



CITY COUNCIL AGENDA

Tuesday, February 24, 2015

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, February 24, 2015, 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.

As a courtesy to those in attendance, please place your cell phone on “Silent” or “Vibrate.”

Please, no talking during the meeting, take any conversations outside, so others can hear.

Thank You!

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

“Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.”

Announcements & Public Hearings

2. **Announcement -** McLellan

Disposition of Minutes

3. Approval of the Minutes of the Regular Meeting of February 12, 2015 4-7 Davis

Consent Items

4. Final Reading of an Ordinance Amending Ordinance Number 048-2014, Which Adopted the Annual Budget for the City for the Fiscal Year Beginning October 1, 2014 and Ending 8-10 Moore

September 30, 2015 by Increasing the Airpark Fund Budget for the Purpose of Funding Two New Scag Mowers; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date

- | | | | |
|----|--|-------|----------|
| 5. | Second Reading of an Ordinance Approving Z14-06, A Rezone of Block 4, Lot 17, North Belvue Addition, Also Known as 906 Birdwell Lane, Located in East Big Spring, From Single-Family (SF-2) Dwelling Zoning District to Multi-Family (MF) Dwelling Zoning District; Providing for Severability; Providing for Publication; and Providing an Effective Date (First Reading January 13, 2015) | 11-12 | Johnston |
| 6. | Acceptance of the Zoning Board of Adjustments and Appeals Minutes for the Meeting of December 19, 2013 | 13-14 | Womack |
| 7. | Acceptance of the Convention and Visitors Bureau Committee Minutes for the Meeting of December 3, 2014 | 15-16 | Wegman |
| 8. | Acceptance of the Howard County Appraisal District's Board of Directors Minutes for the Meeting of December 10, 2014 | 17-18 | Darden |

Bids

- | | | | |
|-----|--|-------|--------|
| 9. | Request Permission to Advertise for Sealed Bids for Purchase of City Owned Property Located at 707 Nolan Street, Also Known as Lot 9, Block 60 Original Town, being Approximately 0.161 Acres, in the City of Big Spring, Howard County, Texas | 19-21 | Medina |
| 10. | Award Bid for Four (4) Police Department Patrol Units and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | 22-23 | Medina |

Routine Business

- | | | | |
|-----|--|--|--------|
| 11. | Vouchers for 02/12/15 \$ 837,408.46
Vouchers for 02/19/15 \$ 937,521.58 | | Meyers |
|-----|--|--|--------|

New Business

- | | | | |
|-----|--|-------|------------------|
| 12. | Presentation and Acceptance of Big Spring Economic Development Corporation's Annual Audit for Year Ended September 30, 2014 | | Dale
Newberry |
| 13. | Consideration and Approval of a Professional Services Agreement with Parkhill, Smith and Cooper for the 2015 Seal Coat Program and | 24-27 | Womack |

Authorizing the City Manager or His Designee to Execute Any Necessary Documents

- | | | | |
|-----|---|-------|--------|
| 14. | Consideration and Approval of an Interlocal Agreement with Various Governmental Entities for the 2015 Seal Coat Program and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 28-30 | Womack |
| 15. | Approval and Acceptance of the Minutes of the Regular Meeting of the Big Spring Economic Development Corporation Held on January 20, 2015 | 31-33 | Medina |

City Manager's Report

16.

Council Input

- | | | |
|-----|---------|----------|
| 17. | Input | McLellan |
| 18. | Adjourn | McLellan |

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, February 20, 2015 at 4:00 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

February _____, 2015 at _____ a.m./p.m. By: _____

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., February 12, 2015, with the following members present:

LARRY McLELLAN	Mayor
RAUL BENAVIDES	Mayor Pro Tem
CARMEN HARBOUR	Councilmember
JUSTIN MYERS	Councilmember
BOBBY McDONALD	Councilmember
MARVIN BOYD	Councilmember

(Councilmember Marquez was not present at this meeting.)

Same and constituting a quorum; and

TODD DARDEN	City Manager
JOHN MEDINA	Human Resource Director
KAYE EDWARDS	Interim City Attorney
JOHNNY WOMACK	Public Works Director
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
JIM LITTLE	Airpark Director
DON MOORE	Finance Director/ City Secretary
TIM GREEN	Municipal Court Judge
DEBBIE WEGMAN	Community Services Director

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor McLellan gave the invocation and led the Pledge of Allegiance to the American and Texas Flags.

ANNOUNCEMENTS & PUBLIC HEARINGS

ANNOUNCEMENTS – PRESENTATION OF “STAR EMPLOYEE” AWARD TO OFFICER WILLIE WRIGHT, JR. FOR THE MONTH OF FEBRUARY, 2015

Mayor McLellan presented “Star Employee” award for the month of February, 2015 to Officer Willie Wright, Jr.

DISPOSITION OF MINUTES

APPROVAL OF MINUTES OF THE REGULAR MEETING OF JANUARY 27, 2015

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

CONSENT ITEMS

FINAL READING OF AN ORDINANCE CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 9, 2015, FOR THE PURPOSE OF ELECTING ONE PERSON TO SERVE AS CITY DISTRICT TWO COUNCIL MEMBER WHO SHALL BE ELECTED BY MAJORITY VOTE OF THE QUALIFIED VOTERS OF DISTRICT TWO; AND ELECTING ONE PERSON TO SERVE AS CITY DISTRICT FOUR COUNCIL MEMBER WHO SHALL BE ELECTED BY MAJORITY VOTE OF THE QUALIFIED VOTERS OF DISTRICT FOUR; AND ELECTING ONE PERSON TO SERVE AS CITY DISTRICT SIX COUNCIL MEMBER WHO SHALL BE ELECTED BY MAJORITY VOTE OF THE QUALIFIED VOTERS OF DISTRICT SIX; DESIGNATING ONE CENTRAL POLLING PLACE WITHIN THE CITY; AUTHORIZING THE MAYOR TO EXECUTE NOTICE AND HAVE THE NOTICE POSTED FOR THE PURPOSE OF NOTIFYING THE PUBLIC OF SAID ELECTION; PROVIDING A SEVERABILITY CLAUSE

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

BIDS

AWARD BID FOR TWO (2) 14-YARD DUMP TRUCKS AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Mayor Pro Tem Benavides, seconded by Councilmember McDonald, with all members of the Council voting "aye" awarding the above listed bid to Houston Freightliner, Inc. in the amount of \$218,796.00.

