>	<u>\$133,796.10</u>

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, DECLARING THE UNOPPOSED CANDIDATES IN THE MAY 12, 2012 GENERAL ELECTION FOR CITY COUNCIL MEMBER, DISTRICT 2 AND FOR CITY COUNCIL MEMBER, DISTRICT 6 AS ELECTED TO OFFICE; CANCELING THE GENERAL ELECTION FOR CITY COUNCIL POSITION FOR CITY COUNCIL MEMBER, DISTRICT 2 AND FOR CITY COUNCIL MEMBER, DISTRICT 6; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the general election was called for May 12, 2012, for the purpose of electing City Council Members for Districts 2, 4 and 6; and

WHEREAS, the City Secretary has provided certification (Exhibit A) to the City Council that City Council Positions for Districts 2 and 6 are unopposed for election to office;

WHEREAS, no candidate's name has been placed on the list of write-in candidates for these offices under applicable law; and

WHEREAS, pursuant to the provisions of Section 2.053 of the Texas Election Code, the governing body of the City of Big Spring, Texas, may by ordinance declare an unopposed candidate elected to office;

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

SECTION 1. That the following candidates, who are unopposed in the May 12, 2012 general election, are declared elected to office, and shall be issued certificates of election in the same manner as provided for a candidate elected at an election.

City Council District 2	Carmen Moreno Harbour
City Council District 6	Marvin Boyd

SECTION 2. That the May 12, 2012 general election is canceled for City Council Districts 2 and 6 and a copy of this ordinance shall be posted on election day at the polling place that would have been used in the election.

SECTION 3. That this ordinance shall take effect upon its final passage, and it is so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council of the City of Big Spring on the 27th day of March, 2012, with all members present voting "aye" for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council of the City of Big Spring on the 10th day of April, 2012, with all members present voting “aye” for passage of same.

Tommy Duncan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

CERTIFICATION OF UNOPPOSED CANDIDATES

To: Tommy Duncan, Mayor and City Council Members

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates for election to office for the general election scheduled to be held on May 12, 2012, are unopposed.

List offices and names of candidates:

Offices

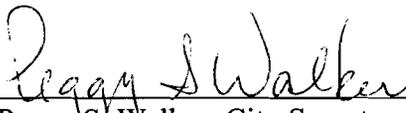
Candidates

City Council Member, District 2

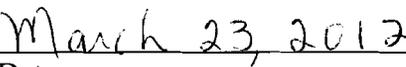
Carmen Moreno Harbour

City Council Member, District 6

Marvin Boyd



Peggy S. Walker, City Secretary



Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO DESIGNATE THE PLACEMENT OF A STOP SIGN ON KENNEY STREET YIELDING TO CIRCLE STREET CREATING A STOP CONTROLLED INTERSECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the intersection at Circle and Kenney Street is currently a yield controlled intersection and due to traffic history the Big Spring Police Department and Public Works Department have recommended changing it to a controlled stop intersection; and

WHEREAS, the City Council finds it to be in the public interest to make the intersection a controlled stop intersection and finds that the public safety and general welfare will best be served by such regulation;

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

- SECTION 1.** The City Council hereby approves creation of a stop controlled intersection with Kenney Street yielding to Circle Street.
- SECTION 2.** Proper signage shall be placed and maintained by officials of the City at the above intersection.
- SECTION 3.** Should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.
- SECTION 4.** The penalty for violation of this ordinance shall be as mandated by State Law.
- SECTION 6.** The City Secretary is hereby ordered and directed to cause the descriptive caption and penalties for violation of this ordinance to be published as provided by law
- SECTION 5.** This ordinance shall take effect immediately from and after its passage upon two readings in accordance with the provisions of the Charter of the City of Big Spring, and upon publication as required by law.

PASSED AND APPROVED on first reading of a regular meeting of the City Council on the 27th day of March, 2012, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 10th day of April, 2012, with all members present voting "aye" for the passage of same.

