



CITY COUNCIL AGENDA

Tuesday, April 28, 2015

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, April 28, 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** – Proclamation “National Police Week” McLellan
May 10 – 16, 2015
3. **Public Hearing** – Final Plat on an Approximately 18.049 Acre Tract Located on the Southwest Corner of the Intersection of Donley Street and 20th Street, More Specifically, this Property Occupies approximately 18.049 Acres Out of the South Half of Section 5, Block 32, T-1-S, T.&P. RR. Co. Survey, Howard County, Texas, in South Central Big Spring Johnston
4. **Public Hearing** – Regarding Abandonment of the Alley Located in Block 37 of the Bauer Addition, Big Spring, Texas, Except a 20’ Public Utility Easement Johnston
5. **Public Hearing** – Alcohol in Neighborhood Parks Darden

Disposition of Minutes

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| 6. | Approval of the Minutes of the Regular Meeting of April 14, 2015 | 6-10 | Davis |
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Consent Items

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| 7. | Final Reading of a Resolution Supporting the Construction of the Interstate 27/Highway 87 Corridor Through Big Spring and Requesting that the Texas Department of Transportation Conduct a New Feasibility Study; and Providing an Effective Date | 11 | McLellan |
| 8. | Final Reading of an Ordinance Amending Ordinance Number 048-2014 Which Adopted the Annual Budget for the City of Big Spring, for the Fiscal Year Beginning October 1, 2014 and Ending September 30, 2015 by Increasing the General Fund Budget for the Purpose of Purchasing Additional Fire Equipment Through a Permian Basin Firefighter Grant; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date | 12-13 | Ferguson |
| 9. | Final Reading of an Ordinance Amending Number 048-2014, Which Adopted the Annual Budget for the City of Big Spring, for the Fiscal Year Beginning October 1, 2014 and Ending September 30, 2015 to Transfer Funds Within the Enterprise Fund Budget for the Purpose of Funding a Phase 3 Project for SCADA Improvements to the Water Treatment Plant Pump Station; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; Providing an Effective Date | 14-15 | Womack |
| 10. | Final Reading of an Ordinance Amending Chapter Six of the Big Spring Code of Ordinances by Amending Article 3 Entitled "Dora Roberts Community Center," Sections 6-42 and 6-43 Entitled "Administration" and "Written Contract Required," Respectively, in Order to Authorize the Facilities Coordinator, Acting Under the Community Services Director, to Execute and Manage Rental Agreements on Behalf of the City; Amending Section 6-46 Entitled "Deposits, Rental Fees, and Security" to Provide Weekday and Weekend Rental Rates for Certain Rooms; Amending 6-47 Entitled "Special Services and Equipment" to Establish Fees for Additional Equipment; Amending Various Other Sections for Consistency and Clarity; Providing for Severability; and Providing an Effective Date | 16-19 | Wegman |

Other Business

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| 11. | Final Reading of an Ordinance Amending Chapter Six of the Big Spring Code of Ordinances Entitled "Cemeteries, Parks And Recreation," by Amending Article 4, Division 3 Entitled "City Park | 20-21 | Womack |
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Pavilion Areas,” Section 6-90 to Establish Hours of Use and Rental Fees for the Mi Familia Pavilion at Bert Andries Park; by Amending Article 12 Entitled “Fees and Deposits,” Section 201 Entitled “Fees and Deposits; Exemptions” to Authorize the City Manager to Reduce or Waive Entrance and/or Rental Fees at Bert Andries Park, Dora Roberts Community Center, and Moss Creek Lake for Non-Profit or Governmental Entities; Providing for Severability, Providing for Publication, and Providing an Effective Date

Routine Business

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| 12. | Vouchers for 04/10/15 \$ 1,034,935.25
Vouchers for 04/23/15 \$ 576,163.57 | 22 | Marquez |
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Bids

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| 13 | Award Bid for 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 to Turnkey Properties and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 22 | Medina |
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New Business

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| 14. | First Reading of an Ordinance Amending Chapter Three of the Code of Ordinances Entitled “Animals,” Article 3 Entitled “Miscellaneous Regulations” by Adding a New Section 3-13-1 Entitled “Animals and Community Events” Prohibiting Animals at the Amphitheater During Community Events, Providing for Severability, and Providing an Effective Date | 23 | Williams |
| 15. | First Reading of an Ordinance Amending Chapter Six of the Code of Ordinances Entitled “Cemeteries, Parks and Recreation,” by Amending Article 11, Entitled “Russ McEwen Aquatic Center,” Section 6-194 Entitled “Private Group Rentals” to Reduce the Full Facility Rental, with a Two Hour Minimum, from \$500.00 per Hour to \$200.00 per Hour and to Reduce the Required Deposit from \$500.00 to \$200.00; Providing for Severability, and Providing an Effective Date | 24-25 | Womack |
| 16. | First Reading of an Ordinance Amending Ordinance Number 048-2014 Which Adopted the Annual Budget for the Fiscal Year Beginning October 1, 2014 and Ending September 30, 2015 to Increase the Airpark Fund Budget for the Purpose of Providing a 50/50 TxDOT Match Overrun of the Costs Associated with New T-Hangars; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; Providing an Effective Date | 26-27 | Little |

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| 17. | First Reading of an Ordinance, Approving a Final Plat on an Approximately 18.049 Acre Tract Located on the Southwest Corner of the Intersection of Donley Street and 20 th Street, More Specifically, this Property Occupies approximately 18.049 Acres Out of the South Half of Section 5, Block 32, T-1-S, T.&P. RR. Co. Survey, Howard County, Texas, in South Central Big Spring; Providing for Severability; and Providing an Effective Date | 28-30 | Johnston |
| 18. | First Reading of a Resolution Authorizing and Directing the Mayor to Execute on Behalf of Said City, All Necessary Documents to Vacate and Abandon the Alley Located in Block 37 of the Bauer Addition, Big Spring, Howard County, Texas, Save and Except a 20' Public Utility Easement | 31-33 | Johnston |
| 19. | Consideration and Permission to Apply for the Bureau of Justice Assistance (BJA) Grant and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | | Williams |
| 20. | Consideration and Approval of an Agreement with Jacob & Martin, Ltd., for the Water Treatment Plant SCADA Improvements and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 34-48 | Womack |
| 21. | Approval and Acceptance of the Minutes of the Regular Meeting of the Big Spring Economic Development Corporation Held on March 23, 2015 | 49-50 | Edwards |

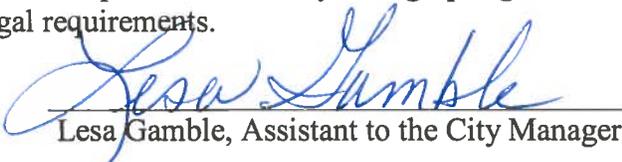
City Manager's Report

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| 22. | Standing Report | Darden |
| 23. | Revised Dates for Budget Work Sessions – July 28 th – July 30 th | Darden |
| 24. | Colorado River Municipal Water District Board: Terms for Two (2) Directors Will Expire on May 31 st | Darden |

Council Input

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| 25. | Input | McLellan |
| 26. | 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, April 24, 2015 at 5:30 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, Assistant to the City Manager

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

May _____, 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., March 24, 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	City Attorney
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
JOHNNY WOMACK	Public Works Director
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.

DISPOSITION OF MINUTES

APPROVAL OF MINUTES OF THE REGULAR MEETING OF MARCH 24, 2015

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

CONSENT ITEMS

ACCEPTANCE OF THE MCMAHON-WRINKLE AIRPORT & INDUSTRIAL PARK DEVELOPMENT BOARD MINUTES FOR THE MEETING OF FEBRUARY 19, 2015

ACCEPTANCE OF THE CONVENTION AND VISITORS BUREAU COMMITTEE MINUTES FOR THE MEETING OF MARCH 9, 2015

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

ROUTINE BUSINESS

Councilmember Boyd reviewed the vouchers in the amount of \$896,974.82 (03/12/15) and \$1,802,958.67 (03/19/15). Motion was made by Councilmember Boyd, seconded by Councilmember Harbour, with all members of the Council voting "aye" approving the above listed vouchers.

NEW BUSINESS

FIRST READING OF A RESOLUTION SUPPORTING THE CONSTRUCTION OF THE INTERSTATE 27/HIGHWAY 87 CORRIDOR THROUGH BIG SPRING AND REQUESTING THAT THE TEXAS DEPARTMENT OF TRANSPORTATION CONDUCT A NEW FEASIBILITY STUDY; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember Harbour, seconded by Mayor Pro Tem Benavides, with all members of the Council voting "aye" approving the above captioned resolution.

FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NUMBER 048-2014 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015 BY INCREASING THE GENERAL FUND BUDGET FOR THE PURPOSE OF PURCHASING ADDITIONAL FIRE EQUIPMENT THROUGH A PERMIAN BASIN FIREFIGHTER GRANT; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember Myers, seconded by Mayor Pro Tem Benavides with all members of the Council voting "aye" approving the above captioned ordinance.

FIRST READING OF AN ORDINANCE AMENDING NUMBER 048-2014, WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015 TO TRANSFER FUNDS WITHIN THE ENTERPRISE FUND BUDGET FOR THE PURPOSE OF FUNDING A PHASE 3 PROJECT FOR SCADA IMPROVEMENTS TO THE WATER TREATMENT PLANT PUMP STATION; PROVIDING FOR REPEAL OF ORDINANCES IN

CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE

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

FIRST READING OF AN ORDINANCE AMENDING CHAPTER SIX OF THE BIG SPRING CODE OF ORDINANCES ENTITLED “CEMETERIES, PARKS AND RECREATION,” BY AMENDING ARTICLE 4, DIVISION 3 ENTITLED “CITY PARK PAVILION AREAS,” SECTION 6-90 TO ESTABLISH HOURS OF USE AND RENTAL FEES FOR THE MI FAMILIA PAVILION AT BERT ANDRIES PARK; BY AMENDING ARTICLE 4, DIVISION 4 ENTITLED “MISCELLANEOUS REGULATIONS,” SECTION 6-107 TO AUTHORIZE THE SALE, SERVICE, OR CONSUMPTION OF ALCOHOL AT THE MI FAMILIA PAVILION AT BERT ANDRIES PARK, ESTABLISH ALCOHOL PERMIT FEES, AND USE REGULATIONS; BY AMENDING ARTICLE 12 ENTITLED “FEES AND DEPOSITS,” SECTION 201 ENTITLED “FEES AND DEPOSITS; EXEMPTIONS” TO AUTHORIZE THE CITY MANAGER TO REDUCE OR WAIVE ENTRANCE AND/OR RENTAL FEES AT BERT ANDRIES PARK, DORA ROBERTS COMMUNITY CENTER, AND MOSS CREEK LAKE FOR NON-PROFIT OR GOVERNMENTAL ENTITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

Following a brief discussion, the Council called for a survey of the affected landowner’s in the area of Bert Andries Park concerning the alcohol regulations and alcohol permitting fees included in the ordinance. Motion was made by Councilmember McDonald, seconded by Mayor Pro Tem Benavides, with Councilmembers Myers, McLellan, McDonald, Benavides and Boyd voting “aye” approving the above captioned ordinance with the exception of the included alcohol regulations and alcohol permitting fees. Councilmember Harbour, being opposed, voting “nay” for passage of same. Motion passed five to one.