AWARD BID FOR PROPERTY DESCRIBED AS SURFACE ESTATES ONLY AT 910 BELL STREET, THAT IS APPROXIMATELY 0.145 ACRES, BEING THE SOUTH FORTY-FIVE FEET OF THE EAST ONE- HUNDRED-THIRTY FEET (S/45' OF E/130') OF LOT 4, AND THE NORTH FIVE FEET OF THE EAST ONE- HUNDRED-THIRTY FEET (N/5' OF E/130') OF LOT 5, IN BLOCK 18, CEDAR CREST ADDITION; AND 909 ALYESFORD STREET, THAT IS APPROXIMATELY 0.693 ACRES, BEING LOT 7, EXCEPT THE EAST TEN FEET OF BLOCK 18, CEDAR CREST ADDITION; AND 910 AYLESFORD STREET, THAT IS APPROXIMATELY 0.251 ACRES, BEING THE SOUTH SIXTY FEET OF LOT 5, BLOCK 17, CEDAR CREST ADDITION, AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Mayor Pro Tem Benavides, seconded by Councilmember Boyd, with all members of the Council voting “aye” awarding the above listed bid to Chix Construction in the amount of \$10,589.00.

ROUTINE BUSINESS

Councilmember Harbour reviewed the vouchers in the amount of \$1,113,465.91 (01/29/15) and \$931,367.07 (02/05/15). Motion was made by Councilmember Harbour, seconded by Councilmember Myers, with all Councilmembers voting “aye” approving the above listed vouchers.

NEW BUSINESS

PRESENTATION AND ACCEPTANCE OF BIG SPRING POLICE DEPARTMENT’S ANNUAL CONTACT REPORT FOR 2014

Police Chief Chad Williams presented the Big Spring Police Department’s Annual Contact Report for 2014. Motion was made by Councilmember Harbour, seconded by Councilmember Boyd, with all members of the Council voting “aye” approving the above captioned report.

FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NUMBER 048-2014, WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015 BY INCREASING THE AIRPARK FUND BUDGET FOR THE PURPOSE OF FUNDING TWO NEW SCAG MOWERS; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember McDonald, seconded by Councilmember Harbour, with all members of the Council voting “aye” approving the above captioned ordinance.

CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY LLC FOR UTILITY EASEMENT AND RIGHT OF WAY AT THE WASTEWATER TREATMENT PLANT BEING IN A 40 ACRE TRACT IN SECTION 46, BLOCK 32, TOWNSHIP 1 NORTH, T&P RR SURVEY IN HOWARD COUNTY, TEXAS AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Myers, seconded by Councilmember Boyd, with all members of the Council voting “aye” approving the above captioned agreement.

CITIZEN INPUT

Thomas Welch expressed his concerns against the senior center being moved to the Dora Roberts Community Center.

CITY MANAGER’S REPORT

There was no report at this time.

COUNCIL INPUT

Councilmember McDonald requested that an ADHOC Committee consisting of seven members be assembled to review a possible entrance off the reliever route into the Airpark.

EXECUTIVE SESSION

ADJOURN INTO EXECUTIVE SESSION UNDER THE TEXAS GOVERNMENT CODE SECTION 551.074 TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION AND DUTIES OF THE CITY ATTORNEY AT 6:05 P.M.

RECONVENE IN OPEN SESSION AND TAKE ANY NECESSARY ACTION AT 8:50 P.M.

Motion was made by Councilmember McDonald, seconded by Mayor Pro Tem Benavides, with all members of the Council voting “aye” to hire Kaye Edwards as City Attorney for the City of Big Spring.

ADJOURN

Mayor McLellan adjourned the meeting at 8:55 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 048-2014 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015 BY INCREASING THE AIRPARK FUND BUDGET FOR THE PURPOSE OF FUNDING TWO NEW SCAG MOWERS; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2014-15 budget for the City of Big Spring, Texas on September 25, 2014; and

WHEREAS funding for purchase of two scag mowers were not included in such budget, and such purchase is necessary for the efficient operation of the McMahon Wrinkle Airport and Industrial Park.

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

SECTION 1. Enacted.

THAT the Airpark Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2014 and ending September 30, 2015 is hereby increased by the amount of \$25,652.16 to account number (410-021-610-6314) for the purpose of funding two (2) scag mowers. This increase will be funded through existing fund balance.

SECTION 2. Continuing effect.

THAT the remaining portions of Ordinance Number 048-2014 shall remain in full force and effect.

SECTION 3. Repeal.

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

SECTION 4. Publication.

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

SECTION 5. Effective Date.

THAT, 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 12th day of February, 2015 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 24th day of February, 2015 with all members of the Council voting “aye” for the passage of same.

CITY OF BIG SPRING

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary



6612 W. Hwy 84, Waco TX 76712
 Phone 940-704-2950 Fax 254-751-1412

Quote Only

Date: 02/05/15
 Quotation#
 Customer ID

Quotation valid until 03/20/15

Quoted To: City of Big Spring
 Big Spring TX
 Attn: Paul

Comments: Prices DO NOT include State, Local or Property Taxes, unless stated.

