



CITY COUNCIL AGENDA

Tuesday, March 8, 2016

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, March 8, 2016, 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 McLellan
2. Invocation by Reverend Sonia Scott of Bakers Chapel AMEC McLellan
3. Pledge of Allegiance to the United States Flag and to the Texas State Flag McLellan

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

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.

Announcements & Public Hearings

4. Recognition of Brian Gordan’s Certification Williams

Disposition of Minutes

- | | | | |
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| 5. | Approval of the Minutes of the Regular Meeting of February 23, 2016 | 5-9 | Davis |
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Consent Items

- | | | | |
|----|--|-------|----------|
| 6. | Final Reading of a Resolution Approving the Investment Policy of the City of Big Spring | 10-15 | Moore |
| 7. | Final Reading of a Resolution Designating Investment Officers to be Responsible for the Investment of Funds and Providing an Effective Date | 16-18 | Moore |
| 8. | Final Reading of an Ordinance Amending Ordinance Number 043-2015 Which Adopted the Annual Budget for the Fiscal Year Beginning October 1, 2015 and Ending September 30, 2016 by Increasing the Cable Franchise-Peg Fund for the Purpose of Purchasing Audio Equipment for Council Chamber Improvements; Providing for Severability; Providing for Publication; and Providing an Effective Date | 19-20 | Moore |
| 9. | Final Reading of a Resolution Supporting the Community Project Sponsored by Leadership Big Spring, Class 34, and Authorizing the Placement of Parking Spaces on City Property Specifically Designated for the Honorary Use of Members of Our United States Armed Forces | 21-22 | Johnston |

Routine Business

- | | | | |
|-----|-----------------------|---------------|---------|
| 10. | Vouchers for 02/25/16 | \$ 712,260.01 | Harbour |
| | Vouchers for 03/03/16 | \$ 790,603.15 | |

New Business

- | | | | |
|-----|---|-------|-----------|
| 11. | Presentation by Freese and Nichols, Inc. of the 2030 Comprehensive Plan | 23-24 | Dan Sepco |
| 12. | First Reading of a Resolution Supporting the 2030 Comprehensive Plan | 25 | Womack |
| 13. | Consideration and Permission to Apply for Grants to Promote New or Improved Infrastructure Including, but Not Limited to Tiger Grants, Fast Lane Grants, and EDA Grants | 26 | Womack |

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|-----|---|-------|---------|
| 14. | First Reading of an Ordinance Amending Ordinance Number 043-2015 Which Adopted the Annual Budget for the Fiscal Year Beginning October 1, 2015 and Ending September 30, 2016 by Additional Cost of an ATV Maintenance Vehicle Providing for Severability; Providing for Publication and Providing an Effective Date | 27-28 | Little |
| 15. | Emergency Reading of a Resolution Approving a Negotiated Resolution Between the Atmos West Texas Cities Steering Committee and ATMOS Energy Corp., West Texas Division Regarding the Company's 2015 Rate Review Mechanism Filing; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to be Set by the Attached Tariffs to be Just and Reasonable and in the Public Interest; Requiring the Company to Reimburse Cities; Reasonable Ratemaking Expenses; Determining that this Resolution was Passed in Accordance with the Requirements of the Texas Open Meetings Act; Adopting a Savings Clause; Declaring an Effective Date; and Requiring Delivery of this Resolution to the Company and the West Texas Cities Steering Committee | 29-38 | Darden |
| 16. | Consideration and Approval of a Third Amendment to a Lease with Municipal Corrections Finance, L.P. and Authorizing the Mayor to Execute Any Necessary Documents | 39-41 | Edwards |
| 17. | Consideration and Approval of an Assignment of an Industrial Park Lease to Big Spring Rail System, Inc. and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 42-44 | Darden |
| 18. | Consideration and Approval Authorizing the City Manager to Negotiate a Second Amendment to an Industrial Park Lease between the City of Big Spring and Big Spring Rail System, Inc. and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 45-58 | Darden |
| 19. | Approval of the Minutes of the Regular Meeting of the Big Spring Economic Development Corporation Held on January 19, 2016 | 59-61 | Edwards |

City Manager's Report

- | | | |
|-----|--|--------|
| 20. | | Darden |
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Council Input

- | | | |
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| 21. | Input | McLellan |
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Executive Sessions

- 22. Adjourn into Executive Session under the Provisions of Title 5, Texas Government Code, Section 551.087 to Discuss or Deliberate the Offer of a Financial or Other Incentive to Texas Healthcare Holdings II, LLC and Other Potential Entities with Whom the City/Big Spring Economic Development Corporation of Big Spring is Considering Economic Development Negotiations, Whom the City/Big Spring Economic Development Corporation of Big Spring Seeks to have Locate, Stay or Expand in the City of Big Spring McLellan

- 23. Executive Session in Accordance with Texas Government Code Section 551.072 to Deliberate the Purchase, Exchange, Lease or Value of Real Property McLellan

- 24. Reconvene in Open Session and Take Any Necessary Action McLellan

- 25. Adjourn McLellan

I hereby certify that this agenda was posted on the official bulletin boards at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas. Given by order of the City Council and Posted on Friday, March 4, 2016 at 5:00 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

March __, 2016 at _____ a.m./p.m.

By: _____

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

The City Council of the City of Big Spring, Texas, met in a regular meeting in the City Council Chambers located at 307 E. 4th, Big Spring, Texas, at 5:30 p.m., February 23, 2016, with the following members present:

LARRY MCLELLAN	Mayor
CARMEN HARBOUR	Councilmember
RAUL MARQUEZ	Councilmember
STEVE WAGGONER	Councilmember
RAUL BENAVIDES	Councilmember
JIM DEPAUW	Councilmember

(Mayor Pro Tem Myers 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
JOHNNY WOMACK	Public Works Director
DON MOORE	Finance Director/ City Secretary
JIM LITTLE	Airpark Director
TIM GREEN	Municipal Court Judge
DEBBIE WEGMAN	Community Services Director

INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Eddy Prince, Church of God, gave the invocation and Mayor McLellan led the Pledge of Allegiance to the American and Texas Flags.

DISPOSITION OF MINUTES

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF FEBRUARY 9, 2016

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

CONSENT ITEMS

FINAL READING OF A RESOLUTION AUTHORIZING THE FILING OF TWO (2) GRANT APPLICATIONS WITH THE PERMIAN BASIN REGIONAL PLANNING COMMISSION UNDER THE REGIONAL SOLID WASTE GRANTS PROGRAM; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACT AS THE AUTHORIZING REPRESENTATIVE IN ALL MATTERS RELATED TO THIS APPLICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NUMBER 043-2015 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016 BY INCREASING THE MALONE AND HOGAN FUND BUDGET FOR THE PURPOSE OF A SETTLEMENT AGREEMENT IN REFERENCE TO THE MALONE AND HOGAN CLINIC; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

ACCEPTANCE OF THE CONVENTION AND VISITORS BUREAU COMMITTEE MEETING MINUTES FOR THE MEETING OF DECEMBER 2, 2015

ACCEPTANCE OF THE MCMAHON-WRINKLE AIRPORT AND INDUSTRIAL PARK DEVELOPMENT BOARD MEETING MINUTES FOR THE MEETING OF JANUARY 21, 2016

ACCEPTANCE OF THE HOWARD COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS MINUTES FOR THE MEETING OF JANUARY 20, 2016

Motion was made by Benavides, seconded by Councilmember DePauw, with all members of the Council voting "aye" approving the second and final reading of the above listed resolution, ordinance and minutes.

ROUTINE BUSINESS

Councilmember Marquez reviewed the vouchers in the amount of \$1,826,931.30 (2/18/16). Motion was made by Councilmember Marquez, seconded by Councilmember Harbour, with all members of the Council voting "aye" approving the above listed vouchers.

NEW BUSINESS

FIRST READING OF A RESOLUTION APPROVING THE INVESTMENT POLICY OF THE CITY OF BIG SPRING

Motion was made by Councilmember Harbour, seconded by Councilmember DePauw approving the above captioned resolution.

FIRST READING OF A RESOLUTION DESIGNATING INVESTMENT OFFICERS TO BE RESPONSIBLE FOR THE INVESTMENT OF FUNDS AND PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember Waggoner, seconded by Councilmember Marquez, with all members of the Council voting “aye” approving the above captioned resolution.

FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NUMBER 043-2015 WHICH ADOPTED THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016 BY INCREASING THE CABLE FRANCHISE-PEG FUND FOR THE PURPOSE OF PURCHASING AUDIO EQUIPMENT FOR COUNCIL CHAMBER IMPROVEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

FIRST READING OF A RESOLUTION SUPPORTING THE COMMUNITY PROJECT SPONSORED BY LEADERSHIP BIG SPRING, CLASS 34, AND AUTHORIZING THE PLACEMENT OF PARKING SPACES ON CITY PROPERTY SPECIFICALLY DESIGNATED FOR THE HONORARY USE OF MEMBERS OF OUR UNITED STATES ARMED FORCES

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

APPROVAL OF A LETTER AGREEMENT BETWEEN THE CITY OF BIG SPRING AND BIG SPRING ECONOMIC DEVELOPMENT CORPORATION REGARDING EACH PARTY’S OBLIGATIONS UPON TRANSFERRING THE PROPERTY LOCATED AT 1501 WEST 11TH PLACE BY DEED FROM THE CITY OF BIG SPRING TO BIG SPRING ECONOMIC DEVELOPMENT CORPORATION

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

APPROVAL OF A PURCHASE AND SALE AGREEMENT WITH CONDITION PRECEDENT BETWEEN BIG SPRING ECONOMIC DEVELOPMENT CORPORATION AND TEXAS HEALTHCARE HOLDINGS II, LLC FOR THE SALE OF PROPERTY LOCATED AT 1501 WEST 11TH PLACE TO TEXAS HEALTHCARE HOLDINGS II, LLC

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

APPROVAL OF A PERFORMANCE AGREEMENT BETWEEN TEXAS HEALTHCARE HOLDING II, LLC AND BIG SPRING ECONOMIC DEVELOPMENT CORPORATION FOR

THE RENOVATION AND REDEVELOPMENT OF MALONE AND HOGAN CLINIC
LOCATED AT 1501 WEST 11TH PLACE

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

CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT WITH
HOWARD COUNTY FOR FIBER INFRASTRUCTURE AND AUTHORIZING THE CITY
MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

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

DISCUSSION OF DEMOLITION PROCEDURES

Johnny Womack, Public Works Director, requested that the staff bring a resolution to the Council authorizing the City Manager to execute agreements for repayment of demolition costs with owners of said properties which would provide some financial relief in helping the City come to terms with the numerous substandard structures. Mr. Womack also announced that Keep Big Spring Beautiful will be donating \$4,000 toward this project. Council agreed and thanked Keep Big Spring Beautiful for their donation.