FIRST READING OF AN ORDINANCE AMENDING CHAPTER SIX OF THE BIG SPRING CODE OF ORDINANCES BY AMENDING ARTICLE 3 ENTITLED “DORA ROBERTS COMMUNITY CENTER,” SECTIONS 6-42 AND 6-43 ENTITLED “ADMINISTRATION” AND “WRITTEN CONTRACT REQUIRED,” RESPECTIVELY, IN ORDER TO AUTHORIZE THE FACILITIES COORDINATOR, ACTING UNDER THE COMMUNITY SERVICES DIRECTOR, TO EXECUTE AND MANAGE RENTAL AGREEMENTS ON BEHALF OF THE CITY; AMENDING SECTION 6-46 ENTITLED “DEPOSITS, RENTAL FEES, AND SECURITY” TO PROVIDE WEEKDAY AND WEEKEND RENTAL RATES FOR CERTAIN ROOMS; AMENDING 6-47 ENTITLED “SPECIAL SERVICES AND EQUIPMENT” TO ESTABLISH FEES FOR ADDITIONAL EQUIPMENT; AMENDING VARIOUS OTHER SECTIONS FOR CONSISTENCY AND CLARITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

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

CONSIDERATION AND PERMISSION TO APPLY FOR THE ASSISTANCE TO FIREFIGHTERS GRANT FROM FEMA AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

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

DISCUSSION OF LIGHTING AT THE RUSS MCEWEN AQUATIC CENTER

Johnny Womack, Public Works Director, discussed the possibilities of additional lighting for the Russ McEwen Aquatic Center with an estimated cost of \$90,000 in order for the aquatic center to be open later than 8 p.m. Council agreed.

DISCUSSION OF THE PRIVATE PARTY DEPOSIT AND RENTAL FEES FOR THE RUSS MCEWEN AQUATIC CENTER

Johnny Womack, Public Works Director, recommended that the private pool rental fees change from \$500 deposit, \$500 rental fee per hour with a two hour minimum to \$200 deposit, \$200 rental fee per hour with a two hour minimum in order to be more competitive with similar parks in our area. Motion was made by Mayor Pro Tem Benavides, seconded by Councilmember Harbour, with all members of the Council voting “aye” approving to change the private pool rental fees as described above.

APPROVAL AND ACCEPTANCE OF THE MINUTES OF THE REGULAR MEETING OF THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION HELD ON FEBRUARY 17, 2015, SPECIAL MEETINGS HELD ON MARCH 2, 2015 AND MARCH 10, 2015

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

EXECUTIVE SESSION

QUARTERLY UPDATE WITH THE EXECUTIVE DIRECTOR OF THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION

No executive session was held but Mr. Wegman updated the Council in open meeting on the progress of some current projects.

CITY MANAGER’S REPORT

Mr. Darden discussed the budget schedule that was handed out to the Council pointing out that the Council planning worksession would be on June 23rd after the regular Council meeting and the Budget worksessions are scheduled for August 5 through 7. Mr. Darden also updated the Council on the sanitation survey.

COUNCIL INPUT

Mayor McLellan thanked Keep Big Spring Beautiful for a great job they are doing for our city.

Councilmember Harbour announced that early voting for the General Election starts on Monday, April 27, 2015; also thanked the staff and the Northside Movement for keeping the Bert Andries park clean.

Councilmember Myers thanked the staff for keeping the sports complex clean.

Councilmember McDonald thanked everyone who participated in the Trash Off and thanked the Mayor for supporting the I-27 project.

EXECUTIVE SESSION

ADJOURN INTO EXECUTIVE SESSION IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071(1)(A) TO CONSULT WITH CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION AT 7:05 P.M.

RECONVENE IN OPEN SESSION AT 7:59 P.M.

No action was taken.

ADJOURN

Mayor McLellan adjourned the meeting at 8:00 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS SUPPORTING THE CONSTRUCTION OF THE INTERSTATE 27/HIGHWAY 87 CORRIDOR THROUGH BIG SPRING AND REQUESTING THAT THE TEXAS DEPARTMENT OF TRANSPORTATION CONDUCT A NEW FEASIBILITY STUDY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council finds that the I-27/Highway 87 Corridor North/South Route would positively impact the economic growth in Big Spring and the surrounding communities; and

WHEREAS, the last feasibility study was conducted by the Texas Department of Transportation in 2001;

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

SECTION 1. The City Council hereby declares its support for the construction of the Interstate 27/Highway 87 Corridor through Big Spring and requests that the Texas Department of Transportation perform a new feasibility study that would replace the previous study conducted in 2001.

SECTION 2. This resolution shall take effect immediately 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 14th day of April, 2015, with all members present voting “aye” for the passage of the same.

PASSED AND APPROVED on the second and final reading at a regular meeting of the City Council on the 28th day of April, 2015, with all members present voting “aye” for the passage of the same.

Larry McLellan, Mayor

ATTEST:

Tami 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 GENERAL FUND BUDGET FOR THE PURPOSE OF PURCHASING ADDITIONAL FIRE EQUIPMENT THROUGH A PERMIAN BASIN FIREFIGHTER GRANT; 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 additional fire equipment was not included in such budget, and such purchase is being funded through a Permian Basin Firefighter Grant;

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

SECTION 1. Enacted.

The General 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 \$2,000.00 from the revenue account number 002-4260 to the expense account number 002-012-210-5117 for the purpose of funding additional fire equipment.

SECTION 2. Continuing effect.

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

SECTION 3. Repeal.

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

SECTION 4. Publication.

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

SECTION 5. Effective Date.

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 14th day of **April, 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 28th day of **April, 2015** with all members of the Council voting “aye” for the passage of same.

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 TO TRANSFER FUNDS WITHIN THE ENTERPRISE FUND BUDGET FOR THE PURPOSE OF FUNDING A PHASE 3 PROJECT FOR SCADA IMPROVEMENTS TO THE WATER TREATMENT PLANT PUMP STATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; 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;

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

SECTION 1. Enacted.

The Enterprise Fund 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 transferring the amount of \$170,000.00 from account number 405-021-705-6213-01 to account number 405-021-705-6213-04 for the purpose of providing adequate funding for a Phase 3 Project for SCADA Improvements to the Water Treatment Plant Pump Station.

SECTION 2. Continuing effect.

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

SECTION 3. Repeal.

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

SECTION 4. Publication.

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

SECTION 5. Effective Date.

This ordinance shall be in 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 14th day of **April, 2015** with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 28th day of **April, 2015** with all members of the Council voting “aye” for the passage of same.

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 CHAPTER SIX OF THE BIG SPRING CODE OF ORDINANCES BY AMENDING ARTICLE 3 ENTITLED "DORA ROBERTS COMMUNITY CENTER," SECTIONS 6-42 AND 6-43 ENTITLED "ADMINISTRATION" AND "WRITTEN CONTRACT REQUIRED," RESPECTIVELY, IN ORDER TO AUTHORIZE THE FACILITIES COORDINATOR, ACTING UNDER THE COMMUNITY SERVICES DIRECTOR, TO EXECUTE AND MANAGE RENTAL AGREEMENTS ON BEHALF OF THE CITY; AMENDING SECTION 6-46 ENTITLED "DEPOSITS, RENTAL FEES, AND SECURITY" TO PROVIDE WEEKDAY AND WEEKEND RENTAL RATES FOR CERTAIN ROOMS; AMENDING 6-47 ENTITLED "SPECIAL SERVICES AND EQUIPMENT" TO ESTABLISH FEES FOR ADDITIONAL EQUIPMENT; AMENDING VARIOUS OTHER SECTIONS FOR CONSISTENCY AND CLARITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Dora Roberts Community Center is a city-owned facility available for rent by individuals, organizations, and groups; and

WHEREAS, the City Council finds it necessary to provide for effective execution of rental agreements for the Dora Roberts Community Center and establish fees for new equipment available for rent;

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

SECTION 1. The Big Spring Code of Ordinances, Chapter 6, entitled "Cemeteries, Parks and Recreation," Article 3, entitled "Dora Roberts Community Center" Sections 6-42 through 6-47 are hereby amended to read as follows:

Sec. 6-42. Administration.

The administrator in charge of the center shall be the Facilities Coordinator under oversight of the Community Services Director, or such other person as may be designated by the City Council, who shall discharge such duties pertaining to the Center as may be prescribed by the City Council and by this Article.

Sec. 6-43. Written Contract Required.

A written contract shall be required for rental of the entire Center or any part or portion thereof. Verbal agreements to rent the Center shall not be recognized under any circumstances. The regulations contained in this Article as well as the Facility Use Guidelines shall constitute the entire agreement and may not be varied or altered unless approved by an authorized

representative of both parties upon written request. The Facilities Coordinator is hereby authorized to execute rental contracts for the Center on behalf of the City.

Sec. 6-44. City’s Right to Refuse to Rent.

Acting through the Facilities Coordinator, the City hereby reserves the right to refuse to rent or allow the use of the Center to any individual, organization or group.

Sec. 6-45. Reserving Facilities.

