



CITY OF
Big Spring

CITY COUNCIL AGENDA

Tuesday, March 24, 2015

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, March 24, 2015, at 5:30 p.m. in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

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

As a courtesy to those in attendance, please place your cell phone on “Silent” or “Vibrate.”

Please, no talking during the meeting, take any conversations outside, so others can hear.

Thank You!

1. Invocation & Pledge of Allegiance to the United States Flag and to the Texas State Flag McLellan

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

Announcements & Public Hearings

2. Proclamation Declaring March 2015 as “American Red Cross Month” McLellan

Disposition of Minutes

3. Approval of the Minutes of the Regular Meeting of March 10, 2015 5-10 Davis

Consent Items

4. Final Reading of a Resolution Inviting the United States Army Special Operations Command (USASOC) to Conduct a Large Scale 11 Edwards

Military Training Exercise Called “JADE HELM 15” in Big Spring, Howard County, Texas from July 15, 2015 Through September 15, 2015; and Providing an Effective Date

- | | | | |
|----|--|-------|----------|
| 5. | Final Reading of an Ordinance Declaring the Unopposed Candidates in the May 9, 2015 General Election for City Council Member District 4 and for City Council Member District 6 as Elected to Office; Canceling the General Election for City Council Position for City Council Member District 4 and for City Council Member District 6; and Providing an Effective Date | 12-14 | Moore |
| 6. | Final Reading of a Resolution Authorizing the Issuance of Specific Use Permit (SUP15-01) Without Term to Jimmy and Debra Cook Permitting Construction of a Thirty (30) Foot by Twenty-Four (24) Square Foot Accessory Building Without a Primary Structure in a Single-Family (SF-2) Dwelling District on Block 6, Lot 13 in the Replat of Wasson Place Subdivision; and Providing an Effective Date | 15-17 | Johnston |
| 7. | Final Reading of an Ordinance Approving a Final Plat on an Approximately 4.99 Acre Tract Located West of the Intersection of San Antonio Street and North 11 th Street, More Specifically, This Property Occupies an Approximate 4.99 Acre Tract Out of Section 26, Block 33, T-1-N T&P R.R.Co. Survey in East Big Spring, Howard County Texas; Providing for Severability; Providing for Publication; and Providing an Effective Date | 18-21 | Johnston |
| 8. | Final Reading of an Ordinance Amending Chapter 6 Entitled “Cemetery, Parks and Recreation” in Order to Re-Title Article 11 From “Big Spring Family Aquatic Center” to “Russ McEwen Aquatic Center”; Amending Section 6-195 Entitled “Aquatic Center Rules” to Include Additional Rules Regulating Obscene and/or Offensive Content Displayed on Clothing, Articles and Tattoos; Restructuring Section 6-195 for Clarity; Providing for Severability; and Providing an Effective Date | 22-25 | Womack |
| 9. | Final Reading of an Ordinance Amending Ordinance Number 048-2014 Which Adopted the Annual Budget for the City of Big Spring, for the Fiscal Year Beginning October 1, 2014 and Ending September 30, 2015 to Increase the Motel Tax Fund Budget for the Purpose of Purchasing a Sound System for the Howard College Coliseum; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date | 26-27 | Wegman |

Other Business

- | | | | |
|-----|--|-------|--------|
| 10. | Final Reading of an Ordinance Amending Chapter 13 Entitled | 28-38 | Darden |
|-----|--|-------|--------|

“Health Safety and Nuisances,” by Replacing Article 9 Entitled “City Smoking Ordinance” with a New Article 9 of The Same Name in Order to Regulate the Use and Sale of Electronic Vaping Devices in the Same Manner as Other Tobacco Products; Providing for Severability; Providing for Publication; and Providing an Effective Date

Routine Business

- | | | | | |
|-----|-----------------------|-----------------|--|-----------|
| 11. | Vouchers for 03/12/15 | \$ 896,974.82 | | Benavides |
| | Vouchers for 03/19/15 | \$ 1,802,958.67 | | |

Bids

- | | | | |
|----|---|-------|--------|
| 12 | Award Bid for Renovations to the Municipal Auditorium and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 39-41 | Womack |
|----|---|-------|--------|

New Business

- | | | | |
|-----|--|-------|----------------|
| 13. | Presentation and Approval of Comprehensive Annual Financial Report for Year Ended September 30, 2014 | | David Copeland |
| 14. | Emergency Reading of an Ordinance 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 2014 Rate Review Mechanism Filing; Declaring Existing Rates to be Unreasonable; Adopting Tariffs Consistent with the Negotiated Settlement and Finding Same to be Just and Reasonable and In the Public Interest; Declaring an Effective Date; and Declaring an Emergency | 42-50 | Darden |

Emergency Reading of an Ordinance 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 2014 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 Ordinance was Passed in Accordance with the Requirements of the Texas Open Meeting Act; Adopting a Savings Clause; Declaring an Effective Date; and Requiring Delivery of this Ordinance to the Company and The WTX Cities' Legal Counsel; and Declaring an Emergency

- | | | | |
|-----|--|-------|---------|
| 15. | Consideration and Approval of an Agreement with EnerNOC Inc. to Provide Energy Management Services for the Water Treatment Plant and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | | Womack |
| 16. | Consideration and Approval of an Interlocal Agreement with Howard College for the Construction of Detention/Retention Ponds and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 51-55 | Womack |
| 17. | Consideration and Approval of an Amendment to the Big Spring Economic Development Corporation Performance Agreement with City of Big Spring to Provide Additional Funding for Improvements to the Rail Spur Infrastructure on the McMahan Wrinkle Industrial Airpark | 56-65 | Edwards |
| 18. | Consideration and Approval the Big Spring Economic Development Corporation Budget Amendment to Fund Additional Improvements to the Rail Spur Infrastructure on the McMahan Wrinkle Industrial Airpark | 66-69 | Edwards |

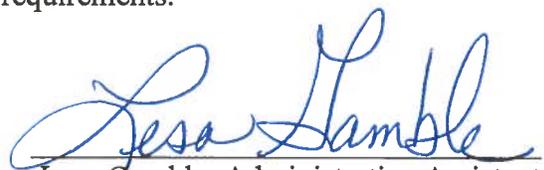
City Manager's Report

- | | | | |
|-----|-----------------|--|--------|
| 18. | Standing Report | | Darden |
|-----|-----------------|--|--------|

Council Input

- | | | | |
|-----|---------|--|----------|
| 19. | Input | | McLellan |
| 20. | Adjourn | | McLellan |

I hereby certify that this agenda was posted on the official bulletin boards at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on Friday, March 20, 2015 at 4:00 p.m. In addition, this agenda and supporting documents are posted on the City of Big Spring's website, www.mybigspring.com in accordance with legal requirements.


Lesa Gamble, Administrative Assistant

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

The City Council of the City of Big Spring, Texas, met in a regular meeting in the City Council Chambers located at 307 E. 4th, Big Spring, Texas, at 5:30 p.m., March 10, 2015, with the following members present:

LARRY McLELLAN	Mayor
RAUL BENAVIDES	Mayor Pro Tem
RAUL MARQUEZ	Councilmember
CARMEN HARBOUR	Councilmember
JUSTIN MYERS	Councilmember
BOBBY McDONALD	Councilmember
MARVIN BOYD	Councilmember

Same and constituting a quorum; and

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

INVOCATION & PLEDGE OF ALLEGIANCE

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

ANNOUNCEMENTS & PUBLIC HEARINGS

PUBLIC HEARING – REGARDING SUP15-01 – REQUESTING APPROVAL TO CONSTRUCT A COMBINATION ACCESSORY STRUCTURE IN A SINGLE-FAMILY (SF-2) DWELLING DISTRICT WITH NO PRIMARY STRUCTURE, ON A LOT AT WASSON PLACE SUBDIVISION, BLOCK 6, LOT 13 IN SOUTHWEST BIG SPRING, HOWARD COUNTY, TEXAS

Motion was made by Councilmember Myers, seconded by Councilmember Boyd, with all members of the Council voting “aye” to open the above listed public hearing. There were no comments from citizens or the Council. Motion was made by Councilmember Myers, seconded by Councilmember McDonald, with all members of the Council voting “aye” to close the public hearing.

PUBLIC HEARING – REGARDING CONSIDERATION AND APPROVAL OF A PRELIMINARY AND FINAL PLAT OF THE INSIGNIA ADDITION ON AN APPROXIMATELY 4.99 ACRE TRACT LOCATED WEST OF THE INTERSECTION OF SAN ANTONIO STREET AND NORTH 11TH STREET, MORE SPECIFICALLY, THIS PROPERTY OCCUPIES APPROXIMATELY 4.99 ACRE TRACT OUT OF SECTION 26, BLOCK 33 OF THE T-1-N T&P R.R. CO. SURVEY OF HOWARD COUNTY IN NORTH CENTRAL, BIG SPRING

Motion was made by Councilmember Boyd, seconded by Councilmember Myers, with all members of the Council voting “aye” to open the above listed public hearing. There were no comments from citizens or the Council. Motion was made by Councilmember Harbour, seconded by Councilmember Boyd, with all members of the Council voting “aye” to close the public hearing.

DISPOSITION OF MINUTES

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

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

ROUTINE BUSINESS

Councilmember McDonald reviewed the vouchers in the amount of \$336,149.71 (02/26/15) and \$614,593.91 (03/05/15). Motion was made by Councilmember McDonald, seconded by Councilmember Harbour, with all Councilmembers voting “aye” approving the above listed vouchers.

NEW BUSINESS

PRESENTATION BY THE UNITED STATES ARMY SPECIAL OPERATIONS COMMAND - JADE HELM FOR JULY 15, 2015 - SEPTEMBER 15, 2015

Thomas Mead with the United State Army Special Operations Command explained the eight week realistic military training exercise (JADE HELM) that will be held in Martin and Howard County.

