



CITY COUNCIL AGENDA

Tuesday, October 27, 2015

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, October 27, 2015, at 5:30 p.m. in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

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!

The City of Big Spring Council reserves the right to consider business out of the posted order, and at any time during the meeting, reserves the right to adjourn into executive session on any of the above posted agenda items which are not listed as executive session items and which qualify to be discussed in closed session under Chapter 551 or the Texas Government Code.

Open Session

1. Call to Order Myers
2. Invocation and Pledge of Allegiance to the United States Flag and to the Texas State Flag Myers

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

Announcements and Public Hearings

Public Hearing Comments – The Council will take public input on public hearing items **prior** to any Action. Each member of the public should make remarks **from the podium and begin by stating his/her name**. Citizens will be limited to **three minutes**, unless waived by the Mayor for **all speakers**. No individual will be allowed to speak more than once, until every citizen wishing to comment has done so.

Announcement

3. Proclamation Declaring October, 2015 as “Community Planning Month” 4 McLellan

Disposition of Minutes

- | | | | |
|----|--|-----|-------|
| 4. | Approval of the Minutes of the Regular Meeting of October 13, 2015 | 5-8 | Davis |
|----|--|-----|-------|

Consent Items

- | | | | |
|----|---|-------|--------|
| 5. | Final Reading of a Resolution Declaring the Official Intent of the City to be Reimbursed for Certain Capital Expenditures from Proceeds of a Lease Purchase Agreement | 9-10 | Moore |
| 6. | Final Reading of a Resolution Designating Nominees for the Position of Director on the Howard County Joint Tax Appraisal District Board of Directors for the Year 2016 and 2017 | 11-13 | Darden |

Bids

- | | | | |
|----|--|-------|--------|
| 7. | Request Permission to Advertise for Bids for the Demolition of Sub-Standard Housing | 14 | Womack |
| 8. | Award Bid for SCADA Improvement Project Upgrades and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 15-16 | Womack |
| 9. | Award Bid for Financial Advisor to SAMCO and Authorize the City Manager to Negotiate and Execute Any Necessary Documents | 17-42 | Moore |

Routine Business

- | | | | |
|-----|-----------------------|-----------------|---------|
| 10. | Vouchers for 10/15/15 | \$ 819,927.09 | Marquez |
| | Vouchers for 10/22/15 | \$ 1,192,243.85 | |

New Business

- | | | |
|-----|---|---------------------|
| 11. | Presentation by CGG Land, Inc. to Conduct a Seismic Survey in the City of Big Spring and Any Action in Connection to Same | John
Gordon, Jr. |
| 12. | Presentation of Annual Delinquent Tax Report for July, 2014 through June, 2015 and Any Action in Connection to Same | Dew
Mouton |
| 13. | Permission to Negotiate an Agreement with KDC Associates for Professional Services for the Spring Project and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | Wegman |
| 14. | Approval of Agreements with Wells Fargo for CD Account, Safekeeping and Online Access and Authorizing the City Secretary/Finance Director to Execute Any Necessary Documents | Moore |

- | | | | |
|-----|--|-------|---------|
| 15. | Approval of a Moss Creek Lake Operation Agreement Between Steve Salinas and the City of Big Spring and Authorizing the City Manager to Execute Any Necessary Documents | 43-49 | Womack |
| 15. | Approval of a 90 Day Extension of the Current Meet and Confer Agreement with the Big Spring Professional Firefighters Association and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | | Edwards |

City Manager's Report

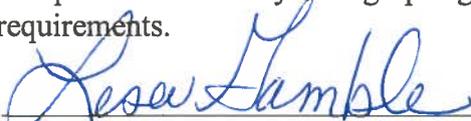
- | | | |
|-----|---|--------|
| 16. | Community Interest Items or Events
City Council Dates During Holidays – November 10 th and December 8 th | Darden |
|-----|---|--------|

Council Input

- | | | |
|-----|---------|-------|
| 17. | Input | Myers |
| 18. | Adjourn | Myers |

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. Given by order of the City Council and Posted on Friday, October 23, 2015 at 4:00 p.m. in accordance with Title 5, Texas Government Code, Chapter 551.

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

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



PROCLAMATION

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, townships and rural areas; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and

WHEREAS, The American Planning Association and its professional institute, the American institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions that sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of planning and zoning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Big Spring; and

WHEREAS, we recognize the valuable contributions made by professional community and regional planners and extend our heartfelt thanks for the continued commitment to public services by these professionals;

NOW THEREFORE, I, Larry McLellan, Mayor of the City of Big Spring, Texas, do hereby proclaim October 2015 as:

“COMMUNITY PLANNING MONTH”

in conjunction with the celebration of National Community Planning Month.



GIVEN UNDER MY HAND
and seal of the City of Big Spring,
this 27th day of October, 2015

Larry McLellan, Mayor

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., October 13, 2015, with the following members present:

JUSTIN MYERS	Mayor Pro Tem
RAUL MARQUEZ	Councilmember
CARMEN HARBOUR	Councilmember
STEVE WAGGONER	Councilmember
RAUL BENAVIDES	Councilmember
JIM DEPAUW	Councilmember

(Mayor McLellan was not present at this meeting.)

Same and constituting a quorum; and

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

INVOCATION & PLEDGE OF ALLEGIANCE

Ken McMeans, College Baptist Church, gave the invocation and Mayor Pro Tem Myers led the Pledge of Allegiance to the American and Texas Flags.

DISPOSITION OF MINUTES

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF SEPTEMBER 21, 2015

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

CONSENT ITEMS

ACCEPTANCE OF THE HOWARD COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS BOARD MINUTES FOR THE MEETING OF AUGUST 5, 2015

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

BIDS

PERMISSION TO ADVERTISE FOR BIDS FOR LEASE PURCHASE FINANCING FOR VARIOUS EQUIPMENT

Motion was made by Councilmember Benavides, seconded by Councilmember Harbour, with all members of the Council voting "aye" approving staff to advertise for bids for lease purchase financing for various equipment.

ROUTINE BUSINESS

Councilmember DePauw reviewed the vouchers in the amount of \$256,250.81 (9/24/15), \$1,101,329.87 (10/01/15) and \$14,227.23 (10/08/15). Motion was made by Councilmember DePauw, seconded by Councilmember Waggoner, with all members of the Council voting "aye" approving the above listed vouchers.

NEW BUSINESS

ACCEPTANCE OF THE MCMAHON-WRINKLE AIRPORT DEVELOPMENT BOARD MINUTES FOR THE MEETING OF AUGUST 20, 2015

Motion was made by Councilmember Marquez, seconded by Councilmember Benavides, with all members of the Council voting "aye" approving the above listed minutes with one correction.

