



CITY COUNCIL AGENDA

Tuesday, February 25, 2014

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, February 25, 2014, 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"
Thank You!**

Presentations & Public Hearings

1. Invocation & Pledge of Allegiance to the United States Flag and to the Texas State Flag
"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
McLellan

Disposition of Minutes

2. Approval of Minutes of the Regular Meeting of February 11, 2014
4-8 Davis

Consent Items

3. Final Reading of an Ordinance Approving a Replat of Kentwood (Unit 2), Block 20, Lots 23-41, Block 21, Lots 1-9 and 24-43 and Block 24, Lots 1-20, Being Approximately 22.5 Acres Located West of Morgan Ranch Road and South of East 25th Street
9 Browning
4. Final Reading of a Resolution Approving the Submission of a Grant Application to the Multi-Jurisdictional Truancy Prevention Alternative Dispute Resolution Program to the Office of the Governor, Criminal Justice Division for Funds to Aid in Developing Programs that Promote Greater Accountability in the Juvenile Justice
10 Williams

System; and Providing an Effective Date

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| 5. | Final Reading of an Ordinance Amending Chapter Eighteen, Entitled “Traffic,” Article 5 Entitled, “Stopping, Standing and Parking,” by Amending Section 18-128 Entitled, “Definitions”; Renaming Section 18-145 “Parking on Front or Street Yards,” and Amending the Section in Order to More Effectively Regulate the Front and Street Yard Parking of Motor Vehicles, Recreational Vehicles, Boats and Trailers; Providing for a Penalty; Providing for Publication; Providing for Severability and Providing an Effective Date | 11-14 | Sjogren |
| 6. | Acceptance of the McMahon-Wrinkle Airport and Industrial Park Development Board Minutes for the Meeting of January 16, 2014 | 15-16 | Little |
| 6. | Acceptance of the Howard County Appraisal District’s Board of Directors Minutes for the Regular Meeting of January 8, 2014 | 17 | Moore |

Routine Business

- | | | | |
|----|--|--|-----------|
| 7. | Vouchers for 02/13/14 \$ 221,578.11
Vouchers for 02/20/14 \$ 1,071,140.68 | | Benavides |
|----|--|--|-----------|

New Business

- | | | | |
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| 8. | First Reading of an Ordinance Amending Chapter Thirteen of the Code of Ordinances, by Adding a New Article Fourteen Entitled “Fire and Rescue Service Fees;” Establishing Fees for Services Rendered at Vehicle Fires, Vehicle Accidents, Hazardous Waste Spills and Rescue Incidents; Providing for Severability, Providing for Publication, and Providing an Effective Date | 18-21 | Ferguson |
| 9. | Consideration and Approval of an Agreement with Terracon Consultants, Inc. for Asbestos Consulting Services for the Parachute Building at McMahon-Wrinkle Airport and Industrial Park and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 22-28 | Little |
| 10. | Acceptance of the Big Spring Economic Development Corporation Board of Directors Minutes for the Regular Meeting of December 17, 2013 | 29-32 | Sjogren |

City Manager’s Report

- | | | | |
|-----|----------|--|--------|
| 11. | Staffing | | Darden |
|-----|----------|--|--------|

Council Input

12. Input

McLellan

Executive Session

13. **Quarterly Update** – Adjourn into Executive Session in Accordance with Texas Government Codes Section 551.071(1)(A) to Consult with the City Attorney Concerning Pending or Contemplated Litigation

McLellan

14. Reconvene in Open Session and Take Any Necessary Action

15. 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, February 21, 2014 at 4:30 p.m. In addition this agenda and supporting documents are posted on the City of Big Spring’s website, **www.mybigspring.com** in accordance with legal requirements.


Lesa Gamble, Administrative Assistant

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

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

February _____, 2014 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., February 11, 2014, with the following members present:

LARRY McLELLAN	Mayor
MARCUS FERNANDEZ	Mayor Pro Tem
CARMEN HARBOUR	Councilmember
GLEN CARRIGAN	Councilmember
BOBBY McDONALD	Councilmember
RAUL BENAVIDES	Councilmember
MARVIN BOYD	Councilmember

Same and constituting a quorum; and

TODD DARDEN	City Manager
LINDA SJOGREN	City Attorney
JOHN MEDINA	Human Resources Director
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
TIM GREEN	Municipal Court Judge
DON MOORE	Interim Finance Director/ City Secretary
JOHNNY WOMACK	Public Works Director

PRESENTATIONS & PUBLIC HEARINGS

INVOCATION & PLEDGE OF ALLEGIANCE

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

PUBLIC HEARING – REGARDING A REPLAT OF KENTWOOD (UNIT 2), BLOCK 20, LOTS 23-41, BLOCK 21, LOTS 1-9 AND 24-43 AND BLOCK 24, LOTS 1-20, BEING APPROXIMATELY 22.5 ACRES LOCATED WEST OF MORGAN RANCH ROAD AND SOUTH OF EAST 25TH STREET. ZONED: PDD, TOWNHOUSES, APPLICANT: WHITE OAK DEVELOPMENT, LLC (FRITZ VAN NEST)

Motion was made by Councilmember Carrigan, seconded by Councilmember Harbour with all members of the Council voting “aye” to open the above listed public hearing. After a few questions from the Council and no comments from citizens, motion was made by Mayor Pro Tem Fernandez, seconded by Councilmember Benavides with all members of the Council voting “aye” to close the public hearing.

DISPOSITION OF MINUTES

APPROVAL OF MINUTES OF THE REGULAR MEETING OF JANUARY 28, 2014

Motion was made by Councilmember Harbour, seconded by Councilmember Carrigan, with all members of the Council voting "aye" approving the minutes of the regular meeting of January 28, 2014.