Model	Description	List Price	Quoted Price	Quantity	Extended
Buy Board Price Contract					
SST72V-25KBD	Scag 72" Zero Turn Mower - 25 HP Diesel Engine	\$ 17,999.00	\$ 14,659.20	1	\$ 14,659.20
920E	Hurricane Mulched Chute		\$ 370.00	1	\$ 370.00
	Adustable chute Lever	NO Price			
48023	Hour Meter		\$ 44.39	1	\$ 44.39
	Canopy		\$ 256.49	1	\$ 256.49
9278	Scag Solid Tires		\$ 131.00	1	\$ 131.00
	Note: Biggest Diesel Engine Available				\$ 15,461.08
SST52V-26CH-EFI	Scag 52" Zero Turn Mower - 26 HP Kholer EFI Engine	\$ 11,799.00	\$ 9,439.20	1	\$ 9,439.20
9284	Hurricane Mulched Chute		\$ 320.00	1	\$ 320.00
	Adustable chute Lever	NO Price			
48023	Hour Meter		\$ 44.39	1	\$ 44.39
9278	Scag Solid Tires		\$ 131.00	1	\$ 131.00
	Canopy		\$ 256.49	1	\$ 256.49
					\$ 10,191.08

If you have any questions concerning this quote, please contact Chris Koulovatos @ 940-704-2950 or chris@bettermowers.com

Thank you for your business.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, APPROVING Z14_06, A REZONE OF BLOCK 4, LOT 17, NORTH BELVUE ADDITION, ALSO KNOWN AS 906 BIRDWELL LANE, LOCATED IN EAST BIG SPRING, HOWARD COUNTY, TEXAS, FROM SINGLE-FAMILY (SF-2) DWELLING ZONING DISTRICT TO MULTI-FAMILY (MF) DWELLING ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission has given its approval of the rezone of said North Belvue Addition, Block 4, Lot 17, Howard County, Texas, also known as 906 Birdwell Lane;

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

SECTION 1. The rezone of Block 4, Lot 17, North Belvue Addition, also known as 906 Birdwell Lane, from Single-Family (SF-2) Dwelling Zoning District to Multi-Family (MF) Dwelling Zoning District in Big Spring, Texas, is hereby approved by said City Council.

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

SECTION 3. 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 4. This Ordinance shall take effect immediately from and after its publication and passage upon two readings in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

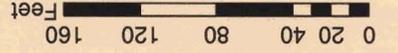
PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 13th day of **January, 2015**, with all members present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 27th day of **January, 2015**, with all members present voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