FIRST READING OF A RESOLUTION INVITING THE UNITED STATES ARMY SPECIAL OPERATIONS COMMAND (USASOC) TO CONDUCT A LARGE SCALE MILITARY TRAINING EXERCISE CALLED “JADE HELM 15” IN BIG SPRING, HOWARD COUNTY, TEXAS FROM JULY 15, 2015 THROUGH SEPTEMBER 15, 2015; AND PROVIDING AN EFFECTIVE DATE

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

FIRST READING OF AN ORDINANCE DECLARING THE UNOPPOSED CANDIDATES IN THE MAY 9, 2015 GENERAL ELECTION FOR CITY COUNCIL MEMBER DISTRICT 4 AND FOR CITY COUNCIL MEMBER DISTRICT 6 AS ELECTED TO OFFICE; CANCELING THE GENERAL ELECTION FOR CITY COUNCIL POSITION FOR CITY COUNCIL MEMBER DISTRICT 4 AND CITY COUNCIL MEMBER DISTRICT 6; AND PROVIDING AN EFFECTIVE DATE

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

FIRST READING OF A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIFIC USE PERMIT (SUP15-01) WITHOUT TERM TO JIMMY AND DEBRA COOK, PERMITTING CONSTRUCTION OF A THIRTY (30) FOOT BY TWENTY-FOUR (24) SQUARE FOOT ACCESSORY BUILDING WITHOUT A PRIMARY STRUCTURE IN A SINGLE-FAMILY (SF-2) DWELLING DISTRICT ON BLOCK 6, LOT 13 IN THE REPLAT OF WASSON PLACE SUBDIVISION; AND PROVIDING AN EFFECTIVE DATE

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

FIRST READING OF AN ORDINANCE APPROVING A FINAL PLAT ON AN APPROXIMATELY 4.99 ACRE TRACT LOCATED WEST OF THE INTERSECTION OF SAN ANTONIO STREET AND NORTH 11TH STREET, MORE SPECIFICALLY, THIS PROPERTY OCCUPIES AN APPROXIMATE 4.99 ACRE TRACT OUT OF SECTION 26, BLOCK 33, T-1-N T&P R.R. CO. SURVEY IN EAST BIG SPRING, HOWARD COUNTY TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

FIRST READING OF AN ORDINANCE AMENDING CHAPTER 6 ENTITLED “CEMETERY, PARKS AND RECREATION” IN ORDER TO RE-TITLE ARTICLE 11 FROM “BIG SPRING FAMILY AQUATIC CENTER” TO “RUSS MCEWEN AQUATIC CENTER”; AMENDING SECTION 6-195 ENTITLED “AQUATIC CENTER RULES” TO INCLUDE ADDITIONAL RULES REGULATING OBSCENE AND/OR OFFENSIVE CONTENT DISPLAYED ON CLOTHING, ARTICLES AND TATTOOS; RESTRUCTURING SECTION 6-195 FOR CLARITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

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

FIRST READNG OF AN ORDINANCE AMENDING ORDINANCE NUMBER 048-2014 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015 TO

INCREASE THE MOTEL TAX FUND BUDGET FOR THE PURPOSE OF PURCHASING A SOUND SYSTEM FOR THE HOWARD COLLEGE COLISEUM; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

FIRST READING OF AN ORDINANCE AMENDING CHAPTER 13 ENTITLED “HEALTH SAFETY AND NUISANCES,” BY REPLACING ARTICLE 9 ENTITLED “CITY SMOKING ORDINANCE” WITH A NEW ARTICLE 9 OF THE SAME NAME IN ORDER TO REGULATE THE USE AND SALE OF ELECTRONIC VAPING DEVICES IN THE SAME MANNER AS OTHER TOBACCO PRODUCTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

After a brief discussion and two citizen comments against the proposed ordinance, motion was made by Mayor Pro Tem Benavides, seconded by Councilmember Harbour, with Councilmembers Marquez, McLellan, McDonald and Benavides voting “aye” approving the above captioned ordinance. Councilmembers Harbour, Myers and Boyd, being opposed, voting “nay” for passage of same. Motion passed four to three.

CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH PLAINS COTTON COOPERATIVE ASSOCIATION FOR A 20’ UTILITY EASEMENT AND RIGHT OF WAY BEING 10’ ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, SAID EASEMENT BEING ACROSS A 6.671 ACRE TRACT TO STAR DODGE, AS RECORDED IN OFFICIAL PUBLIC RECORDS OF HOWARD COUNTY, TEXAS VOLUME 1430, PAGE 532. THIS SAID 6.671 ACRE TRACT BEING OUT OF A CALLED 47.05 ACRE TRACT AS DEEDED TO THE PLAINS COTTON COOPERATIVE ASSOCIATION IN VOLUME 1125, PAGE 369, AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF HOWARD COUNTY, TEXAS WITH ALL LANDS BEING OUT OF THE T&P R.R. SURVEY LANDS, ABSTRACT #621, IN THE CITY OF BIG SPRING, TEXAS

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

CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH PLAINS COTTON COOPERATIVE ASSOCIATION FOR A 20’ UTILITY EASEMENT AND RIGHT OF WAY BEING 10’ ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, SAID EASEMENT BEING ACROSS THE REMAINDER OF A CALLED 47.05 ACRE TRACT AS DEEDED TO THE PLAINS COTTON COOPERATIVE ASSOCIATION IN VOLUME 1125, PAGE 369, AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF HOWARD COUNTY, TEXAS WITH ALL LANDS BEING OUT OF THE T&P R.R. SURVEY LANDS, ABSTRACT #621, IN THE CITY OF BIG SPRING, TEXAS

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

APPROVAL OF INVESTMENT REPORT FOR THE QUARTER ENDING DECEMBER 31, 2014

Don Moore, Finance Director, pointed out one correction on the report totals. Motion was made by Councilmember Marquez, seconded by Councilmember Harbour, with all members of the Council voting “aye” approving the above investment report with the correction.

CITIZEN INPUT

Mikel Friedland asked that the staff & council look at enforcing a second level offense for the citizens who repeatedly park on the grass.

CITY MANAGER’S REPORT

Todd Darden, City Manager, announced that the City’s cost sharing contract with Vector Fleet Management netted the City a \$15,000 profit.

COUNCIL INPUT

Several Councilmembers thanked the citizens for attending the meeting and commented on the smoking ordinance being a difficult issue.

Mayor McLellan commented on the Senior Center in the process of moving to the Dora Roberts Community Center and thought it was a good move for our senior citizens.

Councilmember Marquez would like to see the younger generation getting involved in more community activities.

Councilmember Myers asked if Code Enforcement could help citizens get rid of broken vehicles on their property.

Councilmember McDonald commented that Big Spring was number six in the crossroads of major highways.

Mayor Pro Tem Benavides asked to have another look at the parking ordinance and allowing parking on the side of a residence.

Councilmember Boyd asked citizens to help pick up trash in the nice weather.

ADJOURN

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

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS INVITING THE UNITED STATES ARMY SPECIAL OPERATIONS COMMAND (USASOC) TO CONDUCT A LARGE SCALE MILITARY TRAINING EXERCISE CALLED “JADE HELM 15” IN BIG SPRING, HOWARD COUNTY, TEXAS FROM JULY 15, 2015 THROUGH SEPTEMBER 15, 2015; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The United States Army Special Operations Command (USASOC) from Fort Bragg, North Carolina is planning a large scale exercise, called JADE HELM 15 (JH15); and

WHEREAS, the JH15 is an eight-week joint military and interagency exercise to be conducted throughout Texas, New Mexico, Arizona, California, Nevada, Utah and Colorado featuring exercises on unconventional warfare and national security strategies; and

WHEREAS, Over 1,200 service members will participate in JH15, potentially supplying \$150,000 to the local economy;

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

SECTION 1: The City of Big Spring City Council hereby invites the United States Army Special Operations Command (USASOC) to conduct the JADE HELM 15 in Big Spring, Howard County, Texas from July 15, 2015 through September 15, 2015.

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 **10th** day of **March, 2015**, 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 **24th** day of **March, 2015**, with all members present voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, DECLARING THE UNOPPOSED CANDIDATES IN THE MAY 9, 2015 GENERAL ELECTION FOR CITY COUNCIL MEMBER, DISTRICT 4 AND FOR CITY COUNCIL MEMBER, DISTRICT 6 AS ELECTED TO OFFICE; CANCELING THE GENERAL ELECTION FOR CITY COUNCIL POSITION FOR CITY COUNCIL MEMBER, DISTRICT 4 AND FOR CITY COUNCIL MEMBER, DISTRICT 6; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the general election was called for May 9, 2015, for the purpose of electing City Council Members for Districts 4 and 6; and

WHEREAS, the City Secretary has provided certification to the City Council, attached hereto as Exhibit A, that City Council Positions for Districts 4 and 6 are unopposed for election to office;

WHEREAS, no candidate's name has been placed on the list of write-in candidates for these offices under applicable law; and

WHEREAS, pursuant to the provisions of Section 2.053 of the Texas Election Code, the governing body of the City of Big Spring, Texas, may by ordinance declare an unopposed candidate elected to office;

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

SECTION 1. That the following candidates, who are unopposed in the May 9, 2015 general election, are declared elected to office, and shall be issued certificates of election in the same manner as provided for a candidate elected at an election.

City Council District 4	Steve Waggoner
City Council District 6	Jim DePauw

SECTION 2. That the May 9, 2015 general election is canceled for City Council Districts 4 and 6 and a copy of this ordinance shall be posted on Election Day at the polling place that would have been used in the election.

SECTION 3. That this ordinance shall take effect immediately upon its final passage, and it is so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council of the City of Big Spring on the 10th day of **March, 2015**, 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 of the City of Big Spring on the **24th** day of **March, 2015**, with all members present voting “aye” for passage of same.

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

CERTIFICATION OF UNOPPOSED CANDIDATES

To: Larry McLellan, Mayor and City Council Members

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates for election to office for the general election scheduled to be held on May 9, 2015, are unopposed.

List offices and names of candidates:

Offices

Candidates

City Council Member, District 4

Steve Waggoner

City Council Member, District 6

Jim DePauw

Don Moore, City Secretary

Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF BIG SPRING, TEXAS, AUTHORIZING THE ISSUANCE OF SPECIFIC USE PERMIT (SUP15-01) WITHOUT TERM TO JIMMY AND DEBRA COOK (SUP15-01) PERMITTING CONSTRUCTION OF A THIRTY (30) FOOT BY TWENTY-FOUR (24) SQUARE FOOT ACCESSORY BUILDING WITHOUT A PRIMARY STRUCTURE IN A SINGLE-FAMILY (SF-2) DWELLING DISTRICT ON BLOCK 6, LOT 13 IN THE REPLAT OF WASSON PLACE SUBDIVISION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Big Spring has received a request for a Specific Use Permit without term for a combination garage/workshop/and storage building to be located on Block 6, Lot 13 in the Replat of Wasson Place Subdivision;

WHEREAS, the Planning and Zoning Commission held a public hearing on Tuesday, February 17, 2015 as required by law and gave its final approval and recommendation that the City Council authorize a Specific Use Permit to Jimmy and Debra Cook for an accessory building to occupy a lot without a primary structure subject to the setback restrictions of the recorded plat and Zoning Ordinance; and

WHEREAS, proper notice has been published and mailed to all parties affected and has been issued by the City;

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

SECTION 1. A Specific Use Permit without term for a combination garage/workshop/and storage building to be located on Block 6, Lot 13 in the Replat of Wasson Place Subdivision, Big Spring, Howard County, Texas is hereby approved and issued to Jimmy and Debra Cook.

SECTION 2. This resolution shall be effective immediately upon its final passage.