CITY MANAGER’S REPORT

Todd Darden updated the Council on the 20” waterline replacement and thanked the citizens for being patient through this process.

COUNCIL INPUT

Mayor McLellan announced that he has had several questions about the large item pickup program and reminded citizens that the City stopped doing it due to the lack of space at the landfill and would start the program back up once we have a new landfill.

Councilmember Marquez thanked the leadership class for recognizing veterans by providing them with a parking space.

Councilmember Harbour thanked staff for taking care of some complaints.

Councilmember DePauw asked citizens to help with the no kill zone proposal by getting their pets spayed or neutered.

ADJOURN

Mayor McLellan adjourned the meeting at 6:15 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, APPROVING THE INVESTMENT POLICY OF THE CITY OF BIG SPRING.

WHEREAS, the City Council of the City of Big Spring has adopted a written investment policy as required by the Public Funds Investment Act; and

WHEREAS, Section 2256.005(e) of the Public Funds Investment Act requires an annual review of the adopted investment policy;

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

SECTION 1. The City Council has reviewed and hereby approves the investment policy and investment strategy hereto attached as Exhibit A.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **23rd** day of **February, 2016**, 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 **8th** day of **March, 2016**, with all Councilmembers voting “aye” for passage of same.

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

EXHIBIT A

CITY OF BIG SPRING

INVESTMENT POLICY

2/23/2016

Scope: This investment policy applies to all financial assets of the City of Big Spring, Texas, and includes all funds listed below:

1. General Fund;
2. Special Revenue Funds;
3. Debt Service Funds;
4. Capital Project Funds;
5. Permanent Funds;
6. Enterprise Funds;
7. Internal Service Funds; and
8. Fiduciary Funds

Statement of Cash Management Philosophy - The City of Big Spring shall maintain a comprehensive cash management program, to include the effective collection of all accounts receivable, the prompt deposit of receipts to the City's bank accounts, the payment of obligations so as to comply with state law and in accordance with vendor invoices, and the prudent investment of idle funds in accordance with this policy.

Objectives - The City's investment program shall be conducted so as to accomplish the following objectives, listed in order of priority:

1. Safety of the principal invested;
2. Availability of sufficient cash to pay obligations of the City when they are due; and
3. Investment of idle cash at the highest rate of possible return, consistent with state and local laws and the two objectives listed above.

Delegation of Authority - The Director of Finance, as the City's chief financial officer, is responsible for overall management of the City's investment program and is designated as the City's Investment Officer, with support from the City Manager, and may designate the Assistant

Director of Finance as a deputy to assist with the management of the investment portfolio. Accordingly, the Finance Director is responsible for day-to day administration of the investment program and for the duties listed below:

1. Maintain current information as to available cash balances in City accounts, and as to the idle cash available for investment;
2. Make investments in accordance with this policy; and
3. Ensure that all investments are adequately insured.

Prudence - Investments shall be made with judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The treasurer, the chief financial officer if the treasurer is not the chief financial officer, deputies appointed to assist in investments and the investment officer shall attend at least one training session relating to the person's responsibilities within twelve months after taking office or assuming duties. The positions mentioned above must attend a training session once every two years and receive a minimum of ten hours training, with the training to be provided by an independent source approved by the City Council. For the purposes of this policy, an "independent source" from which investment training shall be obtained shall include a professional organization, an institute of higher learning or any other sponsor other than a business organization with whom the City of Big Spring may engage in an investment activity.

Authorized Investments - City of Big Spring funds may be invested in the following:

1. U.S. Treasury bills, notes or bonds which are guaranteed as to principal and interest by the full faith and credit of the United States of America;
2. Collateralized or fully insured certificates of deposit at FDIC insured banks in the State of Texas, consistent with provisions of the City's current bank depository agreement; or a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Section 2256.025
3. Direct obligations of the State of Texas or its agencies with investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
4. Other obligations which are unconditionally guaranteed or insured by the State of Texas or the United States of America;
5. Commercial paper with a rating of A-1 or P-1 or an equivalent rating by at least two nationally recognized rating agencies;

6. Fully collateralized repurchase agreements and reverse repurchase agreements having a defined termination date and secured by any obligation of the United States, its agencies or its instrumentalities; and
7. No-load money market mutual funds which are regulated by the Securities and Exchange Commission; rated AAA; maintain a dollar weighted average stated maturity of 90 days or less and maintain a stable net asset value of \$1.00.

The use of Delivery versus Payment (DVP) for investment transactions/purchases will be continually used by the investment officer. Security selection and terms will be determined in accordance with (1) safety of principal, (2) cash flow needs, (3) investment type as a percentage of total investment portfolio, and (4) yield.

Market Price - The market price for investments will be obtained through the Wall Street Journal on the last trade day of the month.

Qualifying Institutions - Investments may be made through or with the following institutions:

1. Federally insured banks located in the State of Texas;
2. Primary government security dealers reporting to the Market Reports Division of the Federal Reserve Bank of New York; and
3. Eligible Public Fund Investment Pools that are rated no lower than investment grade by at least one nationally recognized rating service and having a weighted average maturity no longer than ninety (90) days.

Collateralization and Safekeeping - The City of Big Spring will accept as collateral for its certificates of deposit and other evidence of deposit the following securities:

FDIC coverage;

U.S. Treasury bills, note or bonds;

State of Texas bonds;

Other obligations of the U.S. or its agencies and instrumentalities; and

Bonds issued by other Texas government entities (city, county, school, or special districts), with a remaining maturity of twenty years or less.

Securities pledged as collateral must be retained in a third party bank in the State of Texas and the City shall be provided the original safekeeping receipt on each pledged security. The City, financial institution, and the safekeeping bank shall operate in accordance with a master safekeeping agreement signed by all three parties.

The release of a pledged security, prior to its removal from the safekeeping account, must be approved by original signature of any two of the following: Investment Officer, Assistant Director of Finance and City Manager.

The financial institution with which the City invests and/or maintains other deposits shall provide monthly, and as requested by the City, a listing of the collateral pledged to the City marked to current market prices. The listing shall include at a minimum, total pledged securities itemized by:

1. name, type and description of the security;
2. safekeeping receipt number;
3. par value;
4. current market value;
5. maturity date; and
6. Moody's or Standard and Poor's rating (both if available)

Description - It is the policy of the City of Big Spring to diversify its investments to eliminate the risk of loss resulting from over-concentration of assets in a specific maturity, a specific issuer or a specific class of securities. The following general constraints shall apply: maturities shall be staggered to avoid undue concentration of assets in a specific maturity sector and maturities selected shall provide for stability of income and reasonable liquidity.

General Government Practices - All investment transactions shall be documented by the Investment Officer. The Investment Officer may make investments orally, but shall follow promptly with a written confirmation to the financial institution or broker/dealer, with a copy of such confirmation retained in the City's files.

On all investments which do not fall under provisions of the City's depository agreement, the Investment Office shall take competitive bids. At least three (3) quotations shall be taken for each such investment made.

CITY OF BIG SPRING

INVESTMENT STRATEGY

The City of Big Spring maintains portfolios which utilize specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolio.

Investment strategies for operating funds and commingled funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimum volatility during economic cycles. This may be accomplished by purchasing high quality short to medium term securities. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity dates of each security.

Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date.

Investment strategies for special projects of special purpose funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The stated final maturity dates of securities held should not exceed the estimated project completion date.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, DESIGNATING INVESTMENT OFFICERS TO BE RESPONSIBLE FOR THE INVESTMENT OF FUNDS AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Big Spring is required by law to designate, by resolution, one or more officers or employees to be responsible for the investment of its funds; and

WHEREAS, no person may deposit, withdraw, invest, transfer, or otherwise manage funds of the City of Big Spring without the express authority derived from this resolution; and

WHEREAS, the City of Big Spring desires to designate the Finance Director/City Secretary and the Assistant Finance Director as its investment officers;

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

SECTION 1. The City of Big Spring Finance Director/City Secretary, Donald Moore, and Assistant Finance Director, Alonzo Echavarria, shall serve as investment officers, shall manage the City's funds under the provisions of policy and law, and be the designated representative to conduct business with the City's authorized investment pools, brokers, and advisors.

SECTION 2. The Finance Director/City Secretary and the Assistant Finance Director should attend training seminars conducted by independent sources, such as the Texas Municipal League.

SECTION 3. This Resolution shall take effect immediately upon its passage.

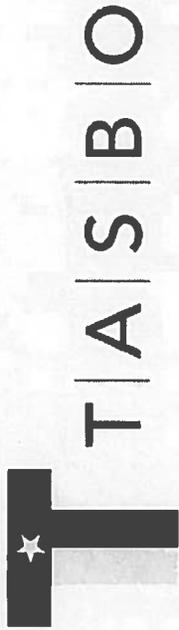
PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **23rd** day of **February, 2016**, with all members present voting "aye" for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **8th** day of **March, 2016**, with all members present voting "aye" for passage of same.

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary



Texas Association of School Business Officials

Certificate of Attendance
Presented to

Donald Moore

*For completion of 8 hours of training on the Texas Public Funds Investment Act
and related investment issues (CPE sponsor 622)*

**February 4, 2016
Abilene, Texas**



David Garcia, Instructor



Texas Association of School Business Officials

Certificate of Attendance
Presented to

Alonzo Echarria

*For completion of 8 hours of training on the Texas Public Funds Investment Act
and related investment issues (CPE sponsor 622)*

**February 4, 2016
Abilene, Texas**

A handwritten signature in black ink, appearing to read 'David Garcia'.

David Garcia, Instructor

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 0043-2015 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016 BY INCREASING THE CABLE FRANCHISE-PEG FUND FOR THE PURPOSE OF PURCHASING AUDIO EQUIPMENT FOR COUNCIL CHAMBER IMPROVEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2015-16 budget for the City of Big Spring, Texas on September 21, 2015; and

WHEREAS the funding for purchase of audio equipment for the Council Chambers was not included in the annual 2015-16 budget; and

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

SECTION 1. The Cable Franchise-PEG Fee Fund of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2015 and ending September 30, 2016 is hereby increased by the amount of \$20,000 in the account of 170-002-140-6310-01 for the purpose of purchasing audio equipment for the Council Chambers.

SECTION 2. The remaining portions of Ordinance Number 043-2015 shall remain in full force and effect.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 5. This ordinance shall be in force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 23rd day of February, 2016, with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 8th day of March, 2016, with all members of the Council voting “aye” for the passage of 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 SUPPORTING THE COMMUNITY PROJECT SPONSORED BY LEADERSHIP BIG SPRING, CLASS 34, AND AUTHORIZING THE PLACEMENT OF PARKING SPACES ON CITY PROPERTY SPECIFICALLY DESIGNATED FOR THE HONORARY USE OF MEMBERS OF OUR UNITED STATES ARMED FORCES.