Reservation for use of the Center shall be made at the office of the Facilities Coordinator and will be granted on a first come, first served basis. However, the City may designate and specify times or dates for which reservations will not be accepted and the Center will not be used by individuals, organizations or groups.

Sec. 6-46. Deposits, Rental Fees, and Security.

All deposit fees shall be paid at the time the Center is reserved. Deposits are intended to protect the City against loss of revenue for cancelled events and to ensure payment for cleaning and/or repair of damages caused by negligence, carelessness, accident, or abuse of the premises, equipment, facility decorations, the center grounds, and/or parking lot which may result from the use of the Center by the renter or any person allowed into the facility by renter whether through renter’s action or inaction. In the event repairs and/or cleaning costs exceed the amount of the deposit, renter shall be responsible for the payment of any excess. The amount of the deposit shall be as prescribed below in Sec. 6-46 (A) through (H).

Rental fees are due seven (7) days prior to the scheduled event. A copy of any required permit, including but not limited to, food service, dance, or alcohol, must be submitted to the Facilities Coordinator upon final payment of rental fees. Rental fees are prescribed below in Sec. 6-46 (A) through (H). An early set-up fee, late clean-up fee, or both, will be required if the renter chooses to set up on the day before the scheduled event or to clean up on the day after the scheduled event and has not already rented the room for use on the consecutive days. However, this option will only be available if the individual room(s) or areas in question are not rented to another individual, group or organization that has paid all rental fees.

	<u>Location</u>	<u>Rental Fee</u>	<u>Deposit</u>	<u>Deposit w/Alcohol</u>	<u>Consecutive Day Rental</u>	<u>Early Set-Up or Late Clean-Up Fee</u>
(A)	Entire Building	\$500.00	\$525.00	\$1,025.00	\$125.00	\$250.00
(B)	Ballroom	\$300.00	\$300.00	\$600.00	\$75.00	\$125.00
(C)	Lake Room	\$200.00	\$200.00	\$400.00	\$50.00	\$100.00
	M-F Rental 3p-12a	\$100.00	\$100.00	\$200.00	Not Available	Not Available
(D)	Classroom	\$100.00	\$100.00	\$200.00	\$25.00	\$50.00

(E)	Fireplace Room	\$50.00	\$50.00	\$100.00	\$12.50	\$25.00
	M-F Rental 3p-12a	\$25.00	\$25.00	\$50.00	Not Available	Not Available
(F)	Dining Room	\$100.00	\$100.00	\$200.00	\$25.00	\$50.00
	Dining Room (w/rental of additional room)	\$50.00	\$50.00	\$100.00	\$12.50	\$25.00
	M-F Rental 3p-12a	\$50.00	\$50.00	\$100.00	Not Available	Not Available
	M-F Rental 3p-12a w/addt'l. room	\$25.00	\$25.00	\$50.00	Not Available	Not Available
(G)	Kitchenette (by ballroom)	\$100.00	\$100.00	\$200.00	\$25.00	\$50.00
(H)	Pavilion	\$50.00	\$50.00	\$100.00	\$12.50	\$25.00

Sec. 6-47. Special Services and Equipment.

Fees for special services, equipment and conveniences shall be charged to and paid by the renter as part of the Center's rental fees. Special services and equipment fees are prescribed below. A refundable deposit in the amount of one-half (½) of the rental amount of the table linens, skirting, chair covers or table settings and individual items will be required. If these items are damaged, broken or lost, the actual replacement cost will be deducted from the deposit. If the deposit does not fully cover the amount of damages or lost or broken items, the deposit will be retained and the renter will be required to pay the difference.

	Apparatus	Fee
(A)	Public Address System (PA) System	Free w/Ballroom (upon request)
(B)	Portable Screen	\$ 75.00 per day
(C)	Projector	\$ 100.00 deposit/\$100.00 rent per day
(D)	Table Linens	\$ 5.00 Ea. (Black or White)
(E)	Table Skirting (14 ft. or 21 ft.)	\$ 10.00 Ea. (14 ft. or \$ 15.00 Ea. 21 ft)
(F)	Chair Covers	\$ 2.00 Ea. (Black or White)
(G)	<u>Security.</u> The individual, organization or group hosting an event for which the services of police, guards or watchmen are required or desired; whether incidental to permit requirements, to handle a large crowd (50 or more), or for the protection of equipment; is responsible for procurement and compensation of individuals providing such services. The services of licensed law enforcement officers or licensed private security officers at scheduled events are required when alcohol is served.	

SECTION 2. Any ordinance that conflicts with this ordinance is hereby repealed to the extent of such conflict.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 14th day of April, 2015, with all members voting “aye” for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the 28th day of April, 2015, with all members voting "aye" for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

ORDINANCE _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER SIX OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "CEMETERIES, PARKS AND RECREATION," BY AMENDING ARTICLE 4, DIVISION 3 ENTITLED "CITY PARK PAVILION AREAS," SECTION 6-90 TO ESTABLISH HOURS OF USE AND RENTAL FEES FOR THE MI FAMILIA PAVILION AT BERT ANDRIES PARK; BY AMENDING ARTICLE 12 ENTITLED "FEES AND DEPOSITS," SECTION 201 ENTITLED "FEES AND DEPOSITS; EXEMPTIONS" TO AUTHORIZE THE CITY MANAGER TO REDUCE OR WAIVE ENTRANCE AND/OR RENTAL FEES AT BERT ANDRIES PARK, DORA ROBERTS COMMUNITY CENTER, AND MOSS CREEK LAKE FOR NON-PROFIT OR GOVERNMENTAL ENTITIES; PROVIDING FOR SEVERABILITY, PROVIDING FOR PUBLICATION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Big Spring finds it in the public interest to establish use and rental processes for the Mi Familia Pavilion at Andries Park;

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

SECTION 1. The City of Big Spring Code of Ordinances, Chapter 6 entitled "Cemeteries, Parks and Recreation," Article 4, Division 3, Section 6-90 entitled "Reservations, Hours of Use and Rental Fees" is hereby amended in its entirety to read as follows:

Sec. 6-90. Reservations, Hours of Use and Rental Fees.

- (A) Reservations. Any individual or group may, upon advance payment of the rental fee in the amount prescribed herein to the City of Big Spring, reserve and have exclusive use of the reserved pavilion and its immediate environs and appurtenant facilities for the purpose of picnics, outdoor preparation and serving of food, and other lawful functions for which said pavilion could ordinarily be used during the reservation. The Facilities Coordinator shall issue a detailed receipt as proof of rental.
- (B) Hours of Use. The rental of any pavilion located within the Comanche Trail Park or Bert Andries Park will begin at 8:00 a.m. on the day of such rental and end at 10:00 p.m. unless the City Manager or his designee extends the park closing hours pursuant to Section 6-70(C) of this Chapter. The rental of the Heart of the City Pavilion will begin at 8:00 a.m. on the day of such rental and end at midnight.
- (C) Rental Fees. The following fees are for an entire day's rental. No partial day rentals will be allowed.

1. Old Settlers Pavilion	\$25.00
2. Belaski Pavilion	\$25.00
3. Haynes Pavilion	\$25.00

- | | |
|-------------------------------|----------|
| 4. Mi Familia Pavilion | \$25.00 |
| 5. Heart of the City Pavilion | \$50.00* |

* Upon rental of the Heart of the City Pavilion, an additional one-time per use cleaning deposit of Fifty Dollars (\$50.00) shall be assessed at the time of rental and prior to use of the facility. Following the use of the facility, all necessary cleaning or repair expenses shall be paid and the balance refunded.

SECTION 2. The City of Big Spring Ordinances, Chapter 6 entitled “Cemeteries, Parks and Recreation,” Article 12, Section 201 entitled “Fees and Deposits; Exemptions” is hereby amended in its entirety to read as follows:

Sec. 201. Fees and Deposits; Exemptions.

Unless otherwise provided herein, no fee or deposit provided for in this chapter may be waived or reduced with the following exceptions: the City Manager may waive or reduce any fee or deposit required under this chapter for the Russ McEwen Family Aquatic Center, Comanche Trail Park pavilions, Dora Roberts Community Center, Mi Familia Pavilion, Heart of the City Park, Cotton Mize Ballfield, Municipal Auditorium, Comanche Trail Amphitheater, or Moss Creek Lake if the applicable facility is to be utilized by a non-profit or governmental entity.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **14th** day of **April, 2015**, 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 **28th** day of **April, 2015**, with all members present voting “aye” for passage of the same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

City of Big Spring
Purchasing and Material Control
Memorandum

To: Honorable Mayor, City Council, City Manager
From: Paul Sotelo, Purchasing Agent
Date: April 28, 2015
Subject: Request for Bid Award for 707 Nolan Property

On Monday, April 13, 2015, the City of Big Spring accepted sealed bids for property at 707 Nolan. We sent out fifteen (15) bids and received two (2) responses.

Recommendation: The staff recommends that the bid be awarded to Turnkey Properties of Big Spring, TX for \$3,015.00. We had requested a minimum bid of \$500.00, so this reflects an increase of \$2,515.00 over the requested minimum.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER THREE OF THE CODE OF ORDINANCES ENTITLED "ANIMALS," ARTICLE 3 ENTITLED "MISCELLANEOUS REGULATIONS" BY ADDING A NEW SECTION 3-13-1 ENTITLED "ANIMALS AND COMMUNITY EVENTS" PROHIBITING ANIMALS AT THE AMPHITHEATER DURING COMMUNITY EVENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds it in the best interest of the public health, safety and welfare to prohibit animals at the Amphitheater during community 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 3 entitled "Animals," Article 3 entitled "Miscellaneous Regulations" is hereby amended to include a new Section 3-13-1 entitled "Animals and Community Events" which shall read in its entirety as follows:

Sec. 13-3-1. Animals and Community Events.

It shall be unlawful for the custodian of any animal to place, permit or allow such animal to remain on the premises at the Comanche Trail Amphitheater during a community event.
Exception: Licensed service animals are exempt from this Section.

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **28th** day of **April, 2015**, 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 **12th** day of **May, 2015**, with all members present voting "aye" for passage of the same.