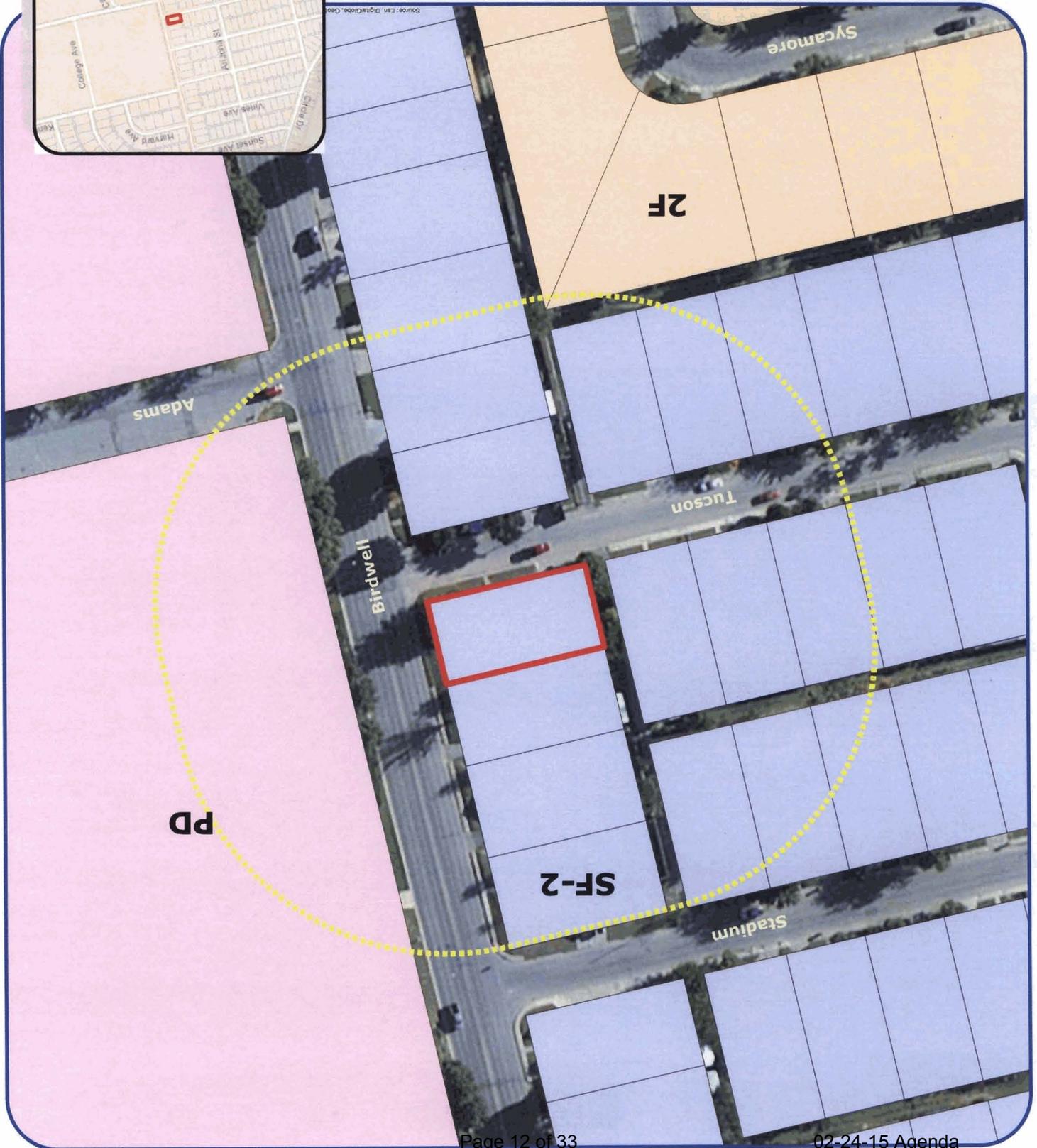
Tami Davis, Asst. City Secretary



Zoning Case File
Case: Z14_06
Council District: Boyd/Benevides

Subject Property: **SF-2**
Current Zoning: SF-2
Requested Zone Change: MF
Vision: N/A

Legend



**THE CITY OF BIG SPRING
ZONING BOARD OF ADJUSTMENTS AND APPEALS
MINUTES OF DECEMBER 19, 2013**

THE CITY OF BIG SPRING ZONING BOARD OF ADJUSTMENTS AND APPEALS HELD A MEETING THURSDAY, DECEMBER 19, 2013 AT 5:30 PM IN THE CITY COUNCIL CHAMBERS, LOCATED AT 307 E 4TH ST.

THE FOLLOWING MEMBERS WERE PRESENT:

Steve Herron
Drew Mouton
Carrie Rodman
Libby Uribe

MEMBERS ABSENT:

Kenneth Johnson

OTHERS PRESENT:

Kenny Davis-Assistant Director Community Services
Leslie Whitten-Administrative Assistant
Thomas Hodges-Code Enforcement Superintendent
James Phelps
Brenda Garrett-(Representative for Larry Riggins)
Eddie & Judy Mann
Mike & Nancy Bond

CALL TO ORDER:

Steve Herron called the meeting to order @ 5:40 PM.

APPROVAL OF MINUTES OF March 27, 2013:

Drew Mouton made motion to approve minutes, Carrie Rodman 2nd motion.
All members present voted "Aye", none opposed. Motion carried.

Mike Rodman, 1014 Baylor, LT 3 BK 21 of College Park Addition, is requesting a variance for a front yard carport. Mr. Davis stated that 18 letters were sent out, 0 no objection, 0 objections and 0 returned letters. Mr. Davis stated that the City of Big Spring object's the sign for the obvious reasons and that is why it was brought before the board. After much discussion, Drew Mouton made motion to disapprove. Carrie Rodman 2nd the motion.

All members present voted "Aye", none opposed. Motion carried.

Mr. Bond asked how much time he had to remove the carport & after more discussion, was told 90 days to have it removed.

Eddie Mann, 614 Holbert, LT 8 BK 3 of Anderson Addition, is requesting a variance for a side yard carport. Mr. Davis stated that 26 letters were sent out, 3 no objections, 0 objections and 0 returned letters. Mr. Davis stated that the City of Big Spring feels that the board needs to make the decision on this particular case because the carport is encroaching the side yard setback. Drew Mouton made motion to approve. Carrie Rodman 2nd the motion.

All members present voted "Aye", none opposed. Motion carried.

James Phelps, 1419 E. 6th, LT 3 BK 1 of Anderson Addition, is requesting a variance for a front yard carport. Mr. Davis stated that 21 letters were sent out, 1 no objection, 0 objections and 0 returned letters. Mr. Davis stated that the City of Big Spring would like for the board to take into account Mr. Phelps' handicap. Libby Uribe made motion to approve. Carrie Rodman 2nd the motion.

All members present voted "Aye", none opposed. Motion carried.

OTHER BUSINESS:

No other business.

ADJOURNMENT:

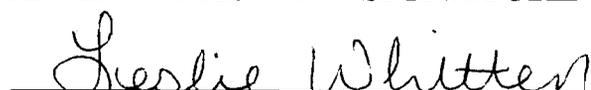
Carrie Rodman made motion to adjourn. Libby Uribe 2nd motion.

All members present voted "Aye". None opposed. Meeting Adjourned.

CHAIRMAN'S SIGNATURE



ADMIN ASSISTANT SIGNATURE



**Convention and Visitors Bureau Committee
Minutes from Wednesday, December 3, 2014
City Council Chambers**

Present: Carmen Harbour, Jacob Cerda, Don Moore, Andrea Barr, Jay Patel, Troy Tompkins, Amy Jacobs, Don Moore
Staff: Debbie Wegman, Hayley Lewis, Terri Telchik, Rachel Kennedy
Absent: Bobby McDonald, Todd Darden
Guests: Howell Martin, Treavor Partlow, Cindy Roberts, Ramon Saldivar, Junior Yanez,

Mrs. Carmen Harbour called the meeting to order at 4:32 p.m.

Approval of minutes

The minutes from the meeting of November 11, 2014 were reviewed. Motion was made by Jay Patel to approve the minutes as written. Motion was seconded by Carmen Harbour and passed unanimously.

Discussion of Follow-up Reports

a. West Texas Rod Run & Sonic Cruise

Treavor Partlow was present to answer any questions about the West Texas Rod Run & Sonic Cruise. He stated it was a good turn out and people did stay the night. The event was able to return \$1,229 to the Convention & Visitors Bureau.

Review of Event Funding Report

The event funding balance was provided to committee members.