WHEREAS, Leadership Big Spring, Class 34, is creating non-enforceable parking spaces for honorary use of members of our United States Armed Forces; and

WHEREAS, the parking spaces will be specifically designed and marked, as shown in Exhibit A, for the honorary use of members of our United States Armed Forces;

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

SECTION 1: The City of Big Spring City Council hereby authorizes the placement of parking spaces on City property specifically designated for the honorary use of members of our United States Armed Forces.

SECTION 2: This Resolution shall become effective immediately upon its passage.

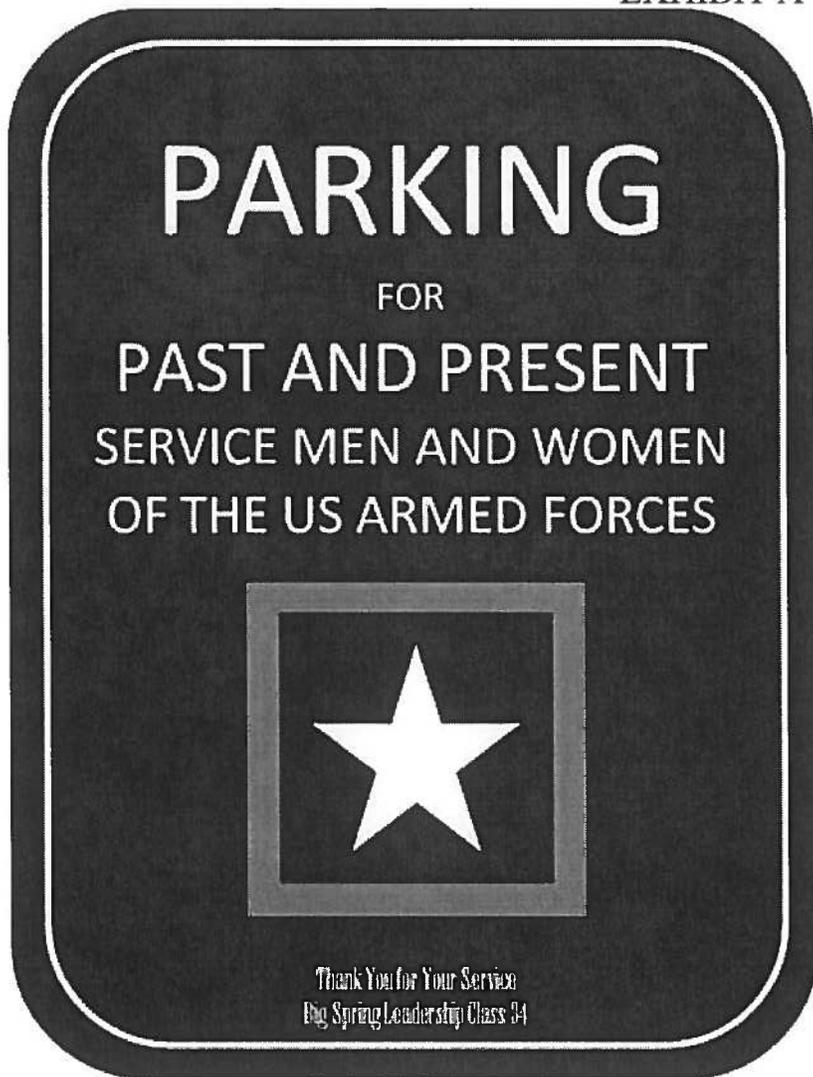
PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **23rd** day of **February, 2016**, with all members present voting “aye” for the passage of the same.

PASSED AND APPROVED on second and final reading at regular meeting of the City Council on the **8th** day of **March, 2016**, with all members present voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary





Memo

Meeting Date: March 8, 2016

To: The Mayor and City Council

From: Roxanne Johnston, City Planner

Subject: Adoption of the City of Big Spring proposed 2030 Comprehensive Plan as a public policy guide

Purpose: Approval of this request will provide the Planning and Zoning Commission, City Council and City staff and stakeholders with a framework for future development through the Plan's public policy guidelines.

Contacts: Roxanne Johnston, City Planner 432-264-2319

Recommendation: Staff recommends approval of the 2030 Comprehensive Plan draft.

On March 1, 2016, the Planning and Zoning Commission voted unanimously to forward their recommendation of approval to the City Council.

In July of 2014, City Council approved the North Sector and Airport Sector maps, which are but two components of the overall Comprehensive Plan Future Land Use Plan map. Adoption of these maps enabled the Planning and Zoning Commission, City Council, and City staff to make informed land use decisions in these areas because those areas were expected to experience rapid development.

On February 4, 2016 the Comprehensive Plan Advisory Committee voted to approve the proposed 2030 Comprehensive Plan with minor edits. The North Sector and Airport Plan maps are included in the overall 2030 Comprehensive Plan (herein referred to as the Comp Plan) and will be collectively re-adopted.

The central topics within the proposed Comp Plan include updates, each of which address a full range of subtopics, are listed below:

- History of how the community began and grew into what it is today.
- Future land use;
- Transportation; including a map relating to a master roadway plan,
- Livability,
- Downtown development;
- Parks & recreation, and,
- Implementation of the Plan

In evaluating prospective zoning cases, Staff will be able to advise zoning applicants as to the feasibility of their request by examining the Future Land Use Map (FLUP) before doing research on the tract in question and an assessment of the area. If the zone change request does not align with the Future Land Use Map (FLUP), then Staff will not be able to recommend the zone change to the Planning and Zoning Commission nor to City Council. Adhering to the Future Land Use Map will ensure the future land use developments will be in harmony.

The Comp Plan will be invaluable to potential developers as they will have a visual by examining the FLUP and Transportation maps to determine where they may wish to develop and also examine area development trends as part of their due diligence processes.

In addition to serving as a land use guide, the Comp Plan will also serve as a public policy guide. The Comp Plan draft explains this in its introduction under "*What is the Purpose of the Comprehensive Plan*":

"As a public policy guide, the 2030 Comprehensive Plan's primary function and objectives are to accomplish the following:

- Efficient delivery of public services;
- Coordination of public and private investment;
- Minimization of potential land use conflicts;
- Management of growth in an orderly manner;
- Cost-effective public investments; and
- A rational and reasonable basis for making decisions about the community."

Lastly, the Comp Plan will assist Staff and decision makers alike as a public policy guide because it outlines who is responsible to carry out directives within the Plan itself through its Implementation section. This is important, for example, when staff list department goals in the City's annual budget or when the City considers future investments.

Attachments: 2030 Comprehensive Plan draft

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, SUPPORTING THE CITY OF BIG SPRING 2030 COMPREHENSIVE PLAN.

WHEREAS, a comprehensive plan is an essential tool in promoting and developing municipalities and promoting public health, safety, and welfare; and

WHEREAS, the previous Comprehensive Plan was supported by Resolution No. 2-96; and

WHEREAS, the new 2030 Comprehensive Plan has been formulated through the participation of a Comprehensive Plan Committee;

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 hereby supports adoption of the 2030 Comprehensive Plan to replace the previously adopted Comprehensive Plan supported by Resolution No. 2-96.

SECTION 2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 8th day of March, 2016, with all members present voting “aye” for the passage of the same.

PASSED AND APPROVED on second and final reading at regular meeting of the City Council on the 22nd day of March, 2016, with all members present voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary



Interoffice Memo

To: Mayor and Council

From: Johnny Womack, Public Works Director

A handwritten signature in blue ink, appearing to be "JW", is positioned to the right of the "From:" line.

Date: March 3, 2016

Subject: Economic Development Grants

I am respectfully requesting permission to search and apply for any grants that would help promote new or improved infrastructure, such as transportation and water and sewer lines, in the City of Big Spring. These grants may include, but would not be limited to, Tiger grants, Fast Lane grants and EDA grants.

The Council will be updated as we apply for grants. The Council would still have to agree and accept any and all grants by majority vote.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 043-2015 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016 BY INCREASING THE AIRPARK FUND BUDGET FOR THE ADDITIONAL COSTS OF AN ATV MAINTENANCE VEHICLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2015-16 budget for the City of Big Spring, Texas on September 21, 2015; and

WHEREAS funding for purchase of an ATV Maintenance Vehicle was more than the budgeted amount of \$10,000 and such purchase is necessary for the efficient operation of the McMahan Wrinkle Airport and Industrial Park.

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

SECTION 1. The Airpark Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2015 and ending September 30, 2016 is hereby increased by the amount of \$7,000.00 to account number 410-021-610-6311 for the purpose of additional costs and upgrades for the ATV Maintenance Vehicle. This increase will be funded through existing fund balance.

SECTION 2. The remaining portions of Ordinance Number 043-2015 shall remain in full force and effect.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 5. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 8th day of **March, 2016** with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the 22nd day of **March, 2016** with all members of the Council voting “aye” for the passage of same.

CITY OF BIG SPRING

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING TEXAS, APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS WEST TEXAS CITIES STEERING COMMITTEE (“WTX CITIES”) AND ATMOS ENERGY CORP., WEST TEXAS DIVISION REGARDING THE COMPANY’S 2015 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE WTX CITIES’ LEGAL COUNSEL; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Big Spring, Texas (“City”) is a gas utility customer of Atmos Energy Corp., West Texas Division (“Atmos West Texas” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos West Texas; and

WHEREAS, the City is a member of the West Texas Cities Steering Committee (“WTX Cities”), a coalition of similarly-situated cities served by Atmos West Texas that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos West Texas service area; and

WHEREAS, pursuant to the terms of the agreement settling the Company’s 2013 Statement of Intent to increase rates, WTX Cities and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by WTX Cities as a substitute to the current Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the WTX Cities based on the system-

wide cost of serving the West Texas Division, which includes the Amarillo, Lubbock, and WTX Cities rate jurisdictions; and

WHEREAS, the City passed an ordinance renewing the RRM tariff process for the City to govern rate setting in 2015 and beyond; and

WHEREAS, the RRM tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM applications; and

WHEREAS, on or about December 1, 2015, the Company filed with the City its first annual RRM filing under the renewed RRM tariff, requesting to increase natural gas base rates system-wide by \$9.6 million, and for WTX Cities by \$4.2 million; and

WHEREAS, WTX Cities coordinated its review of Atmos West Texas' RRM filing through attorneys and consultants used in prior RRM cases, who prepared a report recommending \$1.66 million in adjustments; and

WHEREAS, the Company reached agreement with WTX Cities to adjust its \$4.2 million request by \$1 million; and

WHEREAS, the Executive Committee, as well as WTX Cities' counsel and consultants, recommend that WTX Cities approve the attached rate tariffs ("Attachment A" to this Resolution), which will increase the Company's revenues by \$3.2 million; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by WTX Cities and are just, reasonable, and in the public interest;

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

SECTION 1. The findings set forth in this Resolution are hereby in all things approved.

SECTION 2. The City Council finds the existing rates for natural gas service provided by Atmos West Texas are unreasonable, and new tariffs that are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.

SECTION 3. Atmos West Texas shall reimburse the reasonable ratemaking expenses of the WTX Cities in processing the Company's RRM application.

