

CITY COUNCIL AGENDA

City of Big Spring
Tuesday, January 22, 2013

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, January 22, 2013, at 5:30 p.m. in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

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

Presentations & Public Hearings

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

Disposition of Minutes

2. Minutes of the Regular Meeting of January 8, 2013 5-8 Davis

Consent Items

3. Final Reading of an Ordinance Amending Chapter Eighteen of the City Code of Ordinances Entitled "Traffic," Article Three Entitled "Operation of Vehicles Generally" by Adding a New Section 18-78 Entitled "Racing and Exhibition of Acceleration" Making it Unlawful for Any Person to Race or Otherwise Cause a Motor Vehicle to Make a Rapid Start or Acceleration on a Roadway; Renumbering Affected Sections; Providing a Penalty; Providing for Severability; Providing for Publication and Providing an Effective Date 9-10 Darden
4. Acceptance of Convention and Visitors Bureau Committee Minutes for Meeting of October 3, 2012 11-12 Walker
5. Acceptance of Howard County Appraisal District Board of Directors Minutes for Meeting of December 12, 2012 13-14 Walker

Routine Business

6. Vouchers for 01/10/13 \$ 984,186.76 Olson
 Vouchers for 01/17/13 \$ 660,525.38

Bids

- | | | | |
|----|--|-------|--------|
| 7. | Award Bid for Lease Purchase Financing for Various Equipment and Authorizing the Mayor to Execute Any Necessary Documents | | Walker |
| 8. | Award Bid for Water Treatment Plant Upgrades “Contract A” and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | 15-17 | Darden |

New Business

- | | | | |
|-----|---|-------|----------|
| 9. | Presentation and Acceptance of Big Spring Police Department’s Annual Traffic Contact Report for 2012 | | Smith |
| 10. | Emergency Reading of an Ordinance Amending Chapter Three of the Code of Ordinances Entitled “Animals,” Article Nine Entitled “Livestock, Fowl and Swine,” Sections 3-49 through 3-51 by Providing a Limited Exception for Individuals Participating in an Educational Program to Keep or Maintain Livestock within the City; Providing for Severability; Providing an Effective Date | 18-20 | Sjogren |
| 11. | Emergency Reading of a Resolution Authorizing the City Manager to Execute Any Necessary Documents on Behalf of the City, Including a Juvenile Accountability Block Grant Waiver of Funds form in Order to Allow the City’s Allocation of Such Grant Funds from the Texas Criminal Justice Division to be Used by Lubbock County to Fund the Office of Dispute Resolution’s Juvenile Accountability Program, Providing an Effective Date | 21 | Fuqua |
| 12. | First Reading of an Ordinance Amending Chapter Nine of the Code of Ordinances Entitled “Fire Prevention” by Amending Section 9-1 in Order to Adopt the 2012 Edition of the International Code Council, Inc. Fire Code Along with Certain Amendments Thereto; Providing for Severability; Providing for a Penalty; Providing an Effective Date and Providing for Publication | 22-26 | Ferguson |
| 13. | Approval of an Agreement with Parkhill, Smith & Cooper for Professional Services for Renovation of the Sound and Lighting Systems in the City Auditorium and Authorizing the Mayor to Execute Any Necessary Documents | 27-33 | Darden |
| 14. | Approval of an Amendment to the Agreement by and Among the Colorado River Municipal Water District, the City of Big Spring, the City of Odessa, and the City of Snyder for Acquisition of Additional Water Sources in Limited Circumstances and Authorizing the Mayor to Execute Any Necessary Documents | | Sjogren |

15. Acceptance of Big Spring Economic Development Corporation Board of Directors Minutes for Regular Meeting of December 18, 2012 34-36 Fuqua

City Manager's Report

16. Projects Update Fuqua

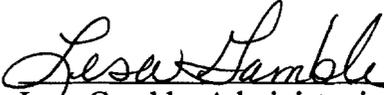
Council Input

17. Input Duncan

Executive Session

18. **Quarterly Update** - Executive Session with the Executive Director of the Big Spring Economic Development Corporation under the Provisions of Title 5, Texas Government Code, Section 551.087 to Discuss or Deliberate Commercial or Financial Information Concerning Entities that the City Seeks to have Locate, Stay, or Expand in or Near the City and with Which the City and Big Spring Economic Development Corporation are Conducting Economic Development Negotiations; and Under Title 5, Texas Government Code, Section 551.072 to Deliberate the Purchase, Exchange, Lease or Value of Real Property Duncan
19. Reconvene in Open Session and Take Any Necessary Action Duncan
20. Adjourn

I hereby certify that this agenda was posted on the official bulletin boards at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on Friday, January 18, 2013 at 5:00 p.m. In addition this agenda and supporting documents are posted on the City of Big Spring's website, www.mybigspring.com in accordance with legal requirements.



Lesa Gamble, Administrative Assistant

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

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

January _____, 2013 at _____ a.m./p.m. By: _____
City Secretary's Office

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

The City Council of the City of Big Spring, Texas, met in a regular meeting in the City Council Chambers located at 307 E. 4th, Big Spring, Texas, at 5:30 p.m., January 8, 2013, with the following members present:

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

Same and constituting a quorum; and

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

PRESENTATIONS & PUBLIC HEARINGS

INVOCATION & PLEDGE OF ALLEGIANCE

Sam Segundo, Family Faith Church, gave the invocation and Mayor Duncan led the Pledge of Allegiance to the American and State Flags.

DISPOSITION OF MINUTES

MINUTES OF THE REGULAR MEETING OF DECEMBER 11, 2012

Motion was made by Councilmember Boyd, seconded by Councilmember McDonald, with all members of the Council voting "aye" approving minutes of the regular meeting of December 11, 2012.

CONSENT ITEMS

FINAL READING OF A RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE PERMIAN BASIN REGIONAL PLANNING COMMISSION FOR THE REGIONAL SOLID WASTE GRANTS PROGRAM; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACT AS THE AUTHORIZED REPRESENTATIVE AND TO EXECUTE ANY NECESSARY DOCUMENTS

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

ROUTINE BUSINESS

Councilmember Carrigan reviewed the vouchers. Motion was made by Councilmember Carrigan, seconded by Councilmember Fernandez, with all members of the Council voting "aye" approving vouchers in the amount of \$865,476.97 (12/13/12), \$137,949.95 (12/20/12) and \$930,557.20 (01/03/13).