CONSENT ITEMS

FINAL READING OF AN ORDINANCE CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 10, 2014, FOR THE PURPOSE OF ELECTING ONE PERSON TO SERVE AS CITY DISTRICT ONE COUNCILMEMBER WHO SHALL BE ELECTED BY MAJORITY VOTE OF THE QUALIFIED VOTERS OF DISTRICT ONE AND ELECTING ONE PERSON T SERVE AS CITY DISTRICT THREE COUNCILMEMBER WHO SHALL BE ELECTED BY MAJORITY VOTE OF THE QUALIFIED VOTERS OF DISTRICT THREE; 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 AND PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember Carrigan, seconded by Councilmember Benavides, with all members of the Council voting "aye" approving the above listed ordinance.

BIDS

AWARD BID FOR A LEASE PURCHASE FINANCING PACKAGE FOR VARIOUS EQUIPMENT AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember McDonald, seconded by Councilmember Benavides, with all members of the Council voting "aye" awarding bid to Bank of America for a Lease Purchase Financing Package for various equipment and authorizing the Mayor to execute any necessary documents.

ROUTINE BUSINESS

Councilmember McDonald reviewed the vouchers. Motion was made by Councilmember McDonald, seconded by Councilmember Benavides, with all members of the Council voting "aye" approving vouchers in the amount of \$280,094.94 (01/30/14) and \$1,368,683.64 (02/06/14).

NEW BUSINESS

FIRST READING OF AN ORDINANCE APPROVING A REPLAT OF KENTWOOD (UNIT 2), BLOCK 20, LOTS 23-41, BLOCK 21, LOTS 1-9 AND 24-43 AND BLOCK 24, LOTS 1-20, BEING APPROXIMATELY 22.5 ACRES LOCATED WEST OF MORGAN RANCH ROAD AND SOUTH OF EAST 25TH STREET

Motion was made by Councilmember Carrigan, seconded by Mayor Pro Tem Fernandez, with all members of the Council voting “aye” approving a first reading of the above captioned ordinance.

FIRST READING OF A RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE MULTI-JURISDICTIONAL TRUANCY PREVENTION ALTERNATIVE DISPUTE RESOLUTION PROGRAM TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR FUNDS TO AID IN DEVELOPING PROGRAMS THAT PROMOTE GREATER ACCOUNTABILITY IN THE JUVENILE JUSTICE SYSTEM; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Mayor Pro Tem Fernandez, seconded by Councilmember McDonald, with all members of the Council voting “aye” approving a first reading of the above mentioned resolution.

FIRST READING OF AN ORDINANCE AMENDING CHAPTER EIGHTEEN, ENTITLED “TRAFFIC,” ARTICLE 5 ENTITLED, “STOPPING, STANDING AND PARKING,” BY AMENDING SECTION 18-128 ENTITLED, “DEFINITIONS”; RENAMING SECTION 18-145 “PARKING ON FRONT OR STREET YARDS,” AND AMENDING THE SECTION IN ORDER TO MORE EFFECTIVELY REGULATE THE FRONT AND STREET YARD PARKING OF MOTOR VEHICLES, RECREATIONAL VEHICLES, BOATS AND TRAILERS; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

After a brief discussion, motion was made with one change by Councilmember Benavides, seconded by Councilmember McDonald, with Councilmembers Harbour, Carrigan, McLellan, McDonald, Benavides and Boyd voting “aye” approving first reading of the above captioned ordinance. Mayor Pro Tem Fernandez, being opposed, voting “nay” for passage of same. Motion passed six to one.

CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH AND COOPER FOR THE 2014 SEAL COAT PROGRAM AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Mayor Pro Tem Fernandez, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving the above captioned agreement.

CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT WITH VARIOUS GOVERNMENTAL ENTITIES FOR THE 2014 SEAL COAT PROGRAM AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Mayor Pro Tem Fernandez, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving the above captioned agreement.

DISCUSSION AND CONSIDERATION OF CREATING A LANDFILL/SANITATION ENTERPRISE FUND

Council voted to authorize City staff to create the fund. Motion was made by Councilmember McDonald, seconded by Mayor Pro Tem Fernandez, with all members of the Council voting “aye” approving City staff to create a Landfill/Sanitation Enterprise Fund.

CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BIG SPRING AND HOWARD COUNTY FOR CONSTRUCTION, OWNERSHIP, OPERATION AND CLOSURE OF THE BIG SPRING/HOWARD COUNTY LANDFILL AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

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

CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BIG SPRING AND HOWARD COUNTY FOR EMERGENCY MEDICAL SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

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

EXECUTIVE SESSION

QUARTERLY UPDATE FROM BIG SPRING ECONOMIC DEVELOPMENT CORPORATION.

No executive session was held but Mr. Wegman explained in open meeting that there were no new updates to report.

CITY MANAGER’S REPORT

Todd Darden, City Manager, reported :

- That the City will be closed on Monday, February 18, 2014 in observance of Presidents Day.

COUNCIL INPUT

All councilmembers thanked Todd and his staff for their hard work on street repairs and filling the holes due to water breaks.

ADJOURN

Motion was made by Councilmember McDonald, seconded by Councilmember Benavides, with all members of the Council voting "aye" to adjourn at 7:05 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, APPROVING A REPLAT OF KENTWOOD (UNIT 2), BLOCK 20, LOTS 23-41, BLOCK 21, LOTS 1-9 AND LOTS 24-43 AND BLOCK 24, LOTS 1-20, BEING APPROXIMATELY 22.5 ACRES LOCATED WEST OF MORGAN RANCH ROAD AND SOUTH OF E. 25TH STREET, TO THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission has given its final approval of the replat of Kentwood (Unit 2), Block 20, Lots 23-41, Block 21, Lots 1-19 and 24-43 and Block 24, Lots 1-20, being approximately 22.5 acres located West of Morgan Ranch Road and South of E. 25th St.;

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

SECTION 1. The replat of Kentwood (Unit 2), Block 20, Lots 23-41, Block 21, Lots 1-19 and Lots 24-43 and Block 24, Lots 1-20 of the City of Big Spring, Howard County, Texas is hereby approved.

