



CITY COUNCIL AGENDA

Tuesday, May 12, 2015

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, May 12, 2015, at 5:30 p.m. in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

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

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

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

Thank You!

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

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

Announcements & Public Hearings

2. **Announcement** – Proclamation "National Nurses Week" McLellan

Disposition of Minutes

3. Approval of the Minutes of the Regular Meeting of April 28, 2015 5-10 Davis

Consent Items

4. Final Reading of an Ordinance Amending Chapter Three of the Code of Ordinances Entitled "Animals," Article 3 Entitled "Miscellaneous Regulations" by Adding a New Section 3-13-1 Entitled "Animals and Community Events" Prohibiting Animals at the Amphitheater During Community Events; Providing for Severability; and Providing an Effective Date 11-12 Williams

- | | | | |
|----|--|-------|----------|
| 5. | Final Reading of an Ordinance Amending Chapter Six of the Code of Ordinances Entitled "Cemeteries, Parks and Recreation," by Amending Article 11, Entitled "Russ McEwen Aquatic Center," Section 6-194 Entitled "Private Group Rentals" to Reduce the Full Facility Rental, with a Two Hour Minimum, from \$500.00 per Hour to \$200.00 per Hour and to Reduce the Required Deposit from \$500.00 to \$200.00; Providing for Severability; and Providing an Effective Date | 13-15 | Womack |
| 6. | Final Reading of an Ordinance Amending Ordinance Number 048-2014 Which Adopted the Annual Budget for the Fiscal Year Beginning October 1, 2014 and Ending September 30, 2015 to Increase the Airpark Fund Budget for the Purpose of Providing a 50/50 TxDOT Match Overrun of the Costs Associated with New T-Hangars; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; Providing an Effective Date | 16-17 | Little |
| 7. | Final Reading of an Ordinance, Approving a Final Plat on an Approximately 18.049 Acre Tract Located on the Southwest Corner of the Intersection of Donley Street and 20 th Street, More Specifically, this Property Occupies approximately 18.049 Acres Out of the South Half of Section 5, Block 32, T-1-S, T.&P. RR. Co. Survey, Howard County, Texas, in South Central Big Spring; Providing for Severability; and Providing an Effective Date | 18-20 | Johnston |
| 8. | Final Reading of a Resolution Authorizing and Directing the Mayor to Execute on Behalf of Said City, All Necessary Documents to Vacate and Abandon the Alley Located in Block 37 of the Bauer Addition, Big Spring, Howard County, Texas, Save and Except a 20' Public Utility Easement | 21-23 | Johnston |
| 9. | Acceptance of the McMahan-Wrinkle Airport and Industrial Park Development Board Meeting Minutes for the Meeting of March 19, 2015 | 24-26 | Little |

Routine Business

- | | | | |
|-----|--|--|---------|
| 10. | Vouchers for 04/30/15 \$ 1,201,656.59
Vouchers for 05/07/15 \$ 1,309,644.29 | | Harbour |
|-----|--|--|---------|

New Business

- | | | | |
|-----|---|-------|----------|
| 11. | Emergency Reading of an Ordinance Canvassing the Returns and Declaring the Results of the General Election Which was Held on the 9 th Day of May, 2015, for the Purpose of Electing Councilmember District Two | 27-28 | Moore |
| 12. | Recognition of Outgoing Councilmembers | | McLellan |