Tommy Duncan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO DESIGNATE THE PLACEMENT OF STOP SIGNS ON WEST 2nd STREET YIELDING TO BROWN STREET CREATING A TWO WAY STOP INTERSECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the intersection at Brown and W. 2nd Street is currently an uncontrolled intersection and due to traffic history the Big Spring Police Department and Public Works Department have recommended changing it to a two-way controlled stop intersection; and

WHEREAS, the City Council finds it to be in the public interest to make the intersection a two-way controlled stop intersection and finds that the public safety and general welfare will best be served by such regulation;

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

SECTION 1. The City Council hereby approves creation of a two-way stop controlled intersection with 2nd Street yielding to Brown Street.

SECTION 2. Proper signage shall be placed and maintained by officials of the City at the above intersection.

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

SECTION 4. The penalty for violation of this ordinance shall be as mandated by State Law.

SECTION 6. The City Secretary is hereby ordered and directed to cause the descriptive caption and penalties for violation of this ordinance to be published as provided by law.

SECTION 5. This ordinance shall take effect immediately from and after its passage upon two readings in accordance with the provisions of the Charter of the City of Big Spring, and upon publication as required by law.

PASSED AND APPROVED on first reading of a regular meeting of the City Council on the 27th day of March, 2012, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 10th day of April, 2012, with all members present voting "aye" for the passage of same.

Tommy Duncan , Mayor

ATTEST:

Tami Davis, Asst. City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, PROVIDING FOR THE ISSUANCE OF A SPECIFIC USE PERMIT TO BIG SPRING STORAGE ZONE FOR CONSTRUCTION AND OPERATION OF A STORAGE FACILITY ON 1.9 ACRES LOCATED ON GOLIAD BETWEEN 22ND AND 23RD STREET DESCRIBED AS LOTS 1-12, BLOCK 41, AMENDED COLLEGE HEIGHTS ADDITION, BIG SPRING, HOWARD COUNTY; TEXAS, PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City has received a request for a Specific Use Permit for a Storage Facility on 1.9 acres located on Goliad between 22nd & 23rd Street; and

WHEREAS, the Planning & Zoning Commission held a public hearing on Thursday, March 22, 2012 as required by law and voted unanimously to recommend that the City Council allow the Specific Use Permit for the Storage Facility on Goliad between 22nd and 23rd Street with certain conditions; and

WHEREAS, proper notice of the Public Hearing was published and mailed to all parties as required by law to be notified; and

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

SECTION 1. A Specific Use Permit for the use of a Storage Facility located Goliad between 22nd and 23rd Street, more specifically described as Lots 1-12, Block 41, Amended College Heights Addition, Big Spring, Howard County Texas is hereby approved with the following conditions: submission and acceptance of a landscape plan with preference given to xeriscape plans, submission of plan with cut off lighting to inhibit intrusive lighting to surrounding residential areas, and site plan that accommodates the prescribed requirement for unobstructed visibility for all intersections within the setback requirements.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 27th day of March, 2012 with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 10th day of April, 2012 with all members present voting "aye" for the passage of same.

ATTEST:

Tommy Duncan, Mayor

Tami Davis, Asst. City Secretary



PUBLIC WORKS MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY FUQUA, CITY MANAGER

SUBJECT: NOTICE OF AMENDMENT TO OUTDOOR WATERING SCHEDULE
FOR STAGE III OF THE DROUGHT CONTINGENCY PLAN

DATE: MARCH 23, 2012

As you are aware, CRMWD has mandated an additional decrease in water consumption to its members cities. Therefore, it is necessary to further restrict outdoor watering by the citizens of Big Spring receiving potable city water as we discussed at the regular meeting of the City Council, March 13, 2012. Outdoor watering for all customers will be restricted to no more than two hours once a week.

The City of Big Spring has adopted the following schedule:

Designation of Watering Days:

- Residential customers whose address ends in an odd number will be allowed to water in accordance with the Drought Contingency Plan for a two (2) hour period on Tuesdays from 6:00 p.m. to 10 p.m.
- Residential customers whose address ends in an even number will be allowed to water in accordance with the Drought Contingency Plan for a two (2) hour period on Thursdays from 6:00 p.m. to 10 p.m.
- Commercial establishments will be allowed to water in accordance with the Drought Contingency Plan for a two (2) hour period on Wednesdays from 6:00 a.m. to 10 a.m.