SECTION 4. To the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

SECTION 5. The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 6. If any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 7. Consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after March 15, 2016.

SECTION 8. A copy of this Resolution shall be sent to Atmos West Texas, care of Becky Palmer, Vice President of Rates and Regulatory Affairs West Texas Division, Atmos Energy Corporation, P.O. Box 1121, Lubbock, Texas 79408-1121, and to Geoffrey Gay, General Counsel to WTX Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

SECTION 9. 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 Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on an emergency reading at a regular meeting of the City Council on the 8th day of March, 2016, with all members present voting “aye” for the passage of the same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

APPROVED AS TO FORM:

Kaye Edwards, City Attorney

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	RESIDENTIAL GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 03/15/2016	

Availability

This schedule is applicable to general use by Residential customers for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 16.00
Consumption Charge	\$ 0.16331 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	COMMERCIAL GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 03/15/2016	

Availability

This schedule is applicable to Commercial customers, including hospitals and churches, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 40.75
Consumption Charge	\$ 0.12253 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	INDUSTRIAL GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 03/15/2016	

Availability

This schedule is applicable to the sales to any industrial or commercial customer whose predominant use of natural gas is other than space heating, cooking, water heating or other similar type uses. Service under this schedule is available to eligible customers following execution of a contract specifying the maximum hourly load. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 364.00
Consumption Charge	\$ 0.08654 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	PUBLIC AUTHORITY GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 03/15/2016	

Availability

This schedule is applicable to general use by Public Authority type customers, including public schools, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 116.00
Consumption Charge	\$ 0.10770 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	TRANSPORTATION SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 03/15/2016	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., West Texas Division Distribution System for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility with an estimated annual usage greater than 100,000 Ccf per meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and Ccf charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 364.00 per month
Consumption Charge	\$ 0.08654 per Ccf

Upstream Transportation Cost Recovery: The customer is responsible for all upstream transportation costs.

Retention Adjustment: Plus a quantity of gas equal to the Company's most recently calculated financial L&U percentage for the twelve months ended September multiplied by the gas received into Atmos Energy Corporation's West Texas Division for transportation to the customer.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

The West Texas Division Rider RRM applies to this schedule.

Conversions: Units may be converted from Ccf to Mcf or Mmbtu as necessary to comply with the underlying transportation agreement.

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	TRANSPORTATION SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 03/15/2016	

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company a monthly imbalance fee at the end of each month as defined in the applicable Transportation Agreement,

Curtailed Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha".

Replacement Index

In the event the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive transportation service under this tariff, customer must have the type of meter, instrumentation, and communication required by Company. Customer must pay Company all costs associated with the acquisition and installation of the required equipment.

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease ("Third Amendment") is entered into this ____ day of _____, 2016, by and between THE CITY OF BIG SPRING, TEXAS, a municipal corporation ("Landlord") and MUNICIPAL CORRECTIONS FINANCE, L.P., a Delaware limited partnership ("Tenant").

RECITALS

A. Landlord and Ed Davenport (the "Original Tenant") previously entered into a certain Lease Agreement - Interstate Unit dated July 1, 1996, covering Lot 1, Block 1, Mid-Tex Subdivision, Big Spring, Howard County, Texas (the "Lease").

B. Pursuant to the terms and provisions of an Assignment and Assumption of Leases dated July 1, 1996, Original Tenant assigned the Lease to Cornell Corrections of Texas, Inc., a Delaware corporation ("Cornell").

C. The Lease was previously amended by Amendment and Addendum to Multiple Lease Agreements and Operating Agreement relating to Big Spring Correctional Center executed by Landlord and Cornell dated June 22, 1999 ("First Amendment") and by an Amendment to Lease executed by Landlord and Cornell dated August 14, 2001 ("Second Amendment") (the First Amendment and the Second Amendment are together herein referred to as "Previous Amendments").

D. Pursuant to an Assignment and Assumption of Leases dated August 14, 2001, Cornell assigned to Tenant all of Cornell's right, title and interest in the Lease, as amended by Previous Amendments, but Cornell remained fully liable for each and every obligation and liability under the Lease, as amended by the Previous Amendments.

E. Landlord and Tenant wish to modify the Lease and the Previous Amendments in certain respects, all as set forth in this Third Amendment, and Landlord and Cornell wish to confirm that Cornell shall remain fully liable for each and every obligation and liability under the Lease, as amended by the Previous Amendments and this Third Amendment.

NOW, THEREFORE, in consideration of their mutual promises, Landlord and Tenant agree as follows:

1. Construction. This Third Amendment shall be construed in conjunction with the Lease, as amended by the Previous Amendments and, except as amended hereby, all the terms, covenants, and conditions of the Lease, as amended by the Previous Amendments, shall remain in full force and effect and are hereby ratified and confirmed.

2. Defined Terms. All terms used herein shall have the meanings ascribed to them in the Lease, as amended, unless otherwise defined herein. In addition, in certain instances in the Lease and Previous Amendments Landlord is referred to as Lessor and Tenant is referred to as Lessee. In those instances, Lessor shall be deemed to, in all instances, refer to Landlord and Lessee shall be deemed to, in all instances, refer to Tenant.

3. Lease Term. The term of the Lease is hereby extended to March 31, 2017. In addition to the options to extend currently existing in the Lease, as amended by the Previous Amendments, which options to extend shall remain in full force and effect, Landlord hereby grants the Tenant the right and option to extend the term of the Lease for two (2) successive periods of ninety (90) days. Tenant shall exercise its option to extend the term by giving Landlord at least thirty (30) days' written notice prior to the expiration of the then current Lease term. Each extended term shall be on the same terms, conditions and covenants that were in effect during the term that has just ended.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Third Amendment as of the date first above written.

LANDLORD:

TENANT:

THE CITY OF BIG SPRING, TEXAS, a
municipal corporation

MUNICIPAL CORRECTIONS FINANCE,
L.P., a Delaware limited partnership

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

CONSENT OF ORIGINAL TENANT

The undersigned, Cornell Corrections of Texas, Inc., a Delaware corporation, the Assignee of the Original Tenant under the Lease identified in the Third Amendment to which this Consent is attached (all terms used herein shall have the meanings ascribed to them in the Third Amendment), hereby consents to the Third Amendment and hereby agrees that the undersigned, as Assignee of the Original Tenant, shall be:

1. bound by the terms of the Third Amendment; and
2. liable for each and every obligation and liability under the Lease, as amended by the Previous Amendments and the Third Amendment, including all obligations and liabilities under the Lease, as amended by the Previous Amendments and the Third Amendment, which accrue during the existing Lease term and any extended Lease term in the event Tenant exercises any of its extension options.

CORNELL CORRECTIONS OF TEXAS,
INC, a Delaware corporation

By: _____
Name: _____
Its: _____

ASSUMPTION OF INDUSTRIAL PARK LEASE

This Assumption of Industrial Park Lease (“Assumption”), dated March ____, 2016 (the “Effective Date”), is by and between the **City of Big Spring, Texas**, a Texas home-rule municipality (the “City”), and **Big Spring Rail System, Inc.**, a Texas corporation.

WHEREAS, the City and Transport Handling Specialists, Inc. entered into an Industrial Airpark Lease effective as of October 1, 2011, covering certain land and improvements located at the Big Spring Airport and Industrial Park, (“Agreement”), which was amended on February 4, 2014 (“First Amendment”) hereinafter collectively referred to as (the “Lease”); and

WHEREAS, pursuant to Article 15 of the Lease, the City agreed to allow assignment to Big Spring Rail System, Inc. for the purpose of investing the necessary authority and control into an entity having the proper authority from the Surface Transportation Board to operate the railroad; and

WHEREAS, Transport Handling Specialists, Inc., in a Memorandum of Record dated January 5, 2015, attached hereto as Exhibit A, effected assignment of all of the right, title, interest, duties, and obligations of the Lease to Big Spring Rail System, Inc.; and

WHEREAS, the City hereby consents to Big Spring Rail System, Inc. assuming all of the right, title, interest, duties and obligations of Transport Handling Specialists, Inc. under the Lease;

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants of the parties contained herein, it is agreed as follows:

1. Assumption. Big Spring Rail System, Inc. unconditionally assumes all of the right, title, duties, interest, liabilities and obligations of Transport Handling Specialists, Inc., its predecessor in interest, as set forth in the Lease. Big Spring Rail System, Inc. agrees to abide by all of the terms and conditions set forth in the Lease.
2. Covenants of Cooperation. Each party agrees to take such further or additional action and execute and deliver to the other parties such further or additional instruments, agreements, or other documents as shall be reasonably requested by the other parties in order to complete, assure and/or evidence, or more fully complete, assure and/or evidence, the transactions contemplated or described herein, or to grant, secure and/or confirm, or more fully grant, secure and/or confirm, the rights and benefits intended to be conferred on each party by the transactions contemplated or described in this Assumption.
3. Governing Law. This Assumption shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of laws rules. Venue for any cause of action arising under this Assumption shall be in Howard County, Texas.

4. Counterparts; Facsimile Execution. This Assumption may be executed in one or more counterparts (including by facsimile or by electronic copy or transmission), each of which will be the binding agreement of the executing party and which, when taken together, shall be deemed to be one and the same instrument.

6. Successors and Assigns. This Assumption shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assumption of Industrial Park Lease as of the day and year first above written.

CITY OF BIG SPRING, TEXAS

Todd Darden, City Manager

ATTEST:

Tami Davis, Assistant City Secretary

BIG SPRING RAIL SYSTEMS, INC.
A Texas Corporation

Baxter D. Wellmon
Chairman, Board of Directors

ATTEST:

Thomas F. Erickson, Jr.
Member, Board of Directors

THS

Transport Handling Specialists, Inc.
Specializing in Railroad Solutions

MEMORANDUM OF RECORD

January 5, 2015

In accordance with the terms of Article 15 of the Industrial Park Lease effective on October 1, 2012, between the City of Big Spring and Transport Handling Specialists, Inc. (THS), whereby THS is granted the authority to assign its rights under said Lease to "a wholly-owned operating company named Big Spring Rail System, Inc.," THS hereby effects such assignment of rights, as resolved and certified by unanimous vote of the Board of Directors of THS on this date.

ATTESTED TO BY



Baxter D. Wellmon
Chairman, Board of Directors

**SECOND AMENDMENT TO THE INDUSTRIAL PARK LEASE
BETWEEN THE CITY OF BIG SPRING AND
BIG SPRING RAIL SYSTEM, INC.**

This Second Amendment to the Industrial Park Lease Between the City of Big Spring and Big Spring Rail System, Inc. (“Amendment”) is made and entered into as of the last date of execution below, (the “Effective Date”), by and between the City of Big Spring, a Texas home-rule municipal corporation with its principal address at 310 Nolan St., Big Spring, Texas 79720 (“Lessor”), and Big Spring Rail System, Inc., a Texas corporation with its principal address at 1554 Paoli Pike, #179, West Chester, PA 19380 (“Lessee”).