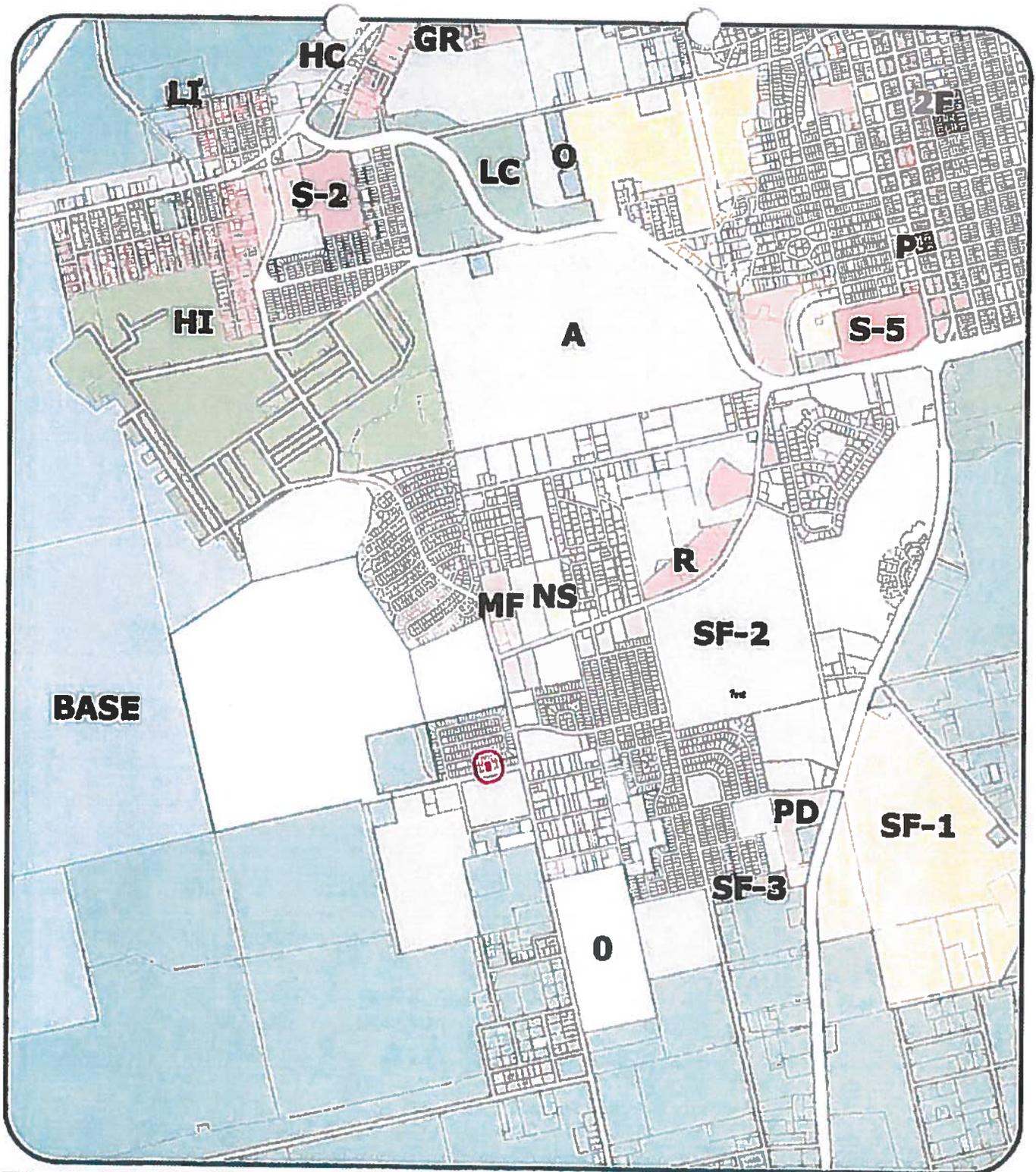
PASSED AND APPROVED on first reading by the City Council of the City of Big Spring, Texas this 10th day of March, 2013, at a regular meeting of the City Council, with all members present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading by the City Council of the City of Big Spring, Texas this 24th day of March, 2013, at a regular meeting of the City Council, with all members present voting “aye” for the passage of same.

ATTEST:

Larry McLellan, Mayor

Tami Davis, Assistant City Secretary



**Zoning Case File:
Specific Use Permit 15-01**

Council District: Meyers

0 462.525 1,850 2,775 3,700
Feet

CITY OF BIG SPRING GIS /MAPPING DEPARTMENT

Legend

Subject Property: 

Current Zoning: SINGLE FAMILY (SF-2)

Request: Accessory structure w/o primary

Vision: N/A





**Zoning Case File:
Specific Use Permit 15-01**

Council District: Marquez

0 510 20 30 40
Feet

Legend

Subject Property: ———
 Current Zoning: SINGLE FAMILY (SF-2)
 Request: Accessory structure w/o primary
 Vision: N/A



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, APPROVING A FINAL PLAT ON AN APPROXIMATELY 4.99 ACRE TRACT LOCATED WEST OF THE INTERSECTION OF SAN ANTONIO STREET AND NORTH 11TH STREET, MORE SPECIFICALLY, THIS PROPERTY OCCUPIES AN APPROXIMATE 4.99 ACRE TRACT OUT OF SECTION 26, BLOCK 33, T-1-N T&P R.R. CO. SURVEY OF IN EAST BIG SPRING, HOWARD COUNTY TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission recommends that the City Council authorize a final plat of approximately 4.99 acres out of Section 26, Block 33, T-1-N, T&P RR Co. Survey located west of the intersection of San Antonio Street and North 11th Street in East Big Spring, Howard County, Texas.

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

SECTION 1. The Final Plat of the approximately 4.99 acre tract out of Section 46, Block 33, T-1-N T & P R.R Co. Survey of Howard County in the City of Big Spring, Howard County, Texas, attached hereto as Exhibit "A," is hereby approved subject to the conditions of providing language on the plat that reads: "Notice: Selling a portion of this addition by metes and bounds may be a violation of city ordinance and state law and subject to fines and withholding of utilities and building permit," providing a signature block for recording purposes for the County Clerk, indicating the eastern border of the proposed plat in heavy solid lines, approval of a drainage study, changing the title to say "Final Plat Insignia Addition, Block 1, Lots 1-3, City of Big Spring, Howard County, Texas" or a similar title, and changing existing notation for Block 1 to read "Block 1" or "Block One" that stretches over both lots in a lighter font.

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

SECTION 3. This ordinance shall take effect immediately from and after its publication and passage upon two readings in accordance with the provision of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **10th** day of **March, 2015**, with all members present voting "aye" for the passage of same.

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

Larry McLellan, Mayor

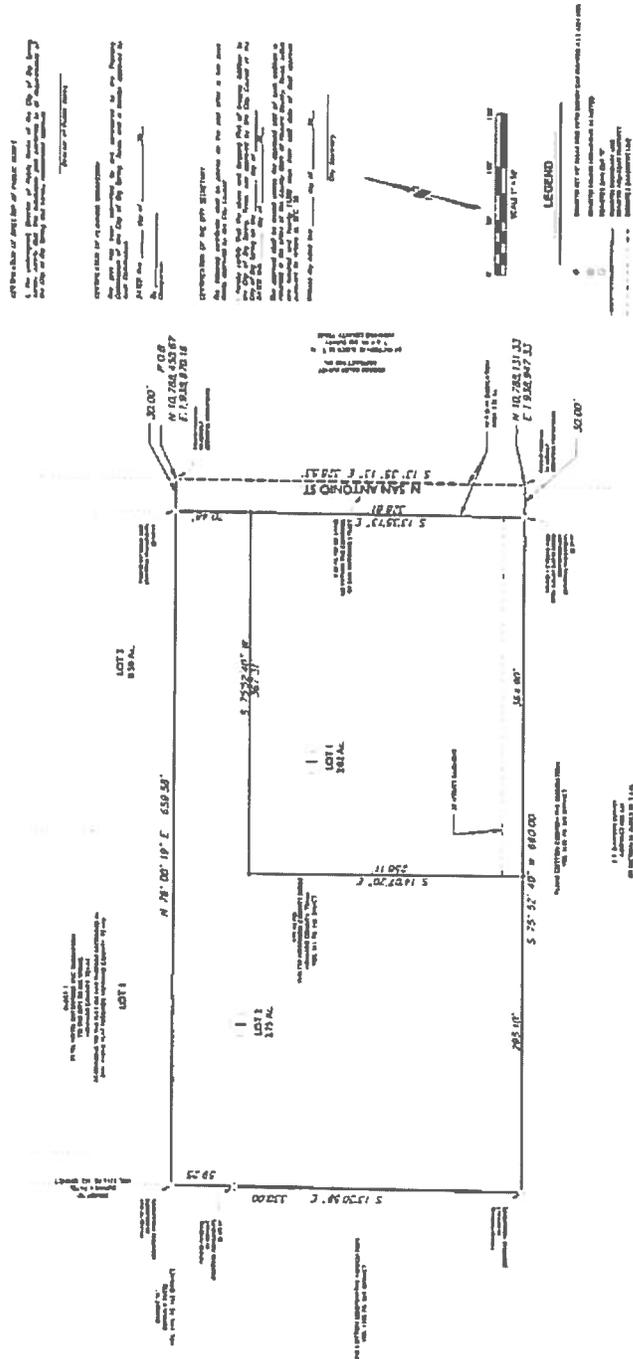
ATTEST:

Tami Davis, Asst. City Secretary

FINAL PLAN

INSIGNIA ADDITION

A SUBDIVISION OF 4.99 ACRES OF LAND OUT OF SECTION 26, BLOCK 33,
T-1-N, T-8-P, RR. CO. SURVEY, CITY OF BIG SPRING, HOWARD COUNTY, TEXAS.