Please contact me if you have any questions or concerns.

BOLINGER, SEGARS, GILBERT & MOSS, L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS

PHONE: (806) 747-3806

FAX: (806) 747-3815

8215 NASHVILLE AVENUE

LUBBOCK, TEXAS 79423-1954

March 16, 2012

City of Big Spring
310 Nolan Street
Big Spring, TX 79720-2657

We are pleased to confirm our understanding of the services we are to provide City of Big Spring for the year ended September 30, 2012. We will audit the financial statements of City of Big Spring as of and for the year ended September 30, 2012. Also, if the document we submit to you includes additional supplementary information, it will be subjected to the auditing procedures applied in our audit of the financial statements unless identified in the title as unaudited.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and will include tests of the accounting records of City of Big Spring and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of the board of directors, management, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or

experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of City of Big Spring and the respective changes in financial position and cash flows, where applicable, in conformity with accounting principles generally accepted in the United States of America. You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud, or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not

have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Big Spring's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Audit Administration, Fees, and Other

The audit documentation for this engagement is the property of Bolinger, Segars, Gilbert & Moss, L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bolinger, Segars, Gilbert & Moss, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. 3-27-12 Agenda

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Robert Beam is the engagement partner and is responsible for supervising the engagement and signing the report, and whom any complaints or disputes should be directed.

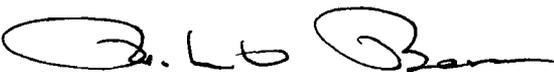
We estimate that our fee for these services will be \$35,000 including travel and other out-of-pocket costs such as report reproduction, word processing, postage, travel, copies, telephone, etc. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this letter.

We appreciate the opportunity to be of service to City of Big Spring and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

BOLINGER, SEGARS, GILBERT & MOSS, L.L.P.

By: 

RESPONSE:

This letter correctly sets forth the understanding of City of Big Spring.

By: _____

Title: _____

Date: _____

BUMGARDNER, MORRISON & COMPANY, L.L.P.

BMC
CERTIFIED PUBLIC ACCOUNTANTS

JOSEPH B. BUMGARDNER, CPA
(1911-2002)
JACK R. MORRISON, SR., CPA
(1922-1997)

MEMBERS:
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS
AICPA PRIVATE COMPANIES PRACTICE SECTION
AICPA TAX DIVISION

September 28, 2011

CHRISTOPHER E. KREJCI, CPA
JEROME G. KOTZUR, CPA
G. DENNIS SHAY, CPA, CFP®
PAULA G. LESKE, CPA
MICHAEL E. WENSKE, CPA

JACK C. FITZGERALD, CPA
JACK R. MORRISON, JR., CPA

System Review Report

To the Partners of Bolinger, Segars, Gilbert & Moss, LLP
and the Peer Review Committee of the
Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Bolinger, Segars, Gilbert & Moss, LLP (the firm) in effect for the year ended May 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*; audits of employee benefit plans, and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Bolinger, Segars, Gilbert & Moss, LLP in effect for the year ended May 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. Bolinger, Segars, Gilbert & Moss, LLP has received a peer review rating of *pass*.

Bumgardner, Morrison & Company, LLP

BOLINGER, SEGARS, GILBERT & MOSS, L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS

PHONE: (806) 747-3806

FAX: (806) 747-3815

8215 NASHVILLE AVENUE

LUBBOCK, TEXAS 79423-1954

March 16, 2012

Board of Directors
City of Big Spring
310 Nolan Street
Big Spring, TX 79720-2657

We are pleased to confirm our understanding of the services we are to provide City of Big Spring. We will audit the schedule of expenditures of federal awards (schedule) for the year ended September 30, 2012.