- | | | | |
|-----|---|-------|-------------|
| 13. | Administer Oath of Office to Duly Elected Councilmembers | | Judge Green |
| 14. | Emergency Reading of an Ordinance Calling for a Runoff Election to be Held on the 6 th Day of June, 2015, for the Purpose of Electing One Person to Serve as District Two Councilmember, Who Shall Be Elected by Majority Vote of the Qualified Voters of District Two; Designating a Polling Place Within the City; Authorizing the Mayor to Execute Notice and Have the Notice Posted for the Purpose of Notifying the Public of Said Election | 29-30 | Moore |
| 15. | First Reading of an Ordinance Amending Chapter Two of the Big Spring Code of Ordinances Entitled "Alcoholic Beverages" by Amending Section 2-7 Entitled "Possession and Consumption of Alcoholic Beverages Prohibited in City Parks; Exceptions," Subpart (B) to Include Events Hosted at the Mi Familia Pavilion at Bert Andries Park in the Exceptions which Permit the Possession and Consumption of Alcohol in City Parks under Certain Circumstances; Providing for Severability; Providing for Publication; and Providing an Effective Date | 31-33 | Darden |
| 16. | First Reading of an Ordinance Amending Chapter Six of the Big Spring Code of Ordinances Entitled "Cemeteries, Parks and Recreation," by Amending Article 4, Division 4 Entitled "Miscellaneous Regulation," Section 6-107 to Authorize the Sale, Service, or Consumption of Alcohol at the Mi Familia Pavilion at Bert Andries Park, to Establish Alcohol Permit Fees and Use Regulations; Providing for Severability; Providing for Publication; and Providing an Effective Date | 34-36 | Darden |
| 16. | First Reading of an Ordinance Amending Chapter Thirteen of the Big Spring Code of Ordinances Entitled "Health, Safety and Nuisances," Article 5 Entitled "Food and Food Establishments" Section 13-104 Entitled "Permit Fees," Subpart (D) Entitled "Temporary Food Establishments" to Provide for a 14-Day Multiple Event Permit and Establishing a Permit Fee of \$75.00; Providing for Severability, and Providing an Effective Date | 37-38 | Ferguson |
| 17. | Consideration and Approval of an Industrial Park Lease with Tank Safety Gauge, Inc. and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 39-54 | Little |
| 18. | City Manager's Reappointment to Civil Service Commission | | Darden |
| 19. | Approval of Investment Report for the Quarter Ending March 31, 2015 | 55-57 | Moore |

City Manager's Report

20. Standing Report

Darden

Council Input

21. Input

McLellan

22. 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, May 8, 2015 at 4:30 p.m. In addition, this agenda and supporting documents are posted on the City of Big Spring's website, www.mybigspring.com in accordance with legal requirements.



Tami L. Davis, Assistant City Secretary

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

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

May _____, 2015 at _____ a.m./p.m.

By: _____

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

The City Council of the City of Big Spring, Texas, met in a regular meeting in the City Council Chambers located at 307 E. 4th, Big Spring, Texas, at 5:30 p.m., April 28, 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
KAYE EDWARDS	City Attorney
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
JOHNNY WOMACK	Public Works 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

ANNOUNCEMENT – PROCLAMATION “NATIONAL POLICE WEEK”

Mayor McLellan read a proclamation for “National Police Week” for the week of May 10 through May 16, 2015.

PUBLIC HEARING – FINAL PLAT ON AN APPROXIMATELY 18.049 ACRE TRACT LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF DONLEY STREET AND 20TH STREET, MORE SPECIFICALLY, THIS PROPERTY OCCUPIES APPROXIMATELY 18.049 ACRES OUT OF THE SOUTH HALF OF SECTION 5, BLOCK 32, T-1-S, T&P RR. CO. SURVEY, HOWARD COUNTY, TEXAS, IN SOUTH CENTRAL BIG SPRING

Motion was made Councilmember Harbour, seconded by Mayor Pro Tem Benavides, with all Councilmembers voting “aye” to open the above captioned public hearing. No comments were made. Motion was made by Councilmember Myers, seconded by Mayor Pro Tem Benavides, with all Councilmembers voting “aye” to close the public hearing.

PUBLIC HEARING – REGARDING ABANDONMENT OF THE ALLEY LOCATED IN BLOCK 37 OF THE BAUER ADDITION, BIG SPRING, TEXAS, EXCEPT A 20’ PUBLIC UTILITY EASEMENT

Motion was made Councilmember Boyd, seconded by Councilmember Harbour, with all Councilmembers voting “aye” to open the above captioned public hearing. No comments were made. Motion was made by Councilmember Marquez, seconded by Mayor Pro Tem Benavides, with all Councilmembers voting “aye” to close the public hearing.