ATTEST:

Larry McLellan, Mayor

Tami Davis, Assistant City Secretary

ORDINANCE _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER SIX OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "CEMETERIES, PARKS AND RECREATION," BY AMENDING ARTICLE 11, ENTITLED "RUSS MCEWEN AQUATIC CENTER," SECTION 6-194 ENTITLED "PRIVATE GROUP RENTALS" TO REDUCE THE FULL FACILITY RENTAL, WITH A TWO HOUR MINIMUM, FROM \$500.00 PER HOUR TO \$200.00 PER HOUR AND TO REDUCE THE REQUIRED DEPOSIT FROM \$500.00 TO \$200.00; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Big Spring desires to reduce the full facility rental at the Russ McEwen Aquatic Center to encourage public use of same;

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

SECTION 1. The City of Big Spring Code of Ordinances, Chapter 6 entitled "Cemeteries, Parks and Recreation," Article 11, Section 6-194 entitled "Private Group Rentals" is hereby amended in its entirety to read as follows:

Sec. 6-194 Private Group Rentals.

Small Private Group Rentals: The Aquatic Center is available for one hour private group rental from 11:00 a.m. until 12:00 noon Tuesday through Friday to accommodate groups that require close supervision, i.e. day care centers or others with similar requirements. Reservations are subject to availability of the facility and staff and must be made at least five business days in advance.

Full Facility Rental: The Aquatic Center may be reserved for private rental on Mondays at the rate of \$200.00 per hour with a two hour minimum. A \$200.00 refundable cleaning and damage deposit and the facility rental fee must be paid at the time of the reservation. Reservations are subject to availability of the facility and staff and must be made at least five business days in advance.

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **24th** day of **April, 2015**, 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 **12th** day of **May, 2015**, with all members present voting “aye” for passage of the same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING 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 TO INCREASE THE AIRPARK FUND BUDGET FOR THE PURPOSE OF PROVIDING A 50/50 TxDOT MATCH OVERRUN OF THE COSTS ASSOCIATED WITH NEW T-HANGARS; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; 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 new T-Hangars for the Big Spring McMahon-Wrinkle Airport included in the annual budget is not sufficient to fund the cost overrun;

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 \$98,500 for the purpose of funding a 50/50 TxDOT match overrun of the costs associated with new T-Hangars. These funds will be taken from the Airpark unrestricted net position.

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 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 28th day of April, 2015 with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 12th day of May, 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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, APPROVING A FINAL PLAT ON AN APPROXIMATELY 18.049 ACRE TRACT LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF DONLEY STREET AND 20TH STREET, MORE SPECIFICALLY, THIS PROPERTY OCCUPIES APPROXIMATELY 18.049 ACRES OUT OF THE SOUTH HALF OF SECTION 5, BLOCK 32, T-1-S, T.&P. RR. CO. SURVEY, HOWARD COUNTY, TEXAS, IN SOUTH CENTRAL BIG SPRING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission has given its final approval of the Final Plat of said 18.049 acres.

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

SECTION 1. The Final Plat of the approximately 18.049 acre tract out of the South Half of Section 5, Block 32, T-1-S T. & P. R.R Co. Survey of Howard County in the City of Big Spring, Howard County, Texas, attached hereto as Exhibit "A," is hereby approved, subject to the following conditions: the submission and approval of a drainage study illustrating how drainage is to be handled on site, approval by the Public Works Director of the proposed installation of required service connections, indication of the 20' public utility easement running east to west, acknowledgment that this 20' public utility easement shall be the only public easement dedicated to the City of Big Spring on the plat, and notating the zoning district designation.

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

SECTION 4. This ordinance shall take effect immediately from and after its publication and passage upon two readings in accordance with the provision 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 **28th** day of **April, 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 12th day of May, 2015, with all members present voting “aye” for the passage of same.

ATTEST:

Larry McLellan, Mayor

Tami Davis, Asst. City Secretary

THE RESERVES AT 700 AN ADDITION IN THE CITY OF BIG SPRING HOWARD COUNTY, TEXAS

SCALE: 1" = 100'

GRAPHIC SCALE: FEET
0 50 100 200
NOTE: Bearings shown herein are based on the Texas Coordinate System - Central Zone. Distances shown are surface horizontal.

LEGEND:

- Found 1/2" Iron Pipe or Rod (unless otherwise noted)
- Set 1/2" Iron Rod with Cap

CERTIFICATION OF OWNER

We, the undersigned owners of the land shown on this plat, and designated as the Reserves at 700 an Addition in the City of Big Spring, Texas, and who name is subscribed hereto, hereby declare our intention to dedicate to the use of the public forever all easements shown hereon.

Kyle Wilka, Executive Officer

**STATE OF TEXAS
COUNTY OF HOWARD**

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed on the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

Notary Public, State of Texas

CERTIFICATION OF SURVEYOR

**STATE OF TEXAS
COUNTY OF TOM GREEN**

I, the undersigned, Registered Professional Land Surveyor in the State of Texas, hereby certify to the best of my knowledge and belief, that this plat is true and correct, that it was prepared from an actual survey of the property made under my supervision on the ground, and that all necessary survey monuments are currently shown hereon.

REGISTERED PROFESSIONAL LAND SURVEYOR

CERTIFICATION OF ENGINEER

**STATE OF TEXAS
COUNTY OF TOM GREEN**

I, the undersigned, Licensed Professional Engineer in the State of Texas, hereby certify that proper engineering consideration has been given to this plat.

LICENSED PROFESSIONAL ENGINEER

CERTIFICATION OF DIRECTOR OF PUBLIC WORKS

I, the undersigned, Director of Public Works of the City of Big Spring, hereby certify that this subdivision plat conforms to all requirements of the City of Big Spring and hereby recommend approval.

DIRECTOR OF PUBLIC WORKS

CERTIFICATION OF PLANNING COMMISSION

This plat has been submitted to and considered by the Planning Commission of the City of Big Spring, Texas and is hereby approved by such Commission.

DATED this _____ day of _____, 2015.

CHAIRPERSON

CERTIFICATION OF THE CITY SECRETARY

I hereby certify that this plat of The Reserves at 700 an addition to the City of Big Spring, Texas was approved by the City Council of the City of Big Spring on this _____ day of _____, 2015.

This approval shall be invalid unless the approved plat of such addition is recorded in the office of the County Clerk of Howard County, Texas, within one hundred and twenty (120) days from said date of final approval pursuant to Article III, SEC. 3-B.

Witness my hand this _____ day of _____, 2015.

CITY SECRETARY

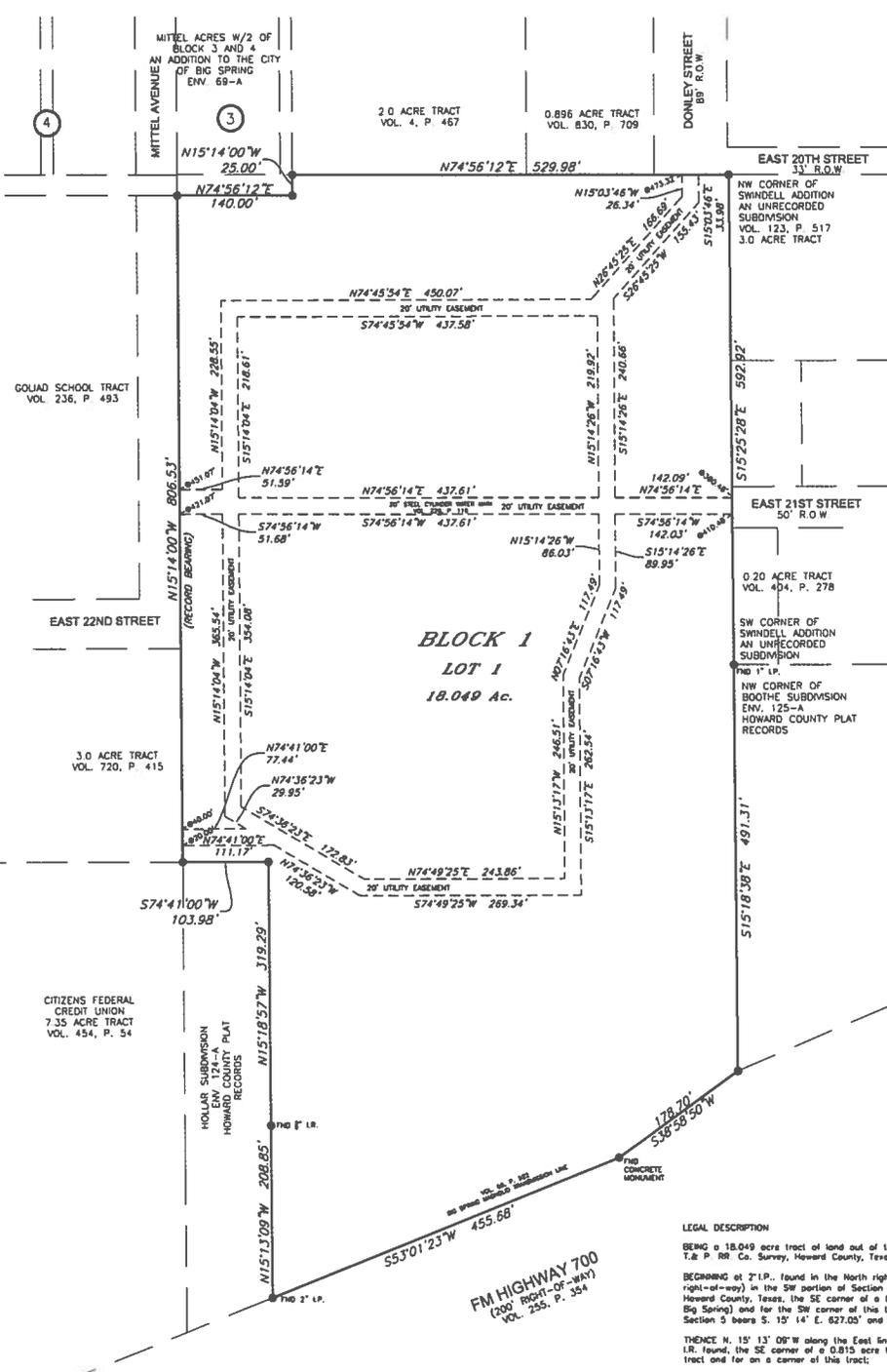
FILED FOR RECORD

This _____ day of _____, 2015, @ _____

in envelope _____, Howard County Plat Records.