Audit Objectives

The objective of our audit is the expression of an opinion about whether the schedule is fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. The objective also includes reporting on internal controls and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on the program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the organization, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records of the program and other procedures we consider necessary to enable us to express an opinion and to render the required reports. If our opinion on the schedule or our opinion on compliance is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133 and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of the

schedule of expenditures of federal awards and related notes. You are responsible for making all management decisions and performing all management functions relating to the schedule and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the schedule of expenditures of federal awards and that you have reviewed and approved the schedule and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for monitoring ongoing activities, to help ensure that appropriate goals and objectives are met. You are also responsible for the selection and application of accounting principles; for the fair presentation in the schedule of the financial activities in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all program financial records and related information available to us, and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the schedule to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the schedule taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the schedule. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Organization complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings (if applicable) should be available for our review at the time of fieldwork.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the schedule; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the schedule is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the schedule or on the program. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a program-specific audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the schedule and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the schedule and to design the nature, timing, and extent of further audit procedures. As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to the federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

OMB Circular A-133 requires that we plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to the program. Our procedures will consist of tests of transactions

and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on the federal program. The purpose of these procedures will be to express an opinion on City of Big Spring's compliance with requirements applicable to the program in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

The audit documentation for this engagement is the property of Bolinger, Segars, Gilbert & Moss, L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bolinger, Segars, Gilbert & Moss, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the federal agency providing direct or indirect funding. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Robert Beam is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We estimate that our fees for these services will be \$4,000 to \$5,000. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most current peer review report accompanies this letter.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

BOLINGER, SEGARS, GILBERT & MOSS, L.L.P.

By: 

RESPONSE:

This letter correctly sets forth the understanding of City of Big Spring

By: _____

Title: _____

Date: _____

BUMGARDNER, MORRISON & COMPANY, L.L.P.

BMC
CERTIFIED PUBLIC ACCOUNTANTS

JOSEPH B. BUMGARDNER, CPA
(1911-2002)
JACK R. MORRISON, SR., CPA
(1922-1997)

MEMBERS
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS
AICPA PRIVATE COMPANIES PRACTICE SECTION
AICPA TAX DIVISION

September 28, 2011

CHRISTOPHER E. KREJCI, CPA
JEROME G. KOTZUR, CPA
G. DENNIS SHAY, CPA, CFP®
PAULA G. LESKE, CPA
MICHAEL E. WENSKE, CPA

JACK C. FITZGERALD, CPA
JACK R. MORRISON, JR., CPA

System Review Report

To the Partners of Bolinger, Segars, Gilbert & Moss, LLP
and the Peer Review Committee of the
Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Bolinger, Segars, Gilbert & Moss, LLP (the firm) in effect for the year ended May 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*; audits of employee benefit plans, and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Bolinger, Segars, Gilbert & Moss, LLP in effect for the year ended May 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. Bolinger, Segars, Gilbert & Moss, LLP has received a peer review rating of *pass*.

Bumgardner, Morrison & Company, LLP

INTERLOCAL AGREEMENT

This Agreement for the joint bidding and engineering management of street improvement projects is entered into between each of the signatories to this Agreement (hereinafter "Participant(s)") and between each additional participant who may hereafter consent to be bound by the terms of this Agreement by appropriate resolution executed by its governing body. This Agreement is executed pursuant to TEXAS GOVERNMENT CODE CHAPTER 791, the Texas Interlocal Cooperation Act.

The Agreement of the parties is as follows:

1. Term.

This Agreement shall extend through the 2012 seal coating season and for so long thereafter as may be necessary to complete the 2012 seal coating program in a manner satisfactory to the individual participants.

2. Consideration.

Each participant agrees to jointly bid their individual seal coating programs and to coordinate the bidding process in order to take advantage of economies of scale and to eliminate repetitive efforts by each of the participants. Each participant agrees to be bound by the bid specifications attached to this Agreement as Exhibit "A". Additionally, each participant agrees that the lowest responsible bid received pursuant to the bid process shall be accepted by each of the participants.