PUBLIC HEARING – ALCOHOL IN NEIGHBORHOOD PARKS

Motion was made Councilmember Boyd, seconded by Councilmember Harbour, with all Councilmembers voting “aye” to open the above captioned public hearing. As requested at the Council meeting dated April 14, 2015 a survey surrounding the Bert Andries Park was completed by staff consisting of residents within two hundred (200) feet of the park regarding the sale and consumption of alcohol beverages by permit. The results were as follows: Door to Door Survey & Letters returned; In favor – 12, not in favor – 2; and neither – 3. Several public comments were made in favor of alcohol in the Bert Andries Park. Motion was made by Mayor Pro Tem Benavides, seconded by Councilmember Harbour, with all Councilmembers voting “aye” to close the public hearing.

DISPOSITION OF MINUTES

APPROVAL OF MINUTES OF THE REGULAR MEETING OF APRIL 14, 2015

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

CONSENT ITEMS

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

FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NUMBER 048-2014 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015 BY INCREASING THE GENERAL FUND BUDGET FOR THE PURPOSE OF PURCHASING ADDITIONAL FIRE EQUIPMENT THROUGH A PERMIAN BASIN FIREFIGHTER

GRANT; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH;
PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

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

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

OTHER BUSINESS

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

Motion was made by Mayor Pro Tem Benavides, seconded by Councilmember Harbour, (with further clarification, Councilmember Myers asked the Mayor if this ordinance addressed the alcohol issue and the Mayor responded “no”) with all members of the Council voting “aye” approving the above captioned ordinance.

ROUTINE BUSINESS

Councilmember Marquez reviewed the vouchers in the amount of \$1,034,935.25 (04/10/15) and \$576,163.57 (04/23/15). Motion was made by Councilmember Marquez, seconded by Councilmember Boyd, with all members of the Council voting “aye” approving the above listed vouchers.

NEW BUSINESS

FIRST READING OF AN ORDINANCE AMENDING CHAPTER THREE OF THE CODE OF ORDINANCES ENTITLED “ANIMALS,” ARTICLE 3 ENTITLED “MISCELLANEOUS REGULATIONS” BY ADDING A NEW SECTION 3-13-1 ENTITLED “ANIMALS AND COMMUNITY EVENTS” PROHIBITING ANIMALS AT THE AMPHITHEATER DURING COMMUNITY EVENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

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

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

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

FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NUMBER 048-2014 WHICH ADOPTED THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015 TO INCREASE THE AIRPARK FUND BUDGET FOR THE PURPOSE OF PROVIDING A 50/50 TxDOT MATCH OVERRUN OF THE COSTS ASSOCIATED WITH NEW T-HANGARS; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE

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

FIRST READING OF AN ORDINANCE APPROVING A FINAL PLAT ON AN APPROXIMATELY 18-049 ACRE TRACT LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF DONLEY STREET AND 20TH STREET, MORE SPECIFICALLY, THIS PROPERTY OCCUPIES APPROXIMATELY 18.049 ACRES OUT OF THE SOUTH HALF OF SECTION 5, BLOCK 32, T-1-S, T&P RR. CO. SURVEY, HOWARD COUNTY, TEXAS, IN SOUTH CENTRAL BIG SPRING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

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

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

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

CONSIDERATION AND PERMISSION TO APPLY FOR THE BUREAU OF JUSTICE ASSISTANCE (BJA) GRANT AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

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

CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH JACOB & MARTIN, LTD., FOR THE WATER TREATMENT PLANT SCADA IMPROVEMENTS AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

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

APPROVAL AND ACCEPTANCE OF THE MINUTES OF THE REGULAR MEETING OF THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION HELD ON MARCH 23, 2015

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

CITY MANAGER'S REPORT

Mr. Darden announced that the Budget worksessions were revised and are scheduled for July 28 through 30. Mr. Darden also announced that the Colorado River Municipal Water District Board have two board members terms that will expire on May 31st.

COUNCIL INPUT

Mayor McLellan announced that he visited Big Spring High School and heard input from students and the experience was very encouraging. Mayor McLellan also reminded citizens how important voting is.

Councilmember Marquez asked that the large item pickup program be addressed again and also recommended that the city make a place for citizens to take tree limbs.