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

SECTION 3. This ordinance shall take effect immediately from and after its 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 the first reading at a regular meeting of the City Council on the **11th** day of **February, 2014**, 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 **25th** day of **February, 2014**, with all members present voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE MULTI-JURISDICTIONAL TRUANCY PREVENTION ALTERNATIVE DISPUTE RESOLUTION PROGRAM TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR FUNDS TO AID IN DEVELOPING PROGRAMS THAT PROMOTE GREATER ACCOUNTABILITY IN THE JUVENILE JUSTICE SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds it in the best interest of the citizens of City of Big Spring that the Multi-Jurisdictional Truancy Prevention Alternative Dispute Resolution Program be operated from September 1, 2014 through August 31, 2015; and

WHEREAS, the City of Big Spring City Council agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division grant application; and

WHEREAS, in the event of loss or misuse of the Criminal Justice Division funds, the City of Big Spring City Council assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the City of Big Spring City Council designates Todd Darden as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

SECTION 1: the City of Big Spring City Council approves submission of the grant application for the Multi-Jurisdictional Truancy Prevention Alternative Dispute Resolution Program to the Office of the Governor, Criminal Justice Division.

SECTION 2: this resolution shall become effective immediately upon its passage.

PASSED AND APPROVED on first reading by the City Council of the City of Big Spring, Texas this **11th** day of **February, 2014**, at a regular meeting of the City Council, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second reading by the City Council of the City of Big Spring, Texas this **25th** day of **February, 2014**, at a regular meeting of the City Council, with all members present voting "aye" for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER EIGHTEEN, ENTITLED "TRAFFIC," ARTICLE 5 ENTITLED, "STOPPING, STANDING AND PARKING," BY AMENDING SECTION 18-128 ENTITLED, "DEFINITIONS"; RENAMING SECTION 18-145 "PARKING ON FRONT OR STREET YARDS," AND AMENDING THE SECTION IN ORDER TO MORE EFFECTIVELY REGULATE THE FRONT AND STREET YARD PARKING OF MOTOR VEHICLES, RECREATIONAL VEHICLES, BOATS AND TRAILERS; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Big Spring finds it in the best interest of the citizens of the City to revise and update the Parking Ordinance of the City of Big Spring to more effectively regulate front and street yard parking;

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

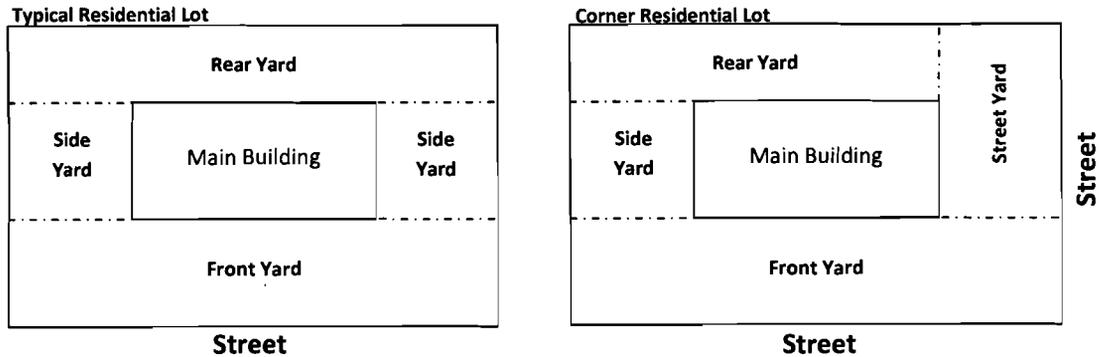
SECTION 1. The City of Big Spring Code of Ordinances Chapter 18 entitled "Traffic, Article 5 entitled, "Stopping Standing and Parking," Sections 18-128 and 18-145 are hereby amended to read as follows:

Sec. 18-128. Definitions.

1. In this Article, the terms described below shall be used and defined as follows:
 - a. "Motor Vehicle" means a vehicle that is self propelled.
 - b. "Operator" means a person in actual physical control of the vehicle.
 - c. "Owner" means a person who has (1) legal title to a motor vehicle, or (2) the right to possess or control a vehicle.
 - d. "Front Yard" means an open, unoccupied space on a lot facing a street extending across the lot between the side lot lines and from the front of the main building to the front lot or street line. See Illustration labeled "Typical Residential Lot" in part 2 of this section.
 - e. "Truck-tractor" means a motor vehicle designed or used primarily for pulling other vehicles and not constructed to carry a load other than a part of the weight of the vehicle being drawn.
 - f. "Semitrailer" means a vehicle without motive power that is designed, or used with a motor vehicle, so that some of its weight and the weight of its load rest on, or is carried by, the motor vehicle.

- g. "Side Yard" means the area between a property line and the side main building wall of a lot and extending from the front building wall to the rear building wall. See Illustration labeled "Typical Residential Lot" in part 2 of this section.
- h. "Trailer" means a vehicle without motive power that is: (1) designed or used to carry property or passengers on its own structure exclusively; and (2) drawn by a motor vehicle.
- i. "Vehicle" means a mechanical device, other than a device moved by human power by which persons or property can be transported. The term includes a motor vehicle, commercial motor vehicle, truck-tractor, trailer, or semitrailer but does not include self propelled wheel chairs or mechanical devices while being used by handicapped individuals.
- j. "Authorized Emergency Vehicle" means: a fire department or police vehicle, a public or private ambulance operated by a person who has been issued a license by the Texas Department of Health; a municipal department or public service corporation emergency vehicle that has been designated by the City Council; a private vehicle of a volunteer firefighter or certified emergency medical services employee or volunteer when responding to a fire alarm or medical emergency.
- k. "Paved Surface" shall mean an area continuously surfaced by concrete, hot mix asphalt, brick or stone pavers or gravel.
- l. "Park" or "Parking" means to stand an occupied or unoccupied vehicle, other than temporarily.
- m. "Recreational Vehicle" or "RV" means any vehicular, portable structure designed for temporary or short term occupancy. Such vehicles shall include self-propelled recreational vehicles, travel trailers, converted buses, tent trailers, motor homes, or similar devices used for temporary portable housing.
- n. "Stand" or "Standing" means to halt an occupied or unoccupied vehicle while receiving property or passengers.
- o. "Stop" or "Stopping" means to halt an occupied vehicle.
- p. "Street Yard" means, with respect to a corner lot, the area of a lot lying between the property line adjacent to a street or right-of-way and the main building wall and extending from the main building wall to the street and the rear corner of the main building wall to the right-of-way. See Illustration labeled "Corner Residential Lot" in part 2 of this section.

