CITY COUNCIL REGULAR AGENDA

Tuesday, August 23, 2022

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, August 23, 2022, at 5:30 PM at the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas. **We welcome the public to attend the meeting via telecommunication. Citizens will be able to view the City Council Meeting on Our Local Channel 17 through Suddenlink or on Our Website http://mybigspring.com/224/Channel-17-Live.**

CITY COUNCIL MEETING ETIQUETTE

Gentlemen are requested to remove their hats inside the City Council Chambers. As a courtesy to those in attendance, please place your cell phone on "Silent" or "Vibrate." Please, no talking during the meetings. Take all conversations outside so that others can hear.

Thank you!

Open Session

1. Call to Order
2. Invocation
3. Pledge of Allegiance to the United States Flag and to the Texas State Flag

Public Comment

Public Comment – Members of the public are entitled to speak on any topic. Additionally, members of the public may comment on any action item before or during its consideration. Speakers are Requested to Stand at the Podium and State Their Name and Address. Speakers Should Fill out the Form at the Podium and Turn it into the City Secretary. Please Do Not Exceed Five (5) Minutes.

4. **Public Comment**

City Manager's Report

5.	City Manager's report on the following items: ○ Update - Large Item Pickup, District 2 - Aug. 17, 2022 ○ City Holiday - Labor Day, Sept. 5, 2022 ○ Update on Abatement Properties ○ Reminder that School has Started		Darden

Consent Items

6.	Approval of the City Council Minutes of the Regluar Meeting of August 9, 2022	6-13	Davis
7.	Final Reading of an Ordinance Amending Ordinance Number 039-2021 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2021 and Ending September 30, 2022; Increasing the Utility Fund for the Purpose of a 6-Inch Water Line; Providing for Repeal of Ordinance in Conflict Herewith; Providing for Publication; and Providing an Effective Date	14-16	Lewis
8.	Final Reading of an Ordinance Amending Chapter 2 of the Big Spring City Code "Administration," Article II "City Council," by Repealing Section 2-28 "No Office for Councilmembers"; Providing for Severability; and Providing for an Effective Date	17-18	Darden
9.	Final Reading of an Ordinance Amending Chapter 2 of the Big Spring City Code "Administration," Article VII "Boards and Commissions," Division 9 "Zoning Board of Adjustment" Section 2-314 "Organization and Procedure," Appointing Councilmembers as Second and Third Alternates to the Zoning Board of Adjustments; Providing for Severability; and Providing an Effective Date	19-21	M. Smith
10.	Final Reading of a Resolution Approving a Negotiated Settlement Between the Executive Committee of Cities Served by Atmos West Texas ("Cities") and Atmos Energy Corp., West Texas Division Regarding the Company's 2022 Rate Review Mechanism Filing; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to be Set by the Attached Settlement Tariffs to be Just and Reasonable and in the Public Interest;	22-39	Medina

Approving an Attachment Establishing a Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse Cities' Reasonalbe Ratemaking Expenses; Determining that this Resolution was Passed in Accordance with the Requirements of the Texas Open Meetings Act; Adopting a Savings Clause; Declaring an Effective Date; and Requiring Delivery of this Resolution to the Company and the Cities' Legal Counsel

Vouchers

11.	Vouchers for 08/11/22	$ 759,523.15		Yanez
	Vouchers for 08/18/22	$ 600,812.62		
	Manual Cks & Drafts	$ 588,369.67		

Bids

12.	Consideration and Possible Action on Awarding a Bid for Fencing at the Big Sandy Landfill and Authorizing the City Manager or His Designee to Execute any Necessary Documents	40-41	Bowles

New Business

13.	Call for Public Hearing on the Proposed 2022-23 Annual Budget to be Held on Tuesday, September 13, 2022 at 5:30 pm in the City Council Chambers Located at 307 East 4th Street, Big Spring, TX		S. Smith
14.	Call for a Public Hearing on the Proposed Tax Rate to be Held on Tuesday, September 13, 2022 at 5:30 pm in the City Council Chambers Located at 307 East 4th Street, Big Spring, TX		S. Smith
15.	First Reading of a Resolution Repealing City Council Resolution 003-2016 Which Set the Goal of Ending the Euthanization of Homeless Pets; Providing for Severability; and Providing an Effective Date	42	Moore
16.	First Reading of an Ordinance Amending the Ordinance Establishing the Animal Rescue Committee to Exclude from the Committee's Responsibility Providing Assistance to the City in Becoming a No-Kill Shelter; and Amending Various Sections of Chapter 8 "Animals" to Balance a Policy Favoring Adoption and Placement of Animals into Permanent Homes where Possible with a Policy of	43-47	Moore

	Protecting Public Safety by Maintaining Safe and Adequate Space at the Animal Shelter, to Promote Microchipping and Other Identification Methods of Animals, and Amending and Repealing Various Sections for Clarity; and Stating the Sense of City Council on Expanding Public Access to the Animal Shelter, Providing for Severability; and Providing an Effective Date		
17.	Consideration and Possible Action Regarding an Agreement with HomeAway for Collection of Hotel Tax From Short-Term Rental Properties in Big Spring and Authorizing the City Manager or His Designee to Execute any Necessary Documents	48-51	Lewis
18.	Consideration and Possible Action on an Agreement with CivicPlus for Mobile App Services and Authorizing the City Manager or His Designee to Execute Any Necessary Documents	52-55	Lewis
19.	Consideration and Possible Action on an Agreement with the Howard County Tax Assessor Collector for the Collection of Property Taxes and Authorizing the Mayor to Execute any Necessary Documents	56-65	S. Smith
20.	Consideration and Possible Action on a Recycling Agreement with Keep Texas Recycling and Authorizing the City Manager or His Designee to Execute any Necessary Documents	66-71	Bowles
21.	Discussion and Consideration Concerning the Qualifications, Appointments, Policies, Procedures and Possible Consolidation of Boards and Committees		M. Smith

Council Input

22. Input

Executive Session

23.	Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.087, Texas Government Code, "Deliberation Regarding Economic Development Negotiations; Closed Meeting" to Discuss and Deliberate Economic Development Negotiations		Moore
24.	Reconvene into Open Session and Take any Necessary		Moore

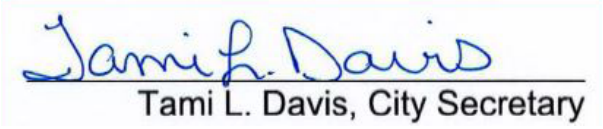
Action on Executive Session Items

25. **Adjourn** Moore

The City Council reserves the right to meet in executive session on any agenda item should the need arise pursuant to Chapter 551, Subchapter D of the Texas Government Code, or the Texas Disciplinary Rules of Professional Conduct.

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the City Council and Posted on **Friday, August 19, 2022 at 5:00 p.m.** in accordance with Title 5, Texas Government Code and Chapter 551.

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.



PERSONS WISHING TO HAVE AN INTERPRETER SHOULD CONTACT TAMI DAVIS AT 264-2513 or tdavis@mybigspring.com. REQUESTS FOR AN INTERPRETER SHOULD BE MADE AT LEAST 72 HOURS IN ADVANCE OF THE MEETING TIME.

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

The City Council of the City of Big Spring, Texas, met in a REGULAR AGENDA in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, August 9, 2022, with the following members present in person:

ROBERT H. MOORE	Mayor
NICK ORNELAS	Mayor Protem
DIANE YANEZ	Council Member
CODY HUGHES	Council Member
GLORIA MCDONALD	Council Member
TROY TOMPKINS	Council Member
MAURY SMITH	Council Member

Same and constituting a quorum, for which four Councilmembers must be present; and the following staff in person;

TODD DARDEN	City Manager
JOHN MEDINA	Assistant City Manager
MANDY HAYNES	Paralegal
SHANE BOWLES	Public Works Director
CHAD WILLIAMS	Police Chief
JAY HOLT	Deputy Fire Chief
SANDY SMITH	Finance Director
HAYLEY LEWIS	Community Services Director
TAMI DAVIS	City Secretary
TIM GREEN	Municipal Judge

Open Session

Call to Order

Invocation
Pastor Ken McMeans, College Baptist Church

Pledge of Allegiance to the United States Flag and to the Texas State Flag
Mayor Moore led the Pledge of Allegiances.

Public Comment

Public Comment

One citizens spoke regarding the animal control issue

Announcements, Presentations and Public Hearings

City Manager's Report

Large Item Pickup for District 2 - August 17, 2022

Budget Work Sessions - August 15-18, 2022

Update - Purple Heart Signage

Update - Water Office Move

Update - Seal Coat Project

Update - Aquatic Center Closing

988 - Suicide Hotline Number

Consent Items

Approval of the City Council Minutes of the Regular Meeting of July 26, 2022

Final Reading of an Ordinance Authorizing and Directing the City Manager to Erect Two Disabled Parking Signs on the East Side of the 300 Block of Runnels Street Directly in Front of the West Entrance of the Hotel Settles; Directing the Marking of Said Corresponding Spaces as Disabled Parking Spaces; Providing for Severability; and Providing an Effective Date

Final Reading of an Ordinance Authorizing Z-22-02, Amending the Big Spring Zoning Ordinance by Rezoning Lot 1 Blk 1 Midtex Addition, Approximately 11.06 Acres in Big Spring, Howard County, Texas, Also Known as 1801 West I-20, From SF-2, Single-Family Dwelling District to HI, Heavy Industrial District, Providing for Severability; Providing for Publication; and Providing an Effective Date

MOTION WAS MADE BY Council Member Tompkins to approve the above captioned ordinances and minutes, seconded by Council Member Yanez.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7

Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **0**
NAYS: None

MOTION PASSED

Vouchers

Vouchers for 07/28/22 $ 254,277.16
Manual Cks & Drafts $ 635,013.57

Mayor Pro Tem Ornelas reviewed the above captioned vouchers.
MOTION WAS MADE BY Mayor Pro Tem Ornelas to approve the above captioned vouchers, seconded by Council Member Hughes.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7 0**
NAYS: None

MOTION PASSED

Vouchers for 08/04/22 $ 217,944.05

Mayor Pro Tem Ornelas reviewed the above captioned vouchers.
MOTION WAS MADE BY Mayor Pro Tem Ornelas to approve the above captioned vouchers, seconded by Council Member Yanez.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7 0**
NAYS: None

MOTION PASSED

Bids

Consideration and Possible Action on Awarding the Sale of Tax Properties by Texas Communities Group and Authorizing the Mayor to Execute any Necessary Documents for Items 18-20 as Follows :

Award Parcel 4754, 1111 Runnels St., to Cinthia Quezada & Fortino Quezada Camargo in the Amount of $5,300.00

Award Parcel 10037, 206 N. Nolan St., to Rosa Elia Avila, 1606 W. County Road 140, Midland, TX 79706 in the Amount of $2,000.00

Award Parcel 860, 1204 W 2nd St., to Rosa Elia Avila, 1606 W County Road 140, Midland, TX 79706 in the Amount of $1,150.00

MOTION WAS MADE BY Council Member Hughes to approve the above captioned sale of properties, seconded by Council Member Smith.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7**
NAYS: None **0**

MOTION PASSED

New Business

First Reading of an Ordinance Amending Ordinance Number 039-2021 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2021 and Ending September 30, 2022; Increasing the Utility Fund for the Purpose of a 6-Inch Water Line; Providing for Repeal of Ordinance in Conflict Herewith; Providing for Publication; and Providing an Effective Date

MOTION WAS MADE BY Mayor Pro Tem Ornelas to approve the above captioned ordinance, seconded by Council Member Hughes.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7**
NAYS: None **0**

MOTION PASSED

First Reading of an Ordinance Amending Chapter 2 of the Big Spring City Code "Administration," Article II "City Council," by Repealing Section 2-28 "No Office for Councilmembers"; Providing for Severability; and Providing for an Effective Date

MOTION WAS MADE BY Council Member McDonald to approve the above captioned ordinance, seconded by Mayor Pro Tem Ornelas.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7**
NAYS: None **0**

MOTION PASSED

First Reading of an Ordinance Amending Chapter 2 of the Big Spring City Code "Administration," Article VII "Boards and Commissions," Division 9 "Zoning Board of Adjustment" Section 2-314 "Organization and Procedure," Making Councilmembers Second Alternates to the Zoning Board of Adjustments to Serve When Both Their Respectively Appointed Members and First Alternates are not Present; Providing for Severability; and Providing an Effective Date

MOTION WAS MADE BY Council Member Smith to approve the above captioned ordinance, seconded by Council Member Hughes.