WHEREAS, Lessor and Transport Handling Specialists, Inc. entered into that certain Industrial Park Lease effective as of October 1, 2011, covering certain land and improvements located at the Big Spring Airport and Industrial Park, (“Agreement”), which was amended on February 4, 2014 (“First Amendment”) hereinafter collectively referred to as (the “Lease”); and

WHEREAS, the Lease was assigned to Big Spring Rail System, Inc pursuant to a Memorandum of Record dated January 5, 2015 from Transport Handling Specialists, Inc. and an Assumption of Industrial Park Lease authorized by City of Big Spring City Council on March 8, 2016 as authorized by Article 15 of the Lease; and

WHEREAS, Lessor and Lessee mutually desire to enact changes, as set forth herein, the terms and conditions of the Lease as set forth below;

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend the Lease as follows:

1. **Article 1 Definitions** is amended by adding subsection (i) to read in its entirety as follows:
 - (i) Desert or Abandon shall mean to cease to operate rail services to any customers for three (3) months or removes all equipment and materials from the Premises.

2. **Article 2 Premises** is amended by amending subsection (d), by replacing subsection (e) in its entirety, and by adding a new subsections (f) - (i) to read as follows:
 - (d) Approximately seventeen acres of land and within the grounds of the Big Spring Airport, bordered and bisected by Easement “b” above, with a westerly border of First Avenue, a northerly border of Bell Street and Bethel Drive and a lease to John Crane Production Solutions, Inc. (formerly Fiberflex Industries), an easterly border of the Airport’s eastern boundary, and a southerly boundary of the aforementioned Easement “b” and a line north of an access road to buildings on Warehouse Avenue, as depicted in Exhibit F and fully described in Exhibit E, for the construction of a yard or yards for the storage facility of railway cars or the transloading of bulk commodities between railway cars and trucks or storage facilities. **Exceptions.** Lessee agrees to honor the rights of public access on

Bethel Road and the portion of the former extension of stubb tract depicted in Exhibit F. Lessee further agrees to not disturb any existing utility infrastructure or equipment upon, over, or under the Premises including those depicted in Exhibit G.

- (e) Eight (8) perpetual railway easements in accordance with track extensions constructed or contemplated to be constructed in the McMahan-Wrinkle Airport and Industrial Park (“Airpark”), as follows:
 - (1) Easement for a single track across Bethel Drive as annotated with a red line on Sheet 5 of Bartlett & West Phase 2 design dated 7/07/2014, made Exhibit I to this Lease;
 - (2) Easement with boundaries annotated in black lines and area highlighted in yellow shading on Exhibit I, bounded on the southeast by the right-of-way of Bethel Drive, bounded on the southwest by the right-of-way of Bell Street, and bounded on the north and northeast by leaseholds currently occupied by the Prime Eco Group and Fort Worth Pipe Services;
 - (3) Easement for a single track across Bell Street as annotated with a red line on Sheet 6 of Bartlett & West Phase 2 design dated 7/07/2014, made Exhibit J to this Lease;
 - (4) Easement with boundaries annotated in black lines and area highlighted in yellow shading on Exhibit J, bounded on the east by the right-of-way of Bell Street, bounded on the south by an imaginary line thirty (30) feet south of the centerline of the main track shown on Exhibit J, bounded on the west by the right-of-way of East Airport Drive, and bounded on the north by the right-of-way of Boeing Drive;
 - (5) Easement for a single track across East Airport Drive as annotated with a red line on Sheet 8 of Bartlett & West Phase 3 design dated 8/07/2015, made Exhibit K to this Lease.
 - (6) Easement with boundaries annotated in black lines and area highlighted in yellow shading on Exhibit J and also on Exhibits K, L, M, and N made from Sheets 8, 9, 10, and 11, respectively, of Bartlett & West Phase 3 design dated 8/07/2015, bounded on the east by East Airport Drive and a 2concrete pad initially constructed for parking airplanes known as the “Tarmac,” bounded on the west by, from north to south, the eastern edge of the Runway Protection Zone for Runway 17, an imaginary line five (5) feet east of an existing fence, and an imaginary line five (5) feet east of a proposed new fence, and bounded on the south by an imaginary line on a compass heading of North 55° East running from the proposed new fence to the Tarmac, such that said imaginary line intersects the proposed new track at Station 67+00 on Exhibit N;
 - (7) Easement with boundaries annotated in black lines partially shown and highlighted in yellow shading on Sheet 12 of Bartlett & West Phase 3 design dated 8/07/2015, made Exhibit O to this Lease, bounded on the west by an imaginary line five (5) feet east of the proposed new fence, bounded on the south by the right-of-way of Perimeter Road, bounded on the east by an imaginary line from the right-of-way of Perimeter Road

from coordinates Latitude 32°13'2.7"N, Longitude 101°30'30.3"W running on a compass heading of North 35° West to coordinates Latitude 32°13'6.3"N, Longitude 101°30'33.8"W at the southeast corner of the leasehold currently occupied by Fort Worth Pipe Services, and bounded on the north by an imaginary line from said southeast corner of the Fort Worth Pipe Services leasehold running on a compass heading of South 55° West along the edge of the Fort Worth Pipe Service leasehold and then Easement f(6) to a point five (5) feet east of the proposed new fence on the west side of the proposed new track near Station 67+00; and

- (8) Easement for a single track across Perimeter Road and extending south to the edge of the property of the Airpark, as annotated with a red line on Exhibit O.
- (f) Future alterations in the Premises, which can include either additions or reductions in the Premises, as effected under Article 10(e) and as currently contemplated in Exhibit P.
- (g) Easements for any track added since October 1, 2011 will extend fifty feet (50 ft.) on both sides of the centerline of the rail except where such width would encroach any road. This fifty-foot (50 ft.) easement is also designated for the portions of track already designed and funded but not yet built and any future alterations.
- (h) Additions to the existing track will be allowed in accordance with the attached Exhibits and with Article 10. Any changes to the track routing different from that depicted in the Exhibits and other situations detailed in Article 10 must be approved in writing by the City Manager or his designee.
- (i) Whenever track is added, Lessee will have a new map prepared and attached to this Lease within sixty (60) days of completion of track. Lessee will obtain and pay for preparation of map and metes and bounds descriptions for revised track map and exhibit for Lease.

3. **Article 5 Rent** is amended to read as follows:

Lessee shall report to Lessor, by the 15th day of each month, its Operating Revenue for the preceding month and shall pay to Lessor at Lessor's address hereinafter stated in the City of Big Spring, Howard County, Texas, also by the 15th day of each month and without invoicing from the City of Big Spring, rent in arrears for the preceding month's Operating Revenue, calculated as follows:

Operating Revenue			Rent Due
< \$100,000.00			\$5,000.00
\$100,000.01	To	\$150,000.00	\$5,500.00
\$150,000.01	To	\$200,000.00	\$6,000.00
\$200,000.01	To	\$250,000.00	\$7,000.00
\$250,000.01	To	\$300,000.00	\$7,500.00
\$300,000.01	To	\$350,000.00	\$8,250.00
\$350,000.01	To	\$400,000.00	\$8,750.00

\$400,000.01	To	\$449,999.99	\$9,000.00
>\$450,000.00			\$9,000.00 + 2.0% of the amount over \$450,000.00

In the event Lessee does not pay Lessor Rent within ten days after the applicable due date, then Lessee shall pay a Service Charge at the rate of one percent (1%) per month or fraction of a month on the balance of delinquent Rent. Lessor shall have the right, on seven (7) day's advance notice, to audit the records of Lessee as they pertain to Operating Revenue.

4. **Article 8 Maintenance** is hereby amended by amending subsections (a) and (d) and adding new subsections (g) and (h) to read as follows:
 - (a) In lieu of deposit, Lessee, at its sole cost and expense, throughout the term of the Lease and any renewal period, shall repair and maintain, to Class 1 standards, all track included or to be included in the definition of Premises in Article 2.
 - (d) Lessee agrees at its own cost and expense to maintain the leased Premises in good order and condition, including routine maintenance and upon termination of this Agreement to return said Premises in good order and condition. Routine maintenance includes mowing, weed eating, and other general maintenance of easements included or to be included in Premises.
 - (g) Road Crossing Maintenance. Lessor shall be responsible for road materials and corresponding labor and Lessee shall be responsible for all rail materials and corresponding labor required for road crossing maintenance. This excludes roads with which Lessor has a maintenance agreement with the Texas Department of Transportation. Lessee shall pay for any road or utility repairs directly caused by Lessee's operations.
 - (h) Signaling. Lessee is responsible for signaling in the manner required by applicable state or federal law.

5. **Article 10 Alterations** is amended by replacing subsections (b) through (f) to read as follows:
 - (b) Alterations of railroad tracks on Lessee's leased property (the 17 acres) and those alterations specifically described and depicted in Article 2 and Exhibits are allowed provided Lessor is given thirty (30) days advance written notice prior to the beginning of any substantial work. All track shall be built and maintained in accordance with Class 1 standards, and the alterations will not compromise the continuous connection between the Union Pacific Railroad and all track on the Premises. Notwithstanding the foregoing, Lessee must have plans approved by the

City Manager or his designee prior to construction of any portions of track that cross city roads, property leased to other tenants, or that will interfere with any existing utilities.

- (c) Any track additions or alterations not specifically described in Article 2 or any track additions or alterations funded by EDC or the City (including by rent abatement) must have specifications and plans approved in writing by the City Manager or his designee prior to commencement of work.
- (d) Lessor must obtain and Lessee must assist Lessor in obtaining easements from property owners for such portions of track Lessee constructs or has constructed on private property that will be an integral part of the Railroad Spur and/or its connection to the Union Pacific main line or that connect to the City's Railroad Spur.
- (e) In accordance with the evolution of railroad business in Big Spring Airport, the Premises may be altered by written amendment to this Agreement when executed by both Lessor and Lessee. For example, the parties may desire to adjust the Premises as specified in Article 2(f) in order to construct lead tracks to new industries.
- (f) Nothing in the foregoing shall restrict the parties from entering into separate agreements between the parties concerning the funding for and remuneration from activities other than those defined as Operating Revenue.

6. **Article 14 Renewal Option and Rental Adjustments** is amended and replaced in its entirety to read as follows:

At the termination of the initial term of this Lease, Lessee, if not in default hereunder, shall have and is hereby granted four (4) successive options to extend this Lease for a period of ten (10) years each upon the same terms and conditions as set forth in this Lease. Lessee may exercise the options granted herein by delivering a written election to exercise its option to Lessor at least sixty (60) days prior to the expiration of the initial term of the Lease or if the Lease is in an option year, sixty (60) days prior to the end of the option year. Should Lessee fail to deliver the required notice within the sixty (60) day period as required, then this Lease shall terminate.