2. Illustrations:



Sec. 18-145. Parking on Front or Street Yards.

Parking on the front yard or street yard of a residence is allowed only on paved surfaces. Rear yard and side yard parking is allowed on unpaved surfaces when compliant with all other city ordinances.

1. Prohibition.

- a. It shall be unlawful for any person to park or to cause, suffer, maintain or allow to be parked upon any property under his control, either as owner or tenant, any vehicle, trailer, boat or recreational vehicle on any unpaved surface in the front yard or street yard, as defined herein, of any lot zoned for residential purposes.
- b. Each paved parking space on a front or street yard must be at least nine feet by twenty feet (9' x 20'). Where curb and gutter exist paving must be constructed of four inches (4") of concrete. Where no curb and gutter exist, paving may be constructed of four inches (4") of concrete, two inches (2") of asphalt or gravel, or two inch (2") pavers.

The location and construction of required paved front yard surfaces must be in compliance with all City ordinances, regulations, and driveway standards. Parking or paving over sidewalks, easements or public access property is prohibited.

2. Exceptions:

Persons operating authorized emergency vehicles and persons displaying valid state issued disabled parking placard/plates are exempt from the requirements of this section.

3. Penalty.

Any person violating the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punishable by a fine of not less than Fifty Dollars (\$50.00) nor more than One-Hundred Dollars (\$100.00) for the first (1st) offense, no less than One-Hundred Dollars (\$100.00) nor more than One-Hundred Fifty Dollars (\$150.00) for the second (2nd) offense, and no less than One-Hundred Fifty Dollars (\$150.00) nor more than Two-Hundred Fifty Dollars

(\$250.00) for subsequent offenses. Each day that a violation occurs constitutes a separate offense.

SECTION 2. 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 3. Should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.

SECTION 4. This ordinance shall become effective upon its passage and publication in accordance with the provisions of the Charter of the City of Big Spring.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **11th** day of **February, 2014**, with Councilmembers Harbour, Carrigan, McLellan, McDonald, Benevidas, and Boyd voting “aye” for passage of the same and Councilmember Fernandez being opposed, voting “nay”. Motion passes six (6) to one (1).

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **25th** day of **February, 2014**, with Councilmembers Harbour, Carrigan, McLellan, McDonald, Benevidas, and Boyd voting “aye” for passage of the same and Councilmember Fernandez being opposed, voting “nay”. Motion passes six (6) to one (1).

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

**City of Big Spring
Big Spring McMahon-Wrinkle Airport and Industrial Park
Development Board Meeting Minutes
January 16, 2014**

The Big Spring Airport and Industrial Park Development Board met in Regular Session at 5:30 p.m., on Thursday, January 16, 2014 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Phillip Welch called the meeting to order at 5:32 p.m. with the following members in attendance:

Phillip Welch, Chairman
Ned Crandall
Wayne Dawson, Safety Officer

Paschal Odom, Vice Chair
Jane Armstrong

Absent:

Willie Rangel

Jim DeVille - RESIGNED

Also in attendance:

Jim Little, Airport Director
Terry Wegman, BSEDC

Kelly Seales, Director's Assistant
Aubrey Weaver, Jr.

Item # 1

Call to Order

Phillip Welch called the meeting to order at 5:32 pm.

Item # 2

Review and approve minutes from November 21, 2013 meeting

Motion to approve made by Paschal Odom, seconded by Jane Armstrong, with all members voting "aye" for acceptance of the minutes as written.

Item # 3

Big Spring Economic Development Corporation Update

Terry Wegman updated the board on the Western Container rail storage track which is currently being developed. There will also be a switch in the track leading out to the tarmac. Fort Worth Pipe has increased their activities on the airpark. There is also a new tenant that will be a rail customer, D&I Silica and sister company Hi Crush. Another possible tenant will be coming in to meet with the EDC and City officials. The rail yard on the east side of Big Spring is still moving forward. Their representatives will be meeting with the EDC to update them on their progress, including the engineering plans that have been done in conjunction with Union Pacific in an effort to streamline the approval process. The EDC is also working with hotel developers interested in building on the north side of interstate, east of Tractor Supply, The EDC has been working with grant writers in order to secure the funds for the sewer infrastructure that is required.

Item # 4

Rail Yard Development Activity

The board briefly discussed a diagram of the proposed rail yard development which included several new tracks that will be used for trans-loading and railcar storage coming into the airpark toward Western Container. There are still some issues to be worked out on the final placement and engineers are working to ensure that the necessary infrastructure remains intact and that existing airpark requirements are not adversely affected.

Item # 5

T-Hangar Project, Status

Jim informed the board that he and Phillip Welch met with representatives from TxDOT and Parkhill, Smith & Cooper today regarding the project. The meeting was arranged to discuss the site preparation, hangar design, construction timeframe, lighting requirements, restroom facilities, and future hangar placement. Based on the scope of work, the project is expected to reach completion by late fall.

Item # 6

Airport Terminal Apron Upgrade Project, Status

Jim updated the board stating that the project is currently on hold due to an inability to obtain the asphalt needed to finish the project. This is a TxDOT managed contract and an agreement was made between TxDOT and the company contracted to do the work. The contractors should be mobilizing again in February to return to the airport.