BIDS

PERMISSION TO ADVERTISE FOR LEASE PURCHASE FINANCING FOR VARIOUS EQUIPMENT

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Fernandez, with all members of the Council voting "aye" approving permission to advertise for Lease Purchase Financing for various equipment.

AWARD BID FOR (46) 3-YARD REFUSE CONTAINERS AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Carrigan, seconded by Councilmember Boyd, with all members of the Council voting "aye" awarding bid to Roll-Offs USA for (46) 3-yard refuse containers in the amount of \$21,573.00.

NEW BUSINESS

FIRST READING OF AN ORDINANCE AMENDING CHAPTER EIGHTEEN OF THE CITY CODE OF ORDINANCES ENTITLED "TRAFFIC," ARTICLE THREE ENTITLED "OPERATION OF VEHICLES GENERALLY" BY ADDING A NEW SECTION 18-78 ENTITLED "RACING AND EXHIBITION OF ACCELERATION" MAKING IT UNLAWFUL FOR ANY PERSON TO RACE OR OTHERWISE CAUSE A MOTOR VEHICLE TO MAKE A RAPID START OR ACCELERATION ON A ROADWAY; RENUMBERING AFFECTED SECTIONS; PROVIDING A PENALTY; PROVIDING FOR

SEVERABILITY; PROVIDING FOR PUBLICATION AND PROFIDING AN EFFECTIVE DATE

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Carrigan, with all members of the Council voting "aye" approving first reading of an ordinance amending Chapter Eighteen of the City Code of Ordinances Entitled "Traffic," Article Three entitled "Operation of Vehicles Generally" by adding a new Section 18-78 entitled "Racing and Exhibition of Acceleration" making it unlawful for any person to race or otherwise cause a motor vehicle to make a rapid start or acceleration on a roadway; renumbering affected sections; providing a penalty; providing for severability; providing for publication and providing an effective date.

APPROVAL OF A JOINT ELECTION AGREEMENT WITH BIG SPRING INDEPENDENT SCHOOL DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Boyd, seconded by Councilmember Fernandez, with all members of the Council voting "aye" approving a joint election agreement with Big Spring Independent School District and authorizing the Mayor or his designee to execute any necessary documents.

ACCEPTANCE OF BIG SPRING ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MINUTES FOR REGULAR MEETING OF NOVEMBER 20, 2012

Motion was made by Councilmember Boyd, seconded by Councilmember Harbour, with all members of the Council voting "aye" approving Big Spring Economic Development Corporation Board of Directors minutes for regular meeting of November 20, 2012.

CITY MANAGER'S REPORT

Gary Fuqua, City Manager, reminded the Council that city offices will be closed on January 21, 2013 for Martin Luther King holiday. Mr. Fuqua also announced that he will present a 2012 year end report at the next council meeting on January 22, 2013.

COUNCIL INPUT

Mayor Duncan thanked Dale Pittman for the card drive in regards to the recent shootings in Newtown, CT. Mayor Duncan also recognized the Big Spring Fire Department for maintaining a 25% ISO Rating (Insurance Service Organization) and also congratulated the Settles Hotel on their grand opening.

EXECUTIVE SESSION

QUARTERLY UPDATE - ADJOURN INTO EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE SECTION 551.071(1)(A) TO CONSULT WITH THE CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION AT 5:49 P.M.

Linda Sjogren, City Attorney, reported that there were no pending claims at this time.

ADJOURN

Motion was made by Councilmember McDonald, seconded by Councilmember Boyd, with all members of the Council voting “aye” to adjourn at 5:50 p.m.

CITY OF BIG SPRING, TEXAS

Tommy Duncan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER EIGHTEEN OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "TRAFFIC," ARTICLE THREE ENTITLED "OPERATION OF VEHICLES GENERALLY" BY ADDING A NEW SECTION 18-84 ENTITLED "RACING AND EXHIBITION OF ACCELERATION" MAKING IT UNLAWFUL FOR ANY PERSON TO RACE OR OTHERWISE CAUSE A MOTOR VEHICLE TO MAKE A RAPID START OR ACCELERATION ON A ROADWAY; PROVIDING A PENALTY PROVISION FOR CHAPTER 18, ARTICLE 3; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Big Spring City Council finds it necessary to restrict rapid start or acceleration of vehicles in the roadway in order to restrict racing and protect public safety;

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

SECTION 1. THAT Chapter 18, Article 3, of the Big Spring Code of Ordinances entitled "Operation of Vehicles Generally," is hereby amended by adding new Sections 18-84 and 18-85 with such sections to read as follows:

Sec. 18-84. Racing and Exhibition of Acceleration.

(A) Definitions.

When used in this section the following words and terms, unless the context indicates a different meaning, shall be interpreted as follows:

1. *Race* means the use of one or more motor vehicles to move rapidly ahead of other vehicles, to attempt to outgain or outdistance another vehicle or to attempt to prevent another vehicle from passing.
2. *Exhibition of Acceleration* means the acceleration of a motor vehicle whether originally stopped, or moving in such a manner as to cause a tire on the vehicle to excessively spin or lose traction, to cause the driving wheels to create a loud noise, or to cause the rear portion of the vehicle to sway or swing from side to side.

(B) Racing and Exhibition of Acceleration Prohibited.

It shall be unlawful for an operator of a motor vehicle to engage in a Race or Exhibition of Acceleration, as defined in subsection (A), upon any alley, street or highway in the City of Big Spring.

Sec. 18-85. Penalty.

Unless any specific section of the article provides for a different penalty, any person who shall violate any provision of this article shall be guilty of a misdemeanor and upon conviction may be fined not less than One (\$1.00) Dollar or more than Two-Hundred (\$200.00) Dollars; provided further, no penalty shall be greater of less than the penalty provided for the same or similar offense under the laws of the state. Each day the violation occurs or continues shall constitute a separate offense.