7. **Article 26 Notices** shall be amended to reflect Lessee's contact and address information as:

Baxter Wellmon, Chairman, Board of Directors
Big Spring Rail System, Inc.
1554 Paoli Pike, #179
West Chester, PA 19380

- 8. **Successors and Assigns; Governing Law.** This Second Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed by Texas law.
- 9. **Counterparts.** This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.
- 10. **All Other Provisions.** Except as specifically amended hereby, all other provisions of the Lease shall continue in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Second Amendment to the Industrial Park Lease Between the City of Big Spring and Big Spring Rail System, Inc. to be effective as of the Effective Date.

Executed this _____ day of _____, 2016 by:

CITY OF BIG SPRING

Todd Darden, City Manager

ATTEST:

Tami Davis, Assistant City Secretary

Executed this _____ day of _____, 2016 by:

BIG SPRING RAIL SYSTEM, INC.

Baxter D. Wellmon
Chairman, Board of Directors

ATTEST:

Thomas F. Erickson, Jr.
Member, Board of Directors

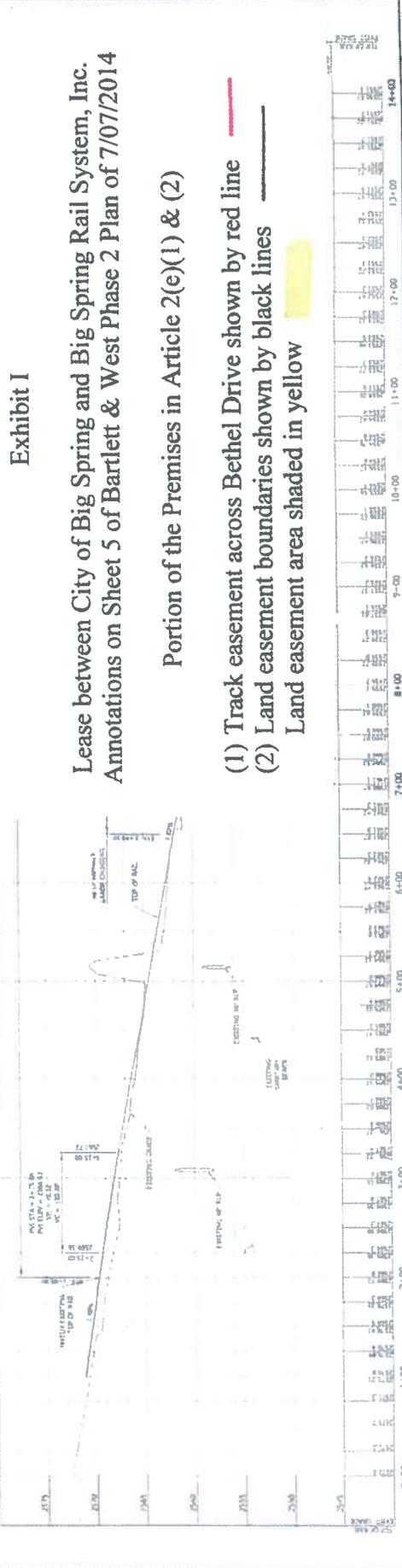
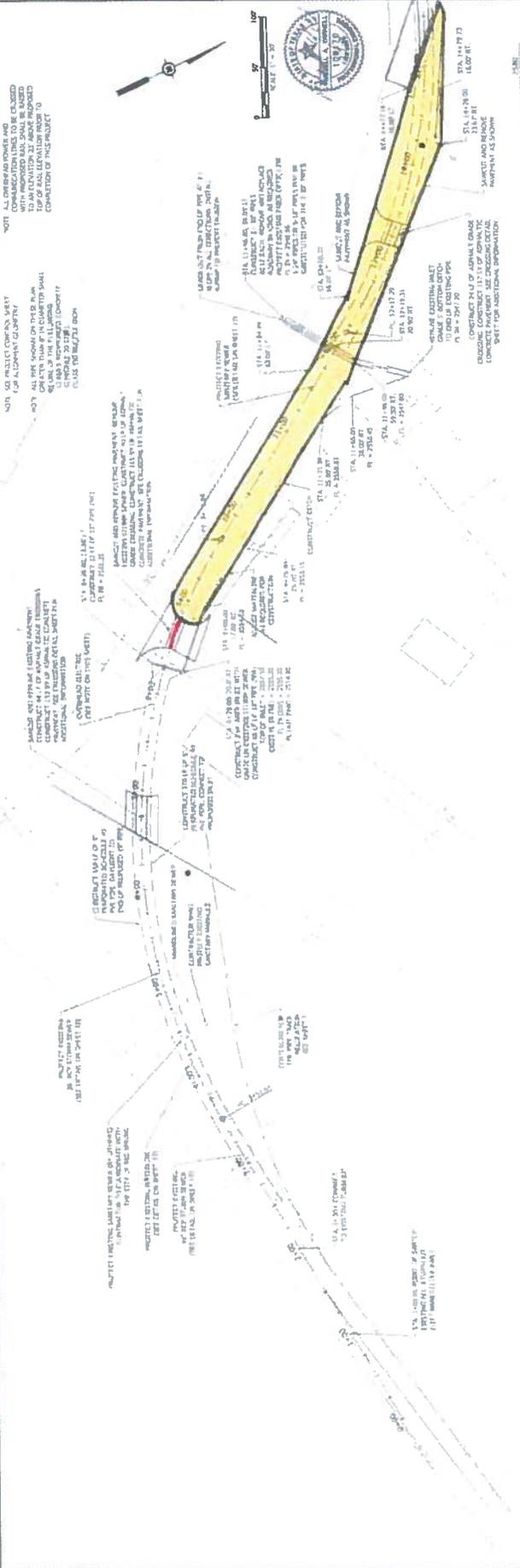


Exhibit I

Lease between City of Big Spring and Big Spring Rail System, Inc.
 Annotations on Sheet 5 of Bartlett & West Phase 2 Plan of 7/07/2014

Portion of the Premises in Article 2(e)(1) & (2)

- (1) Track easement across Bethel Drive shown by red line
- (2) Land easement boundaries shown by black lines
- Land easement area shaded in yellow

0+00	1+00	2+00	3+00	4+00	5+00	6+00	7+00	8+00	9+00	10+00	11+00	12+00	13+00	14+00
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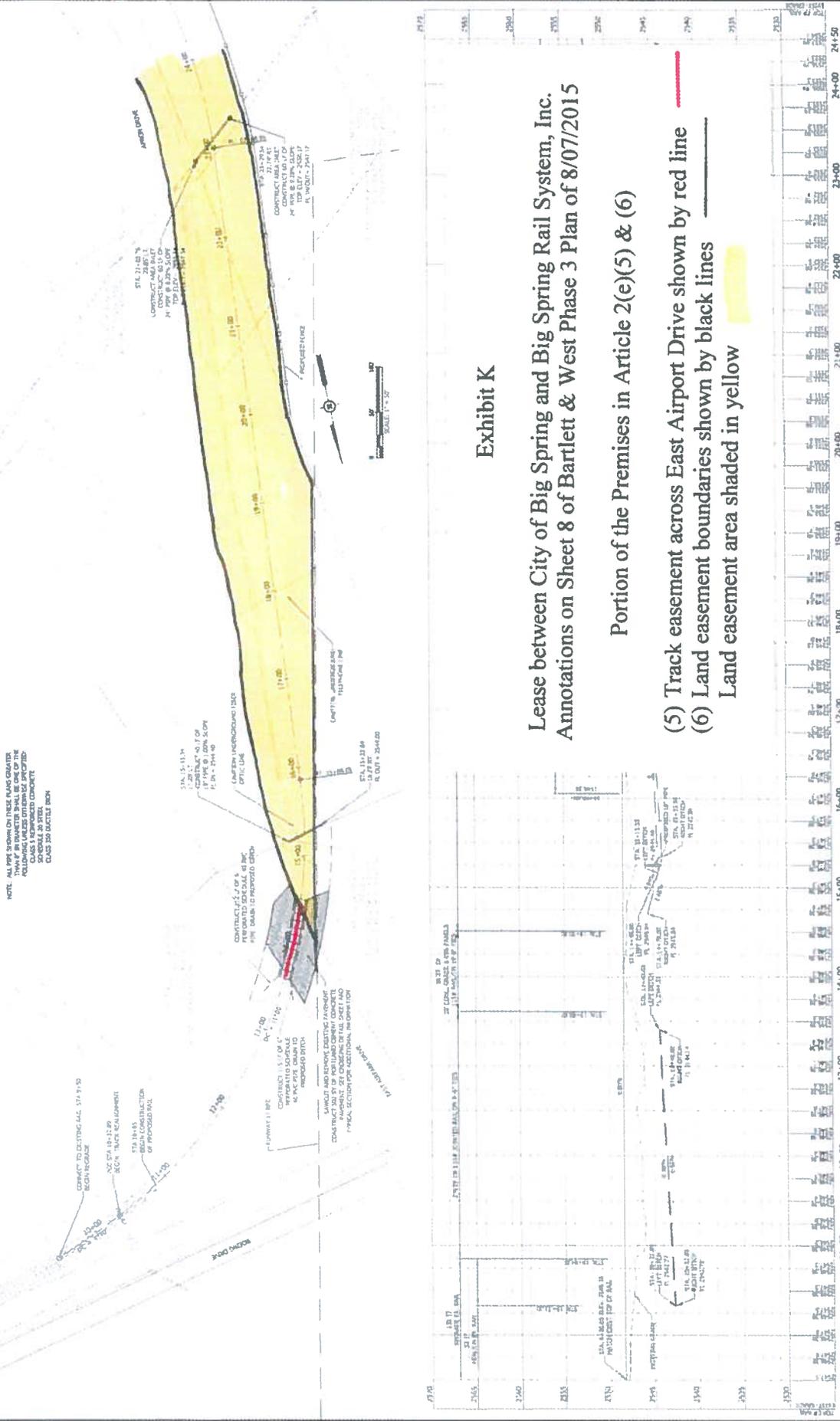
BARTLETT & WEST
AN EQUAL OPPORTUNITY FIRM

COLORADO

**AIRPARK LEAD TRACK EXPANSION
 PHASE 2
 BIG SPRING RAILROAD**

5

DATE: 03-08-2016
 SHEET NO.: 5 OF 13



NOTE: ALL PIPE SHOWN ON THESE PLANS GREATER THAN 12" DIA. SHALL BE 15' MIN. COVER UNLESS OTHERWISE SPECIFIED. CLASS 3 REINFORCED CONCRETE. CLASS 250 BACTITE BRICK.