FIRST READING OF A RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY TO BE REIMBURSED FOR CERTAIN CAPITAL EXPENDITURES FROM PROCEEDS OF A LEASE PURCHASE AGREEMENT

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

FIRST READING OF A RESOLUTION DESIGNATING NOMINEES FOR THE POSITION OF DIRECTOR ON THE HOWARD COUNTY JOINT TAX APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE YEAR 2016 AND 2017

Motion was made by Councilmember Benavides, seconded by Councilmember DePauw, with all members of the Council voting "aye" approving the above captioned resolution and nominating

Tim Blackshear for the position of Director on the Howard County Joint Tax Appraisal District Board of Directors for the year 2016 and 2017.

CONSIDERATION OF THE HOWARD COUNTY APPRAISAL DISTRICT BUDGET

Motion was made by Councilmember Waggoner, seconded by Councilmember Benavides, with Councilmembers Marquez, Myers, Benavides, Waggoner and DePauw voting "aye" approving the above captioned budget. Councilmember Harbour, being opposed, voting "nay" for passage of same. Motion passed five to one.

CONSIDERATION OF THE INVESTMENT REPORT FOR THE QUARTER ENDING JUNE 30, 2015

Motion was made by Councilmember DePauw, seconded by Councilmember Harbour, with all members of the Council voting "aye" approving the above captioned report.

CONSIDERATION OF AN AGREEMENT WITH CIVICPLUS FOR A BRANDING PACKAGE AND AUTHORIZING THE MAYOR PRO TEM OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

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

CITY MANAGER'S REPORT

Todd Darden announced that the City Employees Annual Awards and Appreciation Picnic will be on October 16, 2015 and invited the Council to attend.

COUNCIL INPUT

Mayor Pro Tem Myers reported several complaints about trash and weeds at the Comanche Trail Golf Course and that the problem would be taken care of as soon as possible.

Councilmember Harbour apologized for missing several meetings.

EXECUTIVE SESSION

ADJOURN INTO EXECUTIVE SESSION UNDER THE TEXAS GOVERNMENT CODE SECTION 551.071 REGARDING AIRPARK LEASE WITH DESERT TANKS, LLC AT 6:05 P.M.

RECONVENE IN OPEN SESSION AND TAKE ANY NECESSARY ACTION AND AUTHORIZING THE MAYOR PRO TEM OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS AT 6:42 P.M.

Motion was made by Councilmember Waggoner, seconded by Councilmember Benavides, with all members of the Council voting “aye” agreeing **not** to accept the agreement with Desert Tanks, LLC.

ADJOURN

Mayor Pro Tem Myers adjourned the meeting at 6:43 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, DECLARING THE OFFICIAL INTENT OF THE CITY OF BIG SPRING (LESSEE) TO BE REIMBURSED FOR CERTAIN CAPITAL EXPENDITURES FROM PROCEEDS OF A LEASE PURCHASE AGREEMENT AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Lessee intends to build, construct or purchase vehicles and equipment or renovate certain facilities as more particularly described below (the Project);

WHEREAS, Lessee expects to pay certain capital expenditures in connection with the Project prior to its receipt of Lease Proceeds for such expenditures;

WHEREAS, Lessee reasonably expects it will make expenditures with respect to the Project in an amount not reasonably expected to exceed \$1,338,289.00 for which the Lessee may (or expects to) enter into a Lease Purchase Agreement with a Leasing Corporation; and

WHEREAS, Treasury Department and Internal Revenue Service Regulations do not allow the proceeds of a tax exempt borrowing to be spent on working capital;

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

SECTION 1. The City Council of the City of Big Spring finds and determines that the foregoing recitals are true and correct.

SECTION 2. This Resolution is adopted by the City Council of the City of Big Spring solely for the purpose of establishing compliance with the requirements of Section 1.150.2 Treasury Regulations. This Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the Project.

SECTION 3. The City Council expects the Lessee will pay certain capital expenditures in connection with the Project prior to the receipt of lease proceeds from the Project.

SECTION 4. The City Council hereby declares the Lessee's official intent to use proceeds of a Lease Agreement to reimburse itself for future Project expenditures.

SECTION 5. Description of Project: Trimble GEO 7X Handheld H-Sta GPS (1); Police Cars (5); Breathing Air Compressor (1); Dump Trucks (3); Air Street Sweeper (1); Road Broom (1); One-Ton Pickup (1); Gator (1); ½ Ton Pickup (3); Golf Carts (15); Greens Mower (1); Roller Reels (3); Toro Workman (1); Utility Crew Truck (2); Box-Style Ambulance (1); Zoll EKG Monitors (2); ¾ Ton Pickup (1); Sports Utility Vehicle (1); Jeep Grand Cherokee (1).

SECTION 6. This Resolution shall take effect immediately from and after its passage upon two readings in accordance with the provisions of the Charter of the City of Big Spring.

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

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

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, DESIGNATING THE FOLLOWING AS NOMINEES FOR THE POSITION OF DIRECTOR ON THE HOWARD COUNTY JOINT TAX APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE YEAR 2016 AND 2017

WHEREAS, the City Council of the City of Big Spring is a taxing unit entitled to vote in the election of the Howard County Appraisal District Board of Directors, and therefore entitled to nominate candidates for election thereto pursuant to Tex. Tax Property Code §6.03;

WHEREAS, five (5) directors serving two-year terms beginning January 1st of even-number years are appointed by the taxing units participating in the district; and

WHEREAS, a member of the governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships;

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

SECTION 1. The City Council of the City of Big Spring does hereby nominate the following person(s) as candidate(s) for the Howard County Joint Tax Appraisal District Board of Directors for the year 2016 and 2017:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | |

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

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

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

HOWARD COUNTY APPRAISAL DISTRICT

Board of Directors:
Donnie Baker, Chairman
Tim Blackshear
Kathy Sayles

Jimmy Miller
Donnie Reid
Diane Carter, TAC

315 South Main
PO Box 1151
Big Spring, TX 79720-1151
Ronny Babcock, Chief Appraiser

Phone 432-263-8301
Fax: 432-263-8303

September 30, 2015

City of Big Spring
c/o Todd Darden
310 Nolan
Big Spring, TX 79720

Dear Mr. Darden

In accordance with Section 6.03(e) of the Texas Property Tax Code this is to notify you of the voting power (number of votes) that the City of Big Spring will have in the election of 5 members of the Board of Directors for the Howard County Appraisal District. You will find enclosed a copy of the calculation of the votes, along with a blank resolution.