Sec. 18-86 to 18-108. Reserved.

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

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

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

SECTION 5. THAT this ordinance shall take effect immediately after its publication in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the day of **January 8, 2013** with ___ members present voting “aye” for passage of the same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the day of **January 22, 2013** with ___ members present voting “aye” for passage of the same.

ATTEST:

Tommy Duncan, Mayor

Tami Davis, Assistant City Secretary

**Convention and Visitors Bureau Committee
Minutes from Wednesday, October 3, 2012
City Council Chambers**

Present: Jim Clements, Marcus Fernandez, Gary Fuqua, Jay Patel, Troy Tompkins, Peggy Walker
Staff: Debbie Wegman, Devoun Blount
Absent: Carmen Harbour
Guests:

Marcus Fernandez called the meeting to order at 4:01 p.m.

1. Approval of minutes

The minutes from the meeting of special meeting on August 22, 2012 were reviewed. Motion was made by Peggy Walker to approve the minutes as written. Motion was seconded by Jim Clements and passed unanimously.

2. Discussion of Event Funding Requests

a. Woodcarver's Show and Sale. Debbie Wegman presented the funding request for Mr. James Fryar who was not able to attend the meeting. The Woodcarver's Club is requesting \$500.00 towards the rental of the Dora Roberts Community Center. This is the same amount that the club had requested last year. The organization is trying to continue ask for fewer funds from CVB. Motion was made by Troy Tompkins to approve the request for \$500.00. Motion was seconded by Jay Patel and passed unanimously.

3. Discussion of Follow-up Reports

- b. Small School Shootout. This is a yearly, summer event that is held by the Garden City ISD. There was a delay in receiving the report as Coach Garcia is no longer employed with the district. The report was presented by Debbie Wegman. There were approximately 35 rooms booked for this event.
- c. Other Pending Reports. There are three reports that are still outstanding which are the Funtastic Fourth, Hang Gliding Championships, and Fetlow Customs Rod Run. The Funtastic Fourth event has been in contact and is currently trying to finalize some items and will turn in the report as soon as those are settled. The Hang Gliding event, Mr. Terry Wofford is still working on that report and needs to get expenses from the airport. The Rod Run is a very recent event so there is still time for them to prepare report.

4. Other

- a. Gregg St. Banners. There has been some difficulty in designing the banners. At first it was going to be a poinsettia but decided to go with the "lighted" poinsettia. We tried to use the pictures that we already had but the background is too dark. Bruce Schooler has designed a few ideas and took a new picture of the lighted poinsettia. The banner company has stock banners that could be used.

Examples were provided for the committee to view and make comments. Peggy Walker suggested use of a brighter design and maybe not use the lighted poinsettia. The committee agreed to allow Debbie Wegman to choose a design and order the banners.

- b. Triathlon Report. There was a written report provided to the members. The participant's numbers were down a little bit from last year. This year a survey was provided to the participants to rate the different aspects of the triathlon and there were some great comments on the event. A bid has been submitted, by Craig Felty, to be the site for the south mid west region or state championship. It is unsure that we will actually get the bid. This would be a great opportunity for Big Spring. There was only \$1200.00 of CVB fund spent for this year but there were no new bags or goodie items purchased, but next year's event may use a bit more funds.

5. Financials

A state comparison report of 2011 – 2012 room revenues and room rates was provided for review. Monthly Financials were also provided for review.

6. CVB Coordinator's Report

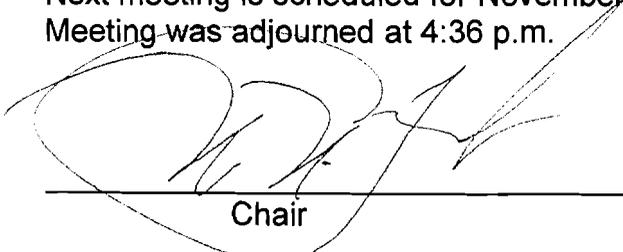
- a. Events calendar was provided for review to let the committee members to know the events happening in Big Spring. Marcus Fernandez requested to be added to the distribution list for the calendar.
- b. A call was received by TXDOT that our west directional billboard will have to be moved due to construction and the bypass.

Members Comments

Troy Tompkins made a suggestion of the possibility of adding a marketing position to bring in more tournaments and events to the Roy Anderson Sport Corplex. Peggy Walker made a comment that is a tournament that is scheduled to take place soon and there are more events taking place at the sports complex. Mr. Tompkins just wanted to provide ideas to bring in more visitors to Big Spring and provide more revenue and activity for the complex.

Marcus Fernandez inquired about the exhibition games played by the Roughnecks a few years ago and suggested that it would be a great idea to have them back a second time.

Next meeting is scheduled for November 7, 2012
Meeting was adjourned at 4:36 p.m.



Chair

01/09/2013
Date

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

DECEMBER 12, 2012

The Board of Directors of the Howard County Appraisal District (HCAD) met for their Regular Meeting on December 12, 2012 at 5:15 P.M. Directors present were Kathy Sayles, Tim Blackshear, Donnie Baker, Dale Humphreys and Donnie Reid. Ronny Babcock represented the HCAD.

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

No one was registered for public comments.

The minutes of November 19, 2012 were reviewed and approved on a motion from Donnie Reid with a second from Tim Blackshear. Motion carried 5/0.

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

The Financial Reports were reviewed and approved on a motion from Dale Humphreys, with a second from Donnie Reid. Motion carried 5/0.

The Travel Expenses were inspected and reviewed. Kathy Sayles made a motion to approve the Travel Expense as presented with a second from Donnie Reid. Motion carried 5/0.

Kathy Sayles motioned to approve the Resolutions to retain funds. Tim Blackshear seconded the motion. Motion carried 5/0.

Donnie Baker motioned to appoint James McFarland as ARB Chairman for 2013 year. Motion was seconded by Dale Humphreys. Motion carried 5/0.