Councilmember Harbour encouraged citizens to vote and also invited everyone to the Cinco de Mayo celebration this weekend.

Councilmember Myers asked the staff for an update on the spring project at the Comanche Trail Park.

Councilmember McDonald appreciated all the citizen support in District Four and advised the Councilmembers to attend the annual TML Conference.

Mayor Pro Tem Bendavides expressed that he was proud to be a part of Big Spring as some great things are happening.

Councilmember Boyd encouraged citizens that were concerned with the Jade Helm Project to go on their website.

ADJOURN

Mayor McLellan adjourned the meeting at 6:55 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

MEMORANDUM

TO: City Council
FROM: Kaye H. Edwards, City Attorney *KHE*
DATE: May 8, 2015
RE: Proposed Ordinance: Chap.3, Art. 3, Sec. 13-3-1

At last City Council meeting, Councilmember Harbour asked about animals that were part of the show being performed at the amphitheater. A phrase has been added at the end of the section to clarify that such animals will be permitted on the premises.

ORDINANCE NO. _____

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

WHEREAS, the City Council finds it in the best interest of the public health, safety and welfare to prohibit animals at the Amphitheater during community events;

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

SECTION 1. The City of Big Spring Code of Ordinances, Chapter 3 entitled “Animals,” Article 3 entitled “Miscellaneous Regulations” is hereby amended to include a new Section 3-13-1 entitled “Animals and Community Events” which shall read in its entirety as follows:

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

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

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

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

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

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

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

ATTEST:

Larry McLellan, Mayor

Tami Davis, Assistant City Secretary

MEMORANDUM

TO: City Council
FROM: Kaye H. Edwards, City Attorney *KHE*
DATE: May 8, 2015
RE: Proposed Ordinance: Chap.6, Art. 11, Sec. 6-194

At last City Council meeting, the Council inquired about the ability to bring food, drinks, ice chests, etc. into the Aquatic Center during full facility rentals on Mondays, since the concession stand would be closed. Two sentences have been added at the end of paragraph 2 to address this because, as a general rule, while persons may bring in birthday cakes, the other items may not be carried into the Aquatic Center. The added sentences read as follows: "Guests who have reserved the full facility are permitted to bring drinks, snack items, utensils, plastic/paper cups and plates, and ice chests into the Aquatic Center. No glass or metal containers are permitted."

ORDINANCE _____

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

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

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

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

Sec. 6-194 Private Group Rentals.

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

- 2. Full Facility Rental:** The Aquatic Center may be reserved for private rental on Mondays at the rate of \$200.00 per hour with a two hour minimum. A \$200.00 refundable cleaning and damage deposit and the facility rental fee must be paid at the time of the reservation. Reservations are subject to availability of the facility and staff and must be made at least five business days in advance. Guests who have reserved the full facility are permitted to bring drinks, snack items, utensils, plastic/paper cups and plates, and ice chests into the Aquatic Center. No glass or metal containers are permitted.

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

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

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

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

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

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING SPRING, TEXAS, AMENDING ORDINANCE NUMBER 048-2014 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015 TO INCREASE THE AIRPARK FUND BUDGET FOR THE PURPOSE OF PROVIDING A 50/50 TxDOT MATCH OVERRUN OF THE COSTS ASSOCIATED WITH NEW T-HANGARS; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, funding for new T-Hangars for the Big Spring McMahon-Wrinkle Airport included in the annual budget is not sufficient to fund the cost overrun;

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

SECTION 1. Enacted.

THAT the Airpark Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2014 and ending September 30, 2015 is hereby increased by the amount of \$98,500 for the purpose of funding a 50/50 TxDOT match overrun of the costs associated with new T-Hangars. These funds will be taken from the Airpark unrestricted net position.

SECTION 2. Continuing effect.

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

SECTION 3. Repeal.

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

SECTION 4. Publication.

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

SECTION 5. Effective Date.

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

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

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

CITY OF BIG SPRING

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

ATTEST:

Larry McLellan, Mayor

Tami Davis, Asst. City Secretary

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

SCALE: 1" = 100'
0 50 100 200
DRAWING SCALE - FEET

NOTE: Bearings shown herein are based on the Texas Coordinate System - Central Time. Distances shown are surface horizontal.