Consideration of Event Funding Requests

a. 6th Annual Tournament at the Crossroads:

Cindy Roberts and Howell Martin were present to request funding for the 6th Annual Tournament at the Crossroads. Mrs. Roberts stated that they plan to use Channel 7 and 9 for publicity of their event. They also plan to increase their donations and sponsorships. Motion was made by Troy Tompkins to approve the funding request of \$26,300. Motion was seconded by Jay Patel and passed unanimously.

b. Cinco de Mayo:

Junior Yanez and Ramon Saldivar were present to request funding for Cinco de Mayo. Mr. Yanez stated that the money that was being requested would go towards bands, promotions and advertising. Advertising will be done inside and outside of Big Spring. They plan to do fundraising for their event as well. They are still looking into other venues to hold their event that will meet their needs. Mr. Yanez projects that they will utilize approximately 20 hotel rooms for their event. Motion was made by Jacob Cerda to approve the funding request of \$23,000. Motion was seconded by Andrea Bar and passed unanimously.

Facilities Coordinator Report

Terri Telchik stated that the Dora Roberts Community Center had 25 individual rentals and 2 rentals donated in October with revenue of \$5,847. In November, there were 16

individual rentals and 2 rentals donated which resulted in revenue of \$2,774. The miscellaneous park structures had revenue of \$4,560 in October and \$3,525 in November. Finally, the ball field revenue for October was \$11,475 because of soccer dues and the remainder of football dues.

Financials

The finalized financial reports for September 2014 were provided. Hotel tax revenue report, comparison report of local hotels, data from the state comptroller, and an occupancy report were also provided.

Community Services Director Report

a. Howard College Resolution

Debbie Wegman presented a plaque from Howard College that was given as a thank you for helping with the funding for their art seminars. Mrs. Wegman informed the committee that the first seminar was cancelled due to the Art Director being ill but there will still be two more art seminars to be held in 2015.

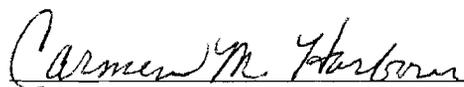
b. Event Funding Guideline Changes

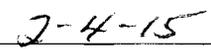
Debbie Wegman presented a draft of new Funding Request forms for the committee members. There was extensive discussion about changes that committee members wanted to be made to the draft. It was asked that the Funding Request form include that the committee will have the City Finance department audit any event funding that is more than \$10,000 as well as proof of revenue and expenses. They want a five year limit on funding requests. The committee asked that it be put in the form that it is encouraged that organizations project 25% of their event funding from some other source than the CVB committee if their funding request exceeds the amount of \$25,000. It should also include that the committee has the final authority to approve or deny any request. It was decided that all committee members would take the draft home to think over it and the new draft would be sent out prior to the next meeting with the revisions that were requested.

Members Comments

Bobby McDonald was not able to be present at the meeting so he had Debbie Wegman read some of his comments at the meeting. Mr. McDonald strongly believes that an electronic billboard should be put up that displays Big Spring's tourism locations and community information. It was asked that this be put on a future agenda for discussion.

Meeting was adjourned at 5:43 p.m.


Carmen Harbour, Chair


Date

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

DECEMBER 10, 2014

The Board of Directors of the Howard County Appraisal District (HCAD) met for their Regular Meeting on December 10, 2014 at 5:15 P.M. Directors present were Donnie Baker, Tim Blackshear, Donnie Reid and Kathy Sayles. Ronny Babcock and Lisa Reyna represented the HCAD.

Mr. Baker called the meeting to order at 5:20 P.M.

No one was registered for comments.

Donnie Reid motioned to approve the bills as printed. Kathy Sayles seconded the motion. Motion carried 4 to 0.

The bills for September, October and November, 2014 were reviewed and approved on a motion from Kathy Sayles and seconded by Tim Blackshear. Motion carried 4 to 0.

The financial reports for September, October and November, 2014 were reviewed and approved on a motion from Donnie Reid, with a second from Kathy Sayles. Motion carried 4 to 0.

The Travel Expenses were reviewed and motion made by Tim Blackshear and seconded by Kathy Sayles. Motion carried 4 to 0.

The board discussed the chief appraiser evaluation for this year.

Tim Blackshear motioned to approve amending the Personnel Manual to include High School Diploma or GED was required. Motion seconded by Donnie Reid. Motion carried 4 to 0.

Discussion was made regarding changing Retirement Administrators. Kathy Sayles motioned to approve the change and Tim Blackshear seconded the motion. Motion carried 4 to 0.

The board decided to table the Dental Proposal.

Tim Blackshear motioned to retain the funds from the Arbitration/Litigation account. Donnie Reid seconded the motion. Motion carried 4 to 0.

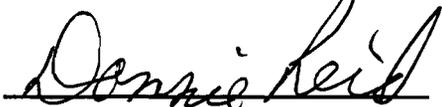
Donnie Reid motioned to authorize the chief appraiser to seek auto bids. Tim Blackshear seconded the motion. Motion carried 4 to 0.

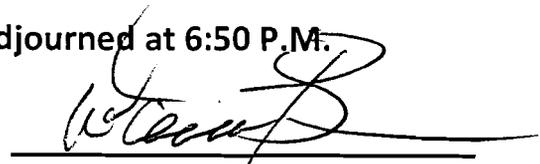
Tim Blackshear motioned to approve James McFarland and Michelle Machwart for another 2 year term for the Appraisal Review Board. Donnie Reid seconded the motion. Motion carried 4 to 0.

Tim Blackshear motioned to approve the 2015 Holiday schedule for the HCAD employees. Kathy Sayles seconded the motion. Motion carried 4 to 0.