Exhibit K

Lease between City of Big Spring and Big Spring Rail System, Inc.
 Annotations on Sheet 8 of Bartlett & West Phase 3 Plan of 8/07/2015

Portion of the Premises in Article 2(e)(5) & (6)

- (5) Track easement across East Airport Drive shown by red line
 - (6) Land easement boundaries shown by black lines
- Land easement area shaded in yellow

<p>BARTLETT & WEST <small>INCORPORATED IN TEXAS</small> 1400 W. BARTLETT STREET, SUITE 100, DALLAS, TEXAS 75207 PHONE: (214) 343-1111 FAX: (214) 343-1112 WWW.BARTLETTWEST.COM</p>	<p>AIRPARK LEAD TRACK EXPANSION PHASE 3 BIG SPRING RAILROAD</p>	<p>Professional Engineer State of Texas License No. 67721</p>	<p>AIRPARK LEAD TRACK PLAN AND PROFILE</p>
SHEET NO. 8 OF 11 DATE: 08/07/2015 DRAWING NO.	STATIONING: 9+50 TO 24+50 SCALE: 1" = 30'	PROJECT NO.	SHEET NO. 8 OF 11

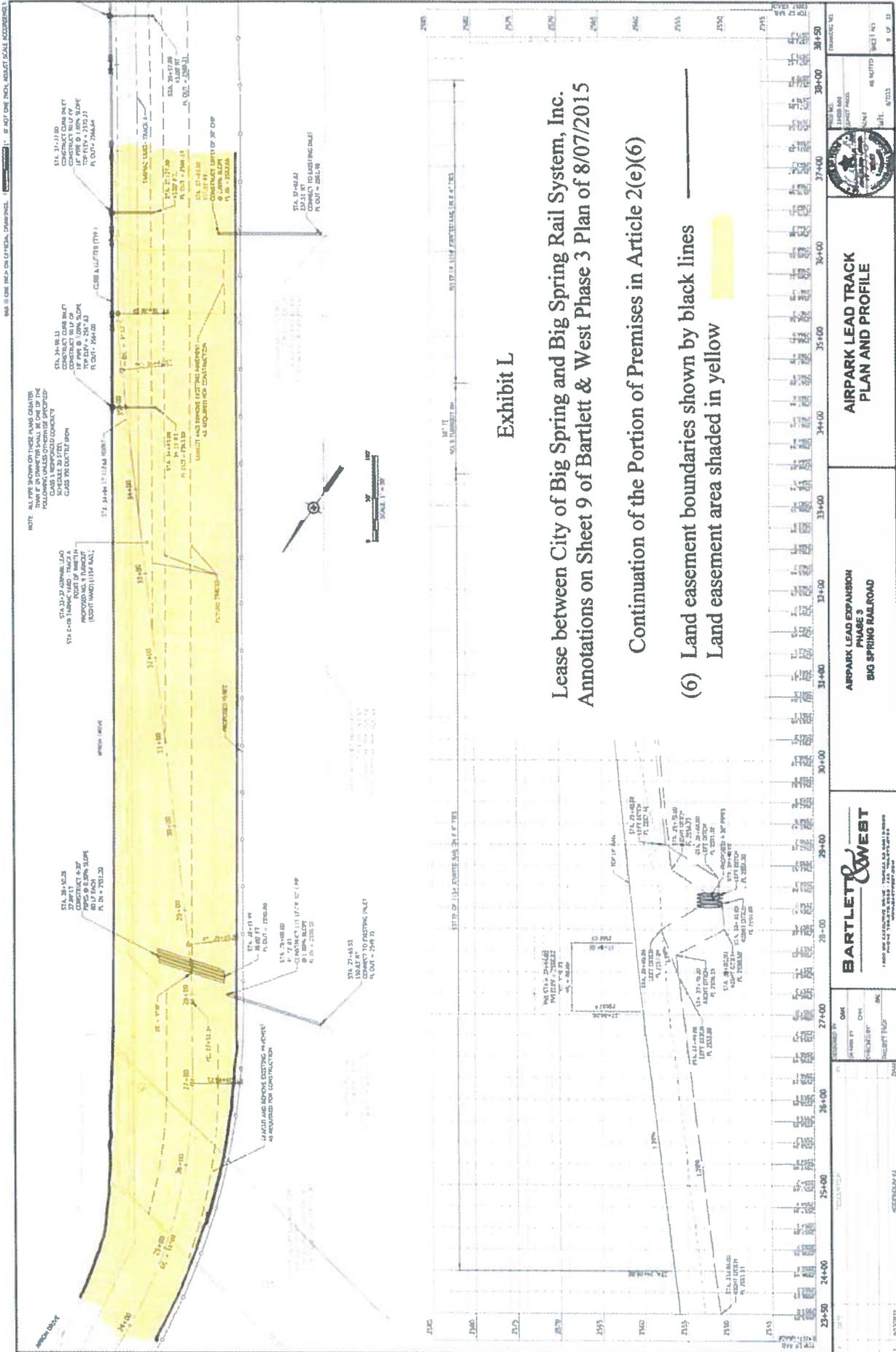


Exhibit L

Lease between City of Big Spring and Big Spring Rail System, Inc.
 Annotations on Sheet 9 of Bartlett & West Phase 3 Plan of 8/07/2015

Continuation of the Portion of Premises in Article 2(e)(6)

(6) Land easement boundaries shown by black lines
 Land easement area shaded in yellow

SEE SHEET 10 OF 11 FOR THE AIRPARK LEAD EXPANSION. IF NOT ONE SHOWN, ADJUST SCALE ACCORDINGLY.

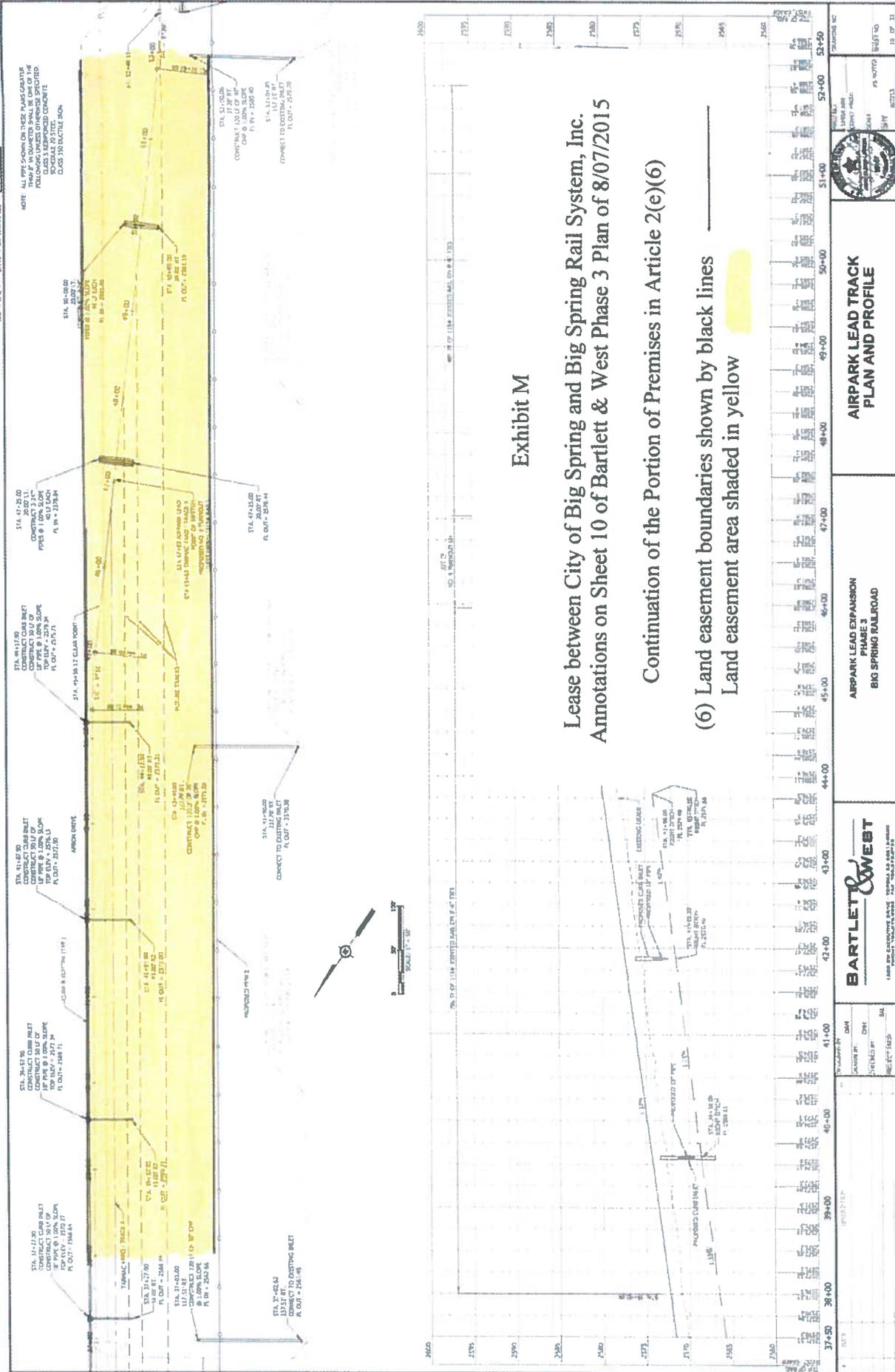


Exhibit M

Lease between City of Big Spring and Big Spring Rail System, Inc.
 Annotations on Sheet 10 of Bartlett & West Phase 3 Plan of 8/07/2015

Continuation of the Portion of Premises in Article 2(e)(6)

- (6) Land easement boundaries shown by black lines
- Land easement area shaded in yellow

<p>BARTLETT & WEST 10000 W. FARMERS ROAD, SUITE 100, MIDLAND, TX 79706 PHONE: (817) 434-1000 FAX: (817) 434-1001 WWW.BARTLETTANDWEST.COM</p>	<p>AIRPARK LEAD EXPANSION BIG SPRING RAILROAD</p>	<p>AIRPARK LEAD TRACK PLAN AND PROFILE</p>
<p>DATE: 08/07/15 DRAWN BY: JRM CHECKED BY: JRM PROJECT NO: 15-00000-03 SHEET NO: 10 OF 11</p>	<p>STATIONING: 37+50 38+00 39+00 40+00 41+00 42+00 43+00 44+00 45+00 46+00 47+00 48+00 49+00 50+00 51+00 52+00 52+50</p>	<p>SCALE: 1" = 40'</p>