Item # 7

Airport Fuel Tank Farm Project, Status

Jim stated that the pad for this project is being done by the same contractor in conjunction with the Apron Upgrade. Once the contractor mobilizes in February they will begin work on the concrete pads for the fuel farm. The fuel tanks for the avgas and jet fuel have been ordered and should be arriving during the February time frame. Again, there will be self-serve fueling capabilities for the avgas customers. The jet fuel will not be available in a self-serve option.

Item # 8

Airport Directors Update

Jim updated the board on current vacancies, including the ongoing Airpark Board vacancy and Airpark Maintenance Superintendent vacancy, as well as the upcoming vacancy for Airpark Director’s Assistant. Jim discussed the Seismic testing on the airport property being done by Dawson Geophysical. The seismic testing is being done as a part of the proposed oil drilling activity. The RFQ has been returned on the drilling activity and locations have been proposed and are awaiting guidance and approval by FAA and TxDOT Aviation officials. The Truck Reliever Route is still in motion and Jim met with TxDOT officials today regarding a proposed ground-breaking ceremony that will be held, potentially at the Hangar 25 Air Museum. Jim stated that the EDC has been working with a prospective customer that may be able to provide a new Airport Master Plan. Jim informed the board that the corporate hangar is currently over capacity and there is a dire need for more aircraft hangar space. In response to this need, a proposed contract for lease of a large hangar for a local business will be withdrawn due to an “Aeronautical Necessity” clause in the indenture agreement which requires that the hangar be made available for airport operations if needed. This clause dates back to the original transfer of the airport property from the Federal Government to the City following the closure of Webb Air Force Base. Upcoming Director’s travel includes an April trip to the 2014 TxDOT Aviation Conference in Dallas and a proposed visit to Austin to discuss the oil revenues with TxDOT Aviation officials in an effort to conform to legal requirements for handling such funds. For Show & Tell, the board viewed the rail development diagram.

Item # 9

Leased Building Issues

Jim gave a brief overview of ongoing issues including the roof repair work and the lack of available space for rental.

Item # 10

Airport Safety Committee Report

Wayne reminded the board of the Pilot Safety Meeting that will begin at 7:00 pm, following the February meeting. The speaker will be John Boatright of the FAA, and the program should be WINGS credit eligible. The title of the program is, “Way to go, Einstein”.

Item # 11

Other Events & Activities

Upcoming events include the Annual Fly-In breakfast, and the US Nationals Hang Gliding Competitions.

Item # 12

Board Member Updates

No updates at this time.

Item # 13

Next Meeting Date

February 20, 2014

Adjournment: 6:56 p.m.



Approved by Phillip Welch, Chairman



Date Approved

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

JANUARY 8, 2014

The Board of Directors of the Howard County Appraisal District (HCAD) met for their Regular Meeting on January 08, 2014 at 5:15 pm. Directors present were Donnie Baker, Dale Humphreys, Donnie Reid and Kathy Sayles. Ronny Babcock represented the HCAD.

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

No one was registered for public comments.

The minutes for December 11, 2013 were reviewed and approved on a motion from Kathy Sayles with a second from Dale Humphreys. Motion carried 3 to 0.

The bills for December, 2013 were reviewed and approved on a motion from Dale Humphreys with a second from Kathy Sayles. Motion carried 3 to 0.

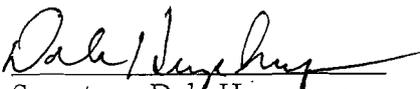
The financial report for November, 2013 were reviewed and approved on a motion from Kathy Sayles with a second from Dale Humphreys. Motion carried 4 to 0.

Donnie Baker motioned to appoint Kenneth Eubanks as Appraisal Review Board Member for 2014 – 2015 tax years. Motion was seconded by Donnie Reid. Motion carried 4 to 0.

The Chief Appraiser's Contract was tabled.

Dale Humphreys motioned to appoint Michael Brooks as Ag Advisory Committee member. Donnie Reid seconded the motion. Motion carried 4 to 0.

With no other business to discuss, the meeting adjourned at 5:33 P.M.


Secretary, Dale Humphreys


Chairman, Donnie Baker

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER THIRTEEN OF THE BIG SPRING CODE OF ORDINANCES, BY ADDING A NEW ARTICLE FOURTEEN ENTITLED "FIRE AND RESCUE SERVICE FEES;" ESTABLISHING FEES FOR SERVICES RENDERED AT VEHICLE FIRES, VEHICLE ACCIDENTS, HAZARDOUS WASTE SPILLS AND RESCUE INCIDENTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR PUBLICATION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds it necessary to recover costs of equipment and supplies used in certain rescue events;

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

SECTION 1: The City of Big Spring Code of Ordinances, Chapter 13 entitled "Health and Safety" is hereby amended by adding a new Article 14 entitled "Fire and Rescue Service Fees" to read entirely as follows:

ARTICLE 14 – FIRE AND RESCUE SERVICE FEES

Sec. 14-1. Assessment of Fees for Services.

The City of Big Spring shall assess and collect fees for certain services rendered by the Fire Department. The fees for use of equipment and supplies set out in Section 14-2 shall be assessed and collected when such equipment and/or supplies are used in connection with the following events or incidents:

- (A) Vehicle fires;
- (B) Vehicle accidents;
- (C) Hazardous material spills or releases, and
- (D) Rescues or rescue attempts at low water crossings or other rescues performed by the fire department.

Sec. 14-2. Fee Schedule.

The following fees shall be assessed and collected for the use of equipment and supplies as specified in Section 14-1 above. Fees listed are charged per incident unless otherwise noted.