3. Joint Bid Process.

It is hereby agreed by the parties that the firm of Parkhill, Smith & Cooper, Inc. ("hereinafter "engineers") will be the agent for each of the participants in all matters relating to the bidding of the seal coat program and the management of the program once the bidding has been completed. Each participant agrees to be bound by the fee schedule submitted by engineers.

4. Communication.

Engineers shall keep the individual participants informed as to the progress of the bidding process and following the awarding of the bids shall coordinate the seal coat program.

5. Payment.

Each participant agrees to pay the cost of its portion of the seal coat program within thirty (30) days of completion of its portion of the program

6. Force Majeure.

In the event any party shall be rendered unable to carry out its obligation under this Agreement in whole or in part as a result of "Force Majeure", and if the party shall give notice and describe in detail the nature of the occurrence, then the obligation of the party giving such notice, so far as it is affected by such "Force Majeure" shall be suspended during the continuance of the inability then claimed, but for no longer period. The affected party shall use its best efforts to endeavor to overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbance, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, earthquake, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, breakage or accidents to machinery.

7. Modification.

This Agreement may be amended only with the consent of the governing bodies of each of the parties through appropriate written resolutions, executed and delivered to the parties.

8. Construction.

This Agreement is intended to express the mutual intent of the participants and, irrespective of the identity of the participant preparing this Agreement or any document or instrument referred to herein, no rule of strict construction against the party preparing the document shall be applied.

9. Severability.

In the event any portion of this Agreement shall be declared to be invalid or unenforceable for any reason, such finding shall not affect the validity of the balance of this agreement.

10. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements or understandings, whether written or oral with respect to the subject matter hereof. No verbal agreement or

conversation with any officer, agent or employee of a participant either before or after execution of the Agreement shall affect or modify any of the terms or obligations contained in the contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the participants.

11. Additional parties.

Each of the original signatories to this Agreement consents to the ratification of this Agreement by addition governmental participants so long as each additional participant agrees to be bound by the terms and conditions of this Agreement to the same extent as the original signatories.

12. Venue

Venue and jurisdiction of any suit, or cause of action arising or in connection with this Agreement shall lie exclusively in Lubbock County, Texas.

13. Effective Date.

This Agreement shall be effective as to each of the signatories on the date of the final execution of their respective resolutions adopting this Agreement.

This Agreement contemplates that all payments shall be made from current funds budgeted for the year 2011-2012. In the event the governing body of the City of Big Spring shall fail to appropriate funds to participate in the seal coat program in the 2011-2012 budget, then this Agreement shall terminate on the last day of the fiscal year preceding the year for which appropriation is not made.

BIG SPRING, TEXAS

By: _____
Mayor

ATTEST:

City Secretary



Agreement for Professional Services

Date January 2012
PSC Job No 01.3728.12
Project Manager Kevin Bates, P.E.

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

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

A. Client Information

Name City of Big Spring
Address 310 Nolan Street
City Big Spring State Texas Zip 79720
Representative Honorable Tommy Duncan, Mayor Phone 432.264.2501
Owner of Property Involved

B. Project Description

Project Name 2012 Group Seal Coat Client PO No.
Location City of Big Spring
Estimated Completion Date August 2012
Description of CONSULTANT'S Service or Scope of Work:
Prepare plans and specifications; oversee contract bidding, RPR services.

Client will provide access to work site(s).

C. Compensation

- 1. CONSULTANT'S total fee is estimated to be \$____. Actual fee shall not exceed such estimate by more than ten percent (10%) without the express written consent of CLIENT.
2. Basis of CONSULTANT'S fee (check one)
[] Lump Sum with Progress Payments (schedule attached)
[X] Time and Materials in accordance with the Schedule of Charges dated January 2012
[] Other (description) _____.
3. CLIENT shall pay a retainage fee of \$____, which fee shall be paid in full prior to commencement of the services herein contemplated. Said fee shall be applied to CLIENT'S final payment for the services or products provided under this agreement.

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

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

Client: City of Big Spring Parkhill, Smith & Cooper, Inc.