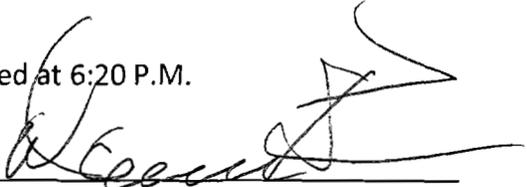
Dale Humphreys approved January 1 2013 as 2013 Holiday Schedule; the remaining Holiday Schedule was tabled. Donnie Reid seconded the motion. Motion carried 5/0.

Kathy Sayles motioned to approve the 2013 Salary Schedule. Dale Humphreys seconded the motion. Donnie Baker was against motion. Motion carried 4/1.

With no other business to discuss, the meeting adjourned at 6:20 P.M.



Secretary, Dale Humphreys
Kathy A Sayles



Chairman, Donnie Baker



CITY OF
Big Spring
PUBLIC WORKS
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
MR. GARY FUQUA, CITY MANAGER

FROM: TODD DARDEN, ASSISTANT CITY MANAGER

SUBJECT: AWARD BID FOR IMPROVEMENTS TO THE WATER TREATMENT PLANT REFERRED TO AS CONTRACT A AS PART OF THE 2012 BOND WATER TREATMENT AND WASTEWATER TREATMENT IMPROVEMENT PROJECT AND AUTHORIZE THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS

DATE: JANUARY 18, 2013

Parkhill, Smith, & Cooper issued a Request for Proposals to solicit qualifications from qualified construction companies for the Contract A portion of the 2012 Bond for Water Treatment and Wastewater Treatment Projects. Twelve (12) companies requested bid submittal information.

We received proposals from five (5) companies:

LEM Construcction	Houston, TX
Red River Construction	Wylie, TX
Wright Construction Co.	El Paso, TX
Archer Western Construction	Arlington, TX
JC Roberts Construction Co.	Midland, TX

Representatives of Parkhill, Smith, & Cooper, Inc. evaluated the proposals based on bid prices, qualifications of bidders, and compliance with bid requirements. Parkhill, Smith, and Cooper recommended that the project be awarded to Red River Construction Co. with a bid of \$4,236,200.00.

Recommendation: The staff recommends that the bid for the Contract A Portion of the Water Treatment Plant improvements be awarded to Red River Construction Co. subject to final approval of contractor qualifications by Parkhill, Smith & Cooper, Inc.

January 16, 2013

Honorable Mayor and City Council
City of Big Spring
310 Nolan Street
Big Spring, TX 79720

Re: Recommendation for Award of Construction Contract
City of Big Spring – Spring 2012 Bond
Water Treatment Plant Improvements – Contract A

Dear Mayor Duncan and City Council Members:

We have reviewed the five (5) bids for the above referenced project received on January 15, 2013 and determined that four (4) of the five (5) bids were submitted in accordance with guidelines established in the Bid Documents and those procedures adopted by the City of Big Spring. The bid has been determined to be tabulated properly and is consistent with the figures recorded during the bid opening. A bid tabulation form is enclosed for your reference and the completed bid summary from lowest to highest is as follows:

01	<u>J.C. Roberts Construction Co.</u>	\$	<u>4,084,858</u>
02	<u>Red River Construction Co.</u>	\$	<u>4,236,200</u>
03	<u>Archer Western Construction, LLC</u>	\$	<u>4,281,000</u>
04	<u>LEM Construction Co., Inc.</u>	\$	<u>4,508,000</u>
05	<u>R.M. Wright Construction Co.</u>	\$	<u>4,669,000</u>

Upon subsequent review of the bidders ability to complete the project within the allotted time per the bid documents, we have concluded that the apparent low bidder does not meet the criteria as specified. Therefore, we recommend that the Construction Contract for the City of Big Spring – Water Treatment Plant Improvements (Contract A) project be awarded to the most qualified bidder, **Red River Construction Co.** for the **Total Contract Amount of \$4,236,200.00**. We feel that this company's qualifications and capacity to complete the project to the satisfaction of the City of Big Spring and PSC are more than adequate.

Please contact me if you have questions or wish to discuss this matter further.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By 
Brian Stephens, PE
Project Manager

BMS/lms
Enclosures

2012 Bond Project: Water Treatment Plant Improvements – Contract A

Big Spring, Texas

PSC PROJECT NO. 01-0350-12

January 15, 2013

@ 2:00PM

BASE BID				J.C. Roberts Construction Co. 400 S. Meadow Odessa, TX 79761		Red River Construction Co. 2804 Capital Street Wylie, TX 75098		Archer Western Construction, LLC 2121 Avenue J, Suite 103 Arlington, TX 76006		LEM Construction Co., Inc. 10849 Kinghurst, Suite 150 Houston, TX 77099		R.M. Wright Construction Co. 285 Rio West Drive El Paso, TX 79932	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization/Demobilization including insurance, bonds and move in/move out related costs, complete (5% max)	1	LS	\$229,868.00	\$229,868.00	\$120,000.00	\$120,000.00	\$15,000.00	\$15,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
2	Provide trench safety system as required by OSHA 1926 Subpart P and as specified and as shown on the project plans	1	LS	\$2,707.00	\$2,707.00	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
3	All materials, construction and coordination necessary to perform all work shown in plans and specifications including but not limited to: Sludge dewatering upgrades, motor and drive replacement for horizontal split-case pumps, pump and motor improvements for distribution turbines, flocculator and sedimentation basin upgrades, valve replacements, all electrical and instrumentation work necessary for a complete and working plant, and building and structures to support and maintain all equipment.	1	LS	\$3,852,283.00	\$3,852,283.00	\$4,115,000.00	\$4,115,000.00	\$4,264,000.00	\$4,264,000.00	\$4,307,000.00	\$4,307,000.00	\$4,464,000.00	\$4,464,000.00
TOTAL					\$4,084,858.00		\$4,236,200.00		\$4,281,000.00		\$4,508,000.00		\$4,669,000.00

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER THREE OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "ANIMALS," ARTICLE NINE ENTITLED "LIVESTOCK, FOWL AND SWINE," SECTIONS 3-49 THROUGH 3-51 BY PROVIDING A LIMITED EXCEPTION FOR INDIVIDUALS PARTICIPATING IN AN EDUCATIONAL PROGRAM TO KEEP OR MAINTAIN LIVESTOCK WITHIN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Big Spring finds it in the best interest of the citizens to enhance agricultural education by permitting individuals or groups participating in educational programs to keep or maintain limited livestock within the city limits;

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

SECTION 1. THAT the City of Big Spring Code of Ordinances Chapter 3 entitled "Animals", Article 9 entitled "Livestock, Fowl and Swine", Section 3-49 through Section 3-51 are hereby amended to read as follows:

Sec. 3-49. Exceptions.