YEAS: None **0**
NAYS: None **0**

MOTION

MOTION WAS MADE BY Mayor Moore to amend the above captioned ordinance by appointing Council Members to serve as the second and third alternate, seconded by Council Member Cody Hughes.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7 0**
NAYS:0

MOTION PASSED

MOTION WAS MADE BY Council Member Smith to approve the above captioned ordinance as amended, seconded by Council Member Hughes.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7 0**
NAYS:None

MOTION PASSED

First Reading of a Resolution Approving a Negotiated Settlement Between the Executive Committee of Cities Served by Atmos West Texas ("Cities") and Atmos Energy Corp., West Texas Division Regarding the Company's 2022 Rate Review Mechanism Filing; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to be Set by the Attached Settlement Tariffs to be Just and Reasonable and in the Public Interest; Approving an Attachment Establishing a Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse Cities' Reasonalbe Ratemaking Expenses; Determining that this Resolution was Passed in Accordance with the Requirements of the Texas Open Meetings Act; Adopting a Savings Clause; Declaring an Effective Date; and Requiring Delivery of this Resolution to the Company and the Cities' Legal Counsel

MOTION WAS MADE BY Council Member McDonald to approve the above listed resolution, seconded by Council Member Smith.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7 0**
NAYS: None

MOTION PASSED

Consideration and Possible Action to Approve a Memorandum of Understanding Concerning a Future Services Contract with The GEO Group, Inc.

MOTION WAS MADE BY Council Member McDonald to approve the above captioned Memorandum of Understanding, seconded by Council Member

Yanez.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7 0**
NAYS: None

MOTION PASSED

Consideration and Possible Action Regarding a Change Order #2 for the 2021 Water Line Replacement Project

MOTION WAS MADE BY Council Member Hughes to approve the above captioned Change Order, seconded by Council Member Tompkins.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7 0**
NAYS: None

MOTION PASSED

Discussion on the Tax Rate for 2022-23 Fiscal Year

Staff recommending the De Minimis Rate of $0.647682
Council recommends the No New Revenue Rate of $0.601802
Staff was directed to bring back to Council both tax rate options at the Budget Work Sessions.

Discussion and Consideration of Recommended Amendments to the Policies, Procedures, and Ordinances Concerning the Operation of the Big Spring Animal Shelter and the Animal Population of Big Spring

Mayor reported an update on the survey he requested of the citizens regarding the animal shelter problem within the city. His concerns are the safety of citizens and the financial cost of supporting another facility and manager to stay as a no-kill facility. A couple of possible solutions would be to keep proceeding with the procedures as we are doing and try to make it a more friendly process to move the animals and help the citizens get their pets chipped.

Discussion and Consideration Concerning the Qualifications, Appointments, Policies, Procedures and Possible Consolidation of Boards and Committees

Councilmember Smith expressed his concerns regarding the trouble he is having getting citizens to serve on city boards and recommends to dissolve certain boards that do not meet on a regular basis such as Parks, Traffic, Airpark, CVB and Animal Rescue boards.

Boards & Committees

McMahon/Wrinkle Aviation Advisory Board

Ratify Councilmember Yanez's Nomination, Adriel Saldivar, from the Airpark Development Board to the New Aviation Advisory Board

Zoning Board of Adjustments
Remove Erin Yeats
Appoint Mark Sheedy
Nominated by Councilmember Smith, Dist. 6

The above captioned nominee's were approved by acclamation of the City Council.

Council Input

Input
Mayor Pro Tem Ornelas thanked Hayley and her staff for their help on the fly a kite day. He also attended a seminar with Andrew and was very good. Reminded citizens of the Head and Toe back to school event this Saturday, August 13th at Ryan Hall
Council Member Yanez encouraged citizens to reach out to the city staff and reminded citizens of the large item pick up for District 2 will be on August 17th.
Council Member Smith reminded citizens that he is available to assist them at any time. Active shooting meeting at court house at 10 am Aug. 10

Executive Session

Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551 .071, Texas Government Code, "Consultation with Attorney; Closed Meeting," and the Texas Disciplinary Rules of Professional Conduct, to provide legal advice and counsel with respect to litigation.
Mayor Moore adjourned into executive session at 7:45 p.m.
Mayor Pro Tem Ornelas, Council Member Yanez and Council Member Tompkins did not adjourn into executive sessoin.

Reconvene in Open Session and Take Any Necessary Action on Executive Session Items.
Mayor Moore reconvened into open session at 8:07 p.m.

MOTION WAS MADE BY Council Member Hughes to accept the City Attorney's recommendation to proceed with the appeal regarding the Butler case, seconded by Council Member Smith.

YEAS: Mayor Moore, Council Member McDonald, Council Member Smith, Council Member Hughes	**4**
NAYS:	**0**
ABSTAINED: Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Tompkins	**3**

MOTION PASSED

ADJOURN

Mayor Moore adjourned the meeting at 8:14 pm

_____

Robert H. Moore III, Mayor

ATTEST:

_____

Tami L. Davis, City Secretary

COMMUNITY SERVICES
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
MR. TODD DARDEN, CITY MANAGER

FROM: HAYLEY LEWIS, COMMUNITY SERVICES DIRECTOR

SUBJECT: BUDGET AMENDMENT-ROY ANDERSON SPORTS COMPLEX

DATE: AUGUST 9, 2022

At this time, we are respectfully requesting permission to make the following budget amendment so we can complete the 6-inch water line- gas pipeline horizontal directional drill project at Roy Anderson Sports Complex so that we can continue to keep the sports fields in the condition needed for the citizens of Big Spring. The staff at Roy Anderson Sports Complex has not been able to properly water our fields for over a year due to the current wells that we use for our irrigation being almost dried up. The City has been looking for alternative ways to properly care for our fields and this project will let us properly take care of the fields.

To continue and complete the project that will happen in conjunction with CRMWD for a raw water tap we must bore under several pipelines to be able to reach the raw water tap that will be put in by CRMWD. Once the bore and water tap are both complete, we will be able to water and irrigate the fields more effectively since our current wells are not usable.

Increasing the Expense Account 405-021-710-6316 by $56,000

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 039-2021 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; INCREASING THE UTILITY FUND FOR THE PURPOSE OF A 6-INCH WATER LINE; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2021-22 budget for the City of Big Spring, Texas on September 28, 2021 ("Budget"); and

WHEREAS the laying of a new 6-inch waterline tapping into a CRMWD raw water line for delivery of water to the Roy Anderson Complex and was not included in such Budget; and

WHEREAS the City Manager and Finance Director recommend that the City Council increase the utility fund and amend the Budget previously approved; and

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

SECTION 1. The Utility Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022 is hereby increasing the amount of $56,000.00 to the expense account number 405-021-710-6316 for the purpose of laying a new 6-inch waterline. The net increase will be funded through the existing fund balance.

SECTION 2. The remaining portions of Ordinance Number 039-2021 shall remain in full force and effect.

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

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

SECTION 5. The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 6. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **9th** day of **August, 2022** with all members of the Council voting "aye" for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **23rd** day of **August**, **2022** with all members of the Council voting "aye" for the passage of same.

_____
Robert H. Moore, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 2 OF THE BIG SPRING CITY CODE "ADMINISTRATION," ARTICLE II "CITY COUNCIL," BY REPEALING SECTION 2-28 "NO OFFICE FOR COUNCILMEMBERS"; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council finds it necessary to repeal this section of the Big Spring City Code;

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

SECTION 1. The Big Spring City Code Chapter 2 entitled "Administration," Article II entitled "City Council" shall be amended to repeal Sec. 2-28 entitled "No office for councilmembers" in its entirety and reserve the section for future expansion.

~~**Sec. 2-28. - No office for councilmembers.**~~ **Reserved.**

~~No councilmember shall be issued a permanent or semi-permanent office in any city building.~~

NOTE* Language to be added appears underlined and language to be deleted is ~~stricken~~.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **9th** day of **August**, **2022** with all members of the Council 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 **23rd** day of **August**, **2022** with all members of the Council voting "aye" for the passage of same.

_____
Robert H. Moore, III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 2 OF THE BIG SPRING CITY CODE "ADMINISTRATION," ARTICLE VII "BOARDS AND COMMISSIONS," DIVISION 9 "ZONING BOARD OF ADJUSTMENT" SECTION 2-314 "ORGANIZATION AND PROCEDURE," APPOINTING COUNCILMEMBERS AS SECOND AND THIRD ALTERNATES TO THE ZONING BOARD OF ADJUSTMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the ordinance was recently amended by Ordinance 009-2022;

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

SECTION 1. The Big Spring Code of Ordinances, Chapter 2 entitled "Administration," Article VII entitled "Boards and Commissions," Division 9 entitled "Zoning Board of Adjustments," Section 2-314 "Organization and procedure" is hereby amended to read as follows:

Sec. 2-314. Organization and procedure.

(a) Organization. There is hereby created a zoning board of adjustment consisting of seven members, removable for cause by the appointing authority upon written charges and after public hearing. All cases to be heard by the zoning board of adjustment will always be heard by a minimum of at least two-thirds of the members.

(b) Any member of the council shall have the right to speak at meetings.

(c) Section 2-241 shall apply to this board, except that the members of the boards as of June 1, 2021 shall retain their current terms according to their appointments under the prior language of the zoning ordinance 5-2, regardless of section 2-241 eligibility requirements relating to city council district, unless removed earlier by city council. Subsequent appointments to the boards shall be pursuant to section 2-241.

(d) There shall be seven alternate members for the Zoning Board of Adjustment. Each alternate member shall be nominated and appointed in the same manner as a regular member. An alternate member is subject to the same eligibility requirements as a regular member. An alternate member serves for the same period as a regular member and is subject to removal in the same manner as a regular member. A vacancy among the alternate members is filled in the same manner as a vacancy among the regular members.