Kathy Sayles motioned to approve hiring an additional employee for the deed changes. Donnie Reid seconded the motion. Motion carried 4 to 0.

With no other business to discuss, the meeting adjourned at 6:50 P.M.


Secretary, Donnie Reid


Chairman, Donnie Baker



***Purchasing and Material Control
Memorandum***

To: Honorable Mayor, City Council, City Manager
From: John Medina, Assistant City Manager 
Date: February 24, 2015
Subject: Permission to Advertise for Sealed Bids for Purchase of City Owned Property Located at 707 Nolan Street

The City has been approached with some interest in this property.

Recommendation: Staff recommends that this property be bid out and return it to the tax roll.

Big Spring, TX



Legend

- Streets
- + Railroad
- Parcel
- ▭ City Limit

JM JACOB & MARTIN, LTD.
CONSULTING ENGINEERS

1: 1,339 

223.1 0 111.57 223.1 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

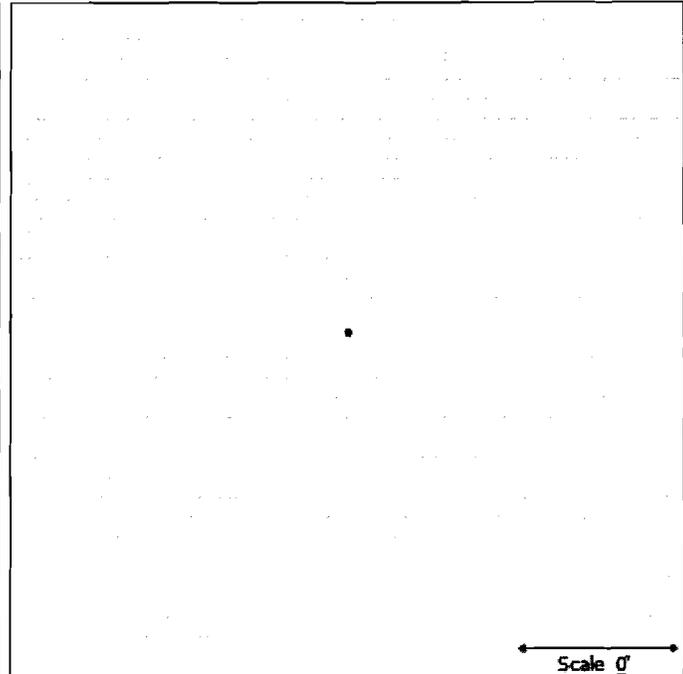
Notes

02-24-15 Agenda

Ownership
BIG SPRING CITY OF
 310 NOLAN
 BIG SPRING, TX 79720
 OWNER INTEREST 1.0

Exemptions/Deed
 CONST EXEMPT

METES AND BOUNDS
 IMA ()
 IMA ()



Legal Information
 LEGAL: LT 9 BK 60 ORIGINAL TOWN 50X140 1040 0.161 ACRES
 SITUS: 707 NOLAN
 ACRES:0.161
 ALT:8370
 XREF:8370.1

Appraisal Coding
 Appr By Check By
 Appr Dt 10/05/11 Check Dt 1/1/1900

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

Building Code	Hs Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition %	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Value	Feature Code	Cpsf / Value
IMA-POOR ACCESS TO P	N	NOCLAS	1	0.00	0	0	0%	0%	0%	0%	100%	0%	0.0%	0	AUT-ALL	0
IMA- DUE TO STEEP P	N	NOCLAS	1	0.00	0	0	0%	0%	0%	0%	100%	0%	0.0%	0		0
			=====		=====	=====								=====		0
			2		0	0								0		

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
LFF06	50.0 FF/50.0 RF/140.0 DF LOTS	10.0		10.00		0%		N	500	C1						0
									=====							0
									500							

Comments

Land Non Homesite +	2015	Ptd	Change +/-	Prior	2014	Ptd	Entity / Description	Exemption	Txbl Value	Tax Rate	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Coding
Total Market =	500	C1	0	500	500	C1	01H HOWARD COUNTY	500	0	.00359828		0.00	MULTI	
Assessed =	500		0	500	500		02B CITY OF BIG SPRING	500	0	.0085664		0.00		
							03B BIG SPRING ISD	500	0	.0144950		0.00		
							052 HOWARD COLLEGE	500	0	.00203738		0.00		
							** ESTIMATED TOTAL					=====		
												0.00		



Purchasing and Material Control Memorandum

To: Honorable Mayor, City Council, City Manager
From: Paul Sotelo, Purchasing Agent
Date: February 24, 2015
Subject: Request for Bid Award for Police Department Patrol Units

On Thursday, February 12, 2015, the City of Big Spring received a quote for four (4) Police Department Patrol Units thru the BuyBoard Purchasing Cooperative.

Recommendation: Staff recommends that the bid be awarded to Caldwell Country Ford of Caldwell, TX for four (4) 2016 Ford PI SUVs for \$156,260.16, which is \$1,239.84 under budget.