The City of Big Spring will have a total of 402.47 votes to cast in the election of the Board. This is 8.05 percent of the total number of 5000 votes.

Your nomination for up to five directors is to be sent to me in the form of a written resolution containing the names and addresses of the nominees. The resolution must be in my office by October 30, 2015. I will then prepare and deliver the ballot as directed by Section 6.03(j) of the Texas Property Tax Code. You will then have until December 15, 2015 to submit the completed ballot and resolution to me for counting. I will notify all parties by December 31, 2015 of the results of the election.

Thank you for your assistance and if you have any questions please do not hesitate to contact me.

Sincerely,

Ronny Babcock, RPA, RTA/C
Chief Appraiser
Howard County Appraisal District

2015 CALCULATION OF VOTES FOR 2016/2017
 TERM FOR BOARD OF DIRECTORS
 September 30,2015

2014 TAX LEVIES

Howard County	\$ 12,129,882.21
Howard College	7,119,385.64
City of Big Spring	6,252,258.22
City of Coahoma	142,967.82
City of Forsan	29,109.47
Big Spring ISD	25,000,356.77
Borden ISD	191,806.82
Coahoma ISD	6,536,724.23
Forsan ISD	11,152,570.09
Sands ISD	7,763,182.85
Stanton ISD	1,355,878.85
TOTAL	\$ 77,674,122.97

VOTE CALCULATIONS

	<u>VOTES</u>	<u>PERCENTAGE</u>
Howard County	780.82	15.62%
Howard College	458.29	9.17%
City of Big Spring	402.47	8.05%
City of Coahoma	9.20	0.18%
City of Forsan	1.87	0.04%
Big Spring ISD	1,609.31	32.19%
Borden ISD	12.35	0.25%
Coahoma ISD	420.78	8.42%
Forsan ISD	717.91	14.36%
Sands ISD	499.73	9.99%
Stanton ISD	87.28	1.75%
TOTAL VOTES	5,000	100%



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

FROM: JOHNNY WOMACK, PUBLIC WORKS DIRECTOR

SUBJECT: REQUEST TO GO TO BID

DATE: OCTOBER 22, 2015

The Public Works Department, Code Enforcement Division, respectfully requests permission from the Council to go out for bids. The purpose of this request is for the demolition of sub-standard housing.



CITY OF
Big Spring
MEMORANDUM

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

FROM: JOHNNY WOMACK, PUBLIC WORKS DIRECTOR 

SUBJECT: AWARD BID FOR SCADA IMPROVEMENTS

DATE: OCTOBER 20, 2015

The City of Big Spring received three (3) submissions for services to be provided for the upgrades of the SCADA project. We received proposals from:

Prime Controls
Trac-n-trol, Inc.
Richardson Logic Control, LLC

Recommendation: The staff recommends that the submittal for the services as pertaining to the proposal including add alternative A-1 and A-2, be awarded to Trac-n-trol, Inc. Total of this bid is: \$264,720.00.

#16-010

BID SUMMARY
CITY OF BIG SPRING
SCADA IMPROVEMENTS
BID DATE: OCTOBER 20, 2015 2:00 P.M.
ENGINEER: JACOB & MARTIN, LLC, ABILENE, TEXAS

	CONTRACTOR	BASE BID	A1-ADDITIVE ALTERNATE BID	A2-ADDITIVE ALTERNATE BID	DEDUCTIBLE ALTERNATE BID
1	Prime Controls	318,206. ⁰⁰	4,998-	9,986-	-19,800-
2	Trac-n-trol, Inc.	241,030. ⁰⁰	9,750-	13,940. ⁰⁰	-0-
3	Sivalls, Inc.	-	-	-	-
4	Richardson Logic Control, LLC	493,330-	2,975	3,245	-0-
5					
6					
7					
8					

Memo to Council

10/1/2015

Prepared by Donald Moore – Finance Director

SAMCO is the only bidder which attempted to follow the example asked for in the RFP. The oral interview was good, but not as strong as Frost or RBC Capital. Their price is the least, \$9,000 less for a \$30 million bond issue, but \$9,000 is a small cost in the total bond issue cost, and a poor representation of a financial advisor could cost the city many times than the fee savings. SAMCO is the recommendation by staff, because of their strong proposal presented in a clear and transparent way.

RBC Capital had a good proposal, not quite as transparent as SAMCO, but still one of the better ones. The two men involved with the oral interview were willing and responsive to explain and provide documentation to their assertions.

Frost had the best oral interview done by a very knowledgeable person. Unfortunately their written proposal wasn't as good and lacked things requested in the RFP.

The staff recommends the City negotiated with SAMCO for financial advisor and continuing disclosure bond issue services.

Financial Advisor RFP

	Written Presentation	Cost of Services \$5 M	Cost of Services \$10 M	Cost of Services \$30 M
Possible Points	25			
RBC Capital	22	\$ 35,125	\$ 43,875	\$ 57,625
SAMCO	23	\$ 23,250	\$ 28,250	\$ 40,750
Frost	21	\$ 37,000	\$ 42,500	\$ 56,000
Estrada - Hinojosa	20	\$ 34,750	\$ 44,750	\$ 69,750
First S.W.	21	\$ 21,000	\$ 29,750	\$ 49,750
				\$ 9,000

Cost of Services Points	Oral Interview	Compleat & Response	Personal Knowledge of City	Total
20	15	10	5	75
17	14	8	4	65
20	13	9	4	69
18	15	7	4	65
16		6	4	46
19		6	5	51



City of Big Spring RFP 15-017 Financial Advisory Services

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL #15-017

**Financial Advisory Services
Commodity Code: 946-48**



DUE DATE: July 20, 2015 - 2:00 p.m.

CITY OF BIG SPRING, TEXAS
310 Nolan St.
Big Spring, TX 79720
432-264-2517
www.mybigspring.com



COVER SHEET

INDEX

SECTION I	NOTICE TO OFFERORS
SECTION II	GENERAL TERMS & CONDITIONS
SECTION III	QUALIFICATIONS / COMPANY OVERVIEW / OPERATIONAL INFORMATION
SECTION IV	PROPOSAL CONTENT & EVALUATION CRITERIA
SECTION V	SPECIFICATIONS
SECTION VI	RFP FORM/PRICING
SECTION VII	EXHIBITS:
	1. BID ENDORSEMENT
	2. INSURANCE REQUIREMENTS
	3. CONFLICT OF INTEREST
	4. BIDDERS QUALIFICATION STATEMENT
	5. NO BID RESPONSE
	6. SUPPLEMENTAL INFORMATION



**SECTION I
NOTICE TO OFFERORS**

Introduction:

The City of Big Spring, Texas is requesting financial advisor services for future bond issues and annual continuing disclosure.