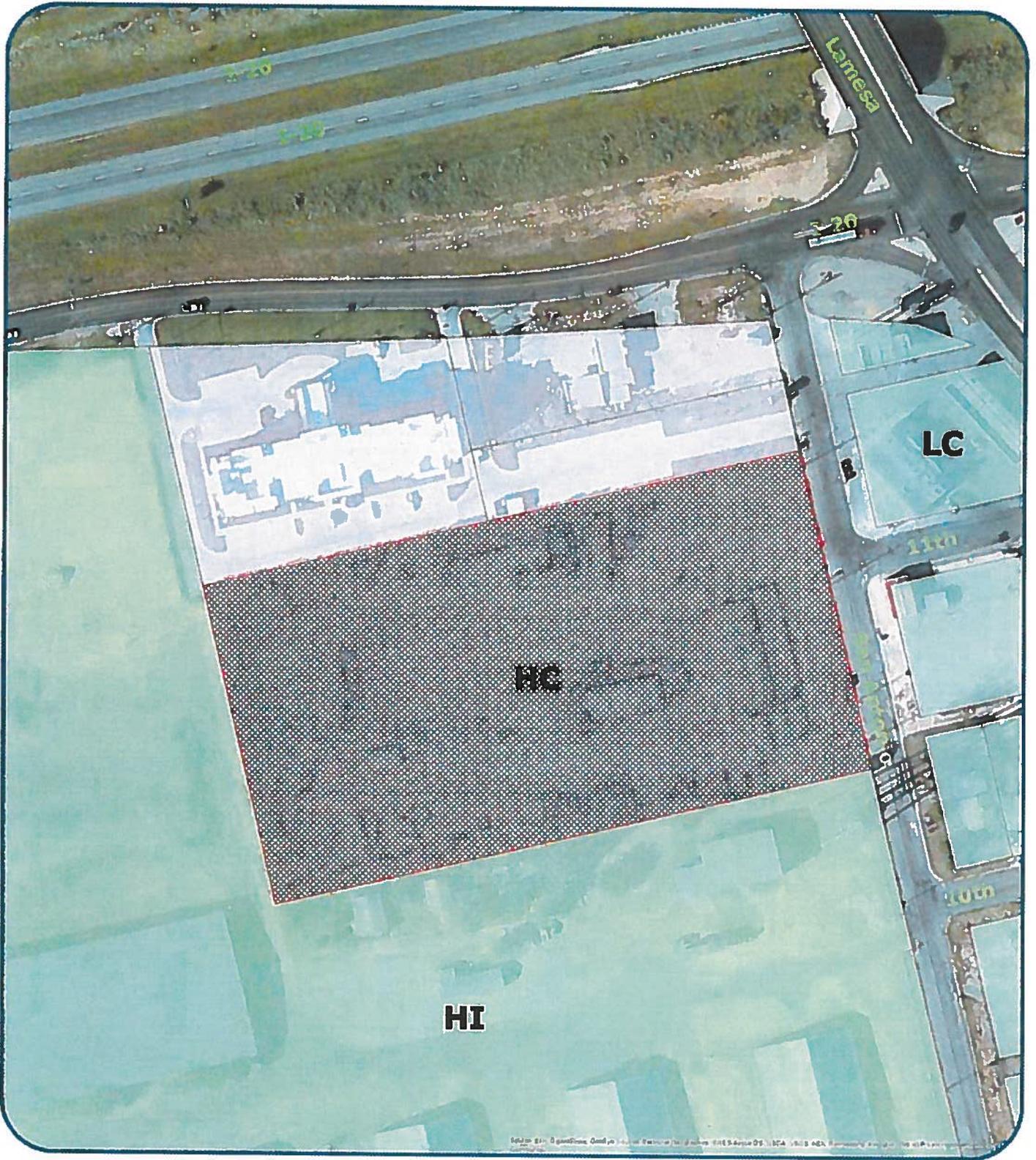


DESCRIPTION OF PUBLIC RIGHTS:
 All public rights, including easements, rights-of-way, and other interests, are shown on this plat. The public rights are shown as follows:
 1. A public right-of-way, 10 feet wide, is shown along the north boundary of the subdivision. The public right-of-way is shown as follows:
 2. A public easement, 10 feet wide, is shown along the east boundary of the subdivision. The public easement is shown as follows:
 3. A public easement, 10 feet wide, is shown along the south boundary of the subdivision. The public easement is shown as follows:
 4. A public easement, 10 feet wide, is shown along the west boundary of the subdivision. The public easement is shown as follows:

NOTES:
 1. A public right-of-way, 10 feet wide, is shown along the north boundary of the subdivision. The public right-of-way is shown as follows:
 2. A public easement, 10 feet wide, is shown along the east boundary of the subdivision. The public easement is shown as follows:
 3. A public easement, 10 feet wide, is shown along the south boundary of the subdivision. The public easement is shown as follows:
 4. A public easement, 10 feet wide, is shown along the west boundary of the subdivision. The public easement is shown as follows:

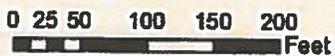


INSIGNIA ADDITION



**Insignia Addition
Preliminary and Final Plat**

Council District: Marquez



Legend

Subject Property: —

Current Zoning: Heavy Commercial (HC)

Requested Zone Change: N/A

Vision: N/A

CITY OF BIG SPRING GIS /MAPPING DEPARTMENT 03/04/15



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 6 ENTITLED "CEMETERY, PARKS AND RECREATION" IN ORDER TO RE-TITLE ARTICLE 11 FROM "BIG SPRING FAMILY AQUATIC CENTER" TO "RUSS McEWEN AQUATIC CENTER"; BY AMENDING SECTION 6-195 ENTITLED "AQUATIC CENTER RULES" TO INCLUDE ADDITIONAL RULES REGULATING OBSCENE AND/OR OFFENSIVE CONTENT DISPLAYED ON CLOTHING, ARTICLES AND TATTOOS; RESTRUCTURING SECTION 6-195 FOR CLARITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Big Spring Family Aquatic center was dedicated and renamed the Russ McEwen Aquatic Center during a Council Meeting on November 17, 2012; and

WHEREAS, the City Council finds it in the best interest of the citizens of Big Spring to regulate obscene and/or offensive content displayed on clothing, articles, and tattoos.

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

SECTION 1. THAT the City of Big Spring Code of Ordinances Chapter 6 entitled "Cemetery, Parks and Recreation" is hereby amended in order to re-title Article 11 from "Big Spring Family Aquatic Center" to "Russ McEwen Aquatic Center."

SECTION 2. THAT the City of Big Spring Code of Ordinances, Chapter 6 entitled "Cemetery, Parks and Recreation," Section 6-195 entitled "Aquatic Center Rules" is hereby amended to read in its entirety as follows:

Sec. 6-195. Aquatic Center Rules.

1. Every person entering the Aquatic Center (whether swimming or not) must pay or present a valid punch pass.
2. Permitted swimming items include:
 - a. Wacky noodles;
 - b. Water shoes;
 - c. U.S. Coast Guard approved life vests only; and
 - d. Goggles.

3. Prohibited swimming items include:
 - a. Swim fins, water wings, or large floats (including those approved by the U.S. Coast Guard);
 - b. Full face masks;
 - c. Snorkels; and
 - d. Denim or cut-off shorts.

4. The following items are strictly prohibited inside the Aquatic Center:
 - a. Weapons of any kind;
 - b. Alcohol and illegal substances;
 - c. Tobacco of any kind, electronic cigarettes, lighters, and matches;
 - d. Glass or metal containers;
 - e. Ice chests; and
 - f. Pets of any kind. Exception: Official service animals are permitted.
 - g. Outside food or drink. Exception: Guests who have reserved a pavilion for celebratory purposes are permitted to bring a cake or similar food item, plastic utensils, and plates for the occasion.

5. The following activities are adverse to a safe and fun environment and shall not be permitted:
 - a. Abusive or profane behavior or language;
 - b. Running, fighting, or rough play;
 - c. Communication with Aquatic Center lifeguards, except to report an emergency;
 - d. Loitering on Aquatic Center property, including the parking lot; and

- e. Leaning, sitting, or playing on or near ropes and guard stands.
6. Proper attire is required for entry into the Aquatic Center. The following are deemed inappropriate and are therefore, not permitted:
- a. G-string swimwear or clothing and other revealing swimwear;
 - b. Clothing or articles that depict:
 - 1. Profanity;
 - 2. Pornography or pornographic images;
 - 3. Graphic violence;
 - 4. Support of drugs or drug use;
 - 5. Gang symbols; or
 - 6. Discrimination against any group.
 - c. Tattoos that depict the following must be securely and completely covered at all times:
 - 1. Profanity;
 - 2. Pornography or pornographic images;
 - 3. Graphic violence;
 - 4. Support of drugs or drug use;
 - 5. Gang symbols; or
 - 6. Discriminate against any group.
7. Children ages 3 and under must wear swim diapers at all times when in the water.
8. Children ages 11 and under must be accompanied by a person that is 16 years of age or older.

9. Life guards and Aquatic Center staff may require any person to perform a swim test if, at their discretion, an unsupervised person is in the water and the person appears incapable of swimming and likely to endanger themselves or others.
10. A parent or guardian must accompany any child under 5 years of age or under 48 inches tall at all times, whether in or out of the water.
11. Guests must obey all rules and follow the directions of lifeguards and Aquatic Center staff.
12. Aquatic Center staff and lifeguards may eject and/or deny future entrance to any person for violation of these rules or for any act or threatened act they deem hazardous to the health and safety of any person, potentially harmful to property, or detrimental to good order.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 10th day of March, 2015, with all members present voting “aye” for passage of the same.

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

ATTEST:

Larry McLellan, Mayor

Tami Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 048-2014 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015 TO INCREASE THE MOTEL TAX FUND BUDGET FOR THE PURPOSE OF PURCHASING A SOUND SYSTEM FOR THE HOWARD COLLEGE COLISEUM; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2014-15 budget for the City of Big Spring, Texas on September 25, 2014; and

WHEREAS, funding for the purchase of a sound system for the Howard College Coliseum was not included in the current budget, and such purchase is requested by Howard College in order to hold special events that draw tourists to our community;

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

SECTION 1. Enacted.

THAT the Motel Tax Fund of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2014 and ending September 30, 2015 is hereby increased by the amount of \$120,000 for the purpose of purchasing a sound system for the Howard College Coliseum. This increase will be funded through existing fund balance.

SECTION 2. Continuing effect.

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

SECTION 3. Repeal.

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

SECTION 4. Publication.

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

SECTION 5. Effective Date.

THAT, this ordinance shall be in force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 10th day of **March, 2015** with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 24th day of **March, 2015** with all members of the Council voting “aye” for the passage of same.

CITY OF BIG SPRING

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 13 ENTITLED "HEALTH SAFETY AND NUISANCES," BY REPLACING ARTICLE 9 ENTITLED "CITY SMOKING ORDINANCE" WITH A NEW ARTICLE 9 OF THE SAME NAME IN ORDER TO REGULATE THE USE AND SALE OF ELECTRONIC VAPING DEVICES IN THE SAME MANNER AS OTHER TOBACCO PRODUCTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds it in the best interest of the public health, safety, and welfare to regulate electronic smoking devices in the same manner as other tobacco products;

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

SECTION 1: The City of Big Spring Code of Ordinances Chapter 13 entitled "Health, Safety and Nuisances," Article 9 entitled "City Smoking Ordinance" is hereby replaced to read in its entirety as follows:

Article 9. City Smoking Ordinance

Sec. 13-180. Definitions.