- (a) A person may bring livestock, fowl or swine into the City for the purposes of transporting them by vehicle, or for other purposes of sale or processing, provided they do not remain within the City for a period of time exceeding forty-eight (48) hours.
- (b) Livestock, fowl and swine may be kept or maintained on the premises owned by the Big Spring Rodeo Association during the time that a rodeo, fair, stock show, or regularly scheduled event is scheduled for the purpose of delivering or redelivering such livestock, fowl or swine.
- (c) A person holding a valid, unrevoked livestock or fowl permit from the City of Big Spring may keep or maintain livestock or fowl only in accordance with such permits. No permits will be allowed for swine of any species, roosters, guineas or peafowl.
- (d) A person participating in an educational program sponsored by a school, college or other educational organization may keep or maintain one head of small livestock, i.e. sheep or goat, (no cattle, horses, swine or fowl) per location for the duration of the applicable educational program. This exception shall only apply if all owners and occupiers of any business or residence with a structure located two hundred feet or less from the nearest point of the shed, stable, barn, pen, enclosure, fence or area in which the animal is contained agree in writing to such activity. The owner of the property where the program

activity will take place shall apply for a Livestock Permit, provide the name of the educational organization sponsoring the activity and specify the duration of the program. Participants must comply with all requirements of this Article other than the distance from other structures. If any consenting residence or business within two hundred (200) feet of the location where the livestock are kept withdraws their consent in writing, the ACD shall immediately notify the program participant and he or she must relocate the animal within thirty days of such notice.

Sec. 3-50. Permit Application.

Any person may make application to the ACD for a livestock or fowl permit. The ACD shall review all permit applications and inspect the property before issuing any permit.

Sec. 3-51. Limitations on Property.

- (a) Unless otherwise excepted in this Article, no person shall keep, possess or maintain within the city limits livestock or fowl within two-hundred (200) feet of any residence or habitation for human beings, other than the residence of the Custodian.
- (b) Except for temporary transportation or treatment at least three-hundred (300) square feet of space shall be provided for each head of livestock.
- (c) The property shall be kept free of accumulated waste, odor and attracted insects. The ACD may revoke any permit provided by this section or set a limitation on allowable pets if a safe, healthy and nuisance-free environment is not maintained.

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

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

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

SECTION 5. THAT the passage of this ordinance constitutes an emergency and an imperative public necessity that the Charter Rule requiring that City Ordinances be read at two separate meetings of the City Council be suspended and said rule is hereby suspended, and this ordinance shall take effect immediately upon its passage.

PASSED AND APPROVED on emergency reading at a regular meeting of the City Council on the 22nd day of January, 2013, with all members present voting “aye” for passage of the same.

Tommy Duncan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS ON BEHALF OF THE CITY OF BIG SPRING, INCLUDING A JUVENILE ACCOUNTABILITY BLOCK GRANT WAIVER OF FUNDS FORM IN ORDER TO ALLOW THE CITY'S ALLOCATION OF SUCH GRANT FUNDS FROM THE TEXAS CRIMINAL JUSTICE DIVISION TO BE USED BY LUBBOCK COUNTY TO FUND THE OFFICE OF DISPUTE RESOLUTION'S JUVENILE ACCOUNTABILITY PROGRAM; PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY.

WHEREAS, the City wishes to redirect its allocation of grant funds from the Criminal Justice Division of the Office of the Governor to Lubbock County to help with funding the Juvenile Accountability Program;

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

SECTION 1: THAT the City Manager is hereby authorized and directed to execute any necessary documents on behalf of the City of Big Spring, including but not limited to, a Juvenile Accountability Block Grant Waiver of Funds Form attached hereto as Exhibit "A" and incorporated by reference as if set forth in full herein. The purpose of the waiver is to allow the City's allocation of grant funds from the Texas Criminal Justice Division of the Office of the Governor to be used by Lubbock County to fund the Office of Dispute Resolution's Juvenile Accountability Program;

SECTION 2: THAT this resolution shall become effective immediately upon its passage; and

SECTION 3: THAT the passage of this resolution constitutes an emergency and an imperative public necessity that the Charter Rule requiring that City resolutions be read at two separate meetings of the City Council be suspended, and said rule is hereby suspended, and this resolution shall be effective immediately upon its passage on first and final reading.

Passed and approved on an Emergency Reading this 22nd day of January, 2013 with all City Council Members voting "aye" for passage of same.

Tommy Duncan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING CHAPTER NINE OF THE CODE OF ORDINANCES OF THE CITY OF BIG SPRING ENTITLED "FIRE PREVENTION" BY AMENDING SECTION 9-1 IN ORDER TO ADOPT THE 2012 EDITION OF THE INTERNATIONAL CODE COUNCIL, INC. FIRE CODE ALONG WITH CERTAIN AMENDMENTS THERETO; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that adoption of the referenced codes will be beneficial to the health and safety of the citizens of the City;

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

SECTION 1.

That Chapter 9 of the Code of Ordinances of the City of Big Spring entitled "Fire Prevention," Section 9-1 is to be amended to read as follows:

Sec. 9-1. Fire Codes Adopted.

The International Fire Code, 2012 edition, in its entirety, save and except Section 108 entitled "Board of Appeals," and adopting Appendices B, C, D and I but excluding Appendices A, E, F, G, and H. The following amendments and additions are as follows:

(A) Section 101.1 Title.

These regulations shall be known as the Fire Code of the City of Big Spring, hereinafter referred to as "this code."

(B) Section 105.1.1 Permits required.

Any property owner or authorized agent who intends to conduct an operation or business, or install or modify systems and equipment which is regulated by this code, or to cause any such work to be done, shall first make application to the City Secretary or Building Official for the required permit. The permit shall be issued only after approval by the Fire Marshal.