Name Title Date
Name John Hamilton, P.E.
Title Firm Principal
Date March 13, 2012

Agreement to be executed in duplicate

CLIENT: City of Big Spring

DATE: March 13, 2012

STANDARD CONDITIONS: CLIENT and CONSULTANT (Parkhill, Smith & Cooper, Inc.) agree that the following Provisions shall be part of their Agreement.

ARTICLE 1. SERVICES

1.1 INVOICING

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

If the CLIENT fails to make payment to the CONSULTANT in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the CONSULTANT.

1.2 SERVICES DURING CONSTRUCTION

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

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

1.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST

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

1.4 HAZARDOUS MATERIALS

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

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

1.5 ACCESSIBILITY – TEXAS ACCESSIBILITY STANDARD (TAS)

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

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

1.6 SERVICES BY CLIENT

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

1.7 OWNERSHIP OF DOCUMENTS

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

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

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

1.8 DELIVERY OF ELECTRONIC FILES

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

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

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

ARTICLE 2. GENERAL PROVISIONS

2.1 APPLICABLE LAW

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

2.2 PRECEDENCE OF CONDITIONS

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

2.3 ASSIGNMENT

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

2.4 AMENDMENTS

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

2.5 DELAYS

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

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

2.6 INSURANCE

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

2.7 MERGER: WAIVER: SURVIVAL

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

2.8 TERMINATION

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

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

2.9 CONSEQUENTIAL DAMAGES

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

2.10 THIRD-PARTY BENEFICIARIES

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

2.11 MAINTENANCE/WEAR AND TEAR

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

ARTICLE 3. ALLOCATION OF RISK, WARRANTY

3.1 WARRANTY; STANDARD OF CARE

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

3.2 DISPUTE RESOLUTION

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

3.3 BETTERMENT

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

3.4 ALLOCATION OF RISK

In recognition of the relative risks and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and CONSULTANT'S officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT and CONSULTANT'S officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$150,000, or the CONSULTANT'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

*** END ***

PARKHILL, SMITH & COOPER, INC. (CONSULTANT)

CITY OF BIG SPRING

By John T. Hamilton
John Hamilton, P.E.
Firm Principal

Accepted By: _____
Title: _____

Date: 3-13-2012

Date: _____

Parkhill, Smith & Cooper, Inc.
Hourly Rate Schedule
Current through December 31, 2012

Client: City of Big Spring
 Project: 2012 Group Seal Coat
 Agreement Date: March 13, 2012

January 1, 2012

Classification	Hourly Rate	Classification	Hourly Rate
PROFESSIONAL LEVEL VII Engineer VII Architect VII Landscape Architect VII Interior Designer VII	\$178.00	PROFESSIONAL LEVEL I Intern (Architect) I Intern (Interiors) I Intern (Landscape Architect) I Technologist I Resident Project Representative I Clerical Supervisor I	\$79.00
PROFESSIONAL LEVEL VI Engineer VI Architect VI Landscape Architect VI Interior Designer VI	\$151.00	SUPPORT STAFF III Engineering Technician III, IV CADD III, IV Administrative Secretary III Architect Technician III, IV Project Assistant I/II	\$76.00
PROFESSIONAL LEVEL V Engineer V Architect V Landscape Architect V Interior Designer V	\$134.00	SUPPORT STAFF II Architect Technician I, II Engineering Technician I, II CADD I, II Accounting Clerk I, II Administrative Secretary I, II Project Assistant EL Word Processor I, II Receptionist I, II File Clerk I	\$70.00
PROFESSIONAL LEVEL IV Engineer III, IV Architect IV, Intern (Architect) IV Landscape Architect IV Interior Designer IV Technologist IV Resident Project Representative IV	\$116.00	SUPPORT STAFF I Architectural Student EL Engineering Student EL Landscape Architecture Student EL Interiors Student EL CADD EL Accounting Clerk EL Word Processor EL Receptionist EL File Clerk EL	\$40.00
PROFESSIONAL LEVEL III Engineer I/II Architect III, Intern (Architect) III Landscape Architect III Intern (Landscape Architect) III Interior Designer III Technologist III Resident Project Representative III	\$98.00		
PROFESSIONAL LEVEL II Intern (Architect) II Interior Designer II, Intern (Interiors) II Landscape Architect II Technologist II Resident Project Representative II Clerical Supervisor II	\$87.00		