(e) An alternate member of the Zoning Board of Adjustment shall only serve in the place of a regular member upon:

(1) the absence of the regular member of the Board who was nominated from the same Council Member seat as was the alternate, and

(2) the request of the Mayor or the City Manager.

(f) A regular or alternate member of the Zoning Board of Adjustment may only be removed for cause, as found by City Council, on a written charge after a public hearing.

(g) Each Member of City Council are second alternate members. Second alternates are not subject to appointment, eligibility, or removal rules. Second alternates serve on the Zoning Board of Adjustment when both the appointed board member and the first alternate nominated from that Council Member's seat are not present.

(h) Any Member of City Council shall serve as the third alternate member of all appointed members of the Board when the appointed board member, the first alternate, and the second alternate are not present and a quorum for a scheduled meeting cannot be met. Third alternates are not subject to appointment, eligibility, or removal rules. If one or more Council member from different seats wishes to serve, the Council members will take turns based on seniority on Council, or if still tied, a coin flip.

NOTE* Language to be added appears underlined and language to be deleted is ~~stricken~~.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **9th** day of **August**, **2022** with all members of the Council 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 **23rd** day of **August**, **2022** with all members of the Council voting "aye" for the passage of same.

_____
Robert H. Moore, III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

MEMORANDUM

Date:	August 3, 2022
To:	Mayor Robert H. Moore, Big Spring City Council Members and City Manager
From:	John Medina, Assistant City Manager
Re:	Staff Report for Ordinance Background and Summary

The City, along with 70 other West Texas cities served by Atmos Energy Corporation, West Texas Division ("Atmos West Texas" or "Company"), is a member of Cities Served by Atmos West Texas ("Cities"). In 2007, the Cities and Atmos West Texas settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by Cities in 2018. On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by Cities. The Company claimed that its cost of service in a test year ending December 31, 2021, entitled it to additional revenues system-wide of $8.77 million.

After a review of Cities' consultants' report and negotiations with Cities' Executive Committee, Atmos agreed to a rate increase of $6.72 million plus revenue related taxes within the Cities, with an Effective Date of October 1, 2022.

RATE TARIFFS

Atmos generated rate tariffs associated with the Resolution/Ordinance. These tariffs are Attachment 1 to this Staff Report. Atmos also provided a proof of revenues associated with the new rates. The Cities' consultants have confirmed the accuracy of the proof.

BILL IMPACT

The impact of this increase in revenues to an average residential customer's bill is an increase of approximately $3.36 per month. Atmos provided a bill impact estimate for each customer class reflecting the new rates. Comparison of the new rates to rates in effect for areas not under the RRM process reveals that settling Cities will maintain an economic monthly advantage over rates in effect in Lubbock, and environs.

CITIES' OBJECTION TO THE SECTION 104.301 GRIP PROCESS

Cities strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues and rewarding the Company for increasing capital investment. The GRIP process does not allow any review of the reasonableness of capital investment

and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow Cities to recover their rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing), and rate increases go into effect without any material adjustments. In the Executive Committee's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS

1. This section approves all findings in the Resolution.
2. This section adopts the attached RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos West Texas to recover an additional $6.72 million over a 12-month period.
4. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate settings.
5. This section requires the Company to reimburse the City for expenses associated with adoption of the Resolution.
6. This section repeals any resolution or ordinance that is inconsistent with this Resolution.
7. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
8. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
9. This section provides for an effective date upon passage.
10. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for the Executive Committee.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS ("CITIES") AND ATMOS ENERGY CORP., WEST TEXAS DIVISION REGARDING THE COMPANY'S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE CITIES' LEGAL COUNSEL.

WHEREAS, the City of Big Spring, Texas ("City") is a gas utility customer of Atmos Energy Corp., West Texas Division ("Atmos West Texas" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos West Texas; and

WHEREAS, the City is a member of Cities Served by Atmos West Texas ("Cities"), a coalition of similarly-situated cities served by Atmos West Texas that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos West Texas service area; and

WHEREAS, Cities and the Company worked collaboratively to develop a new Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for Cities based on the system-wide cost of serving the Atmos West Texas service area; and

WHEREAS, the RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2022, Atmos West Texas filed its 2022 RRM rate request with Cities based on a test year ending December 31, 2021; and

WHEREAS, Cities coordinated its review of the Atmos West Texas 2022 RRM filing through its Executive Committee, assisted by Cities' attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as Cities' counsel and consultants, recommends that Cities approve an increase in base rates for Atmos West Texas of $6.72 million with an Effective Date of October 1, 2022; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the Cities' Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2) and

WHEREAS, the RRM Tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM applications;

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

SECTION 1. The findings set forth in this Resolution are hereby in all things approved.

SECTION 2. Without prejudice to future litigation of any issue identified by Cities, the City Council finds that the settled amount of an increase in revenues of $6.72 million for Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos West Texas within the municipal limits arising from Atmos West Texas' 2022 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

SECTION 3. he existing rates for natural gas service provided by Atmos West Texas are unreasonable. The new tariffs, attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos West Texas to recover annually an additional $6.72 million in revenue from customers in Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION 4. The ratemaking treatment for pensions and retiree medical benefits in Atmos West Texas' next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

SECTION 5. Atmos West Texas shall reimburse the reasonable ratemaking expenses of the Cities in processing the Company's 2022 RRM filing.

SECTION 6. To the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

SECTION 7. The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 8. If any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 9. Consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2022.

SECTION 10. A copy of this Resolution shall be sent to Atmos West Texas, care of Philip Littlejohn, Vice President of Rates and Regulatory Affairs, West Texas Division, 6606 66th Street, Lubbock, Texas 79424, and Thomas Brocato, General Counsel to Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **9th** day of **August**, **2022** with all members of the Council 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 **23th** day of **August**, **2022** with all members of the Council voting "aye" for the passage of same.

_____
Robert H. Moore, III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**RESIDENTIAL GAS SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on and after 10/01/2022**	

Availability

This schedule is applicable to general use by Residential customers for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	$ 18.27
Consumption Charge	$ 0.33076 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**COMMERCIAL GAS SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on and after 10/01/2022**	

Availability

This schedule is applicable to Commercial customers, including hospitals and churches, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	**Amount**
Customer Charge	$ 57.08
Consumption Charge	$ 0.18234 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**INDUSTRIAL GAS SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on and after 10/01/2022**	

Availability

This schedule is applicable to the sales to any industrial or commercial customer whose predominant use of natural gas is other than space heating, cooking, water heating or other similar type uses. Service under this schedule is available to eligible customers following execution of a contract specifying the maximum hourly load. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	**Amount**
Customer Charge	$ 616.30
Consumption Charge	$ 0.10802 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**PUBLIC AUTHORITY GAS SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on and after 10/01/2022**	

Availability

This schedule is applicable to general use by Public Authority type customers, including public schools, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	**Amount**
Customer Charge	$ 159.26
Consumption Charge	$ 0.15885 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**TRANSPORTATION SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on and after 10/01/2022**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., West Texas Division Distribution System for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility with an estimated annual usage greater than 100,000 Ccf per meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and Ccf charges to the amounts and quantities due under the riders listed below:

Charge	**Amount**
Customer Charge per Meter	$ 616.30 per month
Consumption Charge	$ 0.10802 per Ccf

Upstream Transportation Cost Recovery: The customer is responsible for all upstream transportation costs.

Retention Adjustment: Plus a quantity of gas equal to the Company's most recently calculated financial L&U percentage for the twelve months ended September multiplied by the gas received into Atmos Energy Corporation's West Texas Division for transportation to the customer.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

The West Texas Division Rider RRM applies to this schedule.

Conversions: Units may be converted from Ccf to Mcf or Mmbtu as necessary to comply with the underlying transportation agreement.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**TRANSPORTATION SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on and after 10/01/2022**	

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company a monthly imbalance fee at the end of each month as defined in the applicable Transportation Agreement,

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha".

Replacement Index
In the event the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive transportation service under this tariff, customer must have the type of meter, instrumentation, and communication required by Company. Customer must pay Company all costs associated with the acquisition and installation of the required equipment.

ATMOS ENERGY CORPORATION
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR APPROVAL
TEST YEAR ENDING DECEMBER 31, 2021

Line No.	Description	Shared Services		WTX			
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	Total
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2022 Willis Towers Watson Report	$ 1,706,906	$ 977,886	$ 617,568	$ (484,411)	$ 62,739	
2	Allocation Factor	7.99%	7.99%	96.39%	96.39%	96.39%	
3	Proposed Benefits Benchmark Costs (Excluding Removed Cost Centers) Allocated to West Texas (Ln 1 x Ln 2)	$ 136,399	$ 78,143	$ 595,286	$ (466,933)	$ 60,475	
4	O&M and Capital Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs To Approve (Excluding Removed Cost Centers) (Ln 3 x Ln 4)	$ 136,399	$ 78,143	$ 595,286	$ (466,933)	$ 60,475	$ 403,370
6							
7							
8	Summary of Expense Costs to Approve:						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	75.64%	75.64%	51.20%	51.20%	100.00%	
11							
12	Total Pension Account Plan	$ 103,177		$ 304,774			$ 407,950
13	Total Post-Employment Benefit Plan		$ 59,110		$ (239,060)		(179,950)
14	Total Supplemental Executive Benefit Plan					$ 60,475	60,475
15	Total (Sum Ln 12 through Ln 14)	$ 103,177	$ 59,110	$ 304,774	$ (239,060)	$ 60,475	$ 288,476

ATMOS ENERGY CORPORATION
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON
TEST YEAR ENDING DECEMBER 31, 2021

Line No.	Description							Current	Proposed	Change Amount	Change Percent
	(a)							(b)	(c)	(d)	(e)
1	**RESIDENTIAL**										
2	Customer Charge							$ 17.52			
3	Consumption Charge	44.9	CCF	X	$	0.27674	=	12.43			
4	Rider GCA	44.9	CCF	X	$	0.47208	=	21.20			
5	Subtotal							$ 51.14			
6	Rider FF & Rider TAX	$ 51.14		X		5.84%	=	2.99			
7	Total							$ 54.13			
8											
9	Customer Charge								$ 18.27		
10	Consumption Charge	44.9	CCF	X	$	0.33076	=		14.85		
11	Rider GCA	44.9	CCF	X	$	0.47208	=		21.20		
12	Subtotal								$ 54.32		
13	Rider FF & Rider TAX	$ 54.32				5.84%	=		3.17		
14	Total								$ 57.49	$ 3.36	6.21%
15											
16	**COMMERCIAL**										
17	Customer Charge							$ 51.61			
18	Consumption Charge	213.4	CCF	X	$	0.16312	=	34.81			
19	Rider GCA	213.4	CCF	X	$	0.47208	=	100.74			
20	Subtotal							$ 187.16			
21	Rider FF & Rider TAX	$ 187.16		X		5.84%	=	10.93			
22	Total							$ 198.10			
23											
24	Customer Charge								$ 57.08		
25	Consumption Charge	213.4	CCF	X	$	0.18234	=		38.91		
26	Rider GCA	213.4	CCF	X	$	0.47208	=		100.74		
27	Subtotal								$ 196.73		
28	Rider FF & Rider TAX	$ 196.73				5.84%	=		11.49		
29	Total								$ 208.23	$ 10.13	5.11%
30											