(C) Section 105 Operational permits.

1. Operational permits shall be obtained by application to the City Secretary and approved by the Fire Marshal.
2. Operational Permits shall not be required for the following:
 - a) Carnivals and fairs (Section 105.6.4)
 - b) Cellulose nitrate film (Section 105.6.5)

- c) Cryogenic fluids (Section 105.6.10)
 - d) Cutting and welding (Section 105.6.11)
 - e) Dry Cleaning (Section 105.6.12)
 - f) Exhibits and trade shows (Section 105.6.13)
 - g) Fire hydrants and valves (Section 105.6.15)
 - h) Floor finishing (Section 105.6.17)
 - i) Fruit and crop ripening (Section 105.6.18)
 - j) Fumigation and insecticidal fogging (Section 105.6.19)
 - k) Lumber yards and woodworking plants (Section 105.6.25)
 - l) Liquid – or gas-fueled vehicles or equipment in assembly buildings (Section 105.6.26)
 - m) Open flames and candles (Section 105.6.32)
3. Operational permits shall be required for Explosives (Section 105.6.14) except for firework displays performed by licensed fireworks operators.
4. Section 105.6.30 Open Burning is amended as follows:

An operational permit is required for the kindling or maintaining of an open fire or fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to. Recreational fires are not exempt from the permitting requirement.

(D) Section 105. Construction Permits. Section 105.7 is amended as follows:

The Building Official, with the Fire Marshal's approval, is authorized to issue construction permits for work as set forth in Sections 105.7.1 through 105.7.16.

(E) Section 108. Board of Adjustments and Appeals. A new Section 108 shall be added as follows:

Any person charged with violation of this code or who disagrees with a decision of a city official pursuant to this code may appeal such charge or decision to the City of Big Spring Board of Adjustments and Appeals in accordance with its procedures as set forth in Chapter 20 of the City of Big Spring Code of Ordinances.

(F) Section 109.4 Violation Penalties is amended as follows:

Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provision of this code, shall be guilty of a misdemeanor punishable by a fine of not more than Two-Thousand (\$2000.00) Dollars. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(G) Section 111.4 Failure to Comply is amended as follows:

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor and punishable by a fine of not less than One-Hundred (\$100.00) Dollars or more than Two-Thousand (\$2000.00) Dollars. Each day that a violation continues after such work order has been issued shall be deemed a separate offense.

(H) **Section 903.2.8 Group R** is amended as follows:

An automatic sprinkler system installed in accordance with Section 903 shall be provided throughout all buildings with a group R1, R2, R3 and R4 fire area. One-Family and Two-Family dwellings shall be exempt from this requirement.

The owner of any One-Family or Two-Family dwelling shall not be prohibited from installing a fire suppression system in such dwelling as long as the system is installed according to applicable NFPA standards.

(I) **Section 908.8 Visual Alarm Smoke Detectors** is added to read as follows:

1. **Rental Property.** The owner of a rental property shall, at the request of a hearing impaired tenant, install at least one (1) visual alarm smoke detector in each separate bedroom in the dwelling unit occupied by a hearing impaired tenant.
2. **Hotel/Motel.** The owner, manager, or otherwise responsible person having control of a hotel/motel, apartment house or other short-term rental dwelling must be able to provide, upon the request by a hearing impaired person, a visual alarm smoke detector or shall have rooms available that are already equipped with a visual alarm smoke detector.
3. **Requirements for Visual Alarm Smoke Detectors.**

The visual smoke detector must:

1. Contain a strobe light with a visible effective intensity of not less than one-hundred-seventy-seven (177) candela,
2. operate on a 120-volt alternating current, and
3. be otherwise installed according to manufacturer's recommendations.

(J) **Section 908.9 Smoke Detectors in Rental Units** is added to read as follows:

The owner or agent of the owner of all apartment houses, residential rental units or hotel/motel shall provide smoke detectors and must keep written documentation, available for review by fire officials, containing installation date of all smoke detectors, dates batteries have been changed, and dates smoke detectors were tested as per recommendation of the manufacturer. This documentation must be available to tenants upon request and be available at all times for inspection by the fire department.

(K) **Section 908.10 Smoke Detector Inspections** is added to read as follows:

The Fire Chief or his designated inspector may inspect any dwelling unit required to have a smoke detector under this code at any reasonable hour to determine that the dwelling unit contains smoke detectors in good working order as required by this code. If the Fire Inspector determines that the smoke detector needs repair, it shall be repaired and made operational within one working day after notice to the landlord by the inspector.

(L) **Chapter 61, Section 6112 Residential use of Liquid Petroleum Gas** is added to read as follows:

Liquefied petroleum gas for residential installation to any type of structure, except as noted below, shall be prohibited within the incorporated city limits.

Section 6112.1 LP-gas Installations. LP-gas installations permitted or approved prior to this code adoption shall be allowed if they continue to meet other local and state code requirements. LP-gas installations that were not permitted or approved prior to this code adoption may apply for a permit within thirty (30) days of notification. The installation shall be in strict compliance with all applicable rules and regulations, including those set forth by the Texas Railroad Commission LP-gas safety rules. The tank location and additional safety requirements will be subject to approval by the Fire Chief or his agent.

Section 6112.2 LP-gas Distributors. It shall be a violation of this code for any LP-gas distributor to place or fill any LP-gas tank in a residential setting unless the same has affixed to it a decal indicating that the tank has been permitted by the city.

(M) **Chapter 61, Section 6113 Miscellaneous Use** is added to read as follows:

Section 6113.1. Liquefied petroleum gas cylinders used for non-commercial cookers and gas grills shall be restricted to no more than ten water gallon capacity tanks and shall be mounted in compliance with the appliance manufacturer's recommendations. These installations shall be exempt from permits. Such cylinders shall be stored in accordance with the applicable LP-gas safety rules.

Section 6113.2. Motor homes and other similar use recreational vehicles must be in compliance with applicable Texas Railroad Commission LP-gas safety rules.