County Clerk
Howard County, Texas.

Notice: Selling a portion of this addition by means and bounds may be a violation of City ordinance and state law and subject to fines and withholding of utilities and building permits.



LEGAL DESCRIPTION

BEING a 18.049 acre tract of land out of the SW portion of Section 5, Block 32, T-1-S, T.& P. RR. Co. Survey, Howard County, Texas, described by metes and bounds as follows:
 BEGINNING at 2 1/2" I.P. found in the North right-of-way line of FM Highway 700 (200' right-of-way) in the SW portion of Section 5, Block 32, T-1-S, T.& P. RR. Co. Survey, Howard County, Texas; the SE corner of a 0.50 acre tract (Hollar Addition to the City of Big Spring) and for the SW corner of this tract; from whence the SW corner of said Section 5 bears S. 15° 14' E. 827.05' and S. 74° 35' W. 1166.38';
 THENCE N. 15° 13' 08" W. along the East line of said 0.50 acre tract 208.85' to a 5/8" I.R. found, the SE corner of a 0.815 acre tract and the NE corner of said 0.50 acre tract and for a corner of this tract;
 THENCE N. 15° 18' 57" W. along the East line of said 0.815 acre tract, 319.29' to a 1/2" I.R. with cap set for the NE corner of said 0.815 acre tract and corner of this tract;
 THENCE S. 74° 41' W. along the North line of said 0.815 acre tract, 103.98' to a 1/2" I.P. found for the NW corner of said 0.815 acre tract and corner of this tract;
 THENCE N. 15° 14' W. 806.53' to a 1/2" I.R. with cap set in the South line of Mittel Acres, an addition to the City of Big Spring, for the NW corner of this tract;
 THENCE N. 74° 56' 12" E. along the South line of said Mittel Acres, 140.0' to a 1/2" I.R. with cap set for the SE corner of the W/2 of Block 3 of said Mittel Acres and on interior corner of this tract;
 THENCE N. 15° 14' W. along an East line of said Mittel Acres, 25.0' to a 1/2" I.R. set in the South line of a 2.0 acre tract and for the most easterly NW corner of this tract;
 THENCE N. 74° 56' 12" E. along the South line of said 2.0 acre tract, 529.98' to a 1/2" I.R. found, the NW corner of Swindell Addition, to the City of Big Spring and for the NE corner of this tract;
 THENCE S. 15° 25' 28" E. along the West line of old Swindell Addition, 582.82' to a 1/2" I.P. found, the SW corner of Swindell Addition and the NW corner of a 3.02 acre tract (Boothe Subdivision, to the City of Big Spring), for a point of angle in the East line of this tract;
 THENCE S. 15° 18' 30" E. along the West line of said 5.02 acre tract, 491.31' to a 1/2" I.P. found in the North right-of-way line of said FM Highway 700, the SW corner of said 5.02 acre tract for the SE corner of this tract;
 THENCE S. 38° 58' 50" W. along the North right-of-way line of said FM Highway 700, 178.70' to a 4"x4" concrete Highway monument found for a point of angle in the South line of this tract;
 THENCE S. 53° 01' 23" W. along the North right-of-way line of said FM Highway 700, 455.68' to the PLACE OF BEGINNING.

SKG
ENGINEERING, L.L.C.
SURVEYING • ENVIRONMENTAL • LAB/CMT
708 SOUTH ABE STREET PHONE: 325.664.1288
SAN ANGELO, TEXAS 76903 FAX: 325.657.8189
Form No. 10102420
www.skg.com

Preliminary. This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ON BEHALF OF SAID CITY, ALL NECESSARY DOCUMENTS TO VACATE AND ABANDON THE ALLEY LOCATED IN BLOCK 37 OF THE BAUER ADDITION, BIG SPRING, HOWARD COUNTY, TEXAS, SAVE AND EXCEPT A 20' PUBLIC UTILITY EASEMENT.

WHEREAS, J2 Real Property Group, LLC and Joe Clayton Lusk have petitioned the City to abandon and vacate an alley, belonging to the City of Big Spring, in Block 37 of the Bauer Addition, consisting of approximately 0.0884 acres, and have agreed to allow the City to retain a twenty foot (20') public utility easement;

WHEREAS, the said alley is contiguous to the land already owned by J2 Real Property Group, LLC and Joe Clayton Lusk;

WHEREAS, J2 Real Property Group, LLC and Joe Clayton Lusk have paid all administrative fees, have had the property surveyed, and have made an offer to the City to purchase such tract for its fair market value;

WHEREAS, the abandonment and vacation of said alley with the retention of a public utility easement is necessary for public purposes; and

WHEREAS, City Staff has reviewed the request and recommends to the City Council for consideration, the abandonment and vacation of the alley within Block 37 of the Bauer Addition, conveying the north ten feet (10') to J2 Real Property Group, LLC and the south ten feet (10') to Joe Clayton Lusk, and further recommends the retention of a twenty foot (20') public utility easement;

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

SECTION 1. The Mayor is hereby authorized and directed on behalf of said City to convey the alley in Block 37 of the Bauer Addition in the City of Big Spring, Howard County, Texas, consisting of approximately 0.0884 acres, to J2 Real Property Group, LLC and Joe Clayton Lusk, reserving a 20' utility easement within the conveyed property to the City (See Exhibit "A"). The City's interest in the alley described herein and depicted in Exhibit A is hereby abandoned and vacated, save and except for the retained 20' easement.

SECTION 2. This resolution to take effect immediately upon its passage.

PASSED AND APPROVED on the first reading at a regular meeting of the City Council on this 24th day of April, 2015, with all members present voting "aye" for passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the 12th day of May, 2015, with all members present voting “aye” for passage of same.

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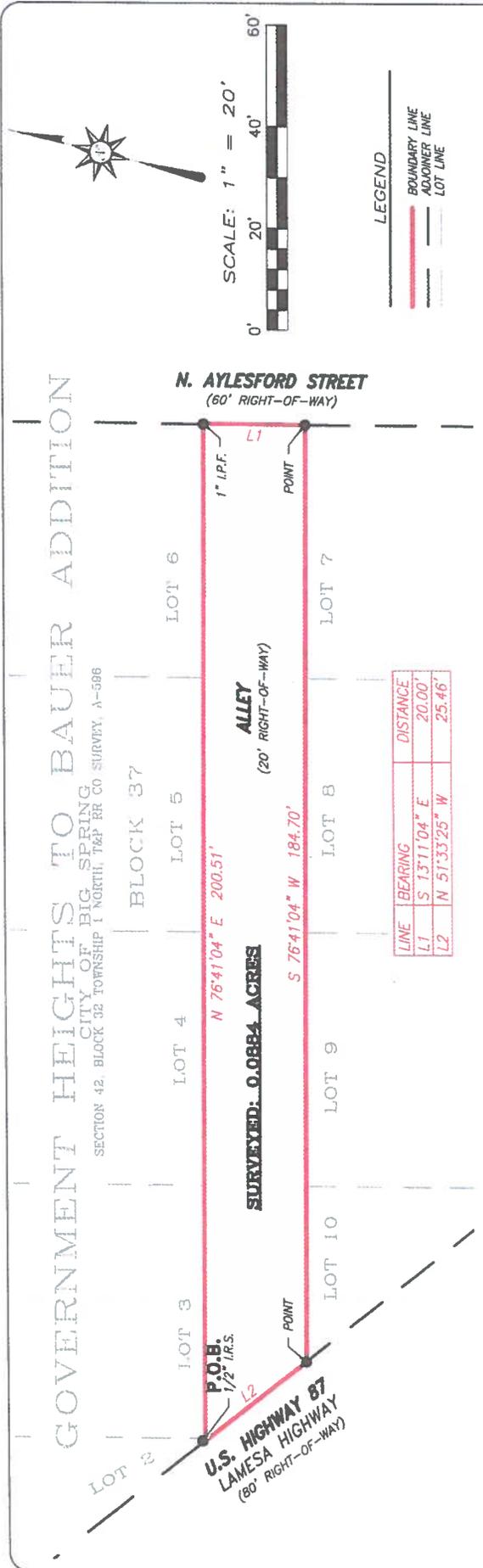
Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

GOVERNMENT HEIGHTS TO BAUER ADDITION

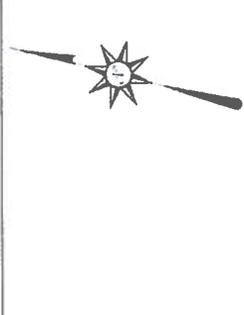
SECTION 42, BLOCK 32 TOWNSHIP 1 NORTH, T&P RR CO SURVEY, A-588
CITY OF BIG SPRING



U.S. HIGHWAY 87
LAMESA HIGHWAY
(80' RIGHT-OF-WAY)

N. AYLESFORD STREET
(60' RIGHT-OF-WAY)

SURVEYED: 0.0884 ACRES
ALLEY
(20' RIGHT-OF-WAY)



CORNER LEGEND

I.P.F. = IRON PIPE (FOUND)
I.R.S. = IRON ROD (SET WITH CAP MARKED "PATRIOT SURVEYING")

LEGAL DESCRIPTION: 20 FOOT WIDE ALLEY THROUGH BLOCK 37

BEING A 0.0884 ACRE TRACT OF LAND SITUATED IN SECTION 42, BLOCK 32, TOWNSHIP 1 NORTH, T&P RR CO SURVEY, ABSTRACT NO. 596, HOWARD COUNTY, TEXAS, BEING ALL OF THE 20 FOOT WIDE ALLEY THROUGH BLOCK 37, GOVERNMENT HEIGHTS TO BAUER ADDITION, CITY OF BIG SPRING, HOWARD COUNTY, TEXAS, AS DESCRIBED IN ENVELOPE 47-A OF THE PLAT RECORDS, HOWARD COUNTY, TEXAS, SAVE AND EXCEPT THAT PORTION WHICH LIES WITHIN THE 80 FOOT RIGHT-OF-WAY OF U.S. HIGHWAY 87 (LAMESA HIGHWAY) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING: at a 1/2" iron rod (set with cap marked "PATRIOT SURVEYING") in the east right-of-way line of U.S. Highway 87 (Lamesa Highway), and the west boundary line of Block 37, in the south boundary line of Lot 2;

THENCE: North 76°41'04" East, for a distance of 200.51 feet, to a 1" iron pipe (found) in the east boundary line of Block 37, at the southeast corner of Lot 6;

THENCE: South 13°11'04" East for a distance of 20.00 feet, with the east boundary line of Block 37, to a point at the northeast corner of Lot 7;

THENCE: South 75°41'04" West, for a distance of 184.70 feet, to a point in the west boundary line of Block 37 and the east right-of-way line of U.S. Highway 87 (Lamesa Highway), in the north boundary line of Lot 10;

THENCE: North 51°33'25" West, for a distance of 25.46 feet, with the west boundary line of Block 37 and the east right-of-way line of Highway 87 (Lamesa Highway), back to the point of beginning and containing 0.0884 acres of land.