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

DIRECT BID

End User: CITY OF BIG SPRING Caldwell Rep: MICHAEL WILEY
 Contact: PAUL SOTELO Phone/fax: 254-865-9112 / 254-865-9118
 Phone/email: 432-264-2388 / psotelo@mybigspring.com Date: Thursday, February 05, 2015
 Product Description: 2016 FORD PI UTILITY email: aaron@caldwellcountry.com

A. Bid Series: DIRECT A. Base Price: \$ **25,238.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
K8A	ALL WHEEL DRIVE	INCL			
	3.7L FFV V6; 6-SPD AUTOMATIC	INCL	CAP	CAP FLEET QUOTE 4995 PKG	\$ 12,839.54
	FRONT AND REAR A/C	INCL		WHELEN LED DUO LIGHTBAR	INCL
	CLOTH BUCKETS FRONT	INCL		SIREN SWITCHBOX	INCL
	VINYL REAR SEAT	INCL		100 WATT SPEAKER	INCL
	RUBBER FLOOR	INCL		PRISONER PLASTIC SEAT	INCL
	AM/FM/CD; CRUISE CONTROL	INCL		REAR CARGO BARRIER	INCL
	POWER WINDOWS AND LOCKS	INCL		1/2 SLIDER PRISONER PARTITION	INCL
86P	HEADLIGHT HOUSING FOR LED'S	\$ 118.00		CONSOLE WITH ARMREST	INCL
68G	INOP REAR DOORS AND LOCKS	\$ 33.00		CPU LOCKING MOUNT	INCL
43D	COURTESY LAMP DISABLE	\$ 19.00		SL20X LED W/CHARGER	INCL
Total of B. Published Options:					\$ 13,009.54

C. Unpublished Options [Itemize each below, not to exceed 25%] \$= 1.0 %

Options	Bid Price	Options	Bid Price
60R- RADIO SUPPRESSION	\$ 95.00	CONTINUED CAP EQUIPMENT	INCL
18W- INOP REAR WINDOWS	\$ 33.00	RAPTOR RP-1 DUAL KA BAND RADAR	INCL
595- KEYLESS ENTRY	\$ 247.00	L3 CAMERA SYSTEM SINGLE CAM	INCL
WHITE	COLOR	BROOKINGS WIG WAGS	INCL
150-180 DAYS ESTIMATED	DELIVERY	INSTALLATION PLUS SUPPLIES	INCL
WITH INSTALLATION		LEGAL TINT WINDOWS	INCL
Total of C. Unpublished Options:			\$ 375.00

D. Pre-delivery Inspection: \$ -

E. Texas State Inspection: \$ -

F. Manufacturer Destination/Delivery: \$ -

G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

I. Contract Price Adjustment: _____

J. Additional Delivery Charge: 295 miles \$ **442.50**

K. Subtotal: \$ **39,065.04**

L. Quantity Ordered 4 x K = \$ **156,260.16**

M. Trade in: _____

N. _____

O. **TOTAL PURCHASE PRICE** \$ **156,260.16**



Agreement for Professional Services

Date February 3, 2015
PSC Job No 01.3731.15
Project Manager Alan Holly, PE

Office Location:
Address 4222 85th Street
Lubbock, TX 79423
Phone 806.473.2200 Fax 806.473.3500

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

A. Client Information

Name City of Big Spring
Address 310 Nolan
City Big Spring State TX Zip 79720
Representative Mr. Johnny Womack Phone 4322642514
Owner of Property Involved _____

B. Project Description

Project Name 2015 Group Seal Coat Program Client PO No. _____
Location Various
Estimated Completion Date _____
Description of CONSULTANT'S Service or Scope of Work: _____

Client will provide access to work site(s).

C. Compensation

- CONSULTANT'S total fee is estimated to be \$____. Actual fee shall not exceed such estimate by more than ten percent (10%) without the express written consent of CLIENT.
- Basis of CONSULTANT'S fee (check one)
 - Lump Sum with Progress Payments (schedule attached)
 - Time and Materials in accordance with the Schedule of Charges dated January 2015
 - Other (description) _____.
- CLIENT shall pay a retainage fee of \$____, which fee shall be paid in full prior to commencement of the services herein contemplated. Said fee shall be applied to CLIENT'S final payment for the services or products provided under this agreement.

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

E. Having read, understood and agreed to the foregoing, CLIENT and CONSULTANT, by and through their authorized representatives, have subscribed their names hereon effective the _____ day of _____, 2015.

Client: City of Big Spring	Parkhill, Smith & Cooper, Inc.
Name <u></u>	Name <u></u>
Title <u>Johnny Womack</u>	Title <u>Robert H. (Holly) Holder, PE</u>
Title <u>Public Works Director</u>	Title <u>Firm Principal</u>
Date _____	Date <u>02/03/15</u>

Agreement to be executed in duplicate

CLIENT:City of Big Spring

DATE:February 3, 2015

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

ARTICLE 4. SERVICES

4.1 INVOICING

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

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

4.2 SERVICES DURING CONSTRUCTION

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

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

4.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST

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

4.4 HAZARDOUS MATERIALS

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

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

4.5 ACCESSIBILITY – TEXAS ACCESSIBILITY STANDARD (TAS)

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

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

4.6 SERVICES BY CLIENT

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

4.7 OWNERSHIP OF DOCUMENTS

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

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

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

4.8 DELIVERY OF ELECTRONIC FILES

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

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

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

ARTICLE 5. GENERAL PROVISIONS

5.1 APPLICABLE LAW

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

5.2 PRECEDENCE OF CONDITIONS

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

5.3 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 sub consultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

5.4 AMENDMENTS

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

5.5 DELAYS

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

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

5.6 INSURANCE

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

5.7 MERGER: WAIVER: SURVIVAL

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

5.8 TERMINATION

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

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

5.9 CONSEQUENTIAL DAMAGES

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

5.10 THIRD-PARTY BENEFICIARIES

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

5.11 MAINTENANCE/WEAR AND TEAR

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

ARTICLE 6. ALLOCATION OF RISK, WARRANTY

6.1 WARRANTY; STANDARD OF CARE

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

6.2 DISPUTE RESOLUTION

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

6.3 BETTERMENT

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

6.4 ALLOCATION OF RISK

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

*** END ***

PARKHILL, SMITH & COOPER, INC. (CONSULTANT)

City of Big Spring

By Robert Holly Holder
Robert H. (Holly) Holder, PE
Firm Principal

Accepted By: _____

Title: _____

Date: 02/03/15

Date: _____

INTERLOCAL AGREEMENT

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

The Agreement of the parties is as follows:

1. Term.

This Agreement shall extend through the 2015 seal coating season and for so long thereafter as may be necessary to complete the 2015 seal coating program in a manner satisfactory to the individual participants.