For the purpose of this Article, the following definitions shall apply:

- (A) Bar or cocktail lounge means a place where mixed alcoholic beverages are sold for consumption on the premises as the primary business activity where such sales constitute at least 75% of the gross revenue of the business. A bar includes those facilities located within a hotel, motel or other similar transient occupancy establishment.
- (B) Business means any sole proprietorship, partnership, joint venture, corporation, or other business entity formed for profit-making or not-for-profit purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medicine, dental, engineering, architectural, or other professional services are provided.
- (C) Common traffic area means an area within a building primarily used for the unobstructed passage of pedestrian traffic through the building.
- (D) Designated smoking area means a designated area, which shall:

- (1) Be a physically enclosed area as defined herein, separated from non-smoking areas; and
- (2) Be ventilated with a separate heating, ventilation, and air conditioning (HVAC) system as defined herein.
- (E) Electronic vaping device means any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provides, or is manufactured or intended to provide, a vapor of liquid nicotine and/or other substances mixed with propylene glycol and/or other substances delivered or deliverable to the user that he/she can inhale in simulation of smoking. This term shall include every version and type of such devices whether they are manufactured or marketed as electronic cigarettes, e-cigarettes, electronic cigars, e-cigars, electronic pipes, e-pipes, electronic hookahs, e-hookahs or under any other product name or design.
- (F) Electronic vaping liquid (also known as e-juice or e-liquid) means any liquid product composed of propylene glycol or other carrier solvent and may contain nicotine and/or other substance and manufactured for the use with electronic vaping devices.
- (G) Enclosed or enclosed area means all space between a floor and ceiling, which is enclosed on all sides by solid walls or windows, which extend from the floor to the ceiling, including a door which remains closed at all times, except when used for entry or exit. Spaces screened by partitions, which do not extend to the ceiling or are not solid, office landscaping or similar structures are not considered enclosed areas.
- (H) Employee means any person who is employed by an employer in consideration for monetary compensation or profit.
- (I) Employer means any person, partnership, corporation, association, or other entity that employs one or more persons.
- (J) Fast food restaurant means a food establishment with:
 - (1) A limited fast food only menu; and
 - (2) No wait staff (counterstaff allowed); and
 - (3) A passout window for delivery of food to be consumed off premises (a passout window is not necessary if the establishment is located within a shopping center). The term “fast food restaurant” does not include cafeterias or establishments where beverages must be consumed on premises.
- (K) Minor means a person younger than eighteen (18) years of age.
- (L) HVAC means a separate heating, ventilation, and air conditioning system such that air from the smoking area is exhausting directly to the outside and not circulated

within the building or mixed with the general dilution ventilation for the building and that creates a negative pressure away from the door into the room sufficient to prevent any flow of smoke from the smoking area to the non-smoking area. Such system shall supply a minimum of thirty cubic feet per minute (30 CFM) outdoor air exchange per person and be under negative pressure.

- (M) Open display unit means any device, furniture or furnishing within or upon which electronic vaping devices are displayed to customers, and includes, but is not limited to, any case, rack, shelf, counter, table, desk, kiosk, booth, stand, vending machine and other surface.
- (N) Place of employment means an enclosed area controlled by any employer, but not used by the general public, and to which employees have access during the course of employment, including but not limited to, work areas, employee lounges, employee restrooms, conference rooms, and employee cafeterias. The term does not include a private residence, unless it is used as a child care, adult care, or health care facility.
- (O) Possession means actual care, custody, control or management.
- (P) Private place means any enclosed area to which the public is not invited or in which the public is not permitted, including but not limited to, personal or private residences, private social clubs, or personal automobiles.
- (Q) Public meeting means a meeting that is open to the public and held in an enclosed area of a public space.
- (R) Public place or public area means an enclosed area that is used by the general public to which the public is invited or in which the public is permitted and includes, but is not limited to:
 - (1) All enclosed facilities, including buildings owned, leased, or controlled by the City of Big Spring;
 - (2) All or any part of a building used for local government purposes;
 - (3) A retail store, office, service establishment, or other commercial establishment;
 - (4) A grocery store;
 - (5) A restaurant, cafeteria, delicatessen, commissary, or mobile food unit;
 - (6) A public primary or secondary school, a public institution of higher education, or any other educational facility;
 - (7) A restroom;

- (8) An enclosed theater, movie house, auditorium, arena, music hall, lecture hall, or other performing arts venue;
 - (9) An elevator;
 - (10) A library, museum, gallery, or aquarium;
 - (11) A health care facility or hospital;
 - (12) A child care facility;
 - (13) A service line, cashier area, over-the-counter sales area, or common traffic area;
 - (14) Sports arenas, stadiums, and convention halls, including bowling facilities and other indoor recreational facilities;
 - (15) A lobby, hallway or other common area in apartment buildings, condominiums, trailer parks, retirement facilities, adult care facilities, nursing homes, or other multiple-unit residential facilities;
 - (16) A polling place;
 - (17) A public plane or train;
 - (18) A transit system bus or interstate bus, taxicab, or any other public transport;
 - (19) A public transportation facility, including ticket, boarding, and waiting areas of public transit depots;
 - (20) A lobby, reception area, waiting area, hallway, or other common-use area;
 - (21) A retail food production and marketing facility;
 - (22) All areas available to, and customarily used by, the general public in all businesses and non-profit entities patronized by the public, including but not limited to, attorney's offices and other offices not otherwise exempted herein, banks, laundromats, hotels and motels, and
 - (23) The public areas of a fast food restaurant.
- (S) Restaurant means a food establishment where the primary business is the preparation and sale of food.

- (T) Retail electronic vaping store means a retail store utilized primarily for the sale of electronic vaping devices, accessories, and/or electronic vaping liquid, or any other article or product that is for use in an electronic vaping device and in which the sale of other products is merely incidental.
- (U) Retail store means an establishment whose purpose is to offer for sale and sell to consumers, not for resale, goods, wares, merchandise and food, which items are purchased for use and/or consumption off premises, including but not limited to, supermarkets, convenience stores, drug stores, and warehouse stores.
- (V) Retail tobacco store means a retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.
- (W) Service line means any indoor line in which one or more persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money.
- (X) Single-pack means any cigarette, cigar, tobacco or smokeless tobacco product sold in less than a carton or similar units.
- (Y) Smoking smokes, or smoke means inhaling, exhaling, burning, possessing, carrying, or holding any lighted cigar, cigarette, pipe, weed, plant, or combustible substance in any manner or in any form and/or vaping or the use of any electronic vaping devices.
- (Z) Sports arena means sports pavilions, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys, and any other similar places where members of the general public assemble either to engage in physical exercise, participate in athletic competition, or witness sports events.
- (AA) Sports grill means an establishment as defined by the Zoning Ordinance of the City of Big Spring.
- (BB) Tobacco product means a cigarette, cigar, electronic vaping device, smoking tobacco, including granulated, pug-cut, crimp-cut, ready rubbed and any form of tobacco suitable for smoking in a pipe or as a cigarette, chewing tobacco, including plug, scrap, and any kind of tobacco suitable for chewing, snuff or other preparations of pulverized tobacco, nicotine product, dissolvable nicotine, electronic vaping liquid, or any other article or product that is for use in an electronic vaping device.
- (CC) Vaping means inhaling or exhaling vapors of electronic vaping liquid from an electronic device of any kind. For the purposes of this Article vaping is synonymous with smoking, smokes, or smoke.

Sec. 13-181. Offense; Enforcement.

- (A) It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this Article to fail to comply with any of its provisions.
- (B) It shall be unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this Article.
- (C) It shall be unlawful for any person to smoke in any area within twenty (20) feet of any public entrance to any enclosed area where smoking is prohibited. In addition, it shall be unlawful for any person to smoke in any area within fifty (50) feet of any public entrance to any hospital, medical clinic, medical doctor's office, chiropractor's office, or day care.
- (D) a person commits an offense if, at a public meeting or in a public place at an area not designated as a smoking area, the person smokes and fails or refuses to extinguish tobacco products or move to a designated smoking area upon a request by any person to do so.
- (E) The proprietor or person in charge of a business or other public place commits an offense if:
 - 1) The proprietor or person in charge allows smoking, but fails to comply with the requirements of this Article as to designation of a smoking area, including the posting of signs; or
 - 2) The proprietor or person in charge fails or refuses upon the request of any person to ask a person smoking while not in a designated smoking area to extinguish smoking material or move to a designated smoking area.
- (F) This Article does not require the owner, operator, manager, or any employee of an establishment to report a violation of this Article or to take legal action against any individual violating this Article.
- (G) The police department shall inspect for compliance with this Article.
- (H) Any owner, manager, operator or employee of any establishment regulated by this Article shall inform personnel violating this Article of the appropriate provisions thereof.

Sec. 13-181-1. Sale or Distribution to a Minor Prohibited; Proof of Age Required.

- (A) A person commits an offense if the person:
 - 1) Sells, give or causes to be sold or given a tobacco product to a minor; or

- 2) Sells, gives or causes to be sold or given a tobacco product to another person who delivers it to a minor.
- (B) If an offense under this section occurs in connection with a sale by an employee of the owner of a store in which tobacco products are sold at retail, the employee is responsible for the offense and is subject to prosecution.
- (C) It is a defense to prosecution under Subsection (a)(1) that the person to whom the tobacco product was sold or given presented to the defendant valid proof of identification.
- (D) Proof of identification is valid for purposes of Subsection (c) if it contains a physical description and photograph consistent with the person's appearance, purports to establish that the person is eighteen (18) years of age or older and was issued by a governmental agency. The proof of identification may include a driver's license issued by this state or another state, a passport or an identification card issued by a state or the federal government.

Sec. 13-181-2. Possession, Purchase, Consumption, or Receipt of Tobacco Products by a Minor Prohibited.

- (A) A minor commits an offense if the minor possesses a tobacco product, and the minor was not:
 - 1) In the course and scope of the minor's employment by a person or entity holding a permit issued by the state, if required by law, authorizing the person to engage in the business of being a distributor, wholesaler, bonded agent or retailer of tobacco products; or
 - 2) In the presence of an adult parent, legal guardian, or spouse.
- (B) A minor commits an offense if, in order to acquire a tobacco product, the minor states to any person engaged in the business of selling tobacco products that such minor is eighteen (18) years of age or older, or presents to any such person a document or writing that purports to establish that such minor is eighteen (18) years of age or older.

Sec. 13-182. Smoking in Public Places

- (A) Smoking is prohibited in all enclosed public places within the City of Big Spring, except in designated smoking areas, and as otherwise allowed in this Article.
- (B) Notwithstanding any other provision of this section, any owner, operator, manager or other person who controls any establishment or facility may declare the entire establishment or facility a nonsmoking establishment.

- (C) In the event a public place has common areas not the responsibility of individual tenants, the building owner or his representative shall be responsible for application of this Article to such common areas.
- (D) A smoking area may not be designated in:
- 1) A facility of a public, primary or secondary school;
 - 2) An elevator;
 - 3) An enclosed theater or movie house, auditorium, music hall, lecture hall, or other performing arts venue;
 - 4) A library, museum, gallery, or aquarium;
 - 5) A hospital;
 - 6) A transit system bus or interstate bus, taxicabs, or any other public transport;
 - 7) A service line, cashier area, over-the-counter sales area, or other common traffic area;
 - 8) A restroom;
 - 9) A lobby, reception area, waiting room, hallway, or any other common-use area;
 - 10) The ticket, boarding and waiting areas of public transit depots;
 - 11) Any room, chamber, place of meeting or public assembly under the control of any board, council, commission, committee, including joint committees or agencies of the city or any political subdivision of the state during such time as a public meeting is in progress, to the extent such place is subject to the jurisdiction of the city;
 - 12) Health facilities, including, but not limited to waiting rooms, hallways, wards, and semiprivate rooms, clinics, physical therapy facilities, doctors offices, and dentists offices;
 - 13) The lobbies, hallways and other common areas, in apartment buildings, condominiums, trailer parks, retirement facilities, adult care facilities, nursing homes, and other multiple-unit residential facilities;
 - 14) A polling place;
 - 15) The public areas of a fast food restaurant;

- 16) A place in which smoking is prohibited by the fire marshal or by any other law, ordinance or regulation.