BOUNDARY SURVEY
SHOWING
PROPOSED CLOSURE OF A 20' WIDE ALLEY THROUGH BLOCK 37, GOVERNMENT HEIGHTS TO BAUER ADDITION, CITY OF BIG SPRING, HOWARD COUNTY, TEXAS



BY: *Elvis Pete Elrod*
ELVIS PETE ELROD
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6498

www.patriot-surveying.com
PATRIOT SURVEYING, L.L.C.
FIRM NO. 10154021
1022 COUNTY ROAD 2311 HOUSTON, TEXAS 75846
(325) 207-3933 OR (325) 207-6256
"SURVEYORS ON THE LEVEL"

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HOUSTON, TEXAS

DRAWN BY: A.B.E. CHK. BY: E.P.E. JOB. NO. 5652 DWG. NO. 2015140521 BOUNDARY PLAT/DWG. FB/PG. 2/100

MASTER CONTRACT FOR PROFESSIONAL SERVICES

CONTRACT Date: April 15, 2015

CLIENT: CITY OF BIG SPRING, TEXAS

Project Name: SCADA Improvements

Project Location: Big Spring, Texas

Project Number: JM Project #11744

This CONTRACT is made and entered into on the 15th day of April, 2015, by and between CITY OF BIG SPRING, TEXAS, whose address is 310 Nolan Street, Big Spring, Texas 79720 hereinafter called CLIENT, and Jacob & Martin, Ltd., whose address is 3465 Curry Lane, Abilene, Texas 79606, hereinafter called JM. The CLIENT engages JM to perform professional services for the Project described above.

SECTION I - SERVICES

A. JM shall provide professional services as described in ATTACHMENT "A".

B. JM has assigned Kirt Harle, P.E. as the Project Manager for this CONTRACT described above.

C. JM will serve as CLIENT's professional engineering representative in those phases of the Project to which this CONTRACT applies and will give consultation and advice to CLIENT during the performance of JM's services.

SECTION II - COMPENSATION

A. The method of payment by CLIENT to JM for services provided under this CONTRACT shall be as follows:

X Lump Sum Total Amount \$15,000.00

 Hourly, not to exceed Amount \$

 Hourly

Hourly rates shall be as described in ATTACHMENT "B". The JM Hourly Rate Schedule in effect at the time the work is performed shall be used and when a new JM Hourly Rate Schedule is published, a copy of the new schedule will be furnished to the client and shall supercede the previous JM Hourly Rate Schedule

as ATTACHMENT "B"-revised. For multiple project services or phases, a breakdown of individual costs and associated scope will be provided in ATTACHMENT "B".

SECTION III - CLIENT'S RESPONSIBILITIES

A. The CLIENT shall designate a Project Manager during the term of this CONTRACT. The CLIENT's project manager has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the CLIENT on any aspect of the work shall be directed to the CLIENT's project manager.

B. The CLIENT shall review submittals by JM and provide prompt response to questions and rendering of decisions pertaining thereto to minimize delay in the progress of JM's work. The CLIENT will keep JM advised concerning the progress of the CLIENT's review of the work.

C. The CLIENT shall provide full requirements for the Project.

D. CLIENT shall assist JM by placing at JM's disposal all available information pertinent to the Project, including previous reports and any other data relative to the Project's design and construction.

E. CLIENT shall furnish JM property, boundary, right-of-way, topographic and utility surveys; core borings, probings and subsurface exploration; hydrographic surveys, laboratory tests and inspections of samples and materials in CLIENT's possession or to which CLIENT has reasonable access, all of which JM may rely on in providing the services described on ATTACHMENT "A".

F. CLIENT will guarantee access and make all provisions for JM to enter on public and private lands as required for JM to perform work under this CONTRACT.

G. CLIENT will examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by JM and render pertinent decisions in writing within a reasonable time, so as not to delay the work of JM.

H. Unless included in JM's services as

described on ATTACHMENT "A", CLIENT shall advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all incidental costs.

I. CLIENT will provide any legal, accounting and insurance counseling services required for the Project.

J. CLIENT will designate in writing its Project Manager as a person to act as CLIENT's representative with respect to the work to be performed under this CONTRACT who will have complete authority to transmit instructions, receive information and interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services provided by JM pursuant to this CONTRACT.

K. CLIENT shall give prompt written notice to JM whenever CLIENT observes or otherwise becomes aware of any defect in the Project.

L. Unless included in JM's services as described in ATTACHMENT "A", CLIENT shall obtain approval of all governmental authorities having jurisdiction over the Project and obtain approvals and consents from other individuals or bodies as may be necessary for completion of the Project.

M. If the Project involves more than one general contract, or separate construction contracts for different building trades or separate equipment contracts, CLIENT will ensure that the general conditions of all contracts are substantially identical.

N. When required, CLIENT shall provide title searches, legal descriptions, detailed ALTA surveys and environmental assessments to the extent necessary for CLIENT to proceed with right-of-way acquisition.

SECTION IV – JM'S RESPONSIBILITY

A. JM shall diligently and competently render engineering services which shall be reasonably necessary or advisable for the expeditious, economical and sound design of that portion of the Project included in ATTACHMENT "A" hereto and for such other preparatory work as is necessary to place such portion of the Project in service, except where such duties are excluded from the terms of this CONTRACT.

B. JM shall take out and maintain through the contract period minimum insurance as set forth on ATTACHMENT "C".

C. JM shall prepare in collaboration with CLIENT, a work in progress report schedule.

D. JM shall prepare, pursuant to the attachments to this CONTRACT, complete and detailed plans and specifications, drawings, maps and other documents as required for the construction of the Project (all of the foregoing being herein sometimes collectively called the "Plans and Specifications").

E. All Plans and Specifications and other documents required to be prepared or submitted by JM under this CONTRACT shall conform to industry standards generally acceptable on the date of this CONTRACT.

SECTION V – TERMS AND CONDITIONS

A. This CONTRACT shall be governed by the laws of the State of Texas, Texas Government Code, Chapter 2254, subchapter A (Professional Services).

B. All reports, plans, specifications, computer files and other documents prepared by JM as instruments of service shall remain the property of JM. JM shall retain all common law, statutory and other reserved rights including copyrights.

C. The obligations and duties to be performed by JM under this CONTRACT shall be performed by persons qualified to perform such duties efficiently. JM may, at its option, replace any resident engineer or other person employed by JM in connection with the Project. The term "engineer" or "resident engineer" as used in this CONTRACT shall mean a person properly trained and experienced to perform the services required under the terms of this CONTRACT, and does not mean that the person performing those duties must be a licensed or a registered professional engineer.

D. JM shall comply with all applicable statutes pertaining to engineering and warrants that the Project Engineer possesses a license issued to him or her by the State of Texas, and that such license has not been revoked or suspended and is in full force and effect on the date of this CONTRACT.

E. Prior to the time when any payment shall be made to JM pursuant to this CONTRACT, JM, if requested by the CLIENT, shall furnish to the

CLIENT, as a condition precedent to such payment, a certificate to the effect that all salaries or wages earned by the employees of **JM** in connection with the Project have been fully paid by **JM** up to and including a date not more than thirty (30) days prior to the date of such invoice. Before the time when the final payment provided to be made pursuant to this **CONTRACT** shall be made to **JM** by **CLIENT**, **JM** shall also furnish to **CLIENT** as a condition precedent to such payment, a certificate that all of the employees of **JM** have been paid by it for services rendered by them in connection with the Project and that all other obligations which might become a lien upon the Project have been paid.

F. **CLIENT** shall have the right, upon reasonable notice, to inspect and audit all payrolls, records and accounts of **JM** relevant to the work for the purposes of this **CONTRACT** and **JM** agrees to provide all reasonable facilities necessary for such inspection and audit.

G. Compensation payable to **JM** under any of the attachments to this **CONTRACT** shall be in addition to taxes or levies (excluding federal, state and local income taxes), which may be assessed against **JM** by the state or political subdivision directly on services performed or payments for services performed by **JM** pursuant to this **CONTRACT**. Such taxes or levies, which **JM** may be required to collect or pay, shall in turn, be added by **JM** to invoices submitted to **CLIENT** pursuant to this **CONTRACT**.

H. Interest at the rate of twelve percent (12%) per annum shall be paid by **CLIENT** to **JM** on any unpaid balance due **JM** commencing thirty (30) days after the due date, provided that the delay in payment is not the result of the client not having received its funds from TDA. Such compensation shall be paid ten (10) days after the amount of the interest has been determined. All amounts received by **JM** shall be applied first to accrued unpaid interest and then to outstanding invoices for services and associated expenses.

I. The obligations of **JM** under this **CONTRACT** shall not be assigned without the approval in writing of **CLIENT**.

J. If, after execution of this **CONTRACT**, a service not listed on ATTACHMENT "A" is added to this **CONTRACT**, an amendment to this **CONTRACT** is required.

K. Indemnification provisions with

respect to this **CONTRACT** are set out in ATTACHMENT "D".

L. If the performance of the **CONTRACT**, or of any obligation hereunder is prevented, restricted or interfered with by reason of fires, breakdown of plant, labor disputes, embargoes, government ordinances or requirements, civil or military authorities, acts of God or the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of the party whose performance is affected, then the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction or interference (and the other party shall likewise be excused from performance of its obligations on the day-for-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided that the party so affected shall use its best efforts to avoid or remove such causes.