Preparation and Submittal Instructions

Official submittal of the proposal shall consist of one (1) original proposal clearly marked "Original", two (2) paper copies of the proposal enclosed in a sealed envelope sent to the City of Big Spring, Human Resources Department.

Sealed proposals are to be submitted to:

City of Big Spring
Human Resources Department
310 Nolan St
Big Spring, TX
79720

Or

sealedbids@mybigspring.com

If proposals are physically sent they should be in either an envelope or a sealed box and labeled with the Proposal number and name. Physical proposals must be received and time stamped in the Human Resources Department no later than the date and time listed. E-mailed proposals will be on a secure server and will not be opened until due date and time. Proposals will not be read in public; only the company names of those responses received will be read at City of Big Spring Council Chambers, 307 E. 4th St., Big Spring, Texas, 79720.

The submitted proposal must be received by the Human Resources' Office prior to the time and date specified. The mere fact that the proposal was dispatched will not be considered. The respondent must insure that the proposal is actually delivered. **Late proposals will not be considered.**

Until award of contract is made, per section 252.049(b) of the Texas Local Government Code, there will be no disclosure of contents to competing offerors. All proposals will be kept confidential during the negotiation process. Except for the trade secrets and confidential information, which the respondent identifies as proprietary, all proposals will be open for public inspection after the contract is awarded.

Respondents may withdraw their proposal at any time prior to the time specified as the closing time for acceptance of proposals.



REQUEST FOR PROPOSAL

City of Big Spring RFP 15-017 Financial Advisory Services

NO LATE OFFERS WILL BE ACCEPTED FACSIMILE PROPOSALS WILL NOT BE ACCEPTED

All cost directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of and shall be borne by the respondent.

During proposal development, respondents' questions regarding the RFP or the process should be directed to Donald Moore, Finance Director, 310 Nolan St, Big Spring, Texas 79720 or via email at dmoore@mybigspring.com.

The City of Big Spring requests that respondents to the Request for Proposal not contact the City Staff and or any member of the City Council or the Mayor during the proposal process and evaluation phase.

Proposal Information

All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the bid shall be submitted in writing. Any addenda will be issued no later than three (3) calendar days prior to the deadline for submission of offers.

Costs for developing/producing proposal response and possible subsequent interview or presentation are entirely the obligation of the proposer and shall not be chargeable in any manner to the City of Big Spring.

All proposals will be reviewed and evaluated by City staff. The City reserves the right to evaluate each proposal on a separate and individual basis, to invite selected firms to make personal presentations to staff. The City further reserves the right to reject any and all proposals submitted, or accept a proposal deemed most advantageous to the City.

Confidential or Proprietary Information

If a proposer believes that parts of an offer are confidential, then the proposer must so specify. The proposer must stamp in bold letters the term **CONFIDENTIAL** on that part of the offer which the proposer believes to be confidential. The proposer must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proposer believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Big Spring will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

ADDENDUMS/AMENDMENTS



REQUEST FOR PROPOSAL

City of Big Spring RFP 15-017 Financial Advisory Services

Any interpretations, corrections and/or changes to a bid solicitation or extensions to the opening date will be made by addenda to the respective document when necessary. An addendum will be published and distributed by email to all that are known to have received a copy of the bid and related specifications. However, it shall be the sole responsibility of the Proposer to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to insure Proposer's receipt of any addenda issued. No addenda will be issued 3 days prior to bid opening. The last day for questions will be **on July 7, 2015 at 2:00 PM. The last day for addenda will be on July 14, 2015 at 3:00 PM.** Any addenda issued within 3 working days of the bid opening will automatically delay the bid opening by one week. Proposers will be notified of the new bid opening time and date as determined by the City of Big Spring Purchasing Department.

The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed proposal submittal.

Consideration of Proposal

The City reserves the right to accept or reject any or all proposals, to waive any and all informalities and technicalities, and to accept the offer considered to be in the best interest of the City of Big Spring.

The City also reserves the right to reject the proposal of any respondent who previously failed to perform properly or complete on time, agreements of similar nature, or to reject the proposal from any respondent who is not in a position to perform specified requirements contained therein.

Award

The City of Big Spring intends to make an award using the evaluation criteria and other factors as indicated in this solicitation.

Contract Administration

The City of Big Spring Finance Department together with the Purchasing Department shall be responsible for administration of this purchase for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

Substantive Proposals

The respondent shall certify (a) that his bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that he has not solicited or induced any other person, firm, or corporation from proposing; and (d) that he has not sought by collusion to obtain for himself any advantage over other respondents or over the City of Big Spring.

The City of Big Spring may make such investigations as it deems necessary to determine the ability of the Proposer to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for this purpose.



Definitions

- Proposer refers to submitter.
- Vendor refers to Successful Proposer or Contractor
- Submittal refers to those documents required to be submitted to the City of Big Spring, by a Proposer.

Inquiries

Questions about this RFP shall be in writing and directed to Donald Moore at the following address. Questions resulting in changes to this solicitation will be provided in the form of an amendment to the solicitation.

Donald Moore
City Secretary and Finance Director
310 Nolan St.
City of Big Spring, Texas 79720
dmoore@mybigspring.com

Schedule of Events

The upcoming schedule of events is tentatively scheduled as follows:

Advertise Requirement	June 14 th , 21 st , and 28 th , 2015
Issue Request for Proposal	June 12, 2015
Questions Due	July 7, 2015 at 2:00 PM
Addendum	Jul 14, 2015 at 3:00 PM
Proposal Submittal Due Date	July 20, 2015 at 2:00 PM