Expenses

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

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

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

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

**Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, February 21, 2012
5:15 p.m.**

**Offices of the Big Spring Economic Development Corporation
215 West Third Street
Big Spring, Texas**

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Tuesday, February 21, 2012 in the offices of the Big Spring Economic Development Corporation with Mr. Myers, presiding. The following notice was sent on February 17, 2012 to all Directors, the news media, and duly posted on February 17, 2012, by Teresa Darden in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the inside and outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday, February 21, 2012 at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is: Action on Minutes of the January 17, 2012 Regular Meeting; Action to Approve January Financials; Action to Approve January Investment Reports; Directors Report; Public Comment; Board Comment; and Adjourn".

Directors Present:

Mr. Justin Myers
Mr. Scott MacKenzie
Mr. Jim DePauw

Directors Absent:

Dr. Ledford
Mr. Rodney Bomar

Staff Present:

Mr. Terry Wegman
Mrs. Teresa Darden

Guests:

Miklos Szabo
Amanda Moreno
Steve Campbell
Mark Morgan

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

Mr. Myers called the meeting to order at 5:15 p.m. Mr. Myers led the invocation and pledge.

AGENDA ITEM # 2- Action to Approve Minutes of the January 17, 2012 Regular Meeting and February 13, 2012 Special Meeting:

Mr. Myers presented the minutes of the January 17, 2012 regular meeting and the minutes of the February 13, 2012 Special Meeting. Motion to accept the minutes for the January 17, 2012 regular meeting was made by Mr. MacKenzie seconded by Mr.

DePauw. The motion passed 3 to 0 with all members present voting “aye” in favor of the motion

ACTION ITEM #3- Action on January Financials:

Mr. Mark Morgan, CPA, explained the changes in the future financials. The financials will reflect projected sales tax for the current month with actual number in previous months. Mr. Wegman presented the January Financials. Motion to approve the January Financials was made by Mr. DePauw seconded by Mr. MacKenzie. The motion passed 3 to 0 with all members present voting “aye” in favor of the motion.

AGENDA ITEM #4- Action to Approve January Investment Report:

Mr. Wegman presented the January Investment Report. Motion to approve the January Investment Report was made by Mr. MacKenzie seconded by Mr. DePauw. The motion passed 3 to 0 with all members present voting “aye” in favor of the motion.

AGENDA ITEM #5- Directors Report

Mr. Wegman discussed various projects including: Congressman, Randy Neugebauer will be visiting with Desert Tanks and Transport Handling Specialist this week; Big Dog Rig Movers and BSEDC have closed on the property; WETT is in the process of writing a lease agreement for easement space on the BSEDC property; update on projects that BSEDC have been involved with in the last 2 years have created 304 new jobs while incentive amounts were \$3.6million.

Mr. Wegman advised the board of past and upcoming meetings that include: Upcoming meetings are Southwest Energy Summit on Feb 29-Mar 1 with Jimmy Miller from Alon USA speaking at one of the sessions and the next EDC Regular Meeting will be March 20, 2012

AGENDA ITEM #6- Executive Session:

- **Executive Session in accordance with Texas Government Code, Section 551.087 (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).**
- **Proposed Expansion of Existing Business**

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

None

AGENDA ITEM #5- Public Comments
None

AGENDA ITEM # 6- Board Comments
None

AGENDA ITEM # 7- Adjourn

Mr. Myers asked for a motion to adjourn.

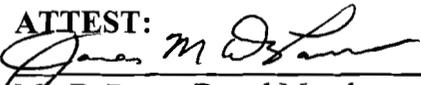
Motion by Mr. DePauw, seconded by Mr. MacKenzie. The motion passed 3 to 0 with all members present voting "aye" in favor of the motion.

Meeting adjourned at 7:11 pm on February 21, 2012



Mr. Myers, President

ATTEST:



Mr. DePauw, Board Member