(N) **Chapter 61, Section 6114. Liquefied Petroleum Gases** is added to read as follows:

Section 6114.1. Commercial or industrial use of liquefied petroleum gas must be in strict compliance with applicable LP-gas safety rules and regulations including those set forth by Texas Railroad Commission in effect at time of installation.

Section 6114.2. Commercial or industrial installations shall be subject to applicable permits and the approval of the Fire Chief or his agent.

Section 6114.3. LP-gas containers at commercial or industrial installations shall comply with the minimum distance requirements set forth in Section 9.185, Table 1, of the Texas Railroad Commission LP-Gas Safety Rules.

SECTION 2. THAT if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional; such decision shall not affect the validity of the remaining portions of this ordinance. The City of Big Spring, hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 3. THAT nothing in this ordinance or in the corresponding codes published by the International Code Council, Inc. or the National Fire Protection Association, Inc. hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability

incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed by this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

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

SECTION 5. THAT this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect upon passage and publication as provided by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **22nd** day of **January, 2013**, with all members voting “aye” for passage of the same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **5th** day of **February, 2013**, with all members voting “aye” for passage of the same.

ATTEST:

Tommy Duncan, Mayor

Tami Davis, Asst. City Secretary



4222 85th Street
Lubbock, Texas 79423
806.473.2200

January 2, 2013

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

RE: Agreement for Professional Services for the Evaluation of the Sound and Lighting Systems in the City Auditorium

Dear Mr. Darden:

Parkhill, Smith & Cooper, Inc. (A/E) is pleased to have the opportunity to provide Architectural, and Engineering services to the City of Big Spring (OWNER) for the evaluation of the sound and lighting systems in the City Auditorium (Project).

We understand the Scope of Services you require to be:

Phase I

1. Consult with the Owner to clarify and define the Owner's requirements for the Project and review available data.
2. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.
3. Provide an analysis of the Owner's needs, site evaluations and comparative studies of prospective solutions related to the sound and lighting systems.
4. Prepare a written report containing recommendations conceptual design criteria and the alternative solutions available to the Owner and setting forth the A/E's findings and recommendations. This report will also include the A/E's opinion of probable costs for the Project.
5. Furnish the report and review all documents in person with the Owner.

Specifically excluded from our Phase I scope of services are:

- Design, Construction Documents and Bidding Services
- Surveys and Geotechnical Reports
- Asbestos and Hazardous Materials Studies
- Third-party Independent Construction Inspection Services
- Construction Material Testing
- Construction Observation Services

Phase II

Phase II services shall include design, bidding and construction phase services with a separate fee proposal from this Phase I letter agreement. PSC shall prepare a fee for the design, bidding and construction phase services upon completion and acceptance of the Phase I services by the Owner.

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

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

Our fees for the services described above will be based on a lump sum amount of \$13,250 and will be billed on a percentage complete method. Should the scope of services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using the A/E's standard hourly rate schedule.

Reimbursable expenses will be billed at invoice cost plus a fifteen percent markup for handling costs. Reimbursable expenses include, but are not limited to, mileage, fax communication, long distance phone charges, photographs, postage, reproductions/copies, color plots/prints, accessibility review and inspection fees, reproduction of Contract Documents and reports. We estimate these expenses to be approximately \$1,500.

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

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

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

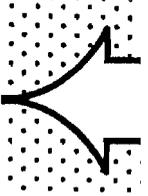
You may indicate your acceptance of this agreement and the attached Standard Conditions by returning one signed copy of this letter to our office. Unless another date is specified, we will consider receipt of the letter as authorization to proceed.

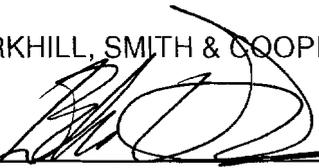
We appreciate the opportunity to provide professional services to you and look forward to the successful completion of your project. If you have any questions please do not hesitate to call us.

Sincerely,

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

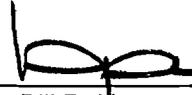
City of Big Spring (OWNER)



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

Accepted By: _____

Title: _____

By 
Bill P. Noonan, AIA, RAS
Corporate Associate

Date: _____

IN DUPLICATE

Enclosures
EED/BPN/wlw

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

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OWNER: City of Big Spring

DATE: January 2, 2013

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

ARTICLE 1. SERVICES

1.1 INVOICING

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

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

1.2 SERVICES DURING CONSTRUCTION

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

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

1.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST

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

1.4 HAZARDOUS MATERIALS

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

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

1.5 ACCESSIBILITY – TEXAS ACCESSIBILITY STANDARD (TAS)

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

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

1.6 SERVICES BY OWNER

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

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

1.7 OWNERSHIP OF DOCUMENTS

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

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

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

1.8 DELIVERY OF ELECTRONIC FILES

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

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

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

ARTICLE 2. GENERAL PROVISIONS

2.1 APPLICABLE LAW

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

2.2 PRECEDENCE OF CONDITIONS

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

2.3 ASSIGNMENT

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

2.4 AMENDMENTS

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

2.5 DELAYS

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

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

2.6 INSURANCE

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

2.7 MERGER: WAIVER: SURVIVAL

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

2.8 TERMINATION

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

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

2.9 CONSEQUENTIAL DAMAGES

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

2.10 THIRD-PARTY BENEFICIARIES

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

2.11 MAINTENANCE/WEAR AND TEAR

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

ARTICLE 3.