**SECTION II
TERMS AND CONDITIONS
(As applicable)**



REQUEST FOR PROPOSAL

City of Big Spring RFP 15-017 Financial Advisory Services

1. The City of Big Spring will accept **SEALED PROPOSALS** Monday through Friday, 8 a.m. to 5 p.m., or any hour via sealedbids@mybigspring.com. Proposals must be received by the Human Resources Department by the specified hour and date of the opening. At that time, proposals shall be opened and names publicly read at the City of Big Spring Council Chambers, 307 E. 4th St., Big Spring, TX, 79720.
2. All sealed offers should be submitted on the original forms provided. Each proposal must be sealed and should be placed in a properly identified envelope with RFP number, time and date of RFP opening.
3. Late proposals will be UNOPENED. Late proposals will not be considered under any circumstances.
4. Proposals CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by offeror or his authorized agent. No proposal may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Big Spring reserves the right to revise or amend the specifications prior to date set for opening proposals. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective offerors. If offeror demonstrates just reason for a change, the City of Big Spring must have at least five working days notice prior to bid opening date.
6. **Should offeror find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, offeror should at once notify the Purchasing Department and obtain clarification prior to submitting a proposal.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs.
8. Proposals shall be valid for ninety (90) days from opening date.
9. The City of Big Spring is exempt from taxes. **DO NOT INCLUDE TAX IN PROPOSAL.**
10. The City of Big Spring reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Offeror **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT**. Authorized signature should appear on each page of the proposal in the space provided.
12. Any catalog, brand name or manufacturer's reference used in proposal invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing on other than reference specifications, offeror must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the proposal. If offeror takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items proposed shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in RFP. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your proposal **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify proposal.
14. NO substitutions or cancellations permitted without written approval of the City of Big Spring.
15. All offerors **must meet or exceed the minimum specifications** to be considered as a valid proposal. The City of Big Spring reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to the offeror who provides goods or services at the best value for the City of Big Spring.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie proposal. Unrealistically short or long delivery promises may cause proposal to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Big Spring and/or investigation for Anti-Trust violations.
18. If a proposal contains proprietary information, the offerors must declare such information as proprietary if Offeror does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Big Spring from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Big Spring, Texas, 310 Nolan St., Big Spring, TX 79720; Attn: Accounts Payable.
21. The City of Big Spring shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Big Spring shall constitute all items bid being received and in good working order to the City of Big Spring's satisfaction.

PRICE REVISION CLAUSE – ANNUAL CONTRACTS

The City of Big Spring desires firm prices for the full contract period. It is recognized by the City of Big Spring that qualified vendors may face unforeseen price changes from manufacturers. Unit price changes due to increases or decreases from the manufacturer will be considered "pass-on"



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costs. "Pass-on" increases must be verified in writing by manufacturer and will be considered during the term of the contract. NOTE: THE CITY OF BIG SPRING MUST HAVE THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO ANY INCREASE OF EXISTING PRICES.

INCREASES

Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the manufacturer. It will ordinarily be the policy of the City of Big Spring to accept manufacturer price increases, when the amount of such increases is reasonable. However, the City of Big Spring reserves the right to obtain a different source or sources to such item or items which have been increased in price.

DECREASES

If a vendor does take advantage of this "Price Revision Clause", the City of Big Spring will expect any decreases in cost from the manufacturer during the term of the contract to lower the city's price for such item or items.

**SECTION III
QUALIFICATION/COMPANY OVERVIEW/OPERATIONAL INFORMATION**



PROPOSAL

City of Big Spring RFP 15-017 Financial Advisory Services

Firm Background/Bidder Qualification/Personnel

Each respondent to this proposal shall be capable of meeting the following minimum requirements:

- Describe the organization, date founded, and size of firm, location of home office and location of the site from which your staff will be working with the City.
- Provide details on the qualifications of the firm, including documentation of the firm's experience with similar work, experience with major rating agencies, financial institutions and investors during the past five (5) years.
- Provide a description of the firm's access to sources of current market information to assist in pricing of negotiated sales and information to assist the City in planning and executing competitive sales.
- Describe the firm's financial advisory experience necessary to assist the City with either competitive or negotiated sales, include knowledge in understanding the City's financial situation, including ideas on how the City should approach financing issues such as bond structures, credit rating strategies and investor marketing strategies.
- List the most significant agreements (maximum of five) performed in the last three (3) years that are similar to the services described in this request for proposal.
- Provide audited financial statements for the past three (3) years.
- Describe and submit samples of the reports that would be provided and their frequency. Include the methods and formulas used to calculate yield and performance.
- Provide disclosure of any finder's fees, fee splitting, payments to consultants, or other contractual arrangements of the firm that could present a real or perceived conflict of interest.
- Provide disclosure of any pending investigation of the firm or enforcement or disciplinary actions taken within the past five years by the SEC or other regulatory bodies.
- Explain changes that have occurred within your firm over the last twelve months regarding staffing, capital, and organizational structure, as well as future changes you expect may occur.
- Identify the professionals who would be directly involved in providing services to the City. Describe their relationship to your firm, their responsibilities, their experience with municipal financial advisory services, their location and the number of years they have been associated with your firm. Include resumes of key personnel who will be assigned to handle this contract. Primary and alternate personnel shall be clearly identified.

Respondent shall provide the following information with their submission, including a brief company overview, history, and financial status:

- Address and location of the local responsible office



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- Name of office principals, their Describe efforts your firm makes to keep its professionals informed of developments relevant to government investments.
- Define how your staff will be available to the City of Big Spring staff; include any relevant information on communicating with your company.

Company Overview

- experience, and professional qualifications.
- Describe your firm’s experience in providing municipal financial advisory services including the number of years your firm has actively provided such services
- Number of employees – internationally, nationally, and locally
- Describe your firm’s annual employee attrition rate for the past three (3) years
- Supply a list of employees who will be devoted to servicing the City’s account. Individual resumes of the lead members of your service team should be supplied. Expound on the names of the employees that will be assigned to the City of Big Spring account and provide the number of years they have been with your company.
- Provide a complete and current listing of all industry certifications, accreditations and affiliations your firm holds.
- Describe your firm’s business continuity plan.

Company Operational Information

Client History – Describe whether your firm (or any firm previously affiliated with your firm) has ever undergone an investigation by an outside agency pursuant to the filing of claims and describe the outcome of the investigation including ramifications to your firm or your firm’s client cities.

Describe whether your firm has ever lost an account due to concerns of improper billing practices, accusations or clients concerns of fraud as defined by applicable Federal or State Authorities.

Describe, in detail, whether your firm has ever lost an account due to breach of contract, or incurred any unfavorable contractual outcomes (to include any terminations, etc.).

References

Provide five (5) recent or current references for which you have provided the type of services described herein. For each reference, include dates the services were performed, name, address, phone, contact person and email.

**SECTION IV
PROPOSAL CONTENT & EVALUATION CRITERIA**



PROPOSAL

City of Big Spring RFP 15-017 Financial Advisory Services

Proposal Response Documents/Proposal Format and Content

The City of Big Spring discourages lengthy and costly proposals, however, in order for the City to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide the information requested.

In order to be considered as responsive, the Proposer shall submit with their Proposal, such documentation as is necessary or required to attest to the company's capabilities and qualifications to perform the work as specified and all aspects of this contract in a competent manner. RFP responses shall be submitted professionally (and not bound with plastic sleeves or spiral binders) to include clearly identifiable labels, in the same order for each section provided below. Also, include the RFP Pricing Form (Excel spreadsheet), if appropriate on a flash drive.