Sec. 13-183. Exceptions

The prohibitions against smoking contained herein shall not apply to the following places:

- (A) To any facility including, but not limited to, restaurants, hotel, and motel conference or meeting rooms, and public and private assembly rooms in which one or more private functions are being held and which are under the control of the sponsor of the function and not the owner or operator of the facility, so long as the area being used for the private function qualifies as a designated smoking area.
- (B) To performing arts venues, but only by a performer participating in a theatrical performance;
- (C) To a bar or cocktail lounge, as defined by the Zoning Ordinance of the City of Big Spring.
- (D) To a retail tobacco store or retail electronic vaping store, however, this exception shall not apply to an establishment that shares a common HVAC system with any other tenant in the same building in which the retail tobacco store or retail electronic vaping store is located;
- (E) To private clubs, which are owned by their members;
- (F) To private residences, except when used as a childcare, adult day care, health care facility, or other place of employment;
- (G) To personal automobiles;
- (H) To designated smoking hotel and motel rooms rented to guests provided that designated smoking rooms on the same floor are contiguous and smoke from these rooms do not infiltrate into areas where smoking is prohibited under this Article;
- (I) To outdoor areas or outdoor places of employment;
- (J) To an outdoor dining area that is at least twenty (20) feet from, or separately walled from, gatherings of nonsmokers and which does not require employees or members of the public to walk through it upon entering the restaurant and which is properly posted with signage;
- (K) To restaurants, places of employment, or public places where it is not otherwise prohibited to designate a smoking area. It shall be a requirement for the application of this Subsection that the restaurant, public place, or place of employment has designated smoking areas, has complied with all requirements for the establishment

of a designated smoking area, as provided in this Article, and has petitioned the city for, and been granted, a permit to allow smoking. A proprietor or person in charge of a restaurant, public place or place of employment who desires to permit smoking shall designate an area not to exceed thirty (30) percent of the allowable area as the smoking area. The proprietor or person in charge shall locate the designated smoking area so that nonsmokers shall not have to travel through the smoking area to get to the cashier, a restroom, or nonsmoking area. A proprietor or person in charge shall file a petition with the police department demonstrating proof of the percentage of the allowable area designated as a smoking area; the petition shall be filed not later than ninety (90) days after the effective date of this Article, and annually thereafter. Notwithstanding any other provision of this section, any owner, operator, manager or other person who controls any establishment described in this section may declare that entire establishment as a nonsmoking establishment.

Sec. 13-183-1. Vendor Assisted Sales Required; Self-Service Merchandising Prohibited.

- (A) Except as provided by Subsection (b), a retailer or other person may not:
 - 1) Offer tobacco products for sale in a manner that permits a customer direct access to the tobacco products;
 - 2) Offer for sale or display for sale tobacco products by means of self-service merchandise; or
 - 3) Install or maintain an open display unit containing tobacco products.
- (B) It is a defense to prosecution under Subsection (a) if:
 - 1) A facility or business is not open to persons younger than eighteen (18) years of age at any time;
 - 2) A facility or business is a premises for which a person holds a package store permit issued under the Alcoholic Beverage Code; or
 - 3) An open display unit is located in an area that is inaccessible to customers.

Sec. 13-184. Smoking in places of employment.

All employers who operate a place of employment are encouraged to develop, implement, and maintain a written policy that accommodates the wishes of employees by designating smoking and nonsmoking areas under the same requirements as public areas.

- (A) Smoking is prohibited in all enclosed facilities within a place of employment within the City of Big Spring, except for designated smoking areas, if such an area is provided to employees, and except as otherwise allowed by this Article.
- (B) If an area that is normally used for employee purposes such as eating or drinking or any other privilege normally available to employees is selected as the “designated

smoking area,” then an area offering the same services and privileges that is smoke-free shall be made available to nonsmoking employees.

- (C) Any employer may declare the entire place of employment a nonsmoking workplace.
- (D) Any area designated for smoking by an employer shall meet the requirement of a designated smoking area, and the other provisions of this Article.

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

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

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

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

SECTION 6. It is officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 10th day of **March, 2015**, with all members 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 24th day of **March, 2015**, with all members voting "aye" for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary



CITY OF
Big Spring
COMMUNITY SERVICES
MEMORANDUM

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

FROM: JOHNNY WOMACK, PUBLIC WORKS DIRECTOR
DEBBIE WEGMAN, COMMUNITY SERVICES DIRECTOR

SUBJECT: AWARD BID TO PERFORM UPGRADES AT THE BIG SPRING MUNICIPAL AUDITORIUM AND AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE CONTRACT

DATE: MARCH 19, 2015

The City of Big Spring received two (1) submission for services to be provided for the upgrades at the Big Spring Municipal Auditorium . We received proposal from:

Mid-Tex of Midland

Recommendation: The staff recommends that we accept the base bid only without the alternate services as pertaining to the proposal be awarded to MID-TEX OF MIDLAND.



340 Beech Street, Abilene, TX 79601

PROJECT: 0293.14 Big Spring Auditorium 2014 Upgrades 0293.14 DATE: 2/24/2015

SUBJECT: Breakdown from Mid-Tex TRANSMITTAL ID: 00029

PURPOSE: For your use VIA: Info Exchange

FROM

NAME	COMPANY	EMAIL	PHONE
Bill Noonan 340 Beech Street Abilene TX 79601 United States	Parkhill, Smith & Cooper, Inc.	bnoonan@team-psc.com	325-696-7326 x7326

TO

NAME	COMPANY	EMAIL	PHONE
Johnny Womack 310 Nolan Street Big Spring, TX 79720-2657	City of Big Spring	jwomack@mybigspring.com	432-264-2501

REMARKS: Here is the breakdown from Mid-Tex on the proposal numbers. The alternates were included in the proposal so see what, if any, we could get within the budget. Since none of them came within the budget limit of \$802,000, you could simply take the base bid and be within your this limit. The base bid is \$799,000. I thought there was discussing during our pre-proposal meeting that the City had up to \$1,000,000 for construction, therefore, my recommendation letter included some alternate eliminations that could get you close to that mark. If the figure has not changed from the original \$802,000, then my recommendation is to accept the base bid, and do not take any alternates.

bill

DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NOTES
1	1/16/2015	Copy of Sched of Values Sub-Supplier List REVISED 1-14-15.pdf	

January 14, 2015

**Big Spring Municipal Auditorium Upgrade
Big Spring, Texas**

SCHEDULE OF VALUES & SUB/SUPPLIER LIST

BASE BID

	DESCRIPTION OF WORK	UNIT	EST. QTY.	BID UNIT PRICE	BID PRICE	PROPOSED SUB
1	General Conditions, Bonds, Insurance, Permits & Profit	LS	1	\$120,916	\$120,916	Mid-Tex of Midland
4	Theatrical Lighting System (Incl. concrete, steel & electrical)	LS	1	\$399,852	\$399,852	Secoa Theater Equipment
5	Stage Rigging & Drapery System (Incl. electrical)	LS	1	\$266,867	\$266,867	Secoa Theater Equipment
6	Theater Seating Refurbishment	LS	1	\$11,365	\$11,365	Irwin Seating/Lone Star Furnishings
TOTALS - BASE BID					\$799,000	

ALTERNATE #1 - AUDIO SYSTEM COMPONENTS

	DESCRIPTION OF WORK	UNIT	EST. QTY.	SCHED. VALUE ALT. 1		PROPOSED SUB
A1-1	General Conditions, Bonds, Insurance, Permits & Profit	LS	1	\$24,877	\$24,877	Mid-Tex of Midland
A1-2	Main digital mixer, digital snake system, presentation mixer, amplifiers, signal processing, main speakers, wiring, racks and plates (Includes HVAC & Electrical)	LS	1	\$231,381	\$231,381	San Antonio Stage & Lighting
A1-3	Loose microphones, stands and cables (Alternate 11030-1)	LS	1	\$14,377	\$14,377	San Antonio Stage & Lighting
A1-4	Portable monitor speakers	EA	4	\$1,090	\$4,360	San Antonio Stage & Lighting
A1-5	Wireless microphones (Alternate 11030-2)	EA	16	\$1,117	\$17,872	San Antonio Stage & Lighting
A1-6	AV Presentation System to include projector, interfaces, routing switcher, screen and controls (Includes Electrical)	LS	1	\$110,133	\$110,133	San Antonio Stage & Lighting
A1-7	Intercom system to include master station, belt packs, headsets, dressing room speaker stations, and cables	LS	1	**	**	
TOTALS - ALTERNATE #1					\$403,000	

TOTAL FOR BASE BID & ALTERNATE #1

\$1,202,000

** Per San Antonio Stage & Lighting, no pricing is included for this items as none was included in the specifications.

NOTE: Electrical rough-in and power equipment & wiring by Authority Electric. HVAC units per Addendum #1 by Bosworth Company.

ORDINANCE NO. _____

AN ORDINANCE 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 2014 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 ORDINANCE 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 ORDINANCE 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, 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, 2014, 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 \$11.8 million, and for WTX Cities by \$5 million; and

WHEREAS, WTX Cities coordinated its review of Atmos West Texas' RRM filing through its Executive Committee, assisted by WTX Cities' attorneys and consultants, to resolve issues identified in the Company's RRM filing; 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 Ordinance), which will increase the Company's revenues by \$ 4.3 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:

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That 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. That Atmos West Texas shall reimburse the reasonable ratemaking expenses of the WTX Cities in processing the Company's RRM application.

Section 4. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

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

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

Section 7. That consistent with the City Ordinance that established the RRM process, this Ordinance 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, 2015.

Section 8. That a copy of this Ordinance 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 Ordinance constitutes an emergency and an imperative public necessity that the Charter Rule requiring that City Ordinances must be read at two separate meetings of the City Council be suspended and said rule is hereby suspended.

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

Larry McLellan, Mayor

ATTEST:

Tami L. 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 03/15/2015	

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	\$ 15.50
Consumption Charge	\$ 0.14241 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 03/15/2015	

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	\$ 38.25
Consumption Charge	\$ 0.11375 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 03/15/2015	

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	\$ 336.50
Consumption Charge	\$ 0.08137 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 03/15/2015	

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	\$ 109.25
Consumption Charge	\$ 0.10043 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 03/15/2015	

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	\$ 336.50 per month
Consumption Charge	\$ 0.08137 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 03/15/2015	

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,

Curtailment 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.