(A) VEHICLES

VEHICLE TYPE	APARATUS	FEE PER HOUR
	Battalion Chief (Unit-11)	\$200.00
1	Rescue (Heavy)	\$600.00
1	Brush Truck (Unit-10)	\$400.00

4	Command Car/Truck	\$200.00
1	Engines 1 - 5 (E-1 – E5)	\$500.00

(B) HAND TOOLS

TOOL	FEE
Flathead Axe	\$17.00
Pickhead Axe	\$17.00
Long Pike Pole	\$17.00
Sheetrock Pike Pole	\$17.00
Short Pike Pole	\$17.00
Pry Axe	\$17.00
Haligan Tool	\$17.00
Bolt Cutters	\$17.00
Pry Bar	\$17.00
Fire Rake	\$17.00
Shovel	\$17.00
Scoop	\$17.00
Broom	\$12.00
Misc. Hand Tool	\$12.00

(C) FIRE EQUIPMENT

TOOL	FEE
Foam Nozzle	\$55.00
Foam Eductor	\$50.00
AFFF Foam	\$40.00 per/Gal.
Class A Foam	\$25.00 per/Gal.
Piercing Nozzle	\$40.00
M/S Fog Nozzle	\$55.00
M/S Straight Bore Nozzle	\$30.00
Salvage Cover	\$28.00
SCBA Pack	\$85.00 ea.
Hall Runner	\$18.00
SAWZALL	\$55.00
PPV Fan – Per Hour	\$55.00 per Hr.
Generator, Portable	\$55.00 per Hr.
Heat Detection Gun	\$75.00
Chain Saw	\$45.00 per Hr.
Water Extinguisher	\$22.00
Dry Chemical Extinguisher	\$45.00
Scene Lights	\$22.00
Water Vests	\$30.00
Thermal Imaging Camera	\$75.00

(D) HAZARDOUS MATERIAL EQUIPMENT

SUPPLIES/SERVICE	FEE
Absorbent	\$17.00 per Bag
Gas Multi Meter	\$65.00
CO ₂ Meter	\$65.00
Disposable Coveralls	\$30.00
Barricade Tape	\$22.00
Latex Gloves	\$ 6.00
Disposable Goggles	\$15.00
Gas Plug Kit	\$50.00

(E) RESCUE EQUIPMENT

TOOL	FEE
Spreaders	\$ 250.00
Cutters	\$ 250.00
Rams	\$ 250.00
Air Bag	\$ 250.00
K-12 Saw	\$ 55.00
Rope	\$ 25.00
Ajax Tool	\$ 25.00
K-Tool	\$ 25.00
Windshield Tool	\$ 15.00
Rescue Blanket	\$ 32.00

SECTION 2: The following severability clause is adopted with this ordinance. SEVERABILITY: That the terms and provisions of this Ordinance shall be deemed to be severable in that if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

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 be effective on, from and after its adoption and publication in accordance with the City Charter.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **25th** day of **February, 2014**, with all members present voting "aye" for passage of the same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **11th** day of **March, 2014**, with all members present voting “aye” for passage of the same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary



February 20, 2014

City of Big Spring/McMachon-Wrinkle
Airport and Industrial Park
3200 Rickabaugh Drive West
Big Spring, Texas, 79720

Attn: Mr. James Little, Airpark Director
P: 432-264-2362
F: 432-264-2367
E: apdir@mybigspring.com

Re: Asbestos Consulting Services
Parachute Building
1801 First Street #31
Big Spring, Texas
Terracon Proposal No.: PAR140026

Dear Mr. Little;

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide asbestos consulting services regarding the removal and disposal of the confirmed asbestos containing materials identified in our asbestos survey report, Terracon Project No. A4127101, dated September 19, 2012. The abatement will be conducted at the former Parachute Building located at 1801 First Street, #31, in Big Spring, Texas.

An outline of Terracon's general scope of services, budget and schedule for this project is provided in the following sections:

A. PROJECT INFORMATION

Terracon's understanding of this project is summarized below. Please review the following and notify us if any of these understandings are incorrect.

The abatement will consist of the removal and disposal of the confirmed asbestos containing materials identified in the previously referenced survey report. The materials to be abated consist of textured drywall walls and ceilings, 9" x 9" floor tile and mastic (two types), duct wrap, Transite siding and pipe, window glazing, exterior door caulk, interior building caulk and thermal pipe insulation. These materials must be abated prior to the planned demolition of the structure.

Terracon Consultants, Inc. 5827 50th Street, Suite 1 Lubbock, Texas 75247
P [806] 300 0140 F [806] 797-0947 terracon.com

B. SCOPE OF SERVICES

Based on our understanding of project requirements, the following scope of services is proposed.

Asbestos Abatement Design

Terracon will develop a site-specific asbestos abatement plan and technical specifications for the removal and disposal of the ACM previously identified in the above referenced facility. The specifications will be developed in accordance with applicable local, state or federal regulations. The specification document will be prepared by a State of Texas licensed asbestos consultant and will include the following:

- Project scope of work,
- Materials to be used during the project,
- State, EPA, OSHA regulations and any other applicable Federal, State and local government regulations pertinent to asbestos removal, encapsulation and disposal,
- Contractor submittals such as certifications, work plans, notifications, disposal arrangements and worker training documents,
- Worker protection requirements,
- Work area preparation procedures,
- Asbestos removal methods to be followed,
- Work area decontamination/cleaning procedures,
- Final clearance requirements,
- Waste disposal procedures.

Terracon will conduct an additional site visit, prepare specifications and provide it to the client in an electronic format. Please note that Terracon's plans and specifications may not be used by another consultant or consultant agency to monitor the project without prior written permission from Terracon which permission shall not be unreasonably withheld, conditioned or delayed.

Project Consulting

Terracon will provide a State of Texas licensed asbestos consultant (AC) and project manager (PM) for the duration of the abatement project. Terracon's AC and PM will coordinate and provide documentation of the abatement activities and air monitoring results for the duration of the abatement project.