Evaluation Process and Selection Criteria

The objective of this evaluation process is to identify and select the proposer that best satisfies the requirements of the City of Big Spring. The City of Big Spring City's staff that will be responsible for these services will evaluate all proposals received by the submission deadline. The evaluation committee will review, rate and rank each proposer's proposal in accordance with the weighted ranking criteria contained in this document. RFP responses shall remain confidential until the contract has successfully been awarded.

If deemed necessary to the evaluation process, the City reserves the right to conduct presentations/interviews with proposers at no cost to the city.

Please note the required 2007 GO & CO required refunding example in the scoring and explained further in Section V.

There are 100 possible points for this proposal evaluation, as follows:

Written Presentation including 2007 GO & CO Refunding example.	25 points
Experience and capability of the firm and its assigned consultants in performing financial advisory services for municipal governments.	25 points
Cost of Services Points are calculated using the formula below: Lowest Bid / Other Bid x Available Points (15) = Proposer's Price Score	20 points
Oral interview (for three top scores)	15 points
Completeness and responsiveness of proposal.	10 points
Personal knowledge of City of Big Spring debt financing	5 points

**SECTION V
SPECIFICATIONS (SCOPE OF WORK AND DELIVERABLES)**



Introduction

The City of Big Spring is requesting financial advisor services for future bond issues and annual continuing disclosure. The successful firm will be an impartial third party experienced in working with local governments in providing Financial Advisory Services.

The City is looking for a firm/individual with impeccable character who will present all financial information to the Finance Director, City Management, and Elected Officials in a true economic view, which maybe outside of standard industry practices. Some examples of this are showing total costs of issue, with detail of estimated finance advisor, bond counsel, underwriter, insurance, and other costs. Total borrowing rate which includes all costs mentioned above. Current market interest rate and anticipated bond coupon rate for issue, with full explanation why there is any difference. If the coupon rate is higher than the market rate, the explanation should be able to counter the obvious question, which is: is the bonds coupon rate being purposely set high to increase the likely hood of a later refunding and more fees? Seniors citizens desiring a higher coupon rate for living on fixed income would not be a good reason, when the buyers of most municipal bond issues are organizations and not individuals.

In the case of a refunding the City expects to see a true explanation of what is actually happening. In the usual case it would be proposing the city to increase its debt principal (more bonds outstanding) with the idea the lower interest rates will decrease debt service (principal and interest). No dollars or percents of saving should be presented which is not TIC. Every reasonable person (elected officials, city management, citizens) is going to assume when you say a dollar saving or percent amount it is the net savings of the old debt service less the new which includes the extra bonds (principal) issued to cover the finance advisor, bond counsel, underwriter, bond insurance fees, bond insurance and other issuance cost. If net present value is used, the discount rate used to discount the cash flows should be stated. Total principal and debt service of both old and new bond issues should be shown, as well as negative arbitrage, escrow fees, interest funds while in escrow awaiting old bond to reach their call dates.

Please include an example of a refunding proposal you would submit to the Finance Director, City Management, and Elected Officials in a Memorandum forum if you were chosen as financial advisor. Please use the City's actual 2007 GO and 2007 CO issues currently outstanding in this refunding example. The City's CUSIP Prefix is 089545.

The City reserves the right to select more than one Financial Advisor or to form Financial Advisory Teams.

Due to inherent conflicts of interest, the successful firm will not be allowed to serve as underwriter for any proposed transactions on which the firm provides Financial Advisory Services. If your firm or a subsidiary of your parent firm has an underwriting division or a commercial securities operation, either wholesale or retail, it is expected that this relationship would be disclosed and your firm will be allowed to submit a proposal.

Scope of Work



REQUEST FOR PROPOSAL

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The City of Big Spring is requesting written proposals for the provision of Financial Advisory Services for a five (5) year period, with the option for two (2)-one (1) year extensions at the written consent of both parties.

Planned Bond Sales

In summary, the anticipated future tax supported issues:

FY 2015	\$ 0 million
FY 2016	\$ 0 million
FY 2017	\$ 10 million
FY 2018	\$ 0 million

And revenue supported issues:

FY 2015	\$ 0 million
FY 2016	\$ 0 million
FY 2017	\$15 million
FY 2018	\$ 0 million

Responsibilities for Coordinating and Implementing Bond Sale Include:

- A. Making recommendation on the marketing of bonds, including methods for enhancing the rating, advice on bond covenants, pledge of revenue, flow of funds, legal and coverage requirements, municipal bond market trends, timing and scheduling of issues.
- B. Providing advice and assistance on the requirements of various financing structures, the principal amount of bonds to be sold, maturity schedules, call and put features, premiums, basis of awarding bids and types of sales, such as negotiated or competitive, and including new and refunding bonds.
- C. Preparation and distribution of preliminary and final official statements, and related advertising for each sale, to prospective and successful bidders and briefing notebooks for rating agency discussions.
- D. Printing of bonds and coordination with bond counsel and paying agent/registrar.
- E. Interpreting the City's offerings to prospective bidders in the municipal bond market and elicit participation from various investment firms.
- F. Coordinating and/or attending bid openings of bond sales, assist in evaluating bids and recommend acceptance or rejection of bids, preferably using internet and electronic means for these processes.
- G. Bond closings with the successful bidder, printer, paying agent/registrar, bond counsel and City staff, including instructions for the closing and post-closing responsibilities.
- H. Maintaining copies of all transcripts.
- I. Assist the City in all aspects of a negotiated bond sale including, but not limited to, the preparation and mailing of the request for qualifications to provide financial underwriting services, in-depth evaluation of qualifications submitted, selection of an underwriting team and other matters related to the successful consummation of a negotiated transaction(s).

Responsibilities for General Financial Planning Support Include:



- A. Review and analyze debt structures, revenue cash flows, and trends of assessed valuation. If the revenues of a system or facility are to be pledged to repayment of the securities in question, the analysis will take into account any outstanding obligations which are payable from the net revenues thereof, and/or additional net revenues as projected by staff or consultant analysis and evaluation or pro forma cash flows. Based on such financial findings, the Financial Advisor(s) shall devise and recommend for the City's approval, a plan of financing under terms and conditions most advantageous to the City, consistent with a minimum effective interest rate.
- B. Prepare information for rating agency presentation, schedule and assist in the presentations and act as a liaison with the agencies providing information when needed.
- C. Advising the City of market developments and conditions, including the impact of pending legislation at the state and federal levels and financing techniques that may be applicable to the City's bond financing program.
- D. Working with City staff, bond counsel, independent auditors, and special consultants in developing financing programs and marketing of bonds.
- E. Preparing the market for the City's bond offerings, including systematic contacts with bond rating agencies and prospective bidders, explaining the City's offerings to firms and individuals in the municipal bond markets, and all necessary communications and contact with journals, periodicals, and dealers.
- F. Arranging and coordinating meetings between City officials and rating agencies.
- G. Continual monitoring of the feasibility of refunding opportunities to determine and recommend the desirability of refinancing existing debt including the provision of assistance in all aspects and phases of the refunding transaction.
- H. Evaluating and providing recommendations on unsolicited proposals from investment banking firms and financial consultants.
- I. Prepare information for and present to the City Council when required and/or requested.