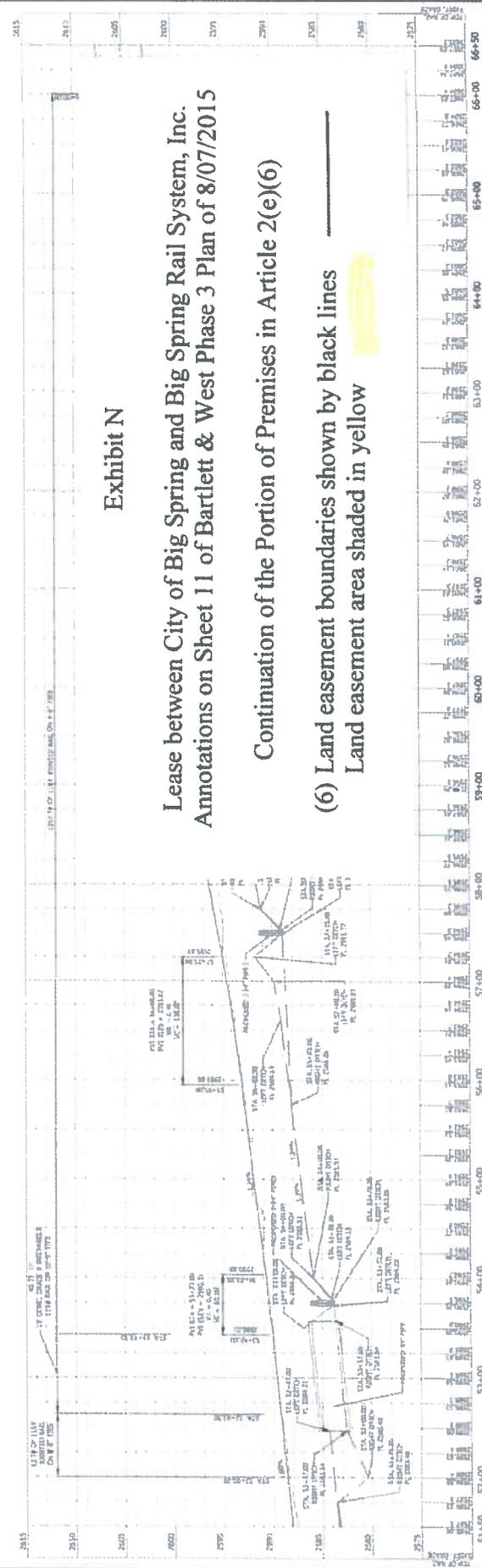
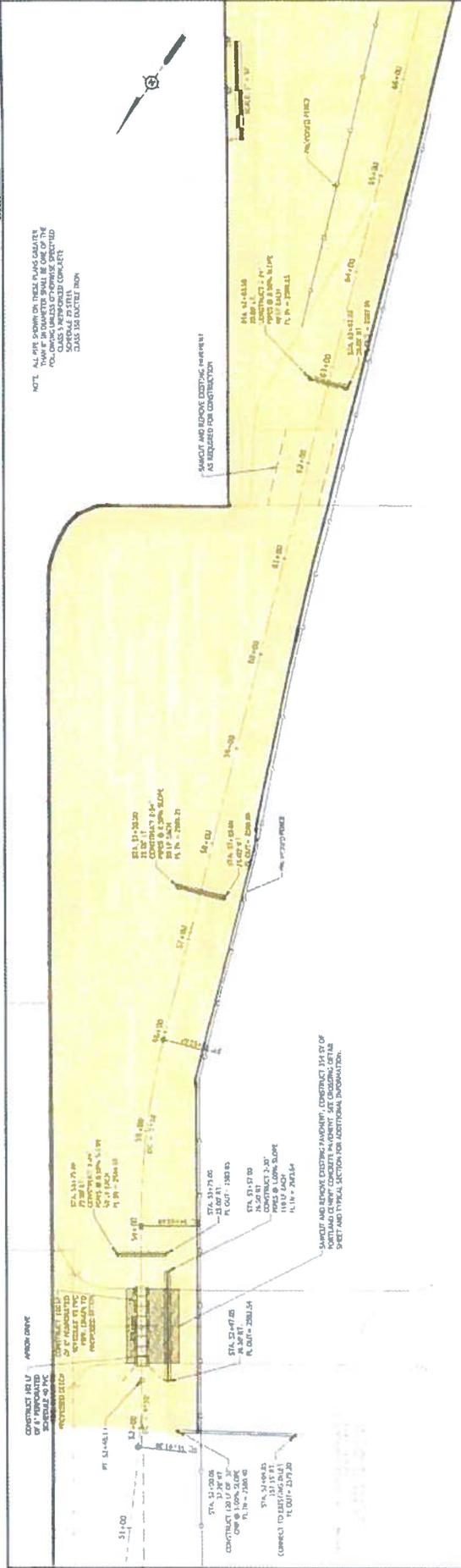


Exhibit N

Lease between City of Big Spring and Big Spring Rail System, Inc.
 Annotations on Sheet 11 of Bartlett & West Phase 3 Plan of 8/07/2015

Continuation of the Portion of Premises in Article 2(e)(6)

(6) Land easement boundaries shown by black lines
 Land easement area shaded in yellow

		AIRPARK LEAD TRACK EXPANSION PHASE 3 BIG SPRING RAILROAD			
PROJECT NO. SHEET NO. DATE	DRAWN BY CHECKED BY DATE	51+50 52+00 53+00 54+00 55+00 56+00 57+00 58+00 59+00 60+00 61+00 62+00 63+00 64+00 64+50	51+50 52+00 53+00 54+00 55+00 56+00 57+00 58+00 59+00 60+00 61+00 62+00 63+00 64+00 64+50	64+50 65+00 66+00	64+50 65+00 66+00



Exhibit P

**Lease between City of Big Spring and Big Spring Rail System, Inc.
Annotations on Bartlett & West Conceptual Drawing of Future Airpark Lead Track**

Continuation of the Portion of Premises in Article 2(f)

Potential future railroad right-of-way through Airpark shaded in pink

FUTURE AIRPARK LEAD TRACK

**Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, January 19, 2016, 5:15 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas**

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Tuesday, January 19, 2016 in the offices of the Big Spring Economic Development Corporation. The following notice was sent on January 15, 2016 to all Directors, the news media, and duly posted on January 15, 2016, by Teresa Darden in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the inside and outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday, January 19, 2016, 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is: Action on Minutes of the December 15, 2015 Regular Meeting, Action to Approve December Financials Report, Presentation of Airpark/Industrial Park Marketing Initiative created by Bartlett and West, Directors Report, Executive Session, Action as a Result of Executive Session, Public Comment, Board Comment, and Adjourn".

Directors Present:

Mr. Terry Hansen- President
Mrs. Nadine Reyes- Secretary/Treasurer
Mrs. Kay McDaniel
Mr. Bobby McDonald

Directors Absent:

Mr. Bob Price- Vice President

Staff Present:

Mr. Terry Wegman
Mrs. Teresa Darden

Guests that signed in: Jim DePauw, Drew Mouton

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

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

ACTION ITEM #2- Action to Approve December 15, 2015 Regular Meeting Minutes:

Mr. Hansen presented the Minutes. Motion to accept the Minutes was made by Mrs. McDaniel, seconded by Mrs. Reyes. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #3- Action to Approve December Financials:

Mrs. Reyes presented the Financials. Motion to approve the Financials was made by Mrs. Reyes seconded by Mrs. McDaniel. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #4- Presentation of Airpark/Industrial Park Marketing Initiative created by Bartlett and West:

Mr. Wegman presented the marketing initiative for the McMahon/Wrinkle Airpark and Industrial Park. This marketing piece will be used at Trade Shows as well as on the EDC website.

ACTION ITEM #5- Directors Report:

Mr. Wegman updated the Board on several projects including: Phase III of rail construction update: Responding to FAA questions and may possibly meet with Ft. Worth FAA soon. IMS Worldwide should be wrapping up within the next month. Gunsight Mountain is wrapping up

construction with completion being within the 1st quarter. Mr. Wegman updated the Board on site visits from an emulsion company, a chemical manufacturing company and a site visit the week of the 25th with a distributor for a chemical product. Mr. Wegman updated on DEF Manufacturers and that they are moving along with purchase of the property and the rail design company has been obtained. The EDC has received 2 bids for roof repairs and is waiting on the 3rd bid. Mr. Wegman updated the Board on past and upcoming meetings to include: Southwestern Rail Conference Feb 21-22nd, Permian Rail Park Opening Feb 18th, TEDC Feb 24-26th, Chamber Banquet Feb. 16th and next Board meeting February 16th

AGENDA ITEM #6- Executive Session in accordance with Texas Government Code, Section 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING. A governmental body may not conduct a private consultation with its attorney except: (1) when the governmental body seeks the advice of its attorney about: (A) pending or contemplated litigation; or (B) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

- Desert Tanks

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.

- City of Big Spring

Also; 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).

- Greystone Brokerage & Development/Texas Healthcare Holding II, LLC

Mr. Hansen adjourned the Board of Directors into Executive Session @ 5:39 pm., January 19, 2016

Mr. Hansen called the Executive Session to order at 5:39 pm., January 19, 2016

Mr. Hansen adjourned out of executive session at 6:29 pm., January 19, 2016

Mr. Hansen reconvened into open session at 6:30 pm, January 19, 2016

AGENDA ITEM #7- Action as a Result of Executive Session:

- Desert Tanks:
Motion to instruct legal counsel Mouton and Mouton to file suit against all parties against who the EDC may have a claim related to the Desert Tanks loan and security interests was made by Mr. Hansen, seconded by Mrs. McDaniel.
The motion passed 4 to 0 with all members present voting “aye” in favor of the motion.
- City of Big Spring:
Motion to approve the Executive Director to enter into negotiations with the City of Big Spring to transfer (deed) the property located at 1501 W 11th Place known as the Malone and Hogan Clinic to the Big Spring Economic Development Corporation was made by Mrs. McDaniel, seconded by Mrs.

Reyes. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

- Greystone Brokerage & Development/Texas Healthcare Holding II, LLC: Motion to approve the Executive Director to enter into negotiations for the sale of the property located at 1501 W 11th Place Big Spring, Texas to Texas Healthcare Holdings II, LLC was made by Mrs. McDaniel and seconded by Mrs. Reyes. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

Motion to approve the Executive Director to enter into negotiations with Texas Healthcare Holdings II, LLC to structure a performance agreement between Texas Healthcare Holdings II, LLC and Big Spring Economic Development Corporation for the renovation and redevelopment of the Malone and Hogan Clinic located at 1501 W 11th Place, Big Spring was made by Mrs. McDaniel, seconded by Mr. McDonald. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #8- Resolution to Designate Section 1, BLK 33 1S for Economic Development Purposes:

Motion to designate Section 1, BLK 33 1S for economic development purposes was made by Mrs. McDaniel, seconded by Mrs. Reyes. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #9- Public Comments:

Mr. Jim DePauw commented that the actions as a result of executive session are very positive for the community, giving it great diversification.

AGENDA ITEM #10- Board Comments:

Mr. McDonald stated that the SWR (Southwest Rail) conference is a good conference to attend to open doors. Mr. Hansen commented that the EDC has the best interest of the community at heart.

AGENDA ITEM # 11- Adjourn:

Mrs. McDaniel made a motion to adjourn, seconded by Mr. McDonald
The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.
Meeting adjourned at 6:40 pm on January 19, 2016


Mr. Terry Hansen, President

ATTEST:


Mr. Bob Price, Vice President