Terracon will not be responsible for the contractor's activities related to site safety during the project. If Terracon identifies safety concerns at the site, the Client will be notified of

Asbestos Consulting Services

Parachute Building Abatement ■ 1801 First Street, #31, Big Spring, Texas
February 20, 2014 ■ Terracon Proposal No. PAR140026



the concern and it will be the Contractor's sole responsibility to correct the deficiency at their expense.

The PM will be on-site during the abatement project to perform on-site air monitoring, which includes analysis of up to 8 air samples per 8-hour shift (portal to portal). The PM will also perform on-site inspection services during the asbestos abatement to evaluate the regulated work area for compliance with project specifications and State/Federal regulations.

Once the abatement is completed, the PM will perform a final visual inspection of the abated areas and conduct aggressive air clearance sampling in accordance with current TDSHS regulations. Air samples collected during the project will be analyzed by Phase Contrast Microscopy (PCM) in accordance with the National Institute for Occupational Safety and Health (NIOSH) Method 7400.

Final Close-Out Report

At the conclusion of the project, Terracon will prepare a final project report. The final project report will include a description of the project, and results of the air sampling program.

Conditions

Items to be provided by the client include the following:

- The client must provide timely right of entry to conduct the described services, as well as access to building interiors,
- If there are any restrictions or special requirements regarding the site, these should be made known to Terracon prior to commencing the site work,
- The results of all prior asbestos surveys should be provided for inclusion in the abatement project design,

Schedule

Terracon will schedule the project start date and timeline with the City of Big Spring upon receipt of an executed Agreement for Services. Terracon understands that the asbestos abatement contractor will submit the ten day notification to the Texas Department of State Health Services (TDSHS).

C. COMPENSATION

Terracon will conduct the above-described scope of services for the following fees:

ESTIMATED TOTAL PROJECT COST	
DESCRIPTION	COST
Asbestos Abatement Design	\$ 1,750.00
On-site Inspection and Air Monitoring (20 days at \$895.00 per 10 hour week day)	\$ 17,900.00 ¹
Project Management (25 hours at \$120.00 per hour)	\$ 3,000.00 ¹
Final Project Closeout	\$ 750.00
Total	\$ 23,400.00²

¹ - Based on an estimate of twenty (20) 10-hour working days to complete abatement. Additional days on site will be invoiced at the quoted daily rate and subject to additional Project Management fees. Hours on site in excess of 10 hours/day will be invoiced at \$75.00 per hour. Any additional days or hours will be approved by Client in writing.

² - This fee estimate does not include Notification Fees directly invoiced by TDSHS.

Terracon's invoice will be submitted to the address appearing above upon completion of the proposed services. If conditions are encountered at the site requiring significant changes in the scope of services that Terracon does not have knowledge of or that Terracon should not be reasonably aware of, you will be contacted for discussion and approval of such changes before we proceed.

If this Scope of Services meets with your approval, work may be initiated by returning a signed copy of the Agreement for Services to our Lubbock, Texas office. Project initiation may be expedited by forwarding a copy of the signed Agreement for Services to Adam Finger via electronic mail at agfinger@terracon.com or fax at (806) 797-0947.

The terms, conditions and limitations stated in the Agreement (and sections of this proposal incorporated therein), shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within sixty (60) days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. In addition to asbestos services, our professionals provide geotechnical, environmental, construction materials, and facilities services on a wide variety of projects locally, regionally and nationally. For more detailed information on all of

Terracon's services please visit our web site at www.terracon.com. If you have any questions or comments regarding this proposal or require additional services, please contact the undersigned.

Sincerely,

Terracon Consultants, Inc.

Adam G. Finger Project Manager

TDSHS Asbestos Project Manager License #50-1530

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Big Spring ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Big Spring Parachute Building project ("Project"), as described in the Project Information section of Consultant's Proposal dated February 20, 2014 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will notify Client of any subcontractors utilized and will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon thirty (30) days' written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee so long as Consultant notifies Client in advance of any work affected by such changed conditions and gets Client's prior written approval.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all undisputed and unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Client may provide copies of reports prepared by Consultant to third parties, including the Client's agents and contractors, but doing so shall be for informational purposes only and shall not constitute a grant of reliance. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE WHICHEVER IS HIGHER, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance must be provided to Client before work begins. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated

the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas law.

- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 14. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By: _____ Date: **2/21/2014**
Name/Title: **S. James Mills / Project Manager I-
Professional**
Address: **5827 50th St. Suite 1
Lubbock, TX 79424**
Phone: **(806) 300-0140** Fax: **(806) 797-0947**
Email: **sjmills@terracon.com**

Client: **City of Big Spring**
By: _____ Date: _____
Name/Title: **Todd Darden, City Manager**
Address: **310 Nolan St.
Big Spring, TX 79720**
Phone: **(432) 264-2401** Fax: **(432) 263-8310**
Email: **tdarden@mybigspring.com**

Reference Number: PAR130027

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, January 21, 2014
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 21, 2014 in the offices of the Big Spring Economic Development Corporation with Mr. Avant, presiding. The following notice was sent on January 17, 2014 to all Directors, the news media, and duly posted on January 17, 2014, 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 21, 2014 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 17, 2013 Regular Meeting, Action on December Financials, Action on December Investment Reports, Presentation by Permian Energy Partners, Directors Report, Public Comment, Board Comment, and Adjourn".

Directors Present:

Mr. Scott MacKenzie
Mr. Jim DePauw
Mrs. Frances Hobbs
Mr. Don Avant
Mrs. Nati Saldivar

Directors Absent:

Staff Present:

Mr. Terry Wegman
Mrs. Teresa Darden

Guests that signed in: Baxter Wellmon, Tim Quigg, Mike Murphy, Russell Yarnell, David Lee, Ron Bowes, Tom Erickson, Cole Morgan, John Porter, Pat Simmons, Georgie Newsom, Steve Campbell, Al Rajabi, Robert Luna, Raul Benavides, Tammy DePauw, Pat DeAnda, Michell Garcia, Sharon DeAnda, Dr. Keith Ledford, Eddilisa Saldivar, Marciela Rodriguez, David Elmore, Larry McLellan, Justin Myers, Tom Erickson

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

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

ACTION ITEM #2- Action on Minutes of the December 17, 2013 Regular Board:

Mr. Avant presented the minutes of the December 17, 2014 Regular Meeting. Motion to accept the minutes were made by Mr. MacKenzie, seconded by Mrs. Hobbs. The motion passed 5 to 0 with all members present voting “aye” in favor of the motion.