Special Services Include:

- A. Coordinating the preparation and submission of SEC disclosure documents required by federal and state laws and regulations.
- B. Providing technical financial analysis related to financing options for various economic development projects as they pertain to the City's credit ratings. This should include, but not be limited to annual disclosure requirements and material events notices.
- C. Advise, inform and assist the City with performing due diligence investigations with respect to firms that the City may contemplate utilizing in a financing transaction. Such due diligence shall include matters pertaining to the knowledge of, or investigation into a firm's alleged or convicted financial misconduct, securities violations, financial health, Justice Department investigation(s), or other financial diligence.
- D. Assist in identifying and reviewing new sources of funding for capital needs of the City such as may be available from open market leasing, state and/or federal grants or incentive programs.
- E. Assist and review bond issuances and refunding for special districts (i.e. Municipal Utility Districts and Municipal Management Districts, etc.).
- F. Any other non-traditional activities the Financial Advisor(s) may deem appropriate. The City encourage innovation.

**SECTION VI
RFP FORM/PRICING**



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Compensation

Provide the firm's Financial Advisory fee schedule for services related to debt issuance (contingent on bond sale) and for services unrelated to debt issuance (not contingent on bond sale) and describe the basis on which the fees are calculated. Details of any alternate method of compensation such as hourly fees, per bond basis, or annual retainers your firm would consider.

List all expenses pertaining to an issue that will be reimbursable by the City. Example: bond printing, bond counsel, official statement printing, bond election expenses, bond ratings and related expenses, etc.

Identify and list all special services and identify charges, particularly disclosure requirements.

**SECTION VII
EXHIBITS**



EXHIBIT 1 – BID ENDORSEMENT

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

(OFFICIAL Firm Name)

By: _____
(Original Signature) **Must be signed to be considered responsive**

(Typed or Printed Name)

(Title) (Date)

Remittance
Address: _____

(Zip Code)
Phone #: (____) _____

Fax #: (____) _____

E-Mail Address: _____

If an addendum is issued for this bid, please acknowledge receipt.

- ADDENDUMS/AMENDMENTS:**
- 1) _____ date acknowledged
 - 2) _____ date acknowledged
 - 3) _____ date acknowledged

EXHIBIT 2



Exhibit 2
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

The firm chosen shall be required to carry Professional Liability Insurance. Proposals must specify the carrier and the coverage limits of no less than \$ 1,000,000. The successful Offeror will be required to execute an Evidence of Insurance form furnished by the City in accordance with the Contract Provisions. The successful Offeror will have fifteen (15) calendar days to comply with this requirement, excluding City holidays and non-work days, if applicable. The Offeror must maintain the insurance coverages required by the City while this agreement is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the City when required.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for the City of Big Spring. I also agree to provide the City evidence of insurance coverage on any and all subcontractors performing work on the project.

Project/Bid# _____

Company: _____ **Vendor#(if applicable)** _____

Printed Name: _____

Signature: _____ **Date:** _____

EXHIBIT 3



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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

2. Are filing an update to a previously filed questionnaire. YES _____ NO _____

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or in

filing authority not later than the accurate.)



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3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes _____ No _____

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes _____ No _____

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
Yes _____ No _____

D. Describe each employment or business relationship with the local government officer named in this section.

4. _____
Signature of person doing business with the governmental entity

Date



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BIDDERS QUALIFICATION STATEMENT

Project: RFP No. _____

Contractor: _____

Indicate One: Sole Proprietor Partnership
 Corporation Joint Venture
 Other

Name: _____ Partner: _____

Title: _____ Title: _____

Address: _____ Address: _____

City: _____ City: _____

State & Zip: _____ State & Zip: _____

Phone: _____ Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. _____

Location of Principal Office: _____

Contact and Phone at Principal Office: _____

Liability Insurance Provider and Limits of Coverage: _____

Workers Compensation Insurance Provider: _____

Address: _____

Contact and Phone: _____



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REQUEST FOR

**EXHIBIT 6
SUPPLEMENTAL INFORMATION**

Please provide the following information for contract development:

- | | | | | |
|------------------|----|---------------------|------------------------------|-----------------------------|
| Is the company a | 1. | Sole Proprietorship | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | 2. | General Partnership | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | 3. | Limited Partnership | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | 4. | Corporation | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | 5. | Other | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

Is the company a minority, or woman owned business enterprise?
 No Yes if yes, specify: MBE WBE

Has the company been certified as a minority/woman owned business by any governmental agency?
 No Yes

If yes, specify the governmental agency: _____

Date of certification: _____



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**OPERATION AGREEMENT
FOR MOSS CREEK LAKE**

STATE OF TEXAS §
 §
COUNTY OF HOWARD §

This Agreement made and entered into as of this the 1st day of **October, 2015**, by and between the City of Big Spring, Texas, hereinafter designated as the "CITY," and Steve Salinas, hereinafter designated "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY desires to retain the services of the CONTRACTOR for the purpose of managing and operating the Moss Creek Lake (referred to as "Lake Property" or "Lake" herein) owned by the CITY; and

WHEREAS, CONTRACTOR is competent and qualified to provide services according to the terms and conditions stated herein;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES DO AGREE AS FOLLOWS:

1. TERM

The term of this Contract shall be effective for a period commencing on the 1st day of October, 2015, and terminating on the 30th day of September, 2016.

2. WARRANTY

- A. CONTRACTOR warrants and represents that he is qualified to engage in the management of the Lake Property.
- B. In performing all services required of him under his contract, CONTRACTOR shall comply with all applicable federal, state, county, and city statutes, ordinances and regulations. If such compliance is impossible for reasons beyond his control,

CONTRACTOR shall immediately notify the CITY of the fact and the reasons therefore.

In such event, CITY shall have the right to take action to provide services for its citizens, to protect health, safety and welfare and, if necessary, terminate this Agreement.