2. Consideration.

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

3. Joint Bid Process.

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

4. Communication.

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

5. Payment.

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

6. Force Majeure.

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

7. Modification.

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

8. Construction.

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

9. Severability.

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

10. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements or understandings, whether written or oral with respect to the subject matter hereof. No verbal agreement or conversation with any officer, agent or employee of a participant either before or after execution of the Agreement shall

affect or modify any of the terms or obligations contained in the contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the participants.

11. Additional parties.

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

12. Venue

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

13. Effective Date.

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

This Agreement contemplates that all payments shall be made from current funds budgeted for the year 2015. In the event the governing body of the City of Big Spring shall fail to appropriate funds to participate in the seal coat program in the 2015 budget, then this Agreement shall terminate on the last day of the fiscal year preceding the year for which appropriation is not made.

City of Big Spring

By: _____
Public Works Director

ATTEST:

City Secretary

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, January 20, 2015 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, January 20, 2015 in the offices of the Big Spring Economic Development Corporation. The following notice was sent on January 16, 2015 to all Directors, the news media, and duly posted on January 16, 2015, 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, January 20, 2015 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 December 16, 2014 Regular Board Meeting, Action to Approve December Financials Report, Action to Approve December Investment Report, Presentation by Texas Economic Development Council, Directors Report, Executive Session, Action as a Result of Executive Session, Public Comment, Board Comment, and Adjourn".

Directors Present:

Mr. Terry Hansen- President
Mr. Cole Morgan-Vice President
Mrs. Nadine Reyes- Secretary/Treasurer
Mr. Bob Price
Mrs. Kay McDaniel

Directors Absent:

Staff Present:

Mr. Terry Wegman
Mrs. Teresa Darden

Guests that signed in:

Jim DePauw, Len Wilson, Bobby McDonald, Marie Ethridge, Pat Simmons, Bruce Allen, Marsha Allen, David Alaman, David Elmore, Jay Holt, Jim Little Raul Benavides, Warren Wallace, Terry McDaniel, Larry McLellan

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

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

Mr. Hansen recognized guests from Lamesa, Coahoma and Big Spring City Council

ACTION ITEM #2- Action on Minutes of the December 16, 2014 Regular Board Meeting:

Mr. Hansen presented the minutes of the December 16, 2014, Regular Meeting. Motion to accept the minutes for the December 16, 2014 Regular Meeting was made by Mr. Morgan seconded by Mrs. McDaniel. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #3- Action to Approve December Financials Report:

Mrs. Reyes presented December Financials. Motion to approve the December Financials was made by Mrs. Reyes seconded by Mr. Morgan. The motion passed 5 to 0 with all members present voting “aye” in favor of the motion.

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

Mrs. Reyes presented the December Investment Report. Motion to approve the December Investment Report was made by Mrs. McDaniel seconded by Mr. Price. The motion passed 5 to 0 with all members present voting “aye” in favor of the motion.

AGENDA ITEM #5- Presentation by Texas Economic Development Council President/CEO Carlton Schwab:

Mr. Schwab gave an informative and educational presentation on Economic Development. The presentation included; What is Economic Development, How does Economic Development Work, ED Sales Tax Law, Characteristics of Excellence among high functioning EDC’s, and Economic Development and the Texas Legislature.

AGENDA ITEM #6- Directors Report:

Mr. Wegman updated the Board several projects including: The Annual Audit is underway and will be ready in February for Board approval, Invenergy Wind Project has qualified for PTC (Production Tax Credit) and has begun initial construction, Prime Eco construction has started at the Airpark, Airpark Rail Project is still under way with paving for crossing scheduled for early February, The City is waiting on field notes on an easement from engineers to continue with the sewer bore project, Design build for phase 3 of the airpark project is currently under attorney review, PIC plans to attend next EDC meeting to address the Board on EDC property, Ironhorse has applied for short-line and UP is looking forward to all the benefits the activity east of town will possess.

Mr. Wegman updated the Board on past and upcoming meetings including: Oncor Economic Development Luncheon in Sweetwater Jan. 21st, Chamber of Commerce Banquet Jan. 27th, West Texas Energy Consortium Jan. 29th, Howard County Day at the Capitol Feb. 10th, TEDC Legislative Conference Feb 24th and next Board meeting Feb. 17th.

AGENDA ITEM #7- Executive Session:

Mr. Hansen adjourned the Board of Directors into Executive Session @ 6:47 pm., January 20, 2015

Mr. Hansen called the Executive Session to order at 6:48pm., January 20, 2015

Mr. Hansen adjourned out of executive session at 7:19pm., January 20, 2015

AGENDA ITEM #8- Action as a Result of Executive Session:

None

AGENDA ITEM #9- Public Comments:

None

AGENDA ITEM # 10- Board Comments:

Mrs. McDaniel encouraged everyone to visit the new CVB building on 3rd St.
Mr. Hansen expressed his appreciation toward Mr. Wegman for coordinating the presentation by Mr. Schwab.

AGENDA ITEM # 11- Adjourn:

Mr. Price made a motion to adjourn, seconded by Mr. Morgan.
The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.
Meeting adjourned at 7:22 pm on January 20, 2015.

ATTEST:



~~Mrs. Nadine Reyes, Secretary/Treasurer~~

Mr. Cole Morgan, Vice President



Mr. Terry Hansen, President