ATMOS ENERGY CORPORATION
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON
TEST YEAR ENDING DECEMBER 31, 2021

Line No.	Description							Current	Proposed	Change Amount	Change Percent
		(a)						(b)	(c)	(d)	(e)
31	**INDUSTRIAL**										
32	Customer Charge							$ 530.85			
33	Consumption Charge	3,835.8	CCF	X	$	0.10081	=	386.69			
34	Rider GCA	3,835.8	CCF	X	$	0.47208	=	1,810.82			
35	Subtotal							$ 2,728.35			
36	Rider FF & Rider TAX		$ 2,728.35	X		5.84%	=	159.37			
37	Total							$ 2,887.73			
38											
39	Customer Charge								$ 616.30		
40	Consumption Charge	3,835.8	CCF	X	$	0.10802	=		414.34		
41	Rider GCA	3,835.8	CCF	X	$	0.47208	=		1,810.82		
42	Subtotal								$ 2,841.46		
43	Rider FF & Rider TAX		$ 2,841.46			5.84%	=		165.98		
44	Total								$ 3,007.44	$ 119.71	4.15%
45											
46	**TRANSPORTATION**										
47	Customer Charge							$ 530.85			
48	Consumption Charge	22,773.5	CCF	X	$	0.10081	=	2,295.80			
49	Rider GCA (1)	22,773.5	CCF	X	$	-	=	-			
50	Subtotal							$ 2,826.65			
51	Rider FF & Rider TAX		$ 2,826.65	X		5.84%	=	165.12			
52	Total							$ 2,991.76			
53											
54	Customer Charge								$ 616.30		
55	Consumption Charge	22,773.5	CCF	X	$	0.10802	=		2,459.99		
56	Rider GCA (1)	22,773.5	CCF	X	$	-	=		-		
57	Subtotal								$ 3,076.29		
58	Rider FF & Rider TAX		$ 3,076.29			5.84%	=		179.70		
59	Total								$ 3,255.99	$ 264.23	8.83%
60											

ATMOS ENERGY CORPORATION
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON
TEST YEAR ENDING DECEMBER 31, 2021

Line No.	Description							Current	Proposed	Change Amount	Change Percent
	(a)							(b)	(c)	(d)	(e)
61	**PUBLIC AUTHORITY**										
62	Customer Charge							$ 145.17			
63	Consumption Charge	594.3	CCF	X	$	0.14227	=	84.55			
64	Rider GCA	594.3	CCF	X	$	0.47208	=	280.56			
65	Subtotal							$ 510.28			
66	Rider FF & Rider TAX	$ 510.28		X		5.84%	=	29.81			
67	Total							$ 540.09			
68											
69	Customer Charge								$ 159.26		
70	Consumption Charge	594.3	CCF	X	$	0.15885	=		94.40		
71	Rider GCA	594.3	CCF	X	$	0.47208	=		280.56		
72	Subtotal								$ 534.22		
73	Rider FF & Rider TAX	$ 534.22				5.84%	=		31.21		
74	Total								$ 565.43	$ 25.34	4.69%
75											
76	Note:										
77	1. Rider GCA does not apply to the Transportation Tariff. Therefore, the GCA Rate has been set to zero.										

Guided by SAFETY

2022 RRM FILING

ATMOS energy

West Texas Division Highlights

In 2021, Atmos Energy spent more than $133 million in capital expenditures in the West Texas Division, and more than 85% was spent to enhance the safety and reliability of our natural gas system.

This investment in system modernization also reduces our environmental impact. Our goal of reducing methane emissions by 50 percent from 2017 to 2035 is essential to our environmental commitment.

Atmos Energy submitted a RRM (Rate Review Mechanism) filing to the West Texas Cities Coalition on April 1, 2022 requesting an increase in annual revenues of approximately $8.7 million. This requested increase does not include the recovery of natural gas costs related to the winter weather event of February 2021 that were approved for securitization in Docket Case No. 00007061.

DRIVERS BEHIND OUR $8.7M FILING

80
Miles of steel replaced

4.8k
Steel service lines replaced

96.6k
Lines located

359
Hazardous leaks caused by excavation damage

5.6k
Miles surveyed

FUELING SAFE AND THRIVING COMMUNITIES

In partnership with hundreds of organizations, Atmos Energy's Fueling Safe and Thriving Communities outreach benefits school districts, nonprofits, after school programs, and food banks to everything from backpacks and laptops to nutritious breakfasts and books that help early childhood learners read on level by third grade. Vulnerable households also have access to funds through local energy assistance agencies that provide support with utility bills, weatherization, customer natural gas line repairs, and natural gas appliance repairs and replacements.

In 2021, Atmos Energy contributed approximately $1.1million to community partners in the West Texas Division.

Our Customer Bill

The average residential customer will see an increase of $4.39 per month.

The average commercial customer will see an increase of $13.25 per month.

2022 Timeline

From January 2021 and December 2021, more than $133 million was spent to further increase the safety and reliability of our natural gas system.

APRIL 1

Atmos Energy files the RRM.

MAY 16

Customers receive notice of the RRM filing.

AUGUST

Settlement discussions.

SEPTEMBER

RRM is presented to West Texas Cities Coalition City Councils for approval.

OCTOBER 1

Rates implemented.

RRM FAQs

WHY IS ATMOS ENERGY ASKING FOR A RATE ADJUSTMENT?

Current rates don't allow us to recover our spending on safety and modernization. The rates we charge customers – coupled with investor and creditor capital – allow us to enhance the safety and reliability of our natural gas system through pipeline replacement and system modernization. We are requesting an increase in annual revenue of $8.7 million to help recover more than $133 million of capital spent from January 2021 through December 2021.

WHAT ROLE DOES THE CITY PLAY IN SETTING NATURAL GAS RATES?

The City Council reviews the rates we charge our customers in their cities. In Texas, cities have original jurisdiction over natural gas rates. In order to recover costs after they've been spent, natural gas utilities must file directly with the cities for approval to adjust rates. The Railroad Commission of Texas is the regulatory body for natural gas companies in Texas, with appellate jurisdiction over cities and jurisdiction over areas outside of city limits.

WHAT IS THE RRM?

The Rate Review Mechanism (RRM) is a fully transparent annual review of the rates we charge our customers in the West Texas Division. This mechanism was developed by the West Texas Cities Coalition and Atmos Energy to ensure all of our spending is reviewed annually. It takes into consideration precedent decided by the Railroad Commission of Texas and outlines specific factors such as return on equity, capital structure and other administrative items, reducing the need for costly litigation that is ultimately borne by our customers.

WHAT IS A CAPITAL EXPENDITURE?

Capital Expenditures are the costs associated with enhancing the safety and reliability of our natural gas system. Just like highways, bridges and other utility lines across the country, natural gas pipelines must be modernized over time. The associated costs, or capital expenditures, primarily include pipe replacement and repair, service line replacement, growth and fortification of the natural gas distribution system and overall pipeline integrity.

Parkhill

August 4, 2022

Mr. Shane Bowles, PE
Public Works Director
City of Big Spring
310 Nolan Street
Big Spring, TX 79720

Re: 1642.22 City of Big Spring/Howard County Big Sandy Draw Landfill Litter Fence
Recommendation for Award of Construction Contract

Dear Mr. Bowles:

We reviewed the one bid for the noted project received August 3, 2022 and determined that the bid was submitted in accordance with guidelines established in the bid documents as well as procedures adopted by the City of Big Spring. Bid was determined tabulated properly and are consistent with figures recorded during the bid opening. Enclosed is a detailed bid tabulation form for reference.

We recommend the Construction Contract for the City of Big Spring/Howard County Big Sandy Draw Landfill Litter Fence project be awarded to Containment Systems LLC, including all Base Bid Proposal items for **total Contract amount of $138,505.00**.

For anything further, please contact me directly at 806.473.3656 or tkrueger@parkhill.com.

Sincerely,

PARKHILL

By _____
Tyler S. Krueger, PE
Project Manager

TSK/pg
Enclosures

Parkhill

Big Spring Texas

Big Sandy Draw Landfill Litter Fence Installation

City of Big Spring / Howard County

August 3, 2022

2:00 PM

				Containment Systems LLC 36200 Oakdale Road Birmingham, AL 35223	
	BASE BID				
Item No.	**Description**	**Quantity**	**Unit**	**Unit Price**	**Amount**
1	Mobilization (5% Max)	1	LS	$6,925.00	$6,925.00
2	Litter Fence	1,500	LF	$87.72	$131,580.00
	TOTAL				**$138,505.00**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, REPEALING CITY COUNCIL RESOLUTION 003-2016 WHICH SET THE GOAL OF ENDING THE EUTHANIZATION OF HOMELESS PETS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City Council finds it necessary to proceeds as follows.

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

SECTION 1. Resolution 003-2016 is hereby repealed in its entirety.

~~The City of Big Spring City Council hereby adopts the goal of ending the euthanization of homeless pets in the City of Big Spring's animal shelter by January 1, 2017.~~

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **23RD** day of **August**, **2022** with all members of the Council 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 **13th** day of **September**, **2022** with all members of the Council voting "aye" for the passage of same.

ATTEST: _____
Robert H. Moore, III, Mayor

_____
Tami L. Davis, City Secretary

ORDINANCE NO._____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING THE ORDINANCE ESTABLISHING THE ANIMAL RESCUE COMMITTEE TO EXCLUDE FROM THE COMMITTEE'S RESPONSIBILITY PROVIDING ASSISTANCE TO THE CITY IN BECOMING A NO-KILL SHELTER; AND AMENDING VARIOUS SECTIONS OF CHAPTER 8 "ANIMALS" TO BALANCE A POLICY FAVORING ADOPTION AND PLACEMENT OF ANIMALS INTO PERMANENT HOMES WHERE POSSIBLE WITH A POLICY OF PROTECTING PUBLIC SAFETY BY MAINTAINING SAFE AND ADEQUATE SPACE AT THE ANIMAL SHELTER, TO PROMOTE MICROCHIPPING AND OTHER IDENTIFICATION METHODS OF ANIMALS, AND AMENDING AND REPEALING VARIOUS SECTIONS FOR CLARITY; AND STATING THE SENSE OF CITY COUNCIL ON EXPANDING PUBLIC ACCESS TO THE ANIMAL SHELTER, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City does not license dogs or cats; and

WHEREAS, the City intends to protect the rights of persons under the due process of law and the due course of law in redeeming their dogs and cats that were impounded by animal control;

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

SECTION 1. Big Spring City Code, Chapter 2 entitled "Administration," Article VII entitled "Boards and Commissions," Section 2-308 entitled "Duties of the committee," is hereby amended as follows:

Sec. 2-308.- Duties of the Committee.

The committee shall be charged with organizing quarterly public awareness events, working with animal rescue organizations to facilitate adoptions from the city animal shelter, using social media (or other means) to increase exposure of animals in need of adoption, recruiting qualified volunteers to assist the city in areas relating to animals in need of adoption ~~and animal control, assisting the city in its goal to become a no-kill shelter,~~ promoting low-cost spay and neuter programs, acting as public relations liaison between the public and city officials to advance the common interest of animal welfare issues and reconcile public concerns, and review and make recommendations to the city council in an advisory capacity on matters concerning the adoption of animals.