M. **CLIENT** and **JM** agree to submit to binding arbitration as a required resolution of any disputes arising under this **CONTRACT**. **JM** and **CLIENT** agree that, prior to submission to binding arbitration, any disputes arising under this **CONTRACT** shall first be submitted to mediation.

N. **CLIENT** and **JM** acknowledge and agree that each party has invested significant time and resources in the recruitment and training of its employees. Therefore, to the extent permitted by applicable law, both parties agree that during the term of this **CONTRACT**, and for one (1) year thereafter, neither party will directly or indirectly solicit or seek to employ the employees of the other party except by mutual agreement of **CLIENT** and **JM**.

SECTION VI – TESTS AND INSPECTIONS

It shall be **CLIENT**'s responsibility to arrange for all required tests and site inspections necessary to insure that work and materials performed by **JM** and/or other contractors are properly performed in a timely manner in accordance with the plans, specifications, contract documents and **JM**'s recommendations.

SECTION VII – RESPONSIBILITIES

Except as expressly provided elsewhere in this **CONTRACT**, **JM**'s work shall not include determining, supervising or implementing the means,

methods, techniques, sequences or procedures of construction. JM shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare unless the scope of work set out on ATTACHMENT "A" hereto includes construction site inspection services. JM's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the CONTRACT documents.

SECTION VIII – WARRANTY

A. JM's services will be performed, its findings obtained and its reports prepared in accordance with the scope of work as described in ATTACHMENT "A" hereto. In performing its professional services, JM will use that degree of care and skill ordinarily exercised under the same or similar circumstances by members of the engineering profession. CLIENT recognizes that conditions may vary from those observed at specific locations where borings, surveys or other site explorations are made, and that site conditions may change over time. This warranty is in lieu of all other warranties or representations, either express or implied.

B. If JM or any of its employees, officers or agents be found to have been negligent in the performance of its work or to have made and breached any express or implied warranty, representation or contract, CLIENT, all parties claiming through CLIENT and all parties claiming to have in any way relied upon JM's work must bring any actions arising from the same in the State of Texas in a court of competent jurisdiction. Venue for any action brought pursuant to this paragraph shall lie in Taylor County, Texas.

C. The foregoing notwithstanding, JM shall not be liable for consequential and/or exemplary damages. No action or claim, whether in tort, contract or otherwise, may be brought against JM, arising from or related to this CONTRACT after the expiration date under the statute of limitations provided for such action under Texas law.

SECTION IX - TERMINATION

Either party to this CONTRACT may terminate the CONTRACT by giving to the other party ten (10) days written notice. Upon delivery of this notice by the CLIENT to JM, and upon expiration of the ten (10) day period, JM shall

discontinue all services in connection with the performance of this CONTRACT and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this CONTRACT. As soon as practical after the receipt of a notice of termination, JM shall submit a statement showing in detail the services performed under this CONTRACT to the date of termination. CLIENT shall then pay JM to the date of termination. CLIENT shall then pay JM promptly that proportion of the prescribed charges which the services actually performed bear to the total services called for under this CONTRACT, less payments on account which have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this CONTRACT shall be delivered to CLIENT when and if this CONTRACT is terminated.

SECTION X - NOTICES

All notices required by this CONTRACT shall be sent by United States Postal Service, Federal Express or hand delivery to the addresses on Page 1 of this CONTRACT.

SECTION XI – CONFLICT OF INTEREST

JM agrees to disclose any financial or economic interest in or with the Project Property, or any property affected by the Project, existing prior to the execution of this CONTRACT. Further, JM agrees to disclose any financial or economic interest in or with the Project Property, or any property affected by the Project, if JM gains such interest during the course of this CONTRACT. If JM gains financial or economic interest in the Project Property during the course of this CONTRACT, CLIENT may in its sole discretion, terminate this CONTRACT. JM shall not engage the services of any present or former employee of CLIENT who was involved as a decision-maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this CONTRACT. JM agrees that it will not perform services on this Project for the general contractor, any subcontractor or any supplier of or for this Project. JM will not negotiate or make any agreement with the contractor, any subcontractor or any supplier with regard to any of the work under this Project or any services, equipment or facilities to be used on this Project.

SECTION XII – COVENANT AGAINST CONTINGENT FEES

JM affirms that it has not employed or

retained any company or person, other than a bona fide employee working for JM, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this CONTRACT. For a breach or violation of this section, CLIENT may terminate this CONTRACT without liability, or in its discretion may deduct from the CONTRACT a price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION XIII – ADDITIONAL SERVICES

Additional services which are outside the scope of ATTACHMENT “A” to this CONTRACT shall not be performed by JM without prior written authorization from CLIENT. Additional services, when authorized by and additional contract or an amendment to this CONTRACT shall be compensated for by a fee mutually agreed upon in writing between CLIENT and JM.

SECTION XIV – SUCCESSORS AND ASSIGNS

This CONTRACT shall not be assignable except pursuant to the written consent of CLIENT and JM. If assigned, this CONTRACT shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be duly executed and agree that this CONTRACT will be effective on the date first shown, said date being the 15th day of April 20 15.

SIGNED:

CITY OF BIG SPRING, TEXAS

John Medina
Printed Name

Assistant City Manager
Title

Primary Contact Johnny Womack, DPW

JM warrants that the person who is signing this CONTRACT on behalf of JM is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

JACOB AND MARTIN, LTD.

By: _____

Ken Martin, P.E.
Printed Name

President
Title

Primary Contact Kirt Harle, P.E.

**ATTACHMENT A
TO MASTER CONTRACT FOR PROFESSIONAL SERVICES**

SCOPE OF WORK

Jacob & Martin, Ltd. will provide the following project-related engineering services to the City of Big Spring including but not limited to:

- Capital improvement cost schedule
- Preliminary and final design plans and specifications for selected project
- Preparation of the bid packet and construction contract
- Conduct pre-construction meeting with Owner and contractor
- Conduct periodic and final inspections as opposed to daily inspection.

**ATTACHMENT B
TO MASTER CONTRACT FOR PROFESSIONAL SERVICES
COMPENSATION**

FEEES FOR PROFESSIONAL SERVICES

Principal Engineer	\$	175.00
Registered Professional Engineer - 1	\$	150.00
Registered Professional Engineer - 2	\$	130.00
Engineer-in-Training (E.I.T.)	\$	110.00
Licensed Architect	\$	140.00
Engineering Technician - 1	\$	90.00
Engineering Technician - 2	\$	70.00
Engineering Intern	\$	40.00
Environmental Coordinator	\$	90.00
GIS Technician - 1	\$	80.00
GIS Technician - 2	\$	65.00
CAD Draftsman -1	\$	75.00
CAD Draftsman -2	\$	60.00
Registered Professional Land Surveyor	\$	120.00
Surveyor-in-Training (S.I.T.)	\$	80.00
Resident Inspector (non-engineer)	\$	65.00
Clerical - 1	\$	50.00
Clerical - 2	\$	40.00
FIELD WORK		
1-Man Crew or Technician	\$	65.00
2-Man Crew	\$	100.00
3-Man Crew	\$	130.00
GPS Equipment	\$	60.00
Robotic Total Station	\$	50.00
Mule	\$	30.00

Sales tax will be added where applicable.

1. Vehicle charge - \$50.00 per day plus IRS rate per mile.
 2. Reproduction - \$2.50/per copy
- A FACTOR OF 1.10 SHALL BE APPLIED TO THE FOLLOWING:**
3. Actual cost of subsistence and lodging.
 4. Actual cost of long distance telephone calls, telegrams, express charges and postage, other than ordinary first class.
 5. Actual cost of material required for the job and used in surveying, drafting and allied activities, including printing and reproduction costs.
 6. Actual cost of special tests and services of special consultants, if required.

CONSTRUCTION MATERIALS ENGINEERING AND TESTING FEES

SERVICE TIME

Registered Professional Engineer	\$	150.00
Materials Technician Service Time	\$	50.00
Overtime (Weekends, Holidays or before 7 am or after 5 pm)	\$	62.00
Pier Observation, Hot Mix, Steel	\$	58.00
Overtime (Weekends, Holidays or before 7 am or after 5 pm)	\$	70.00

CONCRETE

Concrete Cylinder Compressive Strength Tests	\$	20.00
Entrained Air Content Test	\$	25.00
Slump tests, when cylinders are not made	\$	15.00
Concrete Mix Design	\$	475.00
Concrete Design Confirmation Cylinders	\$	20.00

SOILS

Atterberg Limits (Liquid Limit, Plastic Limit & P.I.)	\$	65.00
Field Compaction Tests	\$	21.00
Moisture-Density Curve (Proctor)	\$	235.00
Washed Sieve Analysis (Soil)	\$	60.00
Washed Sieve Analysis (Base Material)	\$	60.00
Unit Weight	\$	35.00
Absorption	\$	35.00
Decantation	\$	35.00
Moisture Content	\$	20.00

ASPHALT

Rice Theoretical Specific Gravity	\$	70.00
Field Density	\$	21.00

Vehicle charge - \$15.00 per trip to the project; Travel from and return to office at 56 cents per mile, plus service time at above rates for both ways for out of town projects.

A FACTOR OF 1.10 SHALL BE APPLIED TO THE FOLLOWING:

1. Actual cost of subsistence and lodging.
2. Actual cost of long distance telephone calls, telegrams, express charges and postage, other than ordinary first class.
3. Actual cost of material required for the job and used in surveying, drafting and allied activities, including printing and reproduction costs.
4. Actual cost of special tests and services of special consultants, if required.

**ATTACHMENT C
TO MASTER CONTRACT FOR PROFESSIONAL SERVICES**

INSURANCE

A. Types of Insurance. The types of insurance required in this **CONTRACT** are those indicated by initials below. If no initials appear on any of the Items 1 through 6, insurance described in Items 1 through 4 shall be required.

	<u>Type</u>	<u>Amount</u>
1.	Workers compensation (employer's liability statutory)	\$100,000.00 (per occurrence)
2.	Commercial (public) liability including but not limited to: premises / operations Independent Contractors Product / Completed operations Contractual liability Insuring above indemnity Explosion collapse and underground (where such exposures exist)	\$500,000.00 combined single limit for bodily injury and property damage (per occurrence)
3.	Business automobile liability to include coverage for: Owned / leased autos Non-owned autos Hired or rental vehicles	\$500,000.00 combined single limit for bodily injury and property damage (per occurrence)
4.	Liability (per occurrence)	\$500,000.00 combined single limit
5.	See addendum to this Attachment for special coverages and/or revisions	
6.	No insurance required	

B. General Requirements. **JM** agrees to purchase and maintain the type and amounts of insurance required above throughout the term of the **CONTRACT**. **JM** is solely responsible for providing the required Certificates of Insurance. The Certificates of Insurance shall:

1. Name **CLIENT** as an additional insured with respect to the operations for which this **CONTRACT** is made except for professional liability and workers compensation.
2. Provide for thirty (30) day advanced written notice of cancellation or material change.

3. The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by **CLIENT**.
4. The required insurance naming **CLIENT** as additional insured must be primary insurance and not contributing with any other insurance available to **CLIENT** under any third party liability policy.
5. **JM** must provide **CLIENT** with the required Certificates of Insurance or a certified copy of the required Certificates of Insurance on or before **CLIENT** executes the notice to proceed with any work under the **CONTRACT**. Thereafter, **JM** must furnish new Certificates of Insurance or certified copies of the same before the expiration date.

**ATTACHMENT D
TO MASTER CONTRACT FOR PROFESSIONAL SERVICES**

INDEMNITY

A. **JM** shall hold **CLIENT** and **CLIENT**'s employees, agents, officers and directors harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence, default or misconduct on the part of **JM**, its agents, servants or employees during the performance of this **CONTRACT**. This indemnity shall include, but not be limited to, all expenses of litigation, court costs and reasonable attorney's fees. **CLIENT** shall hold **JM** and **JM**'s employees, agents, officers and directors harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence, default or misconduct on the part of **CLIENT**, his or its agents, servants or employees during the performance of this **CONTRACT**. This indemnity shall include, but not be limited to, all expenses of litigation, court costs and reasonable attorney's fees.

B. In no event will **JM** be liable for consequential damages, including loss of profits, loss of investment or other incidental damages incurred from **CLIENT**'s investment based on the scope of work to be performed by **JM** under this **CONTRACT**. **JM**'s total liability for work performed shall never exceed the amount paid by **CLIENT** for services performed under this **CONTRACT**.

ATTACHMENT E
TO MASTER CONTRACT FOR PROFESSIONAL SERVICES
ADDITIONAL TERMS & CONDITIONS

SUBCONTRACTORS

1) To drill test borings or perform other explorations, JM may engage a contractor experienced in this work. The Contractor's invoices plus a ten (10) percent service charge will be added to JM's invoice. On occasion, JM engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be used with Client's approval. The cost of such services plus a ten (10) percent service charge will be included in our invoice. Such specialists will be wholly responsible for their work product.

2) Alternatively, at Client's request, JM will recommend contractor(s) or specialist(s) for Client to enter into direct contract(s) with. In that event, invoices for these outside services will be mailed to Client for direct payment to the contractor(s). JM review and approval of each invoice will be provided on request. Under either alternative, JM does not guarantee and is not responsible for the performance of the contractor(s) or the accuracy of their results.

**GEOPHYSICAL AND GEOCHEMICAL
INSTRUMENTATION SERVICES**

JM is equipped to provide specialized geophysical and geochemical instrumentation services according to project needs. Fees for these equipment services will be based on use charges at standard rates published by JM plus fees for consulting services.

CUSTODY OF MATERIALS

1) In the course of work, JM may take custody of and transport soil and/or water samples from Client's site. Upon the completion of evaluation and/or testing of such samples, JM reserves the right to return the samples to Client at Client's expense, and Client agrees to accept such samples and the responsibility for their proper and legal disposal.

2) At no time, under any circumstances, will JM personnel represent JM or themselves as generators of waste, hazardous or otherwise, which may have to be removed from or disposed of on a site, and JM personnel will not sign hazardous waste manifests on behalf of Client.

RIGHT OF ENTRY

Client will furnish right-of-entry on the site for JM to conduct the work. JM will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in the fee the cost for restoration of damage that may result from site operations. If JM is required to restore the land to its former condition, this will be arranged and the cost plus ten (10) percent will be added to our fee.

DAMAGE TO SUBSURFACE STRUCTURES

Reasonable care will be exercised in locating subsurface structures in the vicinity of proposed subsurface explorations. This will include contact with the local agency coordinating subsurface utility information (i.e., "Call Before You Dig" service) and a review of plans provided by Client for the site to be investigated. JM shall rely upon any information provided by Client or Client's agent or representative. If the locations of underground structures are not known accurately or cannot be confirmed, then there will be a degree of risk to Client associated with conducting the work. In the absence of confirmed underground structure locations, Client agrees to accept the risk of damage and possible costs associated with repair and restoration of damage resulting from the exploration work.

**PETROLEUM PRODUCTS AND HAZARDOUS
MATERIALS**

1) Petroleum products, hazardous materials, or asbestos may exist at a site where there is no reason to believe they should be present. If, at any time, evidence of the existence or possible existence of such substances is discovered, JM reserves the right to renegotiate any consulting agreement, the fees for our services and our continued involvement in the project. JM will notify Client as soon as possible should unanticipated hazardous materials or suspected hazardous materials be discovered.

2) The discovery of hazardous materials or suspected hazardous materials may make it necessary for JM to take immediate measures to protect human health and safety and/or the environment. Client agrees to compensate JM for the cost of any and all measures that, in our professional onsite judgment are justified to preserve and protect the health and safety of our personnel, Client's employees and/or the public, and/or the environment. In addition, Client waives any claims against JM and, to the full extent permitted by law, agrees to indemnify, defend and hold JM harmless from any and all claims, damages and liability, including but not limited to cost of defense, in any way connected with petroleum products, hazardous materials or asbestos.

STANDARD OF CARE

In accepting our proposal for consulting services, Client acknowledges the inherent risks associated with any subsurface investigation. In performing professional services, JM will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar localities. JM makes no express or implied warranty beyond our commitment to conform to this high standard of professional practice.

**ATTACHMENT F
PART IV
TERMS AND CONDITIONS**

PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City/County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm, and the City/County may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the City/County from the Firm is determined.

2. Termination for Convenience of the City/County. The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The City/County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/County and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City/County.
 - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto: Provided, however, that claims for money by the Firm from the City/County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.
6. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. City/County

shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
 - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City/County setting forth the provisions of this non-discrimination clause.
 - b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national original.
 - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974.
 - a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
 - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Office of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
 - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of TxCDBG issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
 - c. The Firm will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The Firm will not subcontract with any subcontractor where it has

notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers

- a. The Firm will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Firm agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - b. The Firm agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - c. In the event of the Firm's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - d. The Firm will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Interest of Members of a City/County. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract. And the Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the Grant Recipient and no other public official of such Grant Recipient, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, director indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.
19. Alternative Dispute Resolution: The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Abilene, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.
20. The Engineer will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the owner. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

**Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Monday, March 23, 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. Monday, March 23, 2015 in the offices of the Big Spring Economic Development Corporation. The following notice was sent on March 20, 2015 to all Directors, the news media, and duly posted on March 20, 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 Monday, March 23, 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 February 17, 2015 Regular Board Meeting, March 2, 2015 and March 10, 2015 Special Board Meetings, Action to Approve February Financials Report, Action to Approve February Investment Report, Discussion of MOU between BSEDC and PIC, Directors Report, Public Comment, Board Comment, and Adjourn”.

Directors Present:

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

Directors Absent:

Staff Present:

Mr. Terry Wegman
Mrs. Teresa Darden

Guests that signed in:

Jim DePauw

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

Mr. Hansen called the meeting to order at 5:17 p.m. Mr. Hansen led the invocation and pledge.

ACTION ITEM #2- Action on Minutes of the February 17, 2015 Regular Board Meeting, March 2, 2015 and March 10, 2015 Special Board Meetings:

Mr. Hansen presented the minutes of the February 17, 2015 Regular Board Meeting, March 2, 2015 and March 10, 2015 Special Board Meetings. Motion to accept the Minutes for the February 17, 2015 Regular Board Meeting, March 2, 2015 and March 10, 2015 Special Board Meetings was made by Mrs. McDaniel seconded by Mrs. Reyes. The motion passed 5 to 0 with all members present voting “aye” in favor of the motion.

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

Mrs. Reyes presented February Financials. Motion to approve the February Financials 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.

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

Mrs. Reyes presented the February Investment Report. Motion to approve the February Investment Report 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 #5- Discussion of MOU between BSEDC and PIC:

Mr. Wegman presented the draft MOU with PIC. Motion to allow the Executive Director to forward the draft MOU to PIC for evaluation was made by Mr. Price, seconded by Mr. Morgan. The motion passed 5 to 0 with all members present voting “aye” in favor of the motion.

AGENDA ITEM #6- Directors Report:

Mr. Wegman updated the Board several projects including: Prime Eco construction is still underway at the Airpark, Airpark Rail Project is still under way with paving for crossing scheduled for late March due to weather delays, The sewer bore is underway, Performance Agreement with BSEDC and Bartlett & West for Design Build Phase III rail infrastructure and the budget amendment will be presented to City Council on March 24, 2015, Iron Horse has visited with Alon and Sid Richardson to discuss working partnership, PIC, EDC and Bartlett & West will have weekly conference call on March 24th to discuss EDC property progress. Mr. Wegman updated the Board on past and upcoming meetings including: Ports to Plains & TxDot I-27 Corridor Study was March 20th, Ports to Plains Energy Summit March 31st-April 1st, Team Texas Site Selectors Guild is in Austin April 7-9th, Next Board Meeting will be April 21st.

AGENDA ITEM #7- Public Comments:

None

AGENDA ITEM # 8- Board Comments:

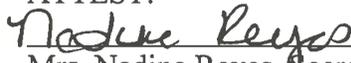
None

AGENDA ITEM # 9- Adjourn:

Mr. Morgan made a motion to adjourn, seconded by Mrs. McDaniel. The motion passed 5 to 0 with all members present voting “aye” in favor of the motion. Meeting adjourned at 5:50 pm on March 23, 2015.


Mr. Terry Hansen, President

ATTEST:


Mrs. Nadine Reyes, Secretary/Treasurer