LEGEND:

- Found 1/2" Iron Pipe or Rod (where indicated)
- Set 1/2" Iron Rod with Cap

CERTIFICATION OF OWNER

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

Kyle Wilks, Executive Officer

**STATE OF TEXAS
COUNTY OF**

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

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

Notary Public, State of Texas

CERTIFICATION OF SURVEYOR

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

REGISTERED PROFESSIONAL LAND SURVEYOR

CERTIFICATION OF ENGINEER

**STATE OF TEXAS
COUNTY OF TOM GREEN**
I, the undersigned, Licensed Professional Engineer in the State of Texas, hereby certify that proper engineering consideration has been given to this plat.

LICENSED PROFESSIONAL ENGINEER

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

DIRECTOR OF PUBLIC WORKS

CERTIFICATION OF PLANNING COMMISSION

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

DATED this _____ day of _____, 2015.

CHAIRPERSON

CERTIFICATION OF THE CITY SECRETARY

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

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

Witness my hand this _____ day of _____, 2015.

CITY SECRETARY

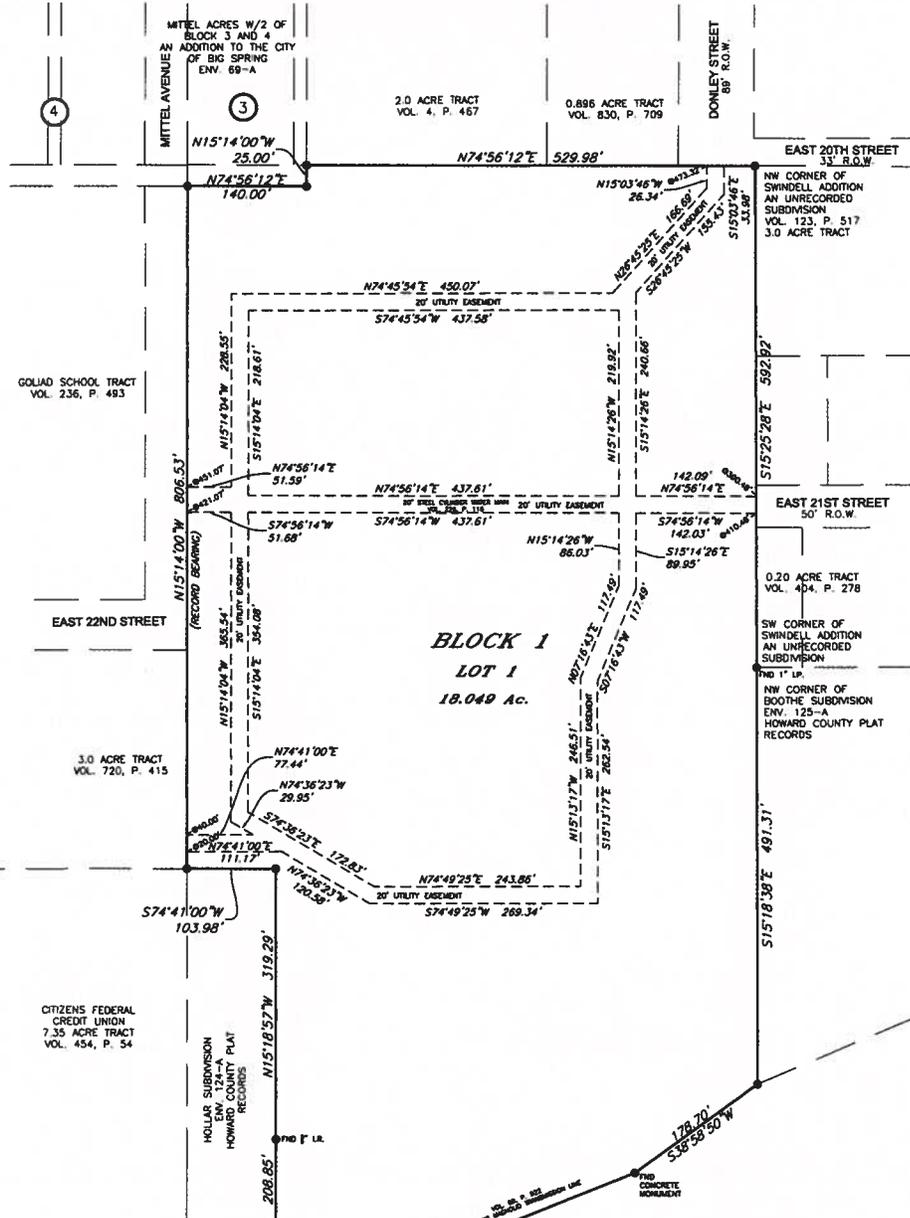
FILED FOR RECORD

This _____ day of _____, 2015, @

In envelope _____, Howard County Plat Records.

County Clerk
Howard County, Texas.

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



LEGAL DESCRIPTION

BEING a 18.049 acre tract of land out of the SW portion of Section 5, Block 32, T-1-S, T.R. P. RR. Co. Survey, Howard County, Texas, described by metes and bounds as follows:
 BEGINNING at 2" I.P. found in the North right-of-way line of FM Highway 700 (200' right-of-way) in the SW portion of Section 5, Block 32, T-1-S, T.R. P. RR. Co. Survey, Howard County, Texas, the SE corner of a 0.50 acre tract (Hollar Addition to the City of Big Spring) and for the SW corner of this tract; from whence the SW corner of said Section 5 bears S. 15° 14' E. 627.05' and S. 74° 35' W. 1166.38';
 THENCE N. 15° 13' 09" W. along the East line of said 0.50 acre tract 208.85' to a 5/8" I.P. found, the SE corner of a 0.815 acre tract and the NE corner of said 0.50 acre tract and for a corner of this tract;