C. CONTRACTOR warrants and represents that he will neither cause, suffer, allow nor permit the occurrence of:

1. Any act or omission in the execution and performance under this Agreement which act or omission may be or could result in or give rise to any violation of any federal law, state or local law, regulation, ordinance, licensing, or permitting requirement; or
2. Any act or omission, which might give rise to any action at law or equity for personal injury or wrongful death or for damage to property.

D. CONTRACTOR shall strictly prohibit the use of intoxicating substances by his employees while on duty or in the course of performance of their duties under this Agreement.

E. CONTRACTOR'S employees or agents shall not be allowed to drive CITY vehicles.

F. CONTRACTOR warrants and represents to the CITY that he is familiar with the Lake Property and that he is qualified by experience to perform this Agreement.

G. It is understood by the parties that this Agreement does not convey to CONTRACTOR any interest or title in the Lake Property, also known as Moss Creek Lake Park.

3. SERVICES PROVIDED

A. CONTRACTOR shall provide all labor and supervision necessary to manage, operate, and maintain the Lake Property. Specifically, CONTRACTOR shall perform the following:

1. Collect and remit to the Finance Department all monies collected for daily and annual passes and rental fees pursuant to Chapter 6, Article 5 of the Big Spring Code of Ordinances.

2. Keep the Lake open during hours established by the City Council at least eleven (11) months per year and seven (7) days per week. The Lake shall be closed during the month of January.
3. Reside at the home provided on the Lake Property.
4. Properly clean and maintain all facilities on Lake grounds including: the concession stand, restrooms, fishing docks, picnic pavilions, grounds, living quarters, and playground equipment.
5. Provide rules and regulations available in print to any patron requesting a copy and be proficient in the knowledge of the rules and regulations so that they may be explained to patrons as needed.
6. Patrol Lake areas to insure no misuse of the Lake or facilities are occurring.
7. Submit required reports to the City Manager or his designee.
8. Discuss with the City Manager, or his designee, events to be held at the Lake.
9. Report any damages or needed repairs to the City Manager or his designee.
10. Prepare and maintain an annual budget for the Lake Property.
11. Promptly notify the City Manager, or his designee, by telephone of all incidents involving personal injury, property damage, and criminal activity.
12. Respond within a reasonable time (not to exceed 48 hours) to any complaint from the CITY or any citizen regarding the Lake. CONTRACTOR shall maintain a record of the complaint including: the date, source, nature of such complaint, and the resolution thereof. CONTRACTOR shall provide the CITY a copy of the record upon written or oral request.

- B. CONTRACTOR has the option of providing State of Texas Parks and Wildlife Fishing Licenses for purchase to Lake patrons, but shall promptly remit any funds received to the Finance Department of the CITY.
- C. Other than issuing the required permits pursuant to Chapter 6, Article 5 of the Big Spring Code of Ordinances, CONTRACTOR is not required to provide items for sale in the concession. However, if CONTRACTOR does decide to offer additional items for sale, CONTRACTOR will be entitled to any proceeds from such sale. CONTRACTOR shall also be responsible for reporting such proceeds as required by law.
- D. The CITY agrees to provide the following:
1. Workers Compensation, General Liability, Property Insurance, and Motor Vehicle Insurance coverage;
 2. Budgeted funds for maintenance, repair, and upkeep of the Lake, the concession stand, restrooms, fishing docks, pavilions, living quarters, and playground equipment.

4. COMPENSATION

In consideration of CONTRACTOR'S agreement to provide services as described above, CITY agrees that CONTRACTOR may reside in the three-bedroom house located at the Lake free of charge. The CITY will pay all gas, electricity, and water utility charges at the house and the Lake. The CITY will also provide a phone to be used only for park business. Additional services such as a private phone, cable/satellite television, internet, or other service not provided for herein are the sole responsibility of the CONTRACTOR.

5. SUPERVISION

CONTRACTOR shall ensure that all services are properly performed. CONTRACTOR's employees and/or agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees or agents of the CITY.

6. TERMINATION

CONTRACTOR is a current City employee and will be required to perform the current job for which he is employed in addition to the Caretakers' duties. CONTRACTOR warrants that this Agreement will not be allowed to interfere with his present employment. In the event that the City Manager or his designee determines, in his sole discretion which shall be final, that CONTRACTORS' performance of this Agreement is interfering with CONTRACTORS' employment with the CITY, or that this Agreement is otherwise no longer in the best interest of the CITY, this Agreement may be terminated by the CITY with thirty (30) days written notice to CONTRACTOR.

7. MISCELLELLANEOUS PROVISIONS

Choice of Law. This Agreement is governed by and construed in accordance with the laws of the State of Texas.

Survival of Covenants and Conditions. It is expressly agreed that all covenants and conditions relating to the rights and obligations of the parties hereto subsequent to the termination of this Agreement shall survive the termination and shall continue in full force and effect in accordance with the terms of the specific provisions.

Venue. The parties hereto consent that venue of any action brought under this Agreement shall be in Howard County, Texas.

Assignment. This Agreement and any rights, duties and obligations hereunder may not be assigned without the prior written consent of all of the parties hereto and in the event of an

attempted assignment by one party to this Agreement without the express prior written consent of all other parties, such attempted assignment shall be void and without effect.

Binding Effect. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, and their respective successors, employees, legal representatives, and permitted assigns, and no other person shall have any legal or equitable rights, remedies, or claims under or in respect of or by virtue of this Agreement or any provision herein contained.

Entire Agreement. This Agreement and the instruments called for by this Agreement constitute the whole Agreement of the parties and supersede any commitment, agreement, memorandum, or understanding previously made by the parties or any of those with respect to the subject matter of this Agreement.

Remedies. The remedies provided to the parties by this Agreement are not exclusive or exhaustive, nor cumulative of each other and in addition to any other remedies the parties may have.

Attorneys' Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled as allowed by Texas Local Government Code Section 271.159.

Notices. All notices contemplated and/or required herein shall be in writing and shall be delivered in person or sent via certified mail, unless specifically provided otherwise.

Notices to:

CONTRACTOR shall be sent to:

Steve Salinas
10000 E Moss Lake Road
Big Spring, Texas 79720

Notices to the CITY shall be sent to:

City of Big Spring
Todd Darden, City Manager
310 Nolan
Big Spring, Texas 79721-1390

The parties may consent to a different address for notices from time to time in writing signed by both parties hereto.

EXECUTED in duplicate, each of which shall be deemed to be an original.

CITY OF BIG SPRING

Todd Darden, City Manager

ATTEST:

Tami Davis, Assistant City Secretary

CONTRACTOR:

Steve Salinas