ACTION ITEM #3- Action on December Financials Report:

Mr. MacKenzie presented the November Financial report. Motion to approve the December Financial Report was made by Mrs. Saldivar seconded by Mr. DePauw. The motion passed 5 to 0 with all members present voting “aye” in favor of the motion.

ACTION ITEM #4- Action on December Investment Report:

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

AGENDA ITEM #5- Presentation by Permian Energy Partners:

Mr. John Porter with CBRE, Mr. Tim Quigg with Quigg Bros., Jeff Lincoln with Lincoln Logic, LLC and Mike Murphy with Bartlett West gave an update on the status of the Permian Energy Partners rail center. Mr. Murphy explained that the 10% plan is complete and is waiting on approval by Union Pacific. Plans take up to 18 months for approval and Permian Energy Partners submitted the plan 6 months ago. The 10% plan includes the initial layout and design of the rail center. After the 10% plan is approved then the 30% plan will be submitted which will include signal plans and engineering of the track. Mr. Aubrey Weaver asked if the EDC would be financially responsible for any cost associated with the project and Mr. Porter explained that the EDC will be responsible for the basic infrastructure to the property. Mr. Aubrey Weaver asked if the rail center would be in competition with the Airpark. Mr. Wellman and Mr. Lee with Transport Handling Specialist explained that because it is a totally different type of rail that this new facility will complement the Airpark. Mr. MacKenzie asked when construction on the project would begin and Mr. Murphy explained that depending on Union Pacific and the time line the latest that construction would begin would be 8 to 12 months. Mr. Avant asked, once the track agreement is complete, how long will construction take to complete the project and Mr. Murphy explained that construction will be phased in over time and should take roughly 6 to 8 months, with completion being the middle to end of next year.

AGENDA ITEM #6- Directors Report:

Mr. Wegman gave an update on projects to include: Rail work at the Airpark on the Western Container storage track lead is about completed. Work should be finished next week when surfacing is completed. There is continued discussions w/calcium chloride

distributor/manufacturer. Another site visit is planned for the later part of the week. D & I Silica/Hi-Crush, the frac sand operation location on the Airpark is building track for their operations which is well over \$1 million asset. Mr. Wegman also gave an update on past and upcoming meeting which included; Mr. Avant and Mr. Wegman met with City staff to discuss use of City Council Chambers for meetings and the audio challenges at the Chamber Board room. Mr. Wegman met with an audio visual consultant on the 6th to discuss the feasibility of EDC doing its own videoing. The consultant is putting together a proposal for the Board's review. Mr. Avant, Mrs. Saldivar and Mr. Wegman met with Col. Jim Little last week to learn more about activities at the Airpark including a fuel farm, upgrade of the tarmac as well as new t-hangers. Attorney Mrs. Mouton provided an opinion on lease agreements for tenants and the opinion was emailed to the Board on the 3rd. Policies and procedures will be available for review later in the week or early next week. Mr. Wegman will be attending an Oncor Economic Summit in Ft. Worth on the 30th. The annual audit will be ready for presentation at the February meeting. Next Board meeting will be held February 18, 2014. Mrs. Saldivar asked if there was going to be any more discussion with the City about moving the EDC meetings to the Chamber. Mrs. Saldivar also stated that since October, the crowds have been large. Mrs. Saldivar also stated that when Mr. Weaver asked a question she heard very little of what he asked and very little of the response because of the hearing. Mrs. Saldivar also stated that although the City did offer to pay for some other audio, she believes if it something the EDC can take care of then the EDC should take care of it. Mayor McLellan spoke explaining the money that the City is willing to pay is money that is given from the franchise fee from the cable company and it has to be spent in this manner, requiring no cost to the City or the EDC. Mayor McLellan also explained that it was in the EDC's advantage and the tax payers advantage to utilize the funds for a sound system. Mayor McLellan also explained that if the City has a special meeting the EDC meetings will get bumped and July and August are booked for City Budget Workshops. Mayor McLellan stated that if the EDC is a moving target, it will be harder for citizens to know where to catch EDC meetings. Mayor McLellan stated that the City and EDC can meet at a later date at look at attendance numbers and agreed that the sound system will help the meetings tremendously.

AGENDA ITEM #7- Public Comments

Mayor McLellan commented that this project is a great opportunity for Big Spring and appreciate Permian Energy Partners for choosing Big Spring for this rail venture

AGENDA ITEM # 8- Board Comments

Mr. DePauw thanked all of Permian Energy Partners for coming from all over the country as well as Mexico to present the update of the project to the Board. Mr. DePauw also commented that the EDC has helped fund the Howard College Workforce Training Program and encouraged Permian Energy Partners to utilize Howard College and their programs for training employees. Mrs. Hobbs commented that it is important for people to know the magnitude of this project and for all those in attendance to educate the public on how great this project will be for Big Spring. Mrs. Hobbs also commented on the lack of sound on the recorded meetings aired on channel 17. Mr. MacKenzie also extended

appreciation to Permian Energy Partners for their commitment to Big Spring and the excitement of this venture. Mr. Avant also thanked Permian Energy Partners for all the work they have done and offered any help he could.

AGENDA ITEM # 9- Adjourn

Mr. DePauw made a motion to adjourn, seconded by Mrs. Saldivar

The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

Meeting adjourned at 6:35 pm on January 21, 2014.

ATTEST:



Mr. Scott MacKenzie, Secretary/Treasurer



Mr. Don Avant, President