 THENCE N. 15° 18' 57" W. along the East line of said 0.815 acre tract 319.29' to a 1/2" I.P. with cap set for the NE corner of said 0.815 acre tract and a corner of this tract;
 THENCE S. 74° 41' W. along the North line of said 0.815 acre tract, 103.98' to a 1/2" I.P. found for the NW corner of said 0.815 acre tract and corner of this tract;
 THENCE N. 15° 14' W. 806.53' to a 1/2" I.P. with cap set in the South line of Mittel Acres, an addition to the City of Big Spring, for the NW corner of this tract;
 THENCE N. 74° 56' 12" E. along the South line of said Mittel Acres, 140.0' to a 1/2" I.P. with cap set for the SE corner of the W/2 of Block 3 of said Mittel Acres and an interior corner of this tract;
 THENCE N. 15° 14' W. along an East line of said Mittel Acres, 25.0' to a 1/2" I.P. set in the South line of a 2.0 acre tract and for the most Easterly NW corner of this tract;
 THENCE N. 74° 56' 12" E. along the South line of said 2.0 acre tract, 529.98' to a 1/2" I.P. found, the NW corner of Swindell Addition, to the City of Big Spring and for the NE corner of this tract;
 THENCE S. 15° 25' 28" E. along the West line of old Swindell Addition, 592.92' to a 1/2" I.P. found, the SW corner of Swindell Addition and the NW corner of a 5.02 acre tract (Boothe Subdivision, to the City of Big Spring), for a point of angle in the East line of this tract;
 THENCE S. 15° 18' 38" E. along the West line of said 5.02 acre tract, 491.31' to a 1/2" I.P. found in the North right-of-way line of said FM Highway 700, the SW corner of said 5.02 acre tract for the SE corner of this tract;
 THENCE S. 38° 58' 50" W. along the North right-of-way line of said FM Highway 700, 178.7' to a 3" x 3" concrete Highway monument found for a point of angle in the South line of this tract;
 THENCE S. 53° 01' 23" W. along the North right-of-way line of said FM Highway 700, 455.68' to the PLACE OF BEGINNING.

SKG ENGINEERING, LLC
SURVEYING • ENVIRONMENTAL • LABORATORY
706 SOUTH AIRE STREET
SAN ANGELO, TEXAS 76903
PHONE: 325.633.0100
FAX: 325.637.0108
Firm No. 10102400
www.skg.com

Preliminary: