

# CITY COUNCIL AGENDA

City of Big Spring  
Tuesday, August 13, 2013

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, August 13, 2013, at 5:30 p.m. in the City Council Chambers located at 307 East 4<sup>th</sup> Street, Big Spring, Texas.

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

## **Presentations & Public Hearings**

1. Invocation & Pledge of Allegiance to the United States Flag and to the Texas State Flag McLellan
2. **Public Hearing** – Amending the Zoning Ordinance by Amending Article 2 Entitled “Definitions” by Amending the Definition of “Intermodal Shipping Container” Designated as Definition 69A and Amending Article 7 Entitled “Special Applications,” Section 7-2 “Specific Use Permits,” Subsection (c) Specific Use Permits with Term by Adding Subsection (72) “Intermodal Shipping Containers as Living Quarters” In Order to Provide for Regulation of This Use Browning
3. Presentation of “Star Employee” Award McLellan

## **Disposition of Minutes**

4. Minutes of the Regular Meeting of July 23, 2013 and Special Meeting of July 29, 2013 5-10 Davis

## **Consent Items**

5. Final Reading of an Ordinance Authorizing and Directing the City Manager to Designate the Placement of Stop Signs on Stadium Street Which in Conjunction with the Existing Stop Signs Regulating Circle Street Will Create a 4-Way Stop Controlled Intersection; Providing for Severability; Providing for a Penalty in Accordance with State Law; Providing for Publication and an Effective Date 11 Walker

- |    |  |       |        |
|----|--|-------|--------|
| 6. | Acceptance of McMahon-Wrinkle Airpark Development Board Minutes for Meeting of June 27, 2013 | 12-13 | Walker |
|----|--|-------|--------|

**Bids**

- |    |   |       |        |
|----|---|-------|--------|
| 7. | Permission to Advertise for Bids for Relocation of Utility Lines as Part of the Texas Department of Transportation US 87 Reliever Route Construction Project                          | 14    | Womack |
| 8. | Award Bid for Fuel Tanks to BASSCO and Award Bid for Paving to Unified Services of Texas for the Fuel Farm at the Airpark; and Authorize the Mayor to Execute Any Necessary Documents | 15-16 | Little |

**Routine Business**

- |    |   |  |           |
|----|---|--|-----------|
| 9. | Vouchers for 07/25/13   \$     695,831.33 |  | Benavides |
|    | Vouchers for 08/01/13   \$     608,741.80 |  |           |
|    | Vouchers for 08/08/13   \$     668,485.90 |  |           |

**New Business**

- |     |  |       |          |
|-----|--|-------|----------|
| 10. | Water Presentation by V. V. Water Company LLC  |       | Harbour  |
| 11. | Emergency Resolution to Support the Designation of the US 87 Truck Reliever Route Project  | 17    | Womack   |
| 12. | <b>First Reading of an Ordinance Amending the Zoning Ordinance by Amending Article 2 Entitled “Definitions” by Amending the Definition of “Intermodal Shipping Container” and Amending Article 7 Entitled, “Special Applications,” and “Specific Use Permits” to Provide for Regulations of the Use of Intermodal Shipping Containers as Living Quarters</b> | 18-19 | Browning |

First Reading of an Ordinance Amending the Zoning Ordinance by Amending Article 2 Entitled “Definitions” by Amending the Definition of “Intermodal Shipping Container” Designated as Definition 69A and Amending Article 7 Entitled “Special Applications,” Section 7-2 “Specific Use Permits,” Subsection (c) “Specific Use Permits with Term” by Adding Subsection (72) “Intermodal Shipping Containers as Living Quarters” In Order to Provide for Regulation of This Use; Providing for Severability; Providing for a Maximum Penalty of \$2,000.00; Establishing an Effective Date; and Providing for Publication

- |     |  |       |        |
|-----|--|-------|--------|
| 13. | Consideration and Approval of an Agreement with Parkhill Smith & Cooper, Inc. for Professional Services to Develop the East Cell at the Landfill and Authorizing the City Manager to Execute Any Necessary Documents | 20-24 | Womack |
| 14. | Consideration and Approval of an Interlocal Agreement with Howard County for Purchase and Sale of Surplus Property and Authorizing the Mayor to Execute Any Necessary Documents                                      | 25-29 | Walker |
| 15. | Approval of Investment Report for the Quarter Ending June 30, 2013   | 30-32 | Walker |
| 16. | Acceptance of Big Spring Economic Development Corporation Board of Directors Minutes for Special Meeting of April 30, 2013 and Regular Meeting of June 28, 2013  | 33-36 | Walker |

**City Manager's Report**

- |     |  |  |        |
|-----|--|--|--------|
| 17. |  |  | Darden |
|-----|--|--|--------|

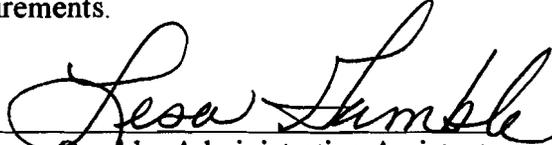
**Council Input**

- |     |       |  |          |
|-----|-------|--|----------|
| 18. | Input |  | McLellan |
|-----|-------|--|----------|

**Executive Session**

- |     |   |  |         |
|-----|---|--|---------|
| 19. | Adjourn into Executive Session in Accordance with Texas Government Code Section 551.071(1)(A) to Consult with the City Attorney on a Matter Subject to Attorney/Client Privilege Regarding the City's Contract with Colorado River Municipal District |  | Sjogren |
|-----|---|--|---------|

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, August 9, 2013 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](http://www.mybigspring.com) in accordance with legal requirements.

  
 Lesa Gamble, Administrative Assistant

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

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

August \_\_\_\_\_, 2013 at \_\_\_\_\_ a.m./p.m.

By: \_\_\_\_\_  
City Secretary's Office

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

The City Council of the City of Big Spring, Texas, met in a regular meeting in the City Council Chambers located at 307 E. 4<sup>th</sup>, Big Spring, Texas, at 5:30 p.m., July 23, 2013, with the following members present:

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

(Councilmember Benavides was not present at this meeting.)

Same and constituting a quorum; and

TODD DARDEN	City Manager
LINDA SJOGREN	City Attorney
PEGGY WALKER	Interim Asst. City Manager
JOHN MEDINA	Human Resources Director
CHAD WILLIAMS	Interim Police Chief
CRAIG FERGUSON	Fire Chief
JIM LITTLE	Airpark Director
TIM GREEN	Municipal Court Judge

## **PRESENTATIONS & PUBLIC HEARINGS**

### **INVOCATION & PLEDGE OF ALLEGIANCE**

Pastor Mark Lindsey, First Baptist Church, gave the invocation and Mayor McLellan led the Pledge of Allegiance to the American and State Flags.

### **PRESENTATION OF "STAR EMPLOYEE" AWARDS**

Mayor McLellan, Todd Darden, City Manager, and Craig Ferguson, Fire Chief, presented the "Star Employee" awards to Lieutenant Steve Davenport and Firefighters Grant Dixon, Cole Davis and Jordan Barron.

## **DISPOSITION OF MINUTES**

### **MINUTES OF THE REGULAR MEETING OF JULY 9, 2013**

Motion was made by Councilmember McDonald, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving minutes of the regular meeting of July 9, 2013.

## **CONSENT ITEMS**

### **ACCEPTANCE OF CONVENTION AND VISITORS BUREAU COMMITTEE MINUTES FOR MEETING OF MAY 1, 2013**

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

## **OTHER BUSINESS**

**FINAL READING OF AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BIG SPRING BY AMENDING ARTICLE 2 ENTITLED “DEFINITIONS” BY PROVIDING DEFINITIONS FOR “TEMPORARY WORKFORCE HOUSING”, “INTERMODAL SHIPPING CONTAINER” ( AND PROHIBITING THEIR USE AS LIVING QUARTERS) AND “MODULAR HOUSING”; AMENDING ARTICLE 7 ENTITLED, “SPECIAL APPLICATIONS” IN ORDER TO PROVIDE FOR REGULATION OF TEMPORARY WORKFORCE HOUSING; AMENDING ARTICLE 8 “SUPPLEMENTAL USE STANDARDS” BY ADDING “TEMPORARY USE PERMIT FOR TRAVEL TRAILERS AND RECREATIONAL VEHICLES AS LIVING QUARTERS”**

After a lengthy discussion, motion was made by Councilmember Carrigan to approve the ordinance with an amendment to remove any reference to intermodal shipping containers and/or their use as living quarters, and bring this item back to the Council as a separate issue at the next meeting. The amended motion was seconded by Mayor Pro Tem Fernandez, with Councilmembers Fernandez, Harbour, Carrigan and Boyd voting “aye” approving final reading of the amended ordinance. Councilmembers McLellan and McDonald, being opposed, voting “nay” for passage of same. Motion passes four to two. Staff said that they would bring an ordinance dealing with intermodal shipping containers back to the Council the first meeting in August.

**FINAL READING OF AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES BY AMENDING CHAPTER 11, SECTION 11-6 ENTITLED “COLLECTION BY CITY GENERALLY; PRIVATE COLLECTION OF BRUSH, ETC.” TO REQUIRE DISPOSAL AT THE LANDFILL; AMENDING AND RENAMING SECTION 11-8 ENTITLED “COLLECTION CHARGES FOR MUNICIPAL SOLID WASTE,” AND AMENDING CERTAIN SUBSECTIONS IN ORDER TO PROVIDE FOR NEW LANDFILL CHARGES FOR THE CITY LANDFILL**

After a lengthy discussion on charging customers \$10.00 per trip or per day at the landfill, motion was made by Councilmember McDonald to approve the ordinance as presented. There was no second. The motion dies for lack of a second.

Motion was made by Mayor Pro Tem Fernandez to amend the ordinance to allow citizens to pay \$10.00 per day at the landfill until the amount of refuse reaches the 500 pound threshold, at which time the new tipping fees would apply. The amended motion was seconded by Councilmember Boyd, with Councilmember Fernandez, Harbour, Carrigan, McDonald and Boyd voting “aye” approving final reading of the amended ordinance. Mayor McLellan, being opposed, voted “nay” for passage of same. Motion passes five to one.

## **BIDS**

### **APPROVAL OF “REQUEST FOR PROPOSAL” FOR FLEET SERVICES**

Motion was made by Councilmember McDonald, seconded by Mayor Pro Tem Fernandez, with all members of the Council voting “aye” approving “Request for Proposal” for Fleet Services.

## **ROUTINE BUSINESS**

Councilmember Boyd reviewed the vouchers. Motion was made by Councilmember Boyd, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving vouchers in the amount of \$1,196,390.03 (07/11/13) and \$487,678.50 (07/18/13).

## **NEW BUSINESS**

**FIRST READING OF AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DESIGNATE THE PLACEMENT OF STOP SIGNS ON STADIUM STREET WHICH IN CONJUNCTION WITH THE EXISTING STOP SIGNS REGULATING CIRCLE STREET WILL CREATE A 4-WAY STOP CONTROLLED INTERSECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

Motion was made by Councilmember Carrigan, seconded by Mayor Pro Tem Fernandez, with all members of the Council voting “aye” approving first reading of an ordinance authorizing and directing the City Manager to designate the placement of stop signs on Stadium Street which in conjunction with the existing stop signs regulating Circle Street will create a 4-way stop controlled intersection; providing for severability; providing for a penalty in accordance with state law; providing for publication and an effective date.

## **CITY MANAGER’S REPORT**

Todd Darden, City Manager, thanked Jim Little, Airpark Director, for accommodating a citizen visiting Big Spring from India.

## **COUNCIL INPUT**

Mayor McLellan thanked Debbie Wegman and Debbie Valverde for their work on the Under West Texas Skies event.

Mayor Pro Tem Fernandez thanked citizens and staff for being patient through the long council meetings and also for cleaning up on the north side of town.

Councilmember Harbour thanked Kenny Davis and Todd Darden for their help with cleaning up on the north side.

Councilmember McDonald thanked Jay Patel for inviting a group from India to visit Big Spring.

Councilmember Boyd congratulated the Big Spring Steer All Star team for getting third place.

## **EXECUTIVE SESSION**

ADJOURN INTO EXECUTIVE SESSION UNDER THE PROVISIONS OF TITLE 5, TEXAS GOVERNMENT CODE SECTION 551.074 TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION AND DUTIES OF THE CITY ATTORNEY AT 7:50 P.M.

RECONVENE IN OPEN SESSION AND TAKE ANY NECESSARY ACTION AT 8:20 P.M.

Motion was made by Councilmember Carrigan, seconded by Mayor Pro Tem Fernandez, with all members of the Council voting “aye” approving an amendment to the employment contract with the City Attorney and authorizing the Mayor to execute the amended contract.

## **ADJOURN**

Motion was made by Councilmember Boyd, seconded by Mayor Pro Tem Fernandez, with all members of the Council voting “aye” to adjourn at 8:21 p.m.

CITY OF BIG SPRING, TEXAS

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Larry McLellan, Mayor

ATTEST:

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Tami L. Davis, Assistant City Secretary

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

The City Council of the City of Big Spring, Texas, met in a special meeting in the City Council Chambers located at 307 E. 4<sup>th</sup>, Big Spring, Texas, at 5:30 p.m., July 29, 2013, with the following members present:

LARRY McLELLAN	Mayor
RAUL BENAVIDES	Councilmember
CARMEN HARBOUR	Councilmember
GLEN CARRIGAN	Councilmember
BOBBY McDONALD	Councilmember
MARVIN BOYD	Councilmember

(Mayor Pro Tem Fernandez was not present at this meeting.)

Same and constituting a quorum; and

TODD DARDEN	City Manager
LINDA SJOGREN	City Attorney
CHAD WILLIAMS	Interim Police Chief
CRAIG FERGUSON	Fire Chief
TIM GREEN	Municipal Court Judge

## **PRESENTATIONS & PUBLIC HEARINGS**

### **INVOCATION & PLEDGE OF ALLEGIANCE**

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

### **NEW BUSINESS**

#### **CONSIDERATION AND APPROVAL OF A LEASE AGREEMENT WITH BIG SPRING HOSPITAL CORPORATION D/B/A SCENIC MOUNTAIN MEDICAL CENTER FOR MEDICAL OFFICE SPACE AT MALONE AND HOGAN CLINIC**

Motion was made by Councilmember McDonald, seconded by Councilmember Harbour, with all members of the Council voting “aye” approving a lease agreement with Big Spring Hosiptal Corporation d/b/a Scenic Mountain Medical Center for medical office space at Malone and Hogan Clinic.

**ADJOURN**

Motion was made by Councilmember Harbour, seconded by Councilmember Carrigan, with all members of the Council voting “aye” to adjourn at 6:00 p.m.

CITY OF BIG SPRING, TEXAS

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Larry McLellan, Mayor

ATTEST:

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Tami L. Davis, Assistant City Secretary

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO DESIGNATE THE PLACEMENT OF STOP SIGNS ON STADIUM STREET WHICH IN CONJUNCTION WITH THE EXISTING STOP SIGNS REGULATING CIRCLE STREET WILL CREATE A 4-WAY STOP CONTROLLED INTERSECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the intersection of Circle and Stadium Street is currently a 2-way stop controlled intersection that the Big Spring Police Department and City of Big Spring Administration have recommended changing to a 4-way controlled stop intersection based on traffic history; and

**WHEREAS**, the City Council finds it to be in the public interest to make the intersection a 4-way controlled stop intersection and finds that the public safety and general welfare will best be served by such regulation;

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

**SECTION 1.** The intersection of Circle and Stadium Street shall be a 4-way stop controlled intersection.

**SECTION 2.** City officials shall place and maintain the necessary signs at the above intersection.

**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.** The penalty for violation of this ordinance shall be as mandated by State Law.

**SECTION 6.** The City Secretary is hereby ordered and directed to cause the descriptive caption and penalty for violation of this ordinance to be published as provided by law.

**SECTION 5.** This ordinance shall take effect immediately from and after its passage and publication as required by law.

**PASSED AND APPROVED** on first reading of a regular meeting of the City Council on the 23<sup>rd</sup> day of July, 2013, 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 13<sup>th</sup> day of August, 2013, with all members present voting "aye" for the passage of same.

\_\_\_\_\_  
Larry McLellan, Mayor

ATTEST:

\_\_\_\_\_  
Tami Davis, Asst. City Secretary

**City of Big Spring**  
**Big Spring McMahon-Wrinkle Airport and Industrial Park**  
**Development Board Meeting Minutes**  
**June 27, 2013**

The Big Spring Airport and Industrial Park Development Board met in Special Session at 5:30 p.m., Thursday, June 27, 2013 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Phillip Welch called the meeting to order at 5:32 p.m. with the following members in attendance:

Phillip Welch, Chairman	Paschal Odom, Vice Chair
Ned Crandall	Jim DeVille
Jan Hansen	

Absent: Willie Rangel  
Wayne Dawson, Safety Officer

Also in attendance: Jim Little, Airport Director  
Kelly Seales, Director's Assistant

**Item # 1**

**Call to Order**

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

**Item # 2**

**Review and approve minutes from May 23, 2013 meeting**

Motion to approve made by Ned Crandall, seconded by Jim DeVille, with all members voting "aye" for acceptance of the minutes as written.

**Item # 3**

**Big Spring Economic Development Corporation Update**

Terry Wegman was unavailable for an update. Jim did mention that the EDC was making progress in the rail expansion project on the east side of the refinery and should be selecting a company soon.

**Item # 4**

**T-Hangar Project, Status**

Jim updated the board stating that the project is moving forward and has been approved by the TxDOT Commission. Contract is currently out for bid. The project at this time is the traditional Design, Bid, Build type of plan. The downside to this method is that cost is not determined until later in the process, making the budget process more difficult while also taking longer to reach the final product due to bidding time frame. The alternative would be a Design-Build type of project which has not yet been approved for consideration. This method allows for the budget to be set in the beginning and the bidders to present their specs for approval and then begin construction immediately.

**Item # 5**

**Airport Terminal Apron Upgrade Project, Status**

Jim stated that this project is still in motion and will be re-bid due to a lack of bids previously obtained. The pre-bid conference will be on July 11<sup>th</sup> and the opening for new bids will begin on the 23<sup>rd</sup>.

**Item #6**

**Airport Fuel Tank Farm Project, Status**

Jim stated that this project will also be re-bid in conjunction with the Apron Upgrade and Runway Joint Seal work. The Tank Farm is being done with separate matching funds of a different percentage and the tanks are to be bid can be bid either together or separately by prospective contractors.

**Item #7**

**Airport Directors Update**

Jim updated the board on the recent administrative changes within the city, including the new Mayor, Larry McLellan, the newly promoted City Manager, Todd Darden, and new Councilman, Raul Benavidez. We are in the process of updating our Budget for FY 13-14. Jim and Phillip made comments on the May 13-15 TxDOT Aviation Conference that was held in Austin. Jim gave a report on the May 21<sup>st</sup> Permian Basin Airport Board Meeting and the possible relocation of the Midland CAF headquarters. Jim discussed the recent drilling research and proposals on the airpark property. The city is also working on a new Master Plan for both the City and the Airport. Jim also discussed the reliever route progress and the issues with the rail spur stating that Federal Grant funding was not approved for work on the spur. Western Container has made a request to get City support for a rail access project. Jim briefly discussed the issues with Roy Taylor stating that there is a possible loophole in the City's zoning ordinances that would allow him to have an RV park since his leased property is actually city owned land. Jim updated the board on the progress of the Barracks building demolition and asbestos abatement stating that the cost of the project will be over \$140,000 total. We are looking to include similar work on the parachute building in next year's budget. Jim mentioned the upcoming Hang Gliding competitions on August 4-10 and the related planning meeting that was held at the terminal earlier today. We still need volunteers to help monitor the Unicom radio system during the competitions. For Show & Tell the board viewed photos of recent landings of large Falcon Jets and Jim briefly discussed the TSA's new GA Security Program and ways to report suspicious activity on the airport facility both with transient and local aircraft and traffic.

**Item # 8**

**Leased Building Issues**

We are currently at near capacity for our building rentals. We do have a few vacant buildings but we are working to find suitable occupants for them. Revenues are up and the need for more buildings is evident due to recent increases in inquiries.

**Item # 9**

**Airport Safety Committee Report**

Jim informed the board that this quarter's Pilot Safety Meeting will be moved up to July 18<sup>th</sup> in order to address the upcoming Hang Gliding events and related safety procedures with the local flying community. This safety meeting will be in conjunction with our 2<sup>nd</sup> Annual Safety Committee cook-out.

**Item # 10**

**Annual Fly-In Event, Results**

The Fly-In on May 16<sup>th</sup> was well attended and turned out to be a good time for all.

**Item # 11**

**Other Events & Activities**

The 2013 US Nationals Hang Gliding Competition will be held August 4-10, 2013. Pops in the Park will be Wednesday, July 3<sup>rd</sup> and will include a flyover by the CAF.

**Item # 12**

**Board Member Updates**

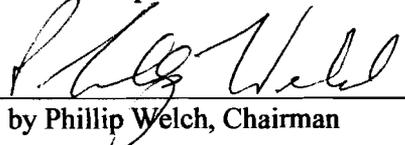
No updates at this time.

**Item # 13**

**Next Meeting Date**

July 18, 2013

**Adjournment: 6:57 p.m.**

  
Approved by Phillip Welch, Chairman

7-18-13  
Date Approved

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CITY OF  
**Big Spring**  
PUBLIC WORKS  
MEMORANDUM

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

**FROM:** JOHNNY WOMACK, INTERIM PUBLIC WORKS DIRECTOR

**SUBJECT:** REQUEST FOR PERMISSION TO ADVERTISE FOR BIDS FOR THE UTILITY  
RELOCATION AS PART OF THE TEXAS DEPARTMENT OF  
TRANSPORTATION US HWY 87 RELIEVER CONSTRUCTION PROJECT

**DATE:** AUGUST 9, 2013

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This is a request for permission to advertise for bids for the relocation of utility lines as part of the Texas Department of Transportation US Highway 87 Reliever Construction Project. Plans and specifications are being prepared by Parkhill, Smith and Cooper and will be placed on file in the Public Works office for review.

Please contact me if you have any questions or concerns.



July 23, 2013  
VIA FEDERAL EXPRESS

Colonel Jim Little, Airport Manager  
Big Spring McMahon-Wrinkle Airpark  
3200 Rickabaugh Drive West  
Big Spring, Texas 79720

Re: City of Big Spring, Texas  
Big Spring McMahon-Wrinkle Airpark  
Airport Fuel Farm Improvements (REBID)

Dear Colonel Little:

On Tuesday, July 23, 2013, bids were opened for the referenced project at Big Spring McMahon-Wrinkle Airpark. The bid package consisted of Bid Schedule 1 (fuel tanks) and Bid Schedule 2 (access paving). Two (2) bids were received and opened for each Bid Schedule. The attached spreadsheet tabulates the unit prices and bid totals presented. The bids all appear acceptable, with each acknowledging Addendum #1, and each containing 5% bid security and required bidder qualifications or financial information.

The lowest responsive bidder for Bid Schedule 1 (fuel tanks) appears to be from BASSCO, from Dallas, Texas, with a Base Bid total of \$295,136.00 and Additive Alternate (for self-serve fueling) total of \$42,083.00, for a grand total bid amount of \$337,219.00. The lowest responsive bidder for Bid Schedule 2 (access paving) appears to be from Unified Services of Texas (UST), from Southlake, Texas, with a Base Bid total of \$39,981.27. UST is the apparent low bidder for TxDOT's Apron Improvements project, as well.

PSC has worked with BASSCO to construct a fuel farm at the airport in Vega, Texas, which resulted in a very satisfactory project. We have no direct construction experience UST, but we understand they are currently working on a project for TxDOT Aviation at Waco. Based on the information received, we recommend award of Bid Schedule 1 and its Additive Alternate to BASSCO, and award of Bid Schedule 2 to Unified Services of Texas.

Please let me know if you need anything else.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By   
Lawrence J. (Larry) Valdez, P.E.  
Corporate Associate

mc: Mr. Paul Slusser, TxDOT AVN Project Manager, Austin

Amarillo

LJV/f

El Paso

Enclosures

Lubbock

Midland



PARKHILLSMITH&COOPER

**BIG SPRING - AIRPARK FUEL FARM**

**BIG SPRING, TEXAS**

**PSC PROJECT NO. 01.4110.12**

**July 23, 2013**

**10:00 AM**

<b>BASSCO</b> 2643 Myrtle Springs Ave Dallas, TX 75220	<b>Price Construction</b> 2701 East Highway 350 Big Spring, TX 79720	<b>Unified Services of Texas, Inc.</b> 2110 Greenbriar Drive CSZ
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BASE BID SCHEDULE NO 1									
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1-1	Item P-140, Contractor Mobilization	1	LS	\$33,827.00	\$33,827.00			\$11,492.91	\$11,492.91
1-2	Item F-162, Chain Link Fence Demolition	50	LF	\$21.18	\$1,059.00			\$4.21	\$210.50
1-3	Item F-162, New Chain Link Fence	150	LF	\$28.24	\$4,236.00			\$35.61	\$5,341.50
1-4	Item MC, Avgas Fuel Tank and Pumping System	1	EA	\$104,299.00	\$104,299.00	<b>No Bid</b>		\$235,604.61	\$235,604.61
1-5	Item MC JetA Fuel Tank and Pumping System	1	EA	\$102,299.00	\$102,299.00	<b>No Bid</b>		\$235,604.61	\$235,604.61
1-6	Item MC, Bollards	20	EA	\$235.50	\$4,710.00			\$258.59	\$5,171.80
1-7	Item MC, Electrical Improvements	1	LS	\$44,708.00	\$44,708.00			\$22,985.82	\$22,985.82
<b>Total Base Bid Schedule No 1</b>					<b>\$295,136.00</b>			<b>\$516,411.75</b>	

ALTERNATE SCHEDULE 1									
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A1-1	Item MC, Fuel Pumping System Additions	1	LS	\$42,083.00	\$42,083.00	<b>No Bid</b>		\$25,284.40	\$25,284.40
<b>Total Alternate Schedule 1</b>					<b>\$42,083.00</b>			<b>\$25,284.40</b>	

BASE BID SCHEDULE NO 2									
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
2-1	Item P-140, Contractor Mobilization	1	LS			\$14,976.00	\$14,976.00	\$11,492.91	\$11,492.91
2-2	Item P-101, Bomag and Stockpile existing surface and base	140	SY			\$32.10	\$4,494.00	\$5.75	\$805.00
2-3	Item P-152, Excavate and Remove existing subgrade	710	SY			\$22.93	\$16,280.30	\$2.30	\$1,633.00
2-4	Item P-152, Grading and Subgrade Preparation	710	SY			\$3.50	\$2,485.00	\$3.45	\$2,449.50
2-5	Item P-154, Salvaged Subbase Course (12" thickness)	575	SY			\$22.08	\$12,696.00	\$6.90	\$3,967.50
2-6	Item P-154, Salvaged Sub base Course (16" thickness)	140	SY			\$39.40	\$5,516.00	\$9.19	\$1,286.60
2-7	TxDOT 247, Flexible Base (4" Thickness)	140	SY			\$23.49	\$3,288.60	\$9.16	\$1,282.40
2-8	Item P-602, Bituminous Prime Coat	172	GAL			\$15.62	\$2,686.64	\$7.18	\$1,234.96
2-9	TxDOT 340, Hot Mix Asphaltic Concrete Pavement	65	TON			\$353.71	\$22,991.15	\$156.88	\$10,197.20
2-10	Item P-610, Concrete Pavement, preparing and sealing	140	SY			\$242.80	\$33,992.00	\$40.23	\$5,632.20
<b>Total Base Bid Schedule No 2</b>							<b>\$119,405.69</b>		<b>\$39,981.27</b>

<b>TOTAL BID</b>					<b>\$337,219.00</b>			<b>\$119,405.69</b>	<b>\$581,677.42</b>
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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, TO SUPPORT THE DESIGNATION OF THE US 87 TRUCK RELIEVER ROUTE PROJECT AND DECLARING THIS RESOLUTION AN EMERGENCY.**

**WHEREAS**, the City of Big Spring is currently experiencing growth along Highway US 87 and Interstate Highway 20; and

**WHEREAS**, the portion of US Highway 87 that passes through the City of Big Spring has seen an increase in traffic volumes with a high percentage of that volume being commercial truck traffic; and

**WHEREAS**, the City of Big Spring desires to promote the safety of motorist traveling through the City as well as its citizens; and

**WHEREAS**, the Texas Department of Transportation has proposed a new truck traffic reliever route for US Highway 87, adding miles to the state highway system;

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

**SECTION 1.** The City of Big Spring is in full support of the designation by the Texas Department of Transportation of the US 87 Truck Reliever Route Project; and

**SECTION 2.** The passage of this resolution constitutes an emergency and an imperative public necessity that the Charter Rule requiring that City resolutions be read at two separate meetings of the City Council be suspended, and said rule is hereby suspended, and this ordinance shall be effective immediately upon its passage on first and final reading.

**PASSED AND APPROVED** on Emergency reading by the Council of the City of Big Spring, Texas this **13<sup>th</sup>** day of **August, 2013**, at a regular meeting of the City Council, with all members present voting “aye” for the passage of same.

\_\_\_\_\_  
Larry McLellan, Mayor

ATTEST:

\_\_\_\_\_  
Tami Davis, Assistant City Secretary

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING AMENDING THE ZONING ORDINANCE OF THE CITY OF BIG SPRING BY AMENDING ARTICLE 2 ENTITLED “DEFINITIONS” BY AMENDING THE DEFINITION OF “INTERMODAL SHIPPING CONTAINER” DESIGNATED AS DEFINITION 69A AND AMENDING ARTICLE 7 ENTITLED, “SPECIAL APPLICATIONS,” SECTION 7-2 “SPECIFIC USE PERMITS,” SUBSECTION (c) SPECIFIC USE PERMITS WITH TERM BY ADDING SUBSECTION (72) “INTERMODAL SHIPPING CONTAINERS AS LIVING QUARTERS” IN ORDER TO PROVIDE FOR REGULATION OF THIS USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A MAXIMUM PENALTY OF \$2000.00; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.**

**WHEREAS,** the City Council finds that the zoning ordinance currently in effect does not adequately address the use of “Intermodal Shipping Containers” as living quarters and the possible adverse effects such use may have if uncontrolled; and

**WHEREAS,** the City Council finds it necessary to consider revisions to the zoning ordinance to include said use, to establish appropriate zoning districts in which the use may be located and to establish development requirements to accompany said use; and

**WHEREAS,** the City Council finds that the public health, safety, and general welfare will best be served by including the following definitions, placement restrictions, and development regulations for the protection of the citizens of the City;

**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 Zoning Ordinance Article 2 entitled, “Definitions”, is hereby amended as follows:

69a: Intermodal Shipping Container: A metal standardized re-sealable transportation box used for utilized freight handling with standardized equipment that are commonly referred to as a “sea container,” and that does not have a stamp of approval as an industrialized housing structure from the Texas Department of Licensing and Regulation.

**SECTION 2.** The City of Big Spring Zoning Ordinance, Article 7 “Special Applications,” Section 7-2 “Specific Use Permits,” subsection (c) specific use permits with term is hereby amended to add a subsection 72 to read as follows:

72. Intermodal Shipping Containers when used as living quarters shall be subject to the general provisions and development standards as follows:
- May only be located in approved areas within the Light Commercial (LC), Heavy Commercial (HC), and Light Industrial (LI) districts.
  - Prior to the submittal of a specific use permit application, applicants must schedule a pre-application conference with the planning and zoning city staff,
  - The Specific Use Permit application must be submitted along with the required fees, a metes and bounds property description, and a concept plan in a form acceptable to the City.
  - Written Notice of the public hearings required under Section 3-1 of the City of Big Spring Zoning Ordinance shall be sent to all owners of real property lying within 500 feet of the property to be considered for a specific use permit under this subsection. The applicant shall be required to pay as part of the application fee the postage necessary to notify property owners between 200 and 500 feet.
  - Separation from other uses/districts: A minimum of 500 feet of separation is required from the boundary of land zoned or used as A-2F and CA,
  - Density: Maximum density is 36 units per acre,
  - Setbacks: As required for the designated district

- Height: Containers (units) shall not be stacked.
- Lot Coverage: Maximum lot coverage (structures only) 45%,
- Parking: The concept plan must show location and dimensions of required paved parking, drive aisles, approved access from a public street, fire lanes and hydrants, if required. Minimum parking for this use is one space per bed.
- Landscaping: Landscaping shall be provided as indicated in Article 10 of the City of Big Spring Zoning Ordinance,
- Screening/Fencing: The property/development shall be fenced on a minimum of three (3) sides by a 6-foot solid fence constructed of masonry or wood.
- Inspections: Inspections for all units shall be made on site by City of Big Spring Inspectors and must meet all current City Building and Fire Codes. Containers must be placed on site with all plumbing, electrical and mechanical components exposed for inspection and be anchored to a permanent foundation as approved by the Building Official.
- Exterior Appearance: Units shall have a minimum of two exits as approved by the Fire Marshal pursuant to the current Fire Code adopted by the City of Big Spring.
- Property Clean-Up/Unit Removal: The developer and/or owner shall file with the Director of Finance an instrument approved by the City Attorney that guarantees the removal of any unit and property clean-up when the Specific Use Permit expires and is not renewed in accordance with this section. The guarantee shall be in the form of a surety bond, cash escrow or letter of credit in an amount determined by the City Council.

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

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

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

**SECTION 6.** That the City Secretary is hereby ordered and directed to cause the descriptive caption, as well as the penalties for violation of this ordinance to be published as provided by law.

**PASSED AND APPROVED** on first reading at a regular meeting of the City Council on the 13<sup>th</sup> day of August, 2013, with all members present voting “aye” for the passage of same.

**PASSED AND APPROVED** as amended on second reading at a regular meeting of the City Council on the 27<sup>rd</sup> day of August, 2013, with all members present voting “aye” for the passage of same.

\_\_\_\_\_  
Larry McLellan, Mayor

ATTEST:

\_\_\_\_\_  
Tami Davis, Asst. City Secretary

July 30, 2013

IN DUPLICATE

Mr. Johnny Womack  
 Public Works Director  
 City of Big Spring  
 310 Nolan Street  
 Big Spring, Texas 79720

Re: Municipal Solid Waste Landfill  
 East Cell Schedule, Scope, and Professional Fees

Dear Mr. Womack:

As requested, we have prepared a proposed scope, construction schedule, and opinion of cost for development of the East Cell at Big Spring's landfill. The East Cell will have a full Subtitle D liner system consisting of a geosynthetic clay liner, geomembrane liner, and leachate collection system. Additional construction items include mobilization, excavation, and embankment fill.

Our current Opinion of Probable Cost (OPC) is summarized below, including professional fees.

**East Cell Project Cost Summary:**

Project Grand Total.....	\$2,935,200
Construction Items Total.....	\$2,637,200
▪ Earthwork .....	\$1,298,500
▪ Liner System .....	\$1,338,700
Professional Fees – Engineering (Lump Sum) .....	\$151,000
▪ Basic Services.....	\$79,200
▪ Bid Phase Services .....	\$13,200
▪ Construction Phase Services.....	\$39,600
▪ Liner Evaluation Reports.....	\$19,500
Professional Fees – Construction (Reimbursable).....	\$146,500
▪ Cut/Fill Staking Survey .....	\$8,500
▪ Design Survey.....	\$12,000
▪ Construction Surveys .....	\$24,000
▪ Third Party QA/QC .....	\$77,000
▪ Construction Testing .....	\$25,000

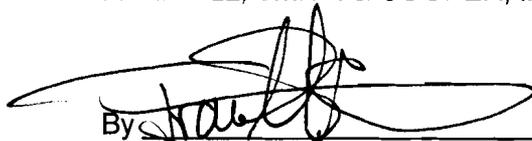
Based on our recent discussion, we understand that City staff will excavate material from the East Cell until on or before September 20, 2013. Once excavation has stopped, we will perform topographic design survey of the East Cell, complete our plans and specifications, and have the project ready to advertise no later than October 6, 2013. Bids are tentatively scheduled to be opened on October 30, 2013 approximately two weeks prior to the next scheduled council meeting.

Once the project is formally awarded by Council and contracts are fully executed, we estimate construction to take no more than 210-days or 7-months. With construction beginning in December 2013, the East Cell is projected to be completed no later than July 2014. For reference, based on our latest volume survey (December 2012), the West Cell is projected to be filled by March 2015. Once completed, the East Cell will add approximately 5.5-years to the life of the current landfill based on current rates.

If you have any questions, please feel free to call us at (806) 473-2200.

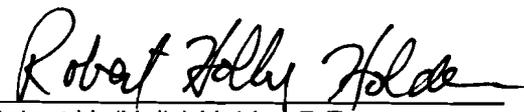
Sincerely,

PARKHILL, SMITH & COOPER, INC.

By   
Travis M. McCoy, P.E.  
Project Manager

PARKHILL, SMITH & COOPER, INC.

CITY OF BIG SPRING

By   
Robert H. (Holly) Holder, P.E.  
Sector Director – Public Works

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)  
(Title)

RHH/TMM/ff

**CLIENT:** City of Big Spring, Texas

**DATE:** July 31, 2013

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

**ARTICLE 1. SERVICES**

**1.1 INVOICING**

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

**1.2 SERVICES DURING CONSTRUCTION**

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

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

**1.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST**

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

**1.4 HAZARDOUS MATERIALS**

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

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

**1.5 ACCESSIBILITY**

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

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

**1.6 SERVICES BY CLIENT**

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

**1.7 OWNERSHIP OF DOCUMENTS**

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

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

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

#### 1.8 DELIVERY OF ELECTRONIC FILES

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

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

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

### ARTICLE 2. GENERAL PROVISIONS

#### 2.1 APPLICABLE LAW

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

#### 2.2 PRECEDENCE OF CONDITIONS

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

#### 2.3 ASSIGNMENT

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

#### 2.4 AMENDMENTS

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

#### 2.5 DELAYS

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

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

#### 2.6 INSURANCE

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

#### 2.7 MERGER: WAIVER: SURVIVAL

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

2.8 TERMINATION

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

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

2.9 CONSEQUENTIAL DAMAGES

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

2.10 THIRD-PARTY BENEFICIARIES

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

2.11 MAINTENANCE/WEAR AND TEAR

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

ARTICLE 3. ALLOCATION OF RISK, WARRANTY

3.1 WARRANTY; STANDARD OF CARE

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

3.2 DISPUTE RESOLUTION

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

3.3 BETTERMENT

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

\*\*\* END \*\*\*

PARKHILL, SMITH & COOPER, INC. (CONSULTANT)

By Robert Holly Holder  
Robert H. (Holly) Holder, P.E.  
Sector Director - Public Works

Date: 07/31/2013

CITY OF BIG SPRING, TEXAS

Accepted By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INTERLOCAL AGREEMENT BETWEEN  
HOWARD COUNTY AND THE CITY OF BIG SPRING  
FOR PURCHASE AND SALE OF SURPLUS PROPERTY**

This Interlocal Agreement for the purchase and sale of surplus property is by and between Howard County and the City of Big Spring in accordance with the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.

**WHEREAS** Howard County (hereinafter referred to as "County"), is a local governmental unit of the State of Texas; and

**WHEREAS** City of Big Spring (hereinafter referred to as "City") is a Texas home-rule municipality governed by six elected city council members and a mayor who have delegated authority to negotiate and agree to all terms and conditions of this Agreement to the City Manager or his designee; and

**WHEREAS** County and City are authorized and required by state and local law to serve the mutual and joint interests of their communities and citizens and from time to time perform numerous security and safety actions collaboratively when affecting real estate and facilities within their jurisdictions that result in improved public safety as well as substantial ongoing savings and avoidance of duplication of effort and resources; and

**WHEREAS**, from time to time the Parties wish to purchase from, sell to, or donate to each other various property and equipment, and have determined that such mutual exchanges would be beneficial to each entity and would benefit the citizens of their respective communities, therefore constituting a public purpose;

**NOW THEREFORE**, in consideration of the following mutual promises exchanged, terms and conditions, the Parties hereby agree as follows:

**1. Term.**

The term of this Interlocal Agreement shall be for one year beginning on \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_, 20\_\_. The Agreement shall automatically renew each year on the anniversary date unless either Party notifies the other Party in writing of its intent not to renew the Agreement. Either Party may terminate this Agreement by giving the other Party thirty days advance written notice of such termination.

**2. Agreement.**

The Parties agree to sell to and purchase from each other, any materials, equipment, or personal property of any nature that one Party wishes to sell and the other Party wishes to buy so long as such sale and purchase shall be to the mutual benefit of both Parties and if the transaction is a sale below fair market value that the transaction serves a public purpose.

**3. Bill of Sale.**

Each transaction covered under this Interlocal Agreement shall be represented by a Bill of Sale issued by the selling Party that describes the item to be sold and the price to be paid for such item. If any item is sold for less than its fair market value, the Bill of Sale must also describe the public purpose that will accrue to the citizens of the selling entity from the sale. Each Bill of Sale must be signed by the City Manager on behalf of the City and the County Judge on behalf of the County, or either of their designee authorized in writing to execute such documents. The Parties further agree to upon request of the other Party execute any documents required to complete a transaction under this Agreement.

**4. No Warranty/Release of Liability.**

Unless otherwise noted in writing and specified in the Bill of Sale, any property conveyed under this Agreement is conveyed "As Is" and with any and all faults. No warranties of any kind are implied in any transaction and the purchasing entity releases the other Party from any and all liabilities, claims or causes of action resulting from or in any way arising out of the receipt or use of such property. Each purchasing Party shall be responsible for determining to its own satisfaction if the property is suitable for its purposes. Any affirmation of fact or promise by the Seller to the Purchaser shall not be regarded as part of the transaction under this Agreement and shall not be deemed to create any express warranty that the property will conform to the affirmation or promise.

**5. Entire Agreement.**

This document constitutes the entire agreement between the Parties with respect to the subject hereof and supersedes any and all prior or contemporaneous agreements or understandings, whether written or oral. No verbal agreement or conversation with any officer, agent or employee of either party either before or after execution of this Interlocal Agreement shall affect or modify any of the terms or obligations contained herein.

**6. Severability.**

In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision. This Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

***Signature Pages Follow***

**IN WITNESS WHEREOF**, the parties have executed this agreement in duplicate originals.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2013.

HOWARD COUNTY

By: \_\_\_\_\_  
Mark Barr, County Judge

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

Executed this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF BIG SPRING, TEXAS

By: \_\_\_\_\_  
Larry McLellan, Mayor

ATTEST:

\_\_\_\_\_  
Tami Davis, Assistant City Secretary

**BILL OF SALE FOR USED PROPERTY**

For and in consideration of the receipt of \$ \_\_\_\_\_, and other value received, the sufficiency of which is hereby acknowledged, the \_\_\_\_\_, ("Seller" hereinafter) acting by and through its duly authorized representative, does by these presents sell and deliver unto \_\_\_\_\_ ("Buyer" hereinafter) acting by and through its duly authorized representative on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the items listed below pursuant to the terms and conditions contained in that certain Interlocal Agreement entered into between the Seller and Buyer on or about the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The property sold and delivered by this Bill of Sale consists of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (the "Property")

Seller warrants that at the time of this Bill of Sale that its transfer is lawful and that the Property is free from encumbrances by, through or under it.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SELLER:** \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name and Title

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_

**BUYER:** \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name and Title

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_

**BILL OF SALE FOR USED PROPERTY  
CONVEYED AT LESS THAN FAIR MARKET VALUE**

For and in consideration of the receipt of \$ \_\_\_\_\_, and other value received, the sufficiency of which is hereby acknowledged, \_\_\_\_\_, ("Seller" hereinafter) acting by and through its duly authorized representative, does by these presents sell and deliver unto \_\_\_\_\_ ("Buyer" hereinafter) acting by and through its duly authorized representative on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the items listed below pursuant to the terms and conditions contained in that certain Interlocal Agreement entered into between the Seller and Buyer on or about the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The property sold and delivered by this Bill of Sale consists of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-referenced property is being conveyed to Buyer at **less than fair market value** for the following public purpose: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Seller warrants that at the time of this Bill of Sale that its transfer is lawful and that the Property is free from encumbrances by, through or under it.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SELLER:** \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

**BUYER:** \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

## City of Big Spring Investment Report Quarter Ending June 30, 2013

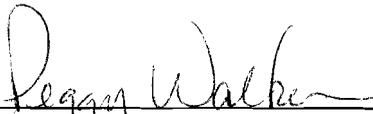
	<u>Market Value</u> 3/31/13	<u>Quarterly</u> Interest Income	<u>Net Additions/</u> <u>Decreases</u>	<u>Market Value</u> 6/30/13
<b><u>TexPool Funds</u></b>				
Utility Escrow	\$ -	\$ -	\$ -	\$ -
Airpark	496,368.26	95.32	-	496,463.58
Landfill Closure	2,252,652.89	432.75	-	2,253,085.64
Operating Account	1,730,212.56	332.43	-	1,730,544.99
Cemetery	350,848.79	67.41	-	350,916.20
Health Insurance	-	-	-	-
<b>Total TexPool</b>	<b>\$ 4,830,082.50</b>	<b>\$ 927.91</b>	<b>\$ -</b>	<b>\$ 4,831,010.41</b>
<b><u>TexSTAR Funds</u></b>				
Certificates of Obligation	\$ -	\$ -	\$ -	\$ -
Certificates of Obligation 2012	\$ 11,810,669.50	\$ 2,330.06	\$ -	\$ 11,812,999.56
<b>Total TexSTAR</b>	<b>\$ 11,810,669.50</b>	<b>\$ 2,330.06</b>	<b>\$ -</b>	<b>\$ 11,812,999.56</b>
<b>Total Funds in Pools</b>	<b>\$ 16,640,752.00</b>	<b>\$ 3,257.97</b>	<b>\$ -</b>	<b>\$ 16,644,009.97</b>

**City of Big Spring  
Investment Report  
Quarter Ending June 30, 2013**

	Value 3/31/13	Quarterly Interest Income	Net Additions/ Decreases	Value 6/30/13
<b>Western Bank-</b>				
Maturity 9/30/2013	\$ 100,930.87	\$ 114.52	\$ -	\$ 101,045.39
Maturity 9/30/2013	131,470.38	-	-	131,470.38
<b>Total Western Bank</b>	<b>\$ 232,401.25</b>	<b>\$ 114.52</b>	<b>\$ -</b>	<b>\$ 232,515.77</b>
<b>Lone Star State Bank</b>				
Maturity 9/30/2013	\$ 100,626.50	\$ 75.19	\$ -	\$ 100,701.69
Maturity 9/30/2013	131,304.80	165.18	-	131,469.98
<b>Total Lone Star Bank</b>	<b>\$ 231,931.30</b>	<b>\$ 240.37</b>	<b>\$ -</b>	<b>\$ 232,171.67</b>
<b>BBVA Compass</b>				
Money Market - 2521127867	\$ 5,511,805.25	\$ 2,084.17	\$ -	\$ 5,513,889.42
<b>Total BBVA Compass</b>	<b>\$ 5,511,805.25</b>	<b>\$ 2,084.17</b>	<b>\$ -</b>	<b>\$ 5,513,889.42</b>
<b>Total Investments</b>	<b>\$ 22,616,889.80</b>	<b>\$ 5,697.03</b>	<b>\$ -</b>	<b>\$ 22,622,586.83</b>

**City of Big Spring  
Monthly Interest Rates  
Quarter Ending June 30, 2013**

	<u>April</u>	<u>May</u>	<u>June</u>	<u>Average</u>
<b>TexPool Funds</b>	0.1000%	0.0700%	0.0600%	0.0774%
<b>TexSTAR Funds</b>	0.1038%	0.0723%	0.0614%	0.0810%
<b>Western Bank</b> 6 month CD				0.4500%
12 month CD				0.6500%
<b>Lone Star State Bank</b> 6 month CD				0.2997%
12 month CD				0.4991%
<b>BBVA Compass</b> Money Market				0.2000%

Prepared by:   
 Peggy Walker - Finance Director/Interim Asst. City Manager

  
 Todd Darden - City Manager

**Minutes of the Board of Director's Special Meeting  
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION  
Tuesday, April 30, 2013  
5:15 p.m.**

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

The Special Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:18 p.m. Tuesday, April 30, 2013 in the offices of the Big Spring Economic Development Corporation with Mr. DePauw, presiding. The following notice was sent on April 26, 2013 to all Directors, the news media, and duly posted on April 26, 2013, 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 Special Board Meeting on Tuesday, April 30, 2013 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: Executive Session, Action as a Result of Executive Session, Public Comment; Board Comment, and Adjourn".

**Directors Present:**

Mr. Jim DePauw  
Mr. Justin Myers  
Mr. Scott MacKenzie

**Directors Absent:**

Mrs. Frances Hobbs  
Dr. Keith Ledford

**Staff Present:**

Mr. Terry Wegman  
Mrs. Teresa Darden

**Guests:** Glen Carrigan, Tommy Duncan, Daniel Layton, Carl Beach, Michael Maltzoff, Chris Rozzell, David Miller, Nati Saldivar, Jim Little, John Porter, Jeff Vidal, Carmen Harbour, Marcus Fernandez

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

Mr. DePauw called the meeting to order at 5:18 p.m. Mr. DePauw led the invocation and pledge.

**AGENDA ITEM #2- Executive Session**

**Executive Session in accordance with Texas Government Code, Section 551.087 (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1). also; Section 551.072 a governmental body may conduct a closed meeting to deliberate the purchase,**

exchange, lease, or value of real property if deliberation in an open meeting would have detrimental effect on the position of the governmental body in negotiations with a third party.

- **Business Development Plan presentation by Express Midstream for potential lease of the BSEDC property**

Mr. DePauw adjourned the Board of Directors into Executive Session @ 5:19p.m. April 30, 2013.

**AGENDA ITEM #3- Action as a Result of Executive Session**

Mr. DePauw reconvened the Board of Directors into open session @ 8:03 p.m. April 30, 2013. Action as a result include: None

**AGENDA ITEM #4- Public Comments**

None

**AGENDA ITEM # 5- Board Comments**

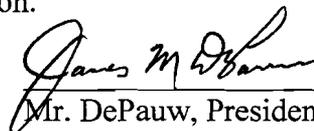
None

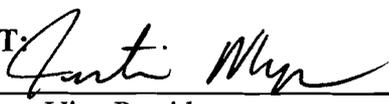
**AGENDA ITEM # 6- Adjourn**

Mr. DePauw asked for a motion to adjourn.

Motion by Mr. MacKenzie seconded by Mr. Myers. The motion passed 3 to 0 with all members present voting "aye" in favor of the motion.

Meeting adjourned at 8:05 pm on April 30, 2013

  
Mr. DePauw, President

ATTEST:   
Mr. Myers, Vice President

**Minutes of the Board of Director's Regular Meeting**  
**BIG SPRING ECONOMIC DEVELOPMENT CORPORATION**  
**Tuesday, June 18, 2013 5:15 p.m.**  
**Offices of the Big Spring Economic Development Corporation**  
**215 West Third Street, Big Spring, Texas**

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Tuesday, June 18, 2013 in the offices of the Big Spring Economic Development Corporation with Mr. DePauw, presiding. The following notice was sent on June 14, 2013 to all Directors, the news media, and duly posted on June 14, 2013, by Teresa Darden in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the inside and outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday, June 18, 2013 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 May 21, 2013 Regular Meeting and May 28, 2013 Special Meeting, Action on May Financials, Action on May Investment Reports, Directors Report, Public Comment; Board Comment, and Adjourn".

**Directors Present:**

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

**Directors Absent:**

**Staff Present:**

Mr. Terry Wegman  
Mrs. Teresa Darden

**Guests:**

None

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

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

**ACTION ITEM #2- Action on Minutes of the May 21,2013 Regular Board Meeting and May 28, 2013 Special Meeting:**

Mr. DePauw presented the minutes of the May 21, 2013 Regular Meeting and May 28, 2013 Special Meeting. Motion to accept the minutes were made by Mr. MacKenzie, seconded by Mrs. Hobbs. The motion passed 3 to 0 with Dr. Ledford abstaining due to absence of meeting.

**ACTION ITEM #3- Action on May Financials Report:**

Mr. McKenzie presented the May Financial report. Motion to approve the May Financial Report was made by Dr. Ledford seconded by Mrs. Hobbs. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion. Mr. Myers arrived at 5:20pm

**ACTION ITEM #4- Action on May Investment Report:**

Mr. McKenzie presented the May Investment report. Motion to approve the May Investment Report was made by Mrs. Hobbs seconded by Mr. Myers. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

**AGENDA ITEM #5- Directors Report**

Mr. Wegman gave an update on various projects including an update on the CBRE progress. The draft lease is 80% complete, appraisal/feasibility study (market study) will be finished in the next 30 days, RFQs are being developed by the City for economic development plans (strategic/master plan) and will be send out soon, 90 day plan is laid out and has been submitted. THS did not receive the grant in order to extend the rail to the tarmac so Mr. Wegman mentioned that EDC may be able to help. Mr. Wegman will be meeting with a plastics related company next week that is looking at the Innoteck building. This company would employ an estimated 40 workers with \$1million payroll. Mr. Wegman also let the Board know of past and upcoming meetings. The Cline Shale Consortium inaugural meeting was held May 23 in Abilene to discuss with Dr. Thomas Tunstall with UTSA an economic impact study. Mr. Wegman along with Dr. Sparks will be attending a Cline Shale Consortium meeting next week. TEDC Mid-Year Conference was in Frisco on June 6-7 with many great speakers including the President of Capital One Financial Services; a gentleman addressed the space industry and an update on the new Sites on Texas software. Permian Basin Coalition will be holding a meeting in Midland to discuss a Permian Basin impact study on June 21. This study is to be funded by corporate contribution to be performed by Texas Tech. Big Spring EDC will be hosting the Permian Basin Coalition on June 27 at DRCC. The Cline Shale Alliance will hold a luncheon on July 12 in Snyder. Next regular Board meeting will be July 16. Big Spring EDC will be hosting the High Ground Regional Roundtable on July 24<sup>th</sup>. Mr. Wegman also informed the Board that phone calls and meetings continue with developers wanting to do housing, man camps, apartments, hotels etc.

**AGENDA ITEM #6- Public Comments**

None

**AGENDA ITEM # 7- Board Comments**

Mr. Myers mentioned the Texas Bankers Association held a meeting at the Settles Hotel which made a great impression on the participants in the West Texas region.

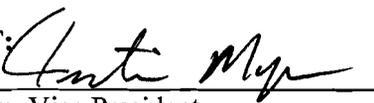
**AGENDA ITEM # 8- Adjourn**

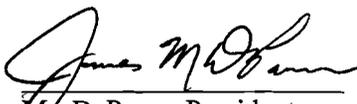
Mr. DePauw asked for a motion to adjourn.

Motion by Dr. Ledford seconded by Mr. MacKenzie. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

Meeting adjourned at 5:59 pm on June 18, 2013

ATTEST:

  
Mr. Myers, Vice President

  
Mr. DePauw, President