3.1 WARRANTY; STANDARD OF CARE

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

3.2 DISPUTE RESOLUTION

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

3.3 BETTERMENT

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

3.4 ALLOCATION OF RISK

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

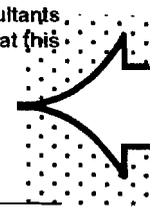
*** END ***

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

By: 
Edwin E. (Butch) Davis, PE
Vice President, Firm Principal
Date: 1/3/13

CITY OF BIG SPRING (OWNER)

Accepted By: _____
Title: _____
Date: _____



Parkhill, Smith & Cooper, Inc.
Hourly Rate Schedule
Current through December 31, 2013

Client: City of Big Spring
 Project: Evaluation of the Sound and Lighting Systems in the City Auditorium
 Agreement Date: January 2, 2013

January 1, 2013

<u>Classification</u>	<u>Hourly Rate</u>	<u>Classification</u>	<u>Hourly Rate</u>
PROFESSIONAL LEVEL VII	\$187.00	PROFESSIONAL LEVEL I	\$83.00
Engineer VII		Intern (Architect) I	
Architect VII		Intern (Interiors) I	
Landscape Architect VII		Intern (Landscape Architect) I	
Interior Designer VII		Technologist I	
		Resident Project Representative I	
		Clerical Supervisor I	
PROFESSIONAL LEVEL VI	\$158.00	SUPPORT STAFF III	\$80.00
Engineer VI		Engineering Technician III, IV	
Architect VI		CADD III, IV	
Landscape Architect VI		Administrative Secretary III	
Interior Designer VI		Architect Technician III, IV	
		Project Assistant I/II	
PROFESSIONAL LEVEL V	\$141.00	SUPPORT STAFF II	\$73.00
Engineer V		Architect Technician I, II	
Architect V		Engineering Technician I, II	
Landscape Architect V		CADD I, II	
Interior Designer V		Accounting Clerk I, II	
		Administrative Secretary I, II	
		Project Assistant EL	
		Word Processor I, II	
		Receptionist I, II	
		File Clerk I	
PROFESSIONAL LEVEL IV	\$122.00	SUPPORT STAFF I	\$42.00
Engineer III, IV		Architectural Student EL	
Architect IV, Intern (Architect) IV		Engineering Student EL	
Landscape Architect IV		Landscape Architecture Student EL	
Interior Designer IV		Interiors Student EL	
Technologist IV		CADD EL	
Resident Project Representative IV		Accounting Clerk EL	
		Word Processor EL	
		Receptionist EL	
		File Clerk EL	
PROFESSIONAL LEVEL III	\$103.00		
Engineer I/II			
Architect III, Intern (Architect) III			
Landscape Architect III			
Intern (Landscape Architect) III			
Interior Designer III			
Technologist III			
Resident Project Representative III			
PROFESSIONAL LEVEL II	\$91.00		
Intern (Architect) II			
Interior Designer II, Intern (Interiors) II			
Landscape Architect II			
Technologist II			
Resident Project Representative II			
Clerical Supervisor II			

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2013 through December 31, 2013. After December 31, 2013, invoices will reflect the Schedule of Charges currently in effect.

**Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, December 18, 2012**

5:15 p.m.

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

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Tuesday, December 18, 2012 in the offices of the Big Spring Economic Development Corporation with Mr. DePauw, presiding. The following notice was sent on December 15, 2012 to all Directors, the news media, and duly posted on December 15, 2012, by Teresa Darden in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the inside and outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday, December 18, 2012 at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is: Action on Minutes of the November 20, 2012 Regular Meeting, Action on November Financials, Action on November Investment Reports, Directors Report, Executive Session, Action as a Result of Executive Session, Public Comment; Board Comment, and Adjourn".

Directors Present:

Mr. Jim DePauw
Mr. Justin Myers
Mr. Scott MacKenzie
Dr. Keith Ledford
Mrs. Frances Hobbs

Directors Absent:

Staff Present:

Mr. Terry Wegman
Mrs. Teresa Darden

Guests:

Miklos Szabo, Kyle Kinsel, Glenn Wiseman, John McGillis, Jeff Vidal, John Vossler, Linda Sjogren, Gary Fuqua, Peggy Walker, Bill Norris, Bobby McDonald, John Irwin

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

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

ACTION ITEM #2- Action on Minutes of the November 20, 2012 Regular Board Meeting:

Mr. DePauw presented the minutes of the November 20, 2012 Regular Meeting. Motion to accept the minutes was made by Mr. MacKenzie, seconded by Mrs. Hobbs. The motion passed 4 to 0 with all members present voting “aye” in favor of the motion.

ACTION ITEM #3- Action on November Financials Report:

Mr. MacKenzie presented the November Financial report. Motion to approve the November Financial Report was made by Mr. Myers seconded by Mr. McKenzie. The motion passed 4 to 0 with all members present voting “aye” in favor of the motion.

ACTION ITEM #4- Action on November Investment Report:

Mr. MacKenzie presented the November Investment report. Motion to approve the November Investment Report was made by Mrs. Hobbs seconded by Mr. McKenzie. The motion passed 4 to 0 with all members present voting “aye” in favor of the motion. Dr. Ledford arrived subsequent to the vote.

AGENDA ITEM #5- Directors Report

Mr. Wegman discussed various projects including: A heavy hauler trucking company possibly locating on the airpark, an energy company is in negotiations with the Industrial Foundation in order to purchase property for a crude transport, another trucking company is negotiating with the airpark and EDC for rail trans-loading operation which includes upgrade to the existing rail. Mr. Wegman advised the board of past and upcoming meetings that include: TEDC Board Meeting November 29-30, High Ground Legislative Meeting on December 11-12, next board meeting January 15th.

AGENDA ITEM #6- Executive Session

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

Presentation by Frontier Logistics

Memorandum of Understanding with Express Midstream Services, LLC.

Mr. DePauw adjourned the Board of Directors into Executive Session @ 5:25 p.m. December 18, 2012. Mrs. Hobbs left due to prior engagement.

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

Mr. DePauw reconvened the Board of Directors into open session @ 7:27 p.m. December 18, 2012. Action as a result include:

Mr. Myers made a motion to give Executive Director, Terry Wegman authorization to enter into an M.O.U with both parties discussed in Executive Session, giving them 90 days which will be March 31, 2013 to have a proposal ready for the Board to review. Motion was seconded by Mr. McKenzie. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #8- Public Comments

None

AGENDA ITEM # 9- Board Comments

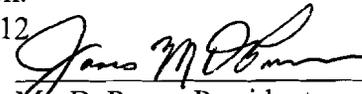
Mr. Myers stated that great things are happening that will benefit this community greatly.

AGENDA ITEM # 10- Adjourn

Mr. DePauw asked for a motion to adjourn.

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

Meeting adjourned at 7:30 pm on December 18, 2012


Mr. DePauw, President

ATTEST:

Mr. Myers, Vice President