SECTION 2. Big Spring City Code, Chapter 8 entitled "Animals," Article I entitled "In General," Section 8-1 entitled "Definitions," is hereby partially amended as follows:

…
Animal rescuer ~~means a person associated with an organization specializing in the rescue of animals or an organization specializing in the rescue of animals that is approved by the ACD and receives an animal for rehabilitation.~~ See humane organization.
…
Humane organization means any not-for-profit organization that rescues and places animals into permanent homes. Humane organization does not include an entity that breeds animals; or in exchange for payment or compensation, obtains any dog or cat from a person who either breeds dogs or cats or facilitates the sale of dogs or cats that were obtained from a person who breeds dogs or cats.
…

SECTION 3. Big Spring City Code, Chapter 8 entitled "Animals," Article III entitled "Dog and Cat Vaccination and Licensing," is hereby renamed as follows:

Article III. ~~Dog and Cat Vaccination and Licensing~~ Dog and Cat Vaccination.

SECTION 4. Big Spring City Code, Chapter 8 entitled "Animals," Article V entitled "Miscellaneous Regulations," Section 8-121, "Microchipping," is amended by adding a new subsection (c) to read in its entirety as follows:

Section 8-121. Microchipping.

(a) The ACD must microchip a dog or cat that has been impounded prior to releasing it in accordance with article IX of this chapter.

(b) An owner may voluntarily bring a dog or cat to the animal shelter to be microchipped upon paying the ~~applicable fees~~ Microchipping Fee.

(c) Within the limits of the budget and purchasing authority, the ACD, upon approval from the City Manager, may hold one or more events offering microchipping of dogs or cats to members of the public who pay the Microchipping Fee at the City's cost.

SECTION 5. Big Spring City Code, Chapter 8 entitled "Animals," Article V entitled "Miscellaneous Regulations," Section 8-126, "Abandoned Animals," is amended by adding a new subsection (e) to read in its entirety as follows:

…

(e) The ACD may refuse to accept a relinquished animal.

SECTION 6. Big Spring City Code, Chapter 8 entitled "Animals," Article IX entitled "Disposition of impounded Animals," Sections 8-249 entitled "Redemption and adoption of animals" and 8-250 entitled "Disposition of unclaimed animals" are hereby amended as follows, and Section 8-251 entitled "Adoption of Animals" is hereby adopted.

Sec. 8-249. - Redemption ~~and adoption~~ of animals, requirement of vaccination.

(a) Redemption. The owner or person authorized by the owner of any animal impounded under the provisions of this article may redeem, reclaim, and receive possession of such animal upon payment of the applicable fees and proof that ~~the person has previously had~~ the animal is vaccinated ~~and/or licensed~~. If such person cannot establish such proof, the animal may only be released if ~~adopted~~ vaccinated in accordance with this ~~article~~ chapter.

~~(b) Adoption. Any impounded animal that is not redeemed in accordance with this article may be adopted in accordance with the Texas Health and Safety Code and ACD policies.~~

Sec. 8-250. - Disposition of unclaimed animals.

(a) Each dog or cat impounded shall be kept for a minimum of five (5) days, unless earlier redeemed, except according to subsection (b).
(b) Each animal wearing an identification tag, or bearing a microchip or identification tattoo shall be kept for a minimum of fifteen (15) days, unless earlier redeemed. Immediately upon impounding such a dog or cat, the ACD shall make a reasonable effort to inform the owner or harborer of such animal so impounded of the conditions whereby the animal may be reclaimed, including by mailing a notice of impoundment, and by using any additional reasonable means.
(c) The ACD may accept advance deposit of fees payable to redeem or adopt an animal in the event that a required service cannot be performed on an animal until a later date.
(d) For a relinquished animal accepted by the ACD, title and sole ownership of the animal by the previous owner ceases and transfers to the City.
(e) For an animal past its redemption period, or an animal that has become the property of the City, ACD may place the animal for adoption through a humane organization. Upon the transfer of the animal, title and sole ownership of the animal by the City ceases and transfers to the humane organization.

~~Should any impounded animal not be redeemed, as provided in section 8-249, within 72 hours, or the owner of the animal signs a certificate of animal release and euthanasia form, the animal may be destroyed by the ACD in a manner approved by the American Humane Society. No animal wearing a license tag when impounded will be destroyed until 72 hours after the ACD notifies the license holder of record of such animal, by mailing to such person a notice of impoundment to the mailing address furnished to the city when the license was issued. At any~~

~~time after the expiration of the redemption period, the ACD may allow adoption of the animal so impounded by the first person tendering to the city any applicable adoption fees.~~

Sec. 8-251. – Adoption of Animals, Disposition.

(a) At any time after the expiration of the redemption period for an impounded animal, the ACD may allow adoption of the animal by the first person tendering to the city the applicable fees including adoption fees. Adoption results in the City divesting ownership of the animal from any previous owner and transferring ownership to the adopting person.

(b) The Chief of Police has discretion on whether to waive or reduce fees associated with adoption.

(c) The ACD may implement a program for fostering impounded animals that are past their redemption period. The program may include adoption and if an animal is adopted, title and sole ownership of the animal by the City ceases and transfers to the person adopting the animal.

(d) In the event that an animal impounded for forty-five (45) or more days is not adopted, fostered, or transferred to a humane organization, the ACD may humanely euthanize the impounded animal.

(e) In the event that insufficient space exists for newly impounded animals, and that an animal past its redemption period is not adopted, fostered, or transferred to a humane organization, the ACD may humanely euthanize the impounded animal.

SECTION 7. Big Spring City Code, Chapter 8 entitled "Animals," Article IX entitled "Disposition of impounded animals," Section 8-251 entitled "Disposition of unpermitted/unlicensed animals" is hereby repealed in its entirety:

Sec. 8-251. ~~Disposition of unpermitted/unlicensed animals.~~ Reserved.

~~If any animal required to be permitted and/or licensed is not permitted because of non-issuance or revocation of the permit and/or license after official notice, it must be humanely disposed of if it cannot be legally relocated under state law or this article, or it will be seized and disposed of by the ACD.~~

SECTION 8. Big Spring City Code, Chapter 8 entitled "Animals," Article IX entitled "Disposition of Impounded Animals," is amended by adding a new Section 8-252 entitled "Humane euthanization of sick, severely injured, or dangerous animals," to read in its entirety as follows:

Sec. 8-252. Humane euthanization of sick, severely injured, or dangerous animals

Any impounded animal which appears to be suffering from serious injury or disease and which is in great pain and suffering and probably will not recover or which appears to have an

infectious disease which is a danger to humans or to other animals in the opinion of the ACD or which, due to its extremely violent nature, poses a substantial risk of bodily harm to the safety of ACD staff, may be humanely euthanized at any time during its holding period. In the event such an animal is wearing an identification tag, an identification tattoo, or is microchipped, the ACD shall attempt to notify the owner by telephone before taking action.

NOTE* Language to be added appears underlined and language to be deleted is ~~stricken~~.

SECTION 9. It is the sense of City Council that in the budget for fiscal year 2022-23, the Animal Control Division should receive an additional budgeted position for a shelter worker instead of for a shelter manager. Furthermore, the following should be included in the budget: animal shelter facility improvements to facilitate public access to animals that may be adopted. It is the sense of City Council that the City Manager should by January 3, 2023 or when feasible expand access to the animal shelter for members of the public considering adoption to the hours of 10 am to 6:30 pm on business days, and 10 am to 2 pm on Saturdays other than holidays. The expanded operating hours will run through July 1, 2023, and unless action by Council--such as upon an evaluation of the program—decides differently, the decision on setting hours then will return to the discretion of the City Manager.

SECTION 10. Should any section, paragraph, sentence, clause, phrase, or word of this ordinance be declared unconstitutional or invalid for any purpose, the reminder of this ordinance shall not be affected thereby.

SECTION 11. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 12. This Ordinance shall take effect immediately after passage in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **23rd** day of **August**, **2022** with all members of the Council 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 **13th** day of **September**, **2022** with all members of the Council voting "aye" for the passage of same.

_____
Robert H. Moore, III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

VOLUNTARY COLLECTION AGREEMENT

THIS VOLUNTARY COLLECTION AGREEMENT ("Agreement") is dated _____, 2022 and is between HOMEAWAY.COM, INC., a Delaware corporation ("HomeAway"), and the CITY OF BIG SPRING, TEXAS (“City”). Each party may be referred to individually as a "Party" and collectively as the "Parties.”

HomeAway and its subsidiaries operate an internet-based platform that allows homeowners ("Homeowners") to advertise the availability of their properties to travelers ("Guests") seeking accommodations through Vrbo.com (“HomeAway Platform”).

HomeAway and the City enter into this Agreement voluntarily in order to facilitate the collection and remittance of the City’s hotel occupancy tax imposed under Chapter 32 of the City’s Code (the “Code”) (the “Tax”) by Homeowners and Guests on the HomeAway Platform for occupancy of accommodations located in the City in accordance with this Agreement as follows:

1. With respect to any transaction between a Homeowner and a Guest booked on and for which payment is completed on the HomeAway Platform for accommodations for which Tax is due (“Booking Transaction”), and during the period in which this Agreement is in effect (as defined below), and solely pursuant to the terms and conditions of this Agreement, HomeAway agrees to collect and remit the Tax.

2. The Tax shall be collected and remitted at the applicable rate by HomeAway based upon the entire amount charged by the Homeowner in connection with the Booking Transaction, including but not limited to the following fees charged by a Homeowner: rental fee, service fee, booking fee, cleaning fee, property damage fee, and any other use-related fee; but excluding refundable damage deposits. HomeAway shall file returns on the form and in the time and manner described in the Code or as agreed between the parties in writing.

3. HomeAway agrees to commence collecting the Tax starting on October 1, 2022 (the "Effective Date") and remitting any Tax collected in the time and manner described in the Code. For the avoidance of doubt, this Agreement to collect shall not extend to any period or transaction prior to the Effective Date or after the termination of this Agreement, or to any user's transaction completed through any means, method or platform other than the HomeAway Platform.

4. On a prospective basis upon the Effective Date of this Agreement, and during any period in which this Agreement is in effect, in accordance with the terms of this Agreement, HomeAway agrees contractually to assume liability for any failure to report, collect, and/or remit the correct amount of the Tax for any Booking Transaction, including, but not limited to, penalties and interest, lawfully and properly imposed in compliance with law. Nothing contained herein nor any action taken pursuant to this Agreement, including but not limited to the collection or remittance of the Tax, shall impair, restrict, or prevent HomeAway from asserting that any Tax and/or penalties, interest, fines, or other amounts assessed against it were

not due or are the subject of a claim for refund under applicable law, or from enforcing any and all rights accorded to it pursuant to law.

5. During any period in which this Agreement is in effect, and without waiving any audit rights provided to the City, with respect to any transaction for which the Tax is due and paid pursuant to this Agreement, the City agrees to audit HomeAway in the manner provided in the Tax, except that: (a) HomeAway will not be required on the basis of this Agreement to disclose the Homeowner or Guest name or property address at issue; and (b) the City shall not, directly or indirectly, audit any individual Guest or Homeowner relating to such. Nothing in this paragraph prevents the City from auditing an individual who (or entity that) happens to be a Homeowner based upon transactions that the City learns of independently.

6. Upon the City's request in connection with an audit, HomeAway shall submit all applicable transaction data based on reservation ID, or other type of transaction ID, as maintained by HomeAway in its ordinary course of business. The Parties agree that HomeAway is not required, on the basis of this Agreement, to produce any Homeowner or Guest name or address relating to any transaction in connection with an audit or otherwise, except pursuant to a lawfully issued subpoena.

7. During any period in which this Agreement is in effect, and on the condition that HomeAway is in compliance with its obligations under this Agreement, and solely with respect to Booking Transactions, said Homeowner shall not be required to individually register with the City to collect, remit and report the Tax. However, nothing in this Agreement shall relieve Guests or Homeowners from any responsibilities with respect to the Tax, including, without limitation, any obligation to register with the City or to collect, remit, and report the Tax for transactions completed through any other means, method, device, or platform, or restrict the City from investigating or enforcing any provision of applicable law against any such person or entity for any occupancy arranged directly or indirectly through any other means.

8. The City agrees, for the purpose of facilitating this Agreement, that it shall not make any assessment, supplemental assessment, or claim for the Tax as to HomeAway for any period prior to the Effective Date of this Agreement; and it releases and discharges any claims against HomeAway (and its present or former: successors, direct or indirect members, parents, subsidiaries, affiliates, agents, legal representatives, insurers, employees, officers, directors and shareholders) from any and all past, present, or future assessments, causes of action, claims, demands, expenses, damages, or losses, of whatever kind or nature, known or unknown, asserted or unasserted, in law or equity, whether statutory or common law, which existed, accrued, or arose related to the Tax for the period preceding the Effective Date of this Agreement.

9. Any and all tax returns, information, data, records or documents provided to the City in connection with this Agreement, including but not limited to any audit, shall be deemed confidential and shall not be shared with any third party, including but not limited to any other governmental agency or any other jurisdiction.

10. This Agreement is solely for the purpose of facilitating the administration and collection of the Tax due for Booking Transactions. It is expressly understood and agreed by the Parties that neither Party has made any concessions regarding the merits of its respective positions nor

the merits of the other Party's positions with respect to the collection of the Tax addressed in this Agreement.

11. The City agrees to work with HomeAway to answer any questions received from Homeowners and the public about HomeAway's tax collection and remittance process under this Agreement. If requested by the City, HomeAway will provide information to the City to be used by the City to answer questions from Homeowners, travelers and others.

12. No modification of this Agreement shall be effective unless in writing and signed by both parties.

13. This Agreement may be terminated by HomeAway or the City upon 30 days' written notification to the other Party. Any termination under this Paragraph shall not affect the duty of HomeAway to remit to the City any Tax collected from Guests up through and including the effective date of termination of this Agreement, even if not remitted by HomeAway to the City as of the date of termination.

14. This Agreement, and all claims or causes of action (whether in contract, implied contract, tort, equity or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Texas, including its statutes of limitations. Any such claim or cause of action shall be exclusively filed and adjudicated in state courts sitting in Howard County, Texas. Venue shall be and is convenient in Howard County, Texas. Appellate jurisdiction shall be exclusively through the state appellate courts of Texas and the Supreme Court of the United States. For any such claim or cause of action, the parties consent and submit to the personal jurisdiction of the courts of the State of Texas.

15. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, and understandings with respect thereto.

16. The Parties represent and warrant that they each have the legal authority to enter this Agreement, that the person executing the Agreement of behalf of either Party is authorized to do so, and that the Agreement shall be binding and enforceable when duly executed and delivered by each Party.

17. This Agreement is executed in two (2) counterparts, each of which shall be deemed an original.

18. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

19. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party which consent shall not be unreasonably withheld. Notwithstanding the foregoing, HomeAway may assign this Agreement in its entirety without the City's consent in connection with a merger, acquisition,

corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement and all Tax and all other sums due at the time of the attempted assignment have been paid in full. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

20. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing, postage prepaid; or (iii) the second business day after sending by overnight mail, by facsimile with telephonic confirmation of receipt, or by email. Notices shall be addressed to the attention of the following persons, provided each Party may modify the authorized recipients by providing written notice to the other Party:

To HomeAway: HomeAway.com, Inc.
Attn: Tom Pucci
1111 Expedia Group Way, West
Seattle, WA 98119
Email: tpucci@expediagroup.com

With a copy to: HomeAway.com, Inc.
Attn: Christy Vernor
11920 Alterra Pkwy
Austin, TX 78758
Email: cvernor@expediagroup.com

To the City: City of Big Spring
Attn: Todd Darden
310 Nolan Street
Big Spring, Texas 79720

CITY OF BIG SPRING, TEXAS

By:_____

_____ day of _____, 2022

HOMEAWAY.COM, INC., a Delaware corporation

By:_____
Tom Pucci

_____ day of _____, 2022

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-25043-2
Date: 4/29/2022 4:05 PM
Expires On: 7/28/2022
Product: CivicEngage

Client:
Big Spring TX - CivicEngage

Bill To:
Big Spring TX - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Holly Brown	x	hbrown@civicplus.com		Net 30

CivicEngage - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicEngage Central CivicPlus Mobile Base App (CivicMobile Client)	Proprietary CP Mobile app shell, API management	Renewable	USD 863.42
1.00	CivicPlus Mobile Migration Implementation - CivicEngage Central	Configure, build and deploy iOS/Android apps with customized assets	One-time	USD 800.00
1.00	CivicPlus Mobile - CivicEngage Central	A CivicEngage Central integration, which includes standard mobile relevant modules	Renewable	USD 575.62
Total Investment - Year 1				USD 2,239.04
Annual Recurring Services - Year 2				USD 3,090.00

Total Days of Quote:176

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the Big Spring TX - CivicEngage Statement of Work signed by and between the Parties (“the Agreement”). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

2. Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Recurring Services) upon signing and submission of this SOW. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client’s current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

3. Each year this SOW is in effect, a technology investment and benefit fee, as agreed to in the Agreement, will be applied to the Annual Recurring Services subscription fee.

4. Client is responsible for the registration and account management of Client’s Apple App Store app distribution platform. CivicPlus may manage the Google Play distribution platform. CivicPlus, in its sole discretion, may transfer management and ownership responsibilities of any mobile app platform used by Client after providing thirty (30) days’ written notice of such change.

5. If Client desires to use the App Store, the Client is responsible for the set up the Apple Developer Account as follows:
    a. Set up an Apple Developer Account
    b. Identify CivicPlus and OneBlink as a developer on the account
    c. Work with CivicPlus Implementation team to customize the App Store descriptions, settings and content.
    d. Work with CivicPlus Implementation team to update the App Store descriptions, settings and content.
    e. If the Client identifies as a non-profit organization, Apple will waive the annual fee. However, if Client is identified as a for-profit organization and must pay the annual fee, they payment must be set up to auto-renew. CivicPlus shall not manage the Client account. CivicPlus shall only use the Client’s Apple Developer Account to deploy the Client’s CP Mobile App.
    f. If the Client receives emails or requests from Apple regarding the Client’s Apple Developer Account, it is the client’s responsibility to respond directly to Apple. In the event the communication specifically involves the deployment of the CP Mobile App, Client shall immediately forward such communication to CivicPlus to ensure the CP Mobile App remains live and up-to-date.

6. Client represents that it has all intellectual property rights in any Client data and content to be added to the CP Mobile App, and where the Client is unsure, it is Client’s responsibility to seek the permission of the data and/or content owner.

7. Client understands that the hosting for the CP Mobile App is provided by the app distribution platform and not CivicPlus. CivicPlus shall not be liable for any downtime of Client’s CP Mobile App.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement terms and conditions

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ ]

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

Memorandum

Date: 08/19/2022

From: Sandy Smith, Finance Director

To: Mayor and City Council

Re: Contract with County Tax Assessor

The Agreement for the Assessment and Collection of Taxes is an annual agreement that is signed by each taxing entity. The County provides the services of tax assessment and collection on our behalf.

AGREEMENT FOR THE ASSESSMENT AND COLLECTION OF TAXES

STATE OF TEXAS :

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HOWARD :

This agreement entered into this _____ day of _____, 20___, by and between Big Spring Independent School District (hereinafter referred to as BSISD), City of Big Spring (hereinafter referred to as City), Howard County Junior College District (hereinafter referred to as College), Forsan Independent School District (hereinafter referred to as FISD), Coahoma Independent School District (hereinafter referred to as CISD), and the County of Howard (hereinafter referred to as the County), all of Howard County, Texas.

WHEREAS BSISD, City, College, FISD, and CISD are Taxing Units (hereinafter sometimes referred to as Taxing Units) located within the "County" and

WHEREAS BSISD, City, College, FISD, and CISD are desirous of contracting with the County to provide all services necessary for the assessment and collection of property taxes for the Taxing Units; and

WHEREAS, the County is able and willing to perform said tax assessment and collection services and is desirous of contracting with the Taxing Units to provide said services;

NOW THEREFORE, the parties hereto agree as follows:

A.

The County, acting by and through its duly authorized officers, does hereby agree to perform all tax assessment and collection services pursuant to Chapters 26, 31, 32, 33, and 34 of the Property Tax Code for the Benefit of the Taxing Units for the term of this agreement save and except those functions which must be performed by each Taxing Units' governing body.

B.

1. The term of this agreement shall be for a period of two years, beginning on the __1st__ day of October, 20___.

2. Any party to this agreement may terminate its interest in this agreement by giving at least 90 days written notice to the other parties.

3. Whenever notice of any kind is authorized or required to be made by one party or the other under the terms hereof, such notice shall be given by United States registered or certified mail, postage prepaid, return receipt requested and addressed to the other party as set out below, or to such other address as may hereafter be designated in writing:

COUNTY
County Judge
Howard County Courthouse
Big Spring, Texas 79720

BSISD
President
Big Spring Independent School District
Board of Trustees
Big Spring, Texas 79720

CITY
City Mayor
City of Big Spring

Big Spring, Texas 79720

COLLEGE
President
Howard County Junior College District
Board of Trustees
Big Spring, Texas 79720

FISD
President
Forsan Independent School District
Board of Trustees
Forsan, Texas 79733

CISD
President
Coahoma Independent School District
Board of Trustees
Coahoma, Texas 795ll

4. The County agrees to assume responsibility for the collection of all property taxes owing to each Taxing Unit, including:

a. Taxes assessed that have not become delinquent;
b. Delinquent Taxes;
c. Statutory penalty and interest associated with delinquent taxes.

County shall not accept payment of taxes for any single Tax Unit for any tax year unless County also proportionately collects taxes owed for that tax year to all Units for which County collects taxes. Provided, however notwithstanding the foregoing, if a taxpayer is unable to pay one time all delinquent taxes owed for a tax year to Taxing Units for which County collects taxes, County shall accept partial delinquent tax payments from that taxpayer and apportion such partial payment proportionately among all Taxing Units.

5. The County shall have the responsibility of promulgating and producing all notices, statements, and forms necessary for the provision of assessment and collection services.

6. The County shall have the responsibility of providing an attorney or attorneys for any and all legal representation that may become necessary for the effective collection of delinquent taxes owed to the Taxing Units. The County Tax Assessor-Collector and County Tax Assessor-Collector's deputies shall provide said attorney or attorneys with all records and assistance in a timely manner deemed necessary by said attorney(s) for collection of delinquent taxes. Each Taxing Unit shall pay its portion of the fees owed to such attorney, based upon the amount of delinquent taxes collected by the attorney for that Unit.

7. The County shall advise each Unit of all cases when investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

8. The Howard County Tax Assessor Collector shall annually calculate a tax rate for each Unit according to the provisions of Texas Property Tax Code Article 26.04. It is the intent and understanding of all parties to this contract that Texas Property Tax Code Article 26.04(c) confers a ministerial (clerical) duty upon the designated official, in this case, the Howard County Tax Assessor Collector that is, the Howard County Tax Assessor Collector shall calculate the tax rate without discretion, strictly in accordance with the instructions of each applicable Unit. It is the further intent and understanding of all parties to this contract that each respective Unit possesses the sole power to exercise its discretion under Section 26.04. Should injunctive relief be sought to stop the imposition of a particular year's tax plan, the Unit agrees to hold the county harmless for its action in preparing the Section 26.04 notice. Each Unit shall designate the office or employee who shall publish the tax rate and the other information required to be published by Article 26.04 of the Tax code.

9. Each year the County Tax Assessor Collector shall prepare a proposed budget for the operation of the County Tax Assessor Collector's office for the assessment and collection of taxes for the following fiscal year of the County (September 1 through August 31) and shall submit copies to each Taxing Unit before March 15. The Tax Assessor Collector shall include in the budget a list showing each proposed position, the proposed salary for the position, all the benefits proposed for the position, each proposed capital expenditure, and an estimate of the amount of the budget that will be allocated to each Taxing Unit.

10. a. The County commissioners shall hold a public hearing to consider the budget. The secretary of the County Commissioners shall deliver to the presiding officer of the governing body of each Taxing Unit for whom the County assesses and collects taxes, not later than the 10th day before the date of the hearing, a written notice of the date, time, and place fixed for the hearing. The County Commissioners shall complete their hearings, make any amendments to the proposed budget they desire, and finally approve a budget before June 15. If the governing body of any taxing entity objects to said budget, it shall adopt a resolution disapproving said budget and file the resolution with the secretary of the County Commissioner's prior to the County's final approval of same. Any new or amended budget shall also be subject to the foregoing approval procedure.

b. The County Commissioners may amend the approved budget at any time, but the secretary of the County Commissioners must deliver a written copy of a proposed amendment to the presiding officer of each governing body for whom the County assesses and collects taxes not later than the 30th day before the date County Commissioners act on it.

11. Each Taxing Unit for whom the County assesses and collects taxes, including Howard County, is allocated and will bear a portion of the Tax Assessor Collector's budget.

Fifty percent (50%) of the Tax Assessor collector's budget shall be allocated among the Taxing Units in the proportion that each Taxing Unit's total dollar amount of property taxes imposed in the county for the tax year in which the budget proposal is prepared, bears to the total dollar amount of property taxes imposed in the County by all Taxing Units for whom the County assesses and collects taxes for that year.

Fifty percent (50%) of the Tax Assessor Collector's budget shall be allocated among the Taxing Units in the proportion that the number of parcels in the County upon which each Taxing Unit imposes property taxes for the tax year in which the budget proposal is prepared, bears to the aggregate number of parcels in the County upon which all Taxing Units impose property taxes for the year.

In other words, fifty percent (50%) of the Tax Assessor Collector's budget shall be allocated on a tax dollar basis and fifty percent (50%) on a tax parcel basis.

12. a. Each Taxing Unit shall pay its allocation in twelve equal payments to be made at the end of each calendar month and first payment shall be made before November 1 of the year in which the budget takes effect. A payment is delinquent if not paid on the date it is due. A delinquent payment incurs a penalty of 5 percent (5%) of the amount of the payment and accrues interest at an annual rate of 10 percent (10%). If the budget is amended, any change in the amount of a Unit's allocation is apportioned among the payments remaining.

b. Payments shall be made to a depository designated by the County Commissioners.

13. Notwithstanding the foregoing allocation and payments, within sixty (60) days of the end of each contract year (the contract year is the period from October 1 through September 30) the County shall re-calculate costs for assessing and collecting taxes on the following basis and shall furnish a written copy of the re-calculation and the audit described below to each Tax Unit.

a. Each Taxing Unit for whom the County assesses and collects taxes, including Howard County, shall be allocated a portion of the amount of actual audited expenditures (based on an audit performed by an independent auditor who is a C.P.A.) to assess and collect taxes for the County's budget year ending just before the end of said contract year equal to the proportion that the total dollar amount of all property taxes, including penalty and interest, for all tax years actually collected during the contract year by the County for the Unit bears to the sum of the total dollar amount of all property taxes, including penalty and interest, for all tax years actually collected during the contract year by the County for all Taxing Units for whom the County assessed and collects taxes.

b. If any Tax Unit's portion of the expenditures, as determined under Paragraph 13A, is less than the payment already made by that Tax Unit pursuant to Paragraph 12 above, then the County shall refund the difference to that Tax Unit within ten (10) days of computing and allocation in Paragraph 12; if any Tax Units' portion of the expenditures, as determined under Paragraph 12a, is more than said payment, then that Tax Unit shall pay the difference to County within ten (10) days after that Tax Unit receives from County a written copy of said reallocation.

14. The County agrees to remit to each Tax Unit the tax monies collected between October 1 and February 15 by the County on behalf of the Unit within ten (10) working days of the day on which said taxes monies are collected.

Between February 16 and September 30 remittance shall be made within two (2) working days of the day on which said tax monies are collected. All tax monies collected by the County on behalf of the Unit shall be deposited on a daily basis in the County's interest bearing account as provided by the County's depository. To reduce collection fees cost, interest earned on said account will be paid to County and applied to the expenses of the Tax Assessor Collector's office. Reports of collections made in the months of October through January shall be on the twenty-fifth (25th) day of the month following the month that is the subject of the report. Reports of collections made in all other months are due on the fifteenth (15th) day of the month following the month that is the subject of the report, as required by Section 31.10(a) of the Property Tax Code. The County shall prepare and submit to each Unit an annual report made under oath accounting for all tax monies of each Unit collected or delinquent on property tax by each Unit during the preceding twelve (12) month period. Annual reports shall be due on the sixteenth (16th) day following the last day of each Unit's fiscal year, as required by Section 31.10(b) of the Property Tax Code.

15. County understands and agrees that Taxing Units are relying on the County's covenant herein to remit all tax monies to the Units on a timely basis and that the Tax Units would not enter into this contract without said covenants. If County fails to remit any tax monies to the Units within the time limits specified above, then County shall pay to the respective Unit as compensation and difference between the interest each Unit could have earned on said tax monies if said tax monies had been remitted to the invested by such Unit within the time limits specified above and any interest paid to such Unit pursuant to Paragraph 14 above.

The interest that such Unit could have earned shall be deemed to be the interest that the Unit could have earned on said tax monies at the highest rate of interest provided in such Unit's contract with its depository.

16. In addition to any other reports and records which county is herein required to furnish Units and any other notices County is required to prepare and mail, County shall furnish each respective Unit at the time shown on Exhibits A, the reports and prepare and mail the notices shown on Exhibit A which is attached hereto and incorporated by reference as if repeated verbatim.

17. At the request of any person, the County Tax Assessor Collector shall issue a tax certificate showing the amount of delinquent taxes, penalties, and interest due a Taxing Unit which is a party to this contract on a property according the Unit's current tax records. The collector shall charge a fee of $10.00 for each certificate issued. Provided, however, the collector shall be authorized to issue one combined certificate. Fees shall be retained by the County to help defray collection fees.

18. Bonds in the amount set by each Taxing Unit will be furnished by each representative Unit. Said bonds shall cover the County Tax Assessor Collector and all deputies and shall comply with the provision of 6.29 of the Texas Property Tax Code. The premium for each bond shall be budgeted and said by each entity to which the bond is payable. The County Tax Assessor Collector shall adopt and follow strict internal controls in carrying out the provisions of this contract.

19. The County Tax Assessor Collector shall prepare and mail annual tax statements by October 1 or as soon thereafter as practicable, but in any event no later than October 15.

20. Each party to this agreement shall appoint at least one elected or administrative official to serve on an unofficial "Tax Liaison Committee" which shall meet from time to time (approximately quarterly) to receive periodic reports from the Howard County Tax Assessor Collector and the delinquent tax attorney(s) and to relay the

information gained at such meetings to their respective governing bodies. All items regarding this contract requiring input from the Taxing Units shall be presented to this committee and then referred to each Taxing Unit's governing body for consideration.

21. The Units and the County all understand and agree that this agreement constitutes the entire agreement between the parties and shall not be amended or modified by written instrument signed by all parties.

Executed this _____ day of _____, 20____.

ACCEPTED:

COUNTY OF HOWARD

By:_____
County Judge

ACCEPTED:

BIG SPRING INDEPENDENT SCHOOL DISTRICT

By:_____
President of the Board of Trustees

ACCEPTED:

CITY OF BIG SPRING

By:_____
Mayor

ACCEPTED:

HOWARD COUNTY JUNIOR COLLEGE DISTRICT

By:_____
President of the Board of Trustees

ACCEPTED:

FORSAN INDEPENDENT SCHOOL DISTRICT

By:_____
President of the Board of Trustees

ACCEPTED:

COAHOMA INDEPENDENT SCHOOL DISTRICT

By:_____
President of the Board of Trustees

EXHIBIT “A”

JOINT TAX COLLECTION

CONTRACT INFORMATION

BIG SPRING INDEPENDENT SCHOOL DISTRICT
FORSAN INDEPENDENT SCHOOL DISTRICT
AND COAHOMA INDEPENDENT SCHOOL DISTRICT

REPORTS AND/OR CALCULATIONS AND PROCEDURES REQUIRED OF THE TAX COLLECTION OFFICE

Annual Report of Property Values

Report to State Comptroller Regarding Bank Franchise Tax Information

Calculation of Effective Tax Rate

Monthly Report to Governing Bodies:

- Current Collections per month beginning each September
- Delinquent Collections per month
- Total Collections per month
- Percentage of roll collected with comparative data for comparable prior year monthly dates

Annual Report to Governing Bodies:

- Cumulative tax collection data for the year shown on the monthly report

Monthly Report to Administration:

- Year to date Recap reporting:
  - Each year outstanding taxes are owing
  - Original tax owing at beginning of year
  - Adjustments
  - Adjusted Tax
  - Taxes paid
  - Discounts
  - Penalty and interest
  - Costs
  - Collections
  - Uncollected Tax

Deposit information

Deposits should be made to either or both the General Fund (Local Maintenance) and/or interest and Sinking as required by law. Adequate deposit information should be supplied so that taxes can be properly credited to the records of each school district.

Other Reports and Procedures as may be required:

State and local requirements change periodically and these changes should be mutually accomplished between parties to the contract.

Report of Value Lost due to Freezes

Report for State Survey of Delinquent Property Taxes

Delinquent Tax Statement for all Tax Years Delinquent

Tax Assessor Collector shall present to each School Board on September 1 of each year, a printed, certified, current tax roll.

Immediately after June 30 of each year, the Tax Assessor Collector shall report to each School Board the amount of current taxes remaining unpaid and going to the delinquent tax roll. The Tax Assessor Collector shall update this report on August 31 of each year.

EXHIBIT “A”

JOINT TAX COLLECTION
HOWARD COUNTY JUNIOR COLLEGE DISTRICT

REPORTS, CALCULATIONS AND PROCEDURES REQUIRED OF THE TAX COLLECTION OFFICE

Monthly Reports:

Current collections each month
Delinquent collections each month
Collections of penalties, interest each month
Error listing each month
Adjustments to tax roll, including values affecting real and personal property
Supplemental adjustments (additions)

Quarterly Reports:

Outstanding delinquent taxes by year
Outstanding current taxes
Delinquent tax records in readable computer form, a minimum of four times a year or at the request of the College

Annual:

Cumulative tax collection data for the year as shown on the monthly report
Tax roll for each tax year prepared and submitted to the College within twenty (20) days or receiving notice of tax rate from College as provided in 26.09 of Texas Property Tax Code for approval, including taxpayer name, tax amount, appraisal value
Tax Code for approval, including taxpayer name, tax amount, appraised value
Calculation of effective tax rate as required by law
Delinquent tax statements for all tax years delinquent
Annual tax statements shall be prepared and mailed by October 1 each year but in any event no later than October 15
Other reports require by law or requested by Taxing Unit

EXHIBIT “A”

JOINT TAX COLLECTIONS

CITY OF BIG SPRING

REPORTS, CALCULATIONS AND PROCEDURES REQUIRED OF THE TAX COLLECTION OFFICE

Monthly Reports:

Current collections each month
Delinquent collections each month
Collections of penalties, interest each month
Error Listing each month
Adjustments to tax roll, including values affecting real and personal property
Supplemental adjustments (additions)

Quarterly Reports:

Outstanding delinquent taxes by year
Outstanding current taxes
Delinquent tax records in readable computer form, a minimum of four times a year at the request of the City

Daily:

Detail listing of collections on behalf of Taxing Unit, including account number, statement (receipt) number and amount of taxes paid

Annual:

Cumulative tax collections data for the year as shown on the monthly report
Tax roll each tax year prepared and submitted to City Council within twenty (20) days of receiving notice of tax rate from City as provided in 26.09 of Texas Property Tax Code for approval , including taxpayer name, tax amount, appraised value
Calculation of effective tax rate as required by law
Delinquent tax statements for all years delinquent
Annual tax statements shall be prepared and mailed by October 1 each year but in any event no later than October 15
Other reports required by law or requested by Taxing Unit

Membership Agreement between
Keep Texas Recycling, a program of Keep Texas Beautiful, and
"Seller"

This agreement is entered by and between the Keep Texas Beautiful ("KTB") and "Seller" as Parties. **The terms of this agreement will apply to the recyclable materials ("Recyclable Materials"), which are checked below:**

METAL

____ Aluminum Used Beverage Cans (UBC)
____ Steel/Tin Cans

PLASTICS

____ PET #1
____ HDPE #2 Natural
____ HDPE #2 Colored

PAPER

____ Corrugated (OCC)
____ Newspaper #9
____ High-grade SOP (Sorted Office Paper)
____ Mixed Paper (Catalogs, Phone Books, Magazines, Junk Mail)

The following is understood and agreed by both parties:

KTB, through its Keep Texas Recycling program (KTR), shall be the exclusive agent for "Seller" in the marketing and sale of the Recyclable Materials as indicated above. Monthly prices offered by KTB shall be based on an index amount defined by standard regional prices published in the first monthly issue of ***Recycling Manager, The RISI Fastmarkets, or other indices identified through contractual arrangements with the Recycling Contractor.*** The price of certain baled Recyclable Material will not drop below indicated floor prices during the life of the contract, as indicated in Appendix A. If volumes of plastic, paper or steel are sufficient for a direct mill load (42,000 lbs.), KTB may market those Recyclable Materials separately to receive the best prices. KTB will choose the vendor(s) who will offer the best prices and purchase the material, hereinafter referred to as "Recycling Contractor". In return for the marketing and sale of the "Seller"'s Recyclable Materials and other member services, KTB will receive ten (10%) percent of the total gross revenue received through the sale of any Recyclable Materials under this agreement.

"Seller" will be responsible for meeting standard contamination requirements, as described in Appendix A, in the collection of Recyclable Materials and for keeping all fiber Recyclable Materials (except corrugated cardboard) dry.

The parties agree the pickup point for Recyclable Materials shall be the "Seller" recycling center, located at 10311 Highway 146, Livingston, Texas 77351. KTB will be responsible for scheduling transportation for the selected Recyclable Materials from the designated pickup point by the Recycling Contractor(s). "Seller" will retain ownership of and liability for the Recyclable Materials until the Recyclable Materials are loaded on the Recycling Contrator's transport. Once loaded on the

Recycling Contractor's transport, the ownership of and liability for the Recyclable Materials will transfer to the Recycling Contractor.

"Seller" shall be under no obligation to meet production quotas or set delivery dates. However, when "Seller" accumulates Recyclable Materials in sufficient quantities that "Seller", in its sole discretion, deems necessary to sell, "Seller" will notify KTB one week before a desired pickup date. Pickups will be scheduled by KTB based on achieving full truck loads. Every effort will be made with the member through scheduling to avoid a negative revenue situation where the transportation costs exceed the revenue generated from the sale of Recyclable Materials. If the recyclables loaded from "Seller" do not constitute a full load KTB can organize a milk-run/2-stop pickup between two (2) participating KTR member locations within a 50-mile radius. The transportation cost will be shared proportionately between all KTR members whose recycling materials are being transported. If transportation costs are incurred which exceed the revenue from the sale of the Recyclable Materials, the responsibility for paying these costs shall be the responsibility of the relevant participating KTR members.

KTB shall reimburse "Seller" for the total revenue received from the sale of any Recyclable Materials under this agreement minus the above-referenced administrative fee and any previously agreed upon transportation and supply costs. The cost to "Seller" shall be calculated based on actual KTB transportation costs and the amount of Recyclable Materials loaded from "Seller" proportionate to the total truckload to be sold.

KTB will perform all negotiations regarding the above-referenced Recyclable Materials for "Seller" and shall pay "Seller" for said Recyclable Materials according to shipping/weight records and this agreement. Such payment shall be made to "Seller" within forty-five (45) days from the end of the month in which "Seller"'s Recyclable Materials were sold.

The term of this agreement shall be for two (2) years (the "initial term"). After the initial term, the agreement will continue from year to year. Either party may discontinue this agreement with thirty (30) days' written notice stating the reasons for cancellation.

The parties agree that KTB is undertaking obligations set forth in this agreement for, and on behalf of "Seller". "Seller" shall hold KTB harmless and indemnify KTB, to the extent permitted by law, against any and all claims, damages, demands, losses, or liabilities of any kind or nature, including but not limited to negligence, including all expenses of litigation, which KTB or its officers, agents, employees, or representatives may sustain or incur, or which may be imposed upon KTB because of, or arising out of or in any manner connected with action(s) attributed to "Seller".

KTB shall hold "Seller" harmless and indemnify "Seller", to the extent permitted by law, against any and all claims, damages, demands, losses, or liabilities of any kind or nature, including but not limited to negligence, including all expenses of litigation, which "Seller" or its officers, agents, employees, or representatives may sustain or incur, or which may be imposed upon "Seller" as a result of, or arising out of or in any manner connected with action(s) attributed to KTB.

Any amendments or changes to this agreement must be mutually agreed upon by both parties and must be in writing.

In the event KTB or "Seller" shall be prevented from collecting, receiving, transporting, selling or buying any Recyclable Materials, or in the event KTB or "Seller" shall be prevented from complying with the terms and conditions of this agreement due to governmental or administrative prohibitions,

labor difficulties, acts of God, acts of public enemy, riot, accidents, breakdown of equipment, weather conditions, disease, delivery interruptions or other causes beyond the control of KTB or "Seller" as the case may be, the party so prevented shall, upon notice to the other party, be thereafter released from its obligations hereunder so long as such causes continue.

Should the final judgment of a court in Polk County of competent jurisdiction invalidate any part of this agreement, the remaining parts of this agreement shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this agreement.

This agreement constitutes the entire agreement and understanding of the parties, it being understood that all other prior or contemporaneous agreements, negotiation memorandum, correspondence, and conversations between the parties hereto are terminated and superseded by this agreement. No subsequent modifications or amendments to this agreement shall be effective unless by written consent and signed by the parties.

Authorized representatives of the Parties hereby execute this agreement.

_____ _____

Name, Title **Date**
"Seller"

_____ _____

Suzanne Kho, Executive Director **Date**
Keep Texas Beautiful

Attached: Appendix A

"Seller" Contact Information:

_____
Name

_____
Phone/Fax#

_____
Address/Mailstop

_____
Email

KEEP TEXAS RECYCLING FACTS

Since 1994, Cooperative Teamwork and Recycling Assistance (CTRA) now Keep Texas Recycling (KTR), has helped rural & underserved communities in Texas recycle.

Awards & Honors:

- 2020 Texas Commission on Environmental Quality (TCEQ) Environmental Excellence Award winner
- 2017 National Recycling Coalition Outstanding Non-Profit Award

WHO is Keep Texas Recycling?

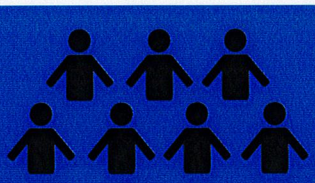
The only organization of its kind operating in Texas, KTR's mission is to promote and support the implementation of productive, cost-effective recycling programs in Texas - focusing on underserved rural communities.

KTR seeks and negotiates connections with end markets for recyclable commodities; 90% of revenue is passed on to members.

WHAT does KTR do?

- Provide technical assistance, training and recycling education.
- Assess logistical challenges like distance to market, volume, and end markets.
- Establish programs that can create revenue streams and jobs for members.
- Coordinate marketing and transportation for recyclable commodities.
- Seek, negotiate and maintain vendor contracts with brokers and/or intermediate buyers, ensuring the best pricing and prompt payments.
- Offer grant writing services & supporting data.
- Support partner organizations (e.g. State of Texas Alliance for Recycling).

Recycled >151,000 tons of materials

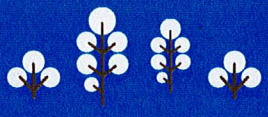


Gave recycling access to >517,000 Texans (inc. members that represent >120 public and >500 private entities)

Generated >$10.7 million in revenue for member communities

Saved >464,000 cubic yards of landfill space & >$5.2 million in landfill fees

Received >$650,000 in grant funding (from KTR grant writing services) to support member communities



Saved >2.5 million trees

Phone: 512.872.6630 · Email: rachel@ktb.org · Online: ktb.org/keeptexasrecycling