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF BIG SPRING, TEXAS
AND HOWARD COUNTY JUNIOR COLLEGE**

This Interlocal Agreement is entered into by and between the City of Big Spring (“City”), a Texas home rule municipal corporation, and Howard County Junior College, (“Howard College”) whose address is 1001 Birdwell Lane, Big Spring, Texas 79720, for the construction of detention and retention ponds located on Howard College property, in Big Spring, Texas.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes governmental entities to contract with each other to perform governmental functions and services under the terms thereof; and

WHEREAS, the City and Howard College are political subdivisions of the State of Texas;

NOW, THEREFORE, the City and Howard College, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

1. **Agreement.** The City will furnish equipment and man hours to construct detention and retention ponds off of Kentucky Way, east of Howard College Stadium. The Concept Plan for the Project is attached hereto as Exhibit A and incorporated by reference for all purposes. The College will provide land, design, survey, and construction inspection costs.
2. **Term.** This Agreement shall become effective upon execution of this Agreement by the Parties and shall terminate upon completion of the Project.
3. **Assignment.** This Agreement may not be assigned by Howard College without the written consent of the City.
4. **Consideration.** The construction of said detention and retention ponds on Howard College property will alleviate storm water drainage issues, which adversely affect surrounding city streets and residential property.
5. **Insurance and Indemnification.** Both City and Howard College shall maintain insurance policies meeting the insurance requirements specified on Exhibit “B,” attached hereto and incorporated herein by reference for all purposes.
6. **Indemnification.** Each Party agrees to indemnify, defend, and hold the other Party, its councilmembers, officials, directors, agents, guests, invitees, consultants, and employees free and harmless, to the extent allowed by law in the State of Texas, from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses, attorney’s fees, and expenses asserted by any person or persons including agents or employees of Howard College or the City, by reason of death or injury to persons, or loss or damage to property, resulting from or arising out of, the violation of any law or regulation or in any manner attributable to any act of commission, omission, negligence, or fault of the either Party, its agents, volunteers, or employees, or the joint negligence or fault Howard

College and the City as a consequence of its execution or performance of this Agreement, the conduct of any events contemplated by the Agreement or sustained in or upon the event location, or as a result of anything claimed to be done or admitted to be done by Howard College or the City hereunder. This indemnification shall survive the term of this Agreement as long as any liability could be asserted. Nothing herein shall require Howard College or the City to indemnify, defend, or hold harmless any indemnified Party for the indemnified Party's own negligence or willful misconduct.

- 7. **Choice of Law/Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action arising out of or connected in any way with this Agreement shall be in Howard County, Texas. If any covenant, condition, or provision contained herein is held to be invalid by any Court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition, or provision herein contained.
- 8. **Notices.** Any notices or demands pursuant to the terms of this Agreement shall be in writing and shall be deemed served and received when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested by certified mail addressed to the Parties as follows:

City:	City of Big Spring	Howard College:	Howard College
	City Manager		1001 Birdwell Lane
	310 Nolan St.		Big Spring, TX 79720
	Big Spring, TX 79720		

- 9. **Entire Agreement.** This Agreement, together with any and all exhibits attached hereto constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof.

EXECUTED BY AUTHORIZED REPRESENTATIVES IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE ____ DAY OF _____, 2015.

CITY OF BIG SPRING

ATTEST:

Larry McLellan, Mayor

Tami Davis, Assistant City Secretary

HOWARD COLLEGE

Signature

Printed Name/Title

EXHIBIT B

1. General Insurance Conditions

The following conditions shall apply to all insurance policies obtained by the Parties for the purpose of complying with this Agreement.

1.1. Satisfactory Companies

Coverage shall be maintained with insurers and under forms of policies satisfactory to City and Howard College and with insurers licensed to do business in Texas.

1.2. Named Insured & Loss Payable Endorsements

All insurance policies required herein shall be drawn in the name of the holding Party, with the other Party, its councilmembers, board and commission members, officials, agents, guests, invitees, consultants, and employees named as additional insureds.

1.3. Waiver of Subrogation

The holding Party shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against the other Party, its councilmembers, board and committee members, officials, agents, guests, invitees, consultants, and employees.

1.4. Certificates of Insurance

At or before the time of execution of this Agreement, the holding Party shall furnish the other Party's authorized agent with certificates of insurance as evidence that all of the policies required herein are in full force and effect and the required coverages and limits of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to the other Party not less than thirty (30) days advance notice in writing of cancellation, non-renewal, or material change in the policy, of insurance. In addition, the holding Party and insurance company shall immediately provide written notice to the other Party's authorized agent upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations, or alterations shall be furnished to the other Party's address as provided under section or paragraph of the Agreement entitled "Notices."

1.5. Liability

The procurement of such policy of insurance shall not be construed to be a limitation upon either Party's liability or as a full performance on either Party's part of the indemnification provisions of this Agreement. Each Party's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of either Party to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

2. Types and Amounts of Insurance Required

The Parties shall obtain and continuously maintain in full effect at all times during the term hereof, at each Party's sole expense, insurance coverages as follows with limits not less than those set forth below:

2.1. Commercial General Liability

This policy shall be a comprehensive occurrence-type policy and shall protect the Party and the additional insured against all claims arising from bodily injury, sickness, disease or death of any person (other than the other Party's employees) and damage to property of the City, Howard College, or others arising out of the act of omission of the Parties or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by the Party under the paragraph of this Agreement entitled "Indemnification," including lease liability, completed operations, products, liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premise/operations, and independent contractors (to remain in force for two (2) years after completion of the project).

Coverage shall be as follows:

\$2,000,000 General Aggregate

\$1,000,000 Each Occurrence

2.2 Automobile Liability

This policy shall be written in comprehensive form and shall protect the Party and the additional insured against all claims for injuries of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$50,000 Per Person

\$1,000,000 Per Occurrence

\$500,000 Property Damage

**FIRST AMENDMENT TO THE
PERFORMANCE AGREEMENT BETWEEN
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
AND
THE CITY OF BIG SPRING**

This First Amendment to the Performance Agreement Between Big Spring Economic Development Corporation and the City of Big Spring is made and entered into by and between the City of Big Spring, hereinafter referred to as "City," and the Big Spring Economic Development Corporation, hereinafter referred to as "EDC" for and in consideration of the mutual terms, conditions and covenants contained herein.

WHEREAS, City and EDC entered into that certain Performance Agreement Between Big Spring Economic Development Corporation and the City of Big Spring on or about December 9, 2014 (the "Agreement"); and

WHEREAS City and EDC mutually desire to enact changes to the Agreement to provide additional funding for improvements to the rail spur infrastructure on the McMahan Wrinkle Industrial Airpark, Big Spring, Texas;

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, City and EDC hereby amend the Agreement as follows:

1. The first sentence of Section 2 of the Contract is amended to read as follows:

"Maximum Financial Assistance. The words "Maximum Financial Assistance" means the sum of Three Million Two Hundred Fifty Thousand and no cents (\$3,250,000.00), which shall be the maximum amount of funds that the EDC will expend on the improvements depicted on the map attached hereto as Exhibit "A" and incorporated herein by reference."

2. Except as specifically amended hereby, all other provisions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, City and EDC have respectively executed this Amendment to be effective as of March 24, 2015.

CITY OF BIG SPRING

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

BIG SPRING ECONOMIC
DEVELOPMENT CORPORATION


Terry Hansen, President

ATTEST:


Secretary

**PERFORMANCE AGREEMENT BETWEEN
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
AND
THE CITY OF BIG SPRING**

This agreement is made and entered into by and between Big Spring Economic Development Corporation a Texas non-profit corporation, hereinafter referred to as the "EDC" and the City of Big Spring, Texas a Texas home-rule municipality, hereinafter referred to as the "City," collectively hereinafter referred to as the "Parties." The Agreement shall become effective upon execution by both Parties, the "Effective Date."

1. RECITALS

WHEREAS, the EDC is a Type A economic development corporation created pursuant to Chapter 504 of the Texas Local Government Code, as amended ; and

WHEREAS, the City finds it necessary to construct additional rail spur infrastructure on the McMahon Wrinkle Industrial Airpark, Big Spring, Texas for the benefit of its tenants and potential new businesses; and

WHEREAS the improvements to be made are to be detailed in the design-build agreement between the EDC (owner), Bartlett-West (architect-engineer) and contractor to be determined; and

WHEREAS, EDC finds that the Improvements meet the definition of a "project" as defined in Section 501.103 of the Texas Local Government Code, in that they are "required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises;" and

WHEREAS, the EDC is willing to provide funding for, and to manage and direct the construction of, the Improvements with the expectation that existing jobs will be added or retained as a result;

NOW THEREFORE, in consideration of the mutual agreements, covenants and conditions contained herein, the Parties agree as follows:

2. DEFINITIONS

Maximum Financial Assistance. The words "Maximum Financial Assistance" means the sum of One Million Five Hundred Thousand and no cents (\$1,500,000.00), which shall be the maximum amount of funds that the EDC will expend on the Improvements depicted on the map attached hereto as Exhibit "A" and incorporated herein by reference. The EDC will be responsible for maintaining records of the expenditures on the Improvements.

Contract No. C106-2014

3. AGREEMENT

The EDC agrees to hire a competent design-builder to design and construct the Improvements. The EDC will require the design-builder it hires to construct the Improvements, to submit a detailed design plan of the Improvements to the City's Airport Director and obtain his approval in writing prior to beginning any construction activities. The EDC will also require the design-builder to obtain the types and amounts of insurance coverage that the City requires of contractors performing work on City premises. The EDC will require the design-builder to provide a payment bond securing payment to all subcontractors and vendors. The Parties agree that the Improvements shall be the sole property of the City and no liens or other encumbrances shall be placed on the Improvements. The City further agrees that it will be responsible for maintenance of the Improvements after completion either through its Lessee, Transport Handling Specialists, Inc. or through such other means as the City shall deem prudent in its sole discretion.

5. TERM

This Agreement shall be effective for 1 year from the Effective Date, unless terminated sooner hereunder.

6. MISCELLANEOUS PROVISIONS

- a. **Venue.** Texas law shall govern interpretation of this Agreement and all disputes hereunder. This Agreement is to be performed in Howard County, Texas, and venue of any dispute between the parties shall be fixed in Howard County, Texas.
- b. **Signature Authority.** The persons executing this Agreement are authorized to sign this Agreement on behalf of the party for which they sign, and have the express power to bind the parties for which they sign.
- c. **Notice.** Notices or correspondence under this Agreement to either party from the other may be personally delivered or sent by First Class Mail, overnight courier or facsimile.

Notice to EDC shall be sent to:

215 W. Third Street
PO Box 3359
Big Spring, Texas 79721-3359
Attn: Terry Wegman, Director
Facsimile: 432-264-6042

Notice to the City shall be sent to:

310 Nolan Street
Big Spring, TX 79720
Attn: Todd Darden, City Manager
Facsimile: 432-263-8310

- d. **Waiver.** No waiver by either party of any provision of this Agreement shall be effective unless in writing and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.
- e. **Assignment.** Neither party may assign this Agreement without the prior written approval of the other party.
- f. **Entire Agreement/Binding Authority.** This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents and assigns.
- g. **Amendments.** This Agreement, together with any related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- h. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- i. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

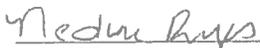
Signature Pages Follow:

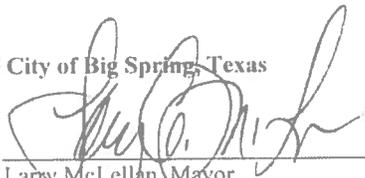
Big Spring Economic Development Corporation

By: 
Terry Hansen, President

Date executed: _____

Attest:


Nadine Reyes, Secretary

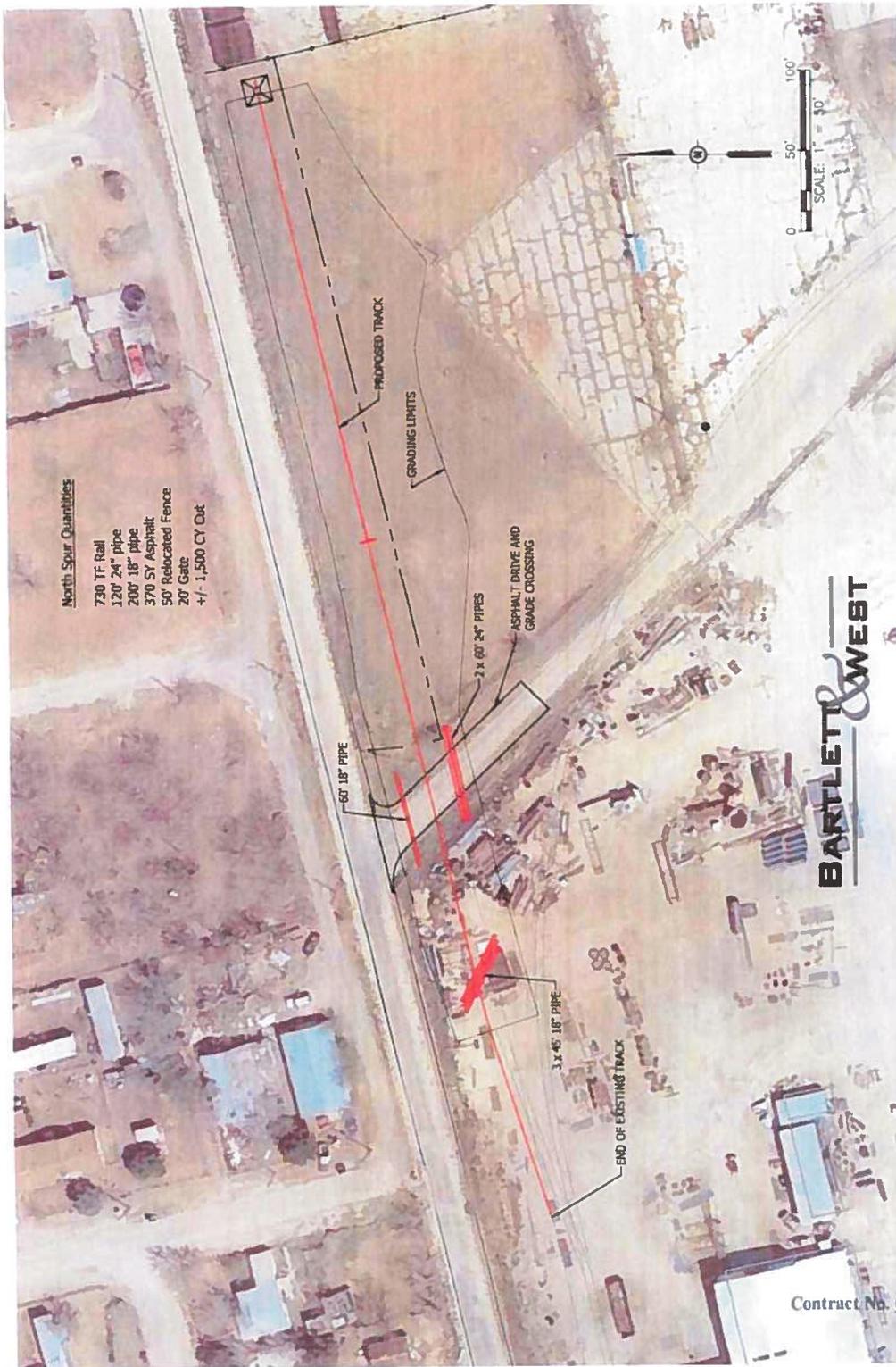
The City of Big Spring, Texas
By: 
Larry McLellan, Mayor

Date executed: 12-9-14

Attest:


Tami Davis, Asst City Secretary

Exhibit "A"



	Actual 2012-2013	Projected 2013-2014	Budget 2014-2015
Beginning Fund Balance	6,191,899	7,121,457	3,033,657
Revenues			
Special Revenue	0	0	0
Sales Tax Revenue	2,228,827	0	2,250,000
Other Financial Resources	0		
Interest Income	248,540	144,856	150,000
Rental Income	9,000	9,000	7,000
Chamber Reimbursement	4,948	4,826	4,500
Total Income	2,491,314	158,682	2,411,500
Expense			
Personal Services	153,154	157,885	160,648
Facilities	27,467	16,801	53,800
Office	9,454	5,015	9,025
Contractual Services	26,341	26,613	55,000
Insurance	8,816	8,385	9,150
Meetings/Workshops	12,607	5,191	12,000
Professional Development	3,432	100	3,000
Promotion	23,085	10,571	13,500
Economic Development	537,762	3,258,855	3,720,250
Type B Projects	750,000	750,000	750,000
Interest Paid	7,970	7,066	0
Capital Outlay	1,669	0	10,000
Total Expense	1,561,756	4,246,482	4,796,373
Net Income	929,558	-4,087,800	-2,384,873
Ending Fund Balance (Unreserved & Undesignated)	7,121,457	3,033,657	648,784

Big Spring Economic Development Corp
 Budget Worksheet
 October 2014 through September 2015

	Actual		Projected		Budget	
	Oct '13 - Jun 14	Oct '13 - Sept 14	Oct '13 - Sept 14	Oct '13 - Sept 14	Oct '14 - Sept 15	Budget
Income						
Special Revenue	0.00			46,000.00		0.00
Sales Tax Revenue	1,756,618.90			2,250,000.00		2,250,000.00
Interest Income	122,040.81	144,856.00		25,000.00		150,000.00
Rental Income	6,750.00	9,000.00		9,000.00		7,000.00
Chamber Reimbursement	3,619.88	4,826.00		4,500.00		4,500.00
Total Income	1,889,029.59	158,682.00		2,334,500.00		2,411,500.00
Expense						
Personal Services						
Salaries	88,303.19	117,752.00		116,905.00		119,936.74
Payroll Taxes	1,341.66	1,788.88		2,136.00		1,823.81
Retirement	19,009.41	26,641.55		21,882.00		27,155.23
Employee Insurance	5,116.41	6,821.88		7,000.00		6,481.00
Car Allowance	3,600.00	4,800.00		4,800.00		4,800.00
Workers Compensation	60.50	80.67		300.00		451.00
Total Personal Services	117,431.17	157,884.98		153,023.00		160,647.78
Facilities						
Repairs and Maint	1,593.20	2,124.27		42,000.00		40,000.00
Telephone	4,209.96	5,613.28		6,800.00		4,800.00
Utilities	6,797.61	9,063.48		9,000.00		9,000.00
Total Facilities	12,600.77	16,801.03		57,800.00		53,800.00
Office						
Supplies	2,967.73	3,956.00		5,500.00		5,000.00
Computer	151.21	201.61		2,000.00		2,000.00
Postage/Shipping	172.40	229.86		275.00		275.00
Personal Mileage	470.93	627.90		1,750.00		1,750.00
Total Office	3,762.27	5,015.37		9,525.00		9,025.00
Contractual Services						
Legal Fees	315.50	420.66		5,000.00		15,000.00
Accounting Fees	12,600.00	13,800.00		11,000.00		14,000.00
Janitorial Services	3,600.00	5,400.00		5,500.00		5,500.00
Contract Labor						
Professional Services	0.00	0.00		3,000.00		13,000.00
Dues & Subscriptions	5,244.09	6,992.12		7,500.00		7,500.00

Big Spring Economic Development Corp
 Budget Worksheet
 October 2014 through September 2015

	Oct '13 - Jun 14	Oct '13 - Sept 14	Oct '13- Sept 14	Oct '14 - Sept 15
Total Contractual Services	21,759.59	26,612.78	32,000.00	55,000.00
Insurance				
Property Insurance	4,341.33	4,341.33	5,000.00	5,050.00
Officer's Liab Insurance	3,544.00	3,544.00	3,600.00	3,600.00
Surety Bond	0.00	500.00	500.00	500.00
Other Property	0.00	-	-	-
Total Insurance	7,885.33	8,385.33	9,100.00	9,150.00
Meetings/Workshops				
Big Spring Day	0.00	-	-	5,000.00
Ag Expo	0.00	1,000.00	1,000.00	1,000.00
Meetings & Workshops	3,143.35	4,191.13	6,000.00	6,000.00
Total Meetings/Workshops	3,143.35	5,191.13	7,000.00	12,000.00
Professional Development				
Promotion	75.00	100.00	5,000.00	3,000.00
Promotion	5,768.52	7,691.36	20,000.00	10,000.00
Magnet Promotion	2,160.00	2,880.00	3,500.00	3,500.00
Total Promotion	7,928.52	10,571.36	23,500.00	13,500.00
Economic Development				
Leading EDG	18,750.00	25,000.00	40,000.00	25,000.00
Plains Cotton Coop Association	31,200.00	31,200.00	20,000.00	29,800.00
Transport Handling	0.00	-	-	-
Ceram Kote	0.00	54,600.00	35,000.00	52,150.00
Acme Energy	115,200.00	115,200.00	90,000.00	108,900.00
Desert Tanks	130,400.00	130,400.00	80,000.00	124,800.00
Boyce Galvanizing	104,616.02	104,616.02	67,500.00	-
John Crane Production Solutions	0.00	-	60,000.00	93,600.00
Workforce	-	-	2,000.00	2,000.00
Prospect Activity	299.23	398.97	12,000.00	12,000.00
Airpark Rail Infrastructure	493,432.20	1,498,429.20	1,500,000.00	3,250,000.00
Comprehensive Plan Funding	-	284,203.00	284,203.00	-
City Sewer Infrastructure	-	1,000,000.00	1,000,000.00	-
Ports to Plains	0.00	14,807.70	15,000.00	15,000.00
Certified Retirement Community	-	-	7,000.00	7,000.00
Future Projects in Work				

Big Spring Economic Development Corp
 Budget Worksheet
 October 2014 through September 2015

	Oct '13 - Jun 14	Oct '13 - Sept 14	Oct '13- Sept 14	Oct '14 - Sept 15
Total Economic Development	893,897.45	3,258,854.89	3,212,703.00	3,720,250.00
Type B Projects	750,000.00	750,000.00	750,000.00	750,000.00
Interest Paid	7,065.55	7,065.55	10,000.00	-
Capital Outlay				
Property Improvements			5,000.00	5,000.00
Building				
Equipment	0.00		5,000.00	5,000.00
Total Capital Outlay	0.00	0.00	10,000.00	10,000.00
Total Expense	1,825,549.00	4,246,482.41	4,279,651.00	4,796,372.78
Net Income	63,480.59	(4,087,800.41)	(1,945,151.00)	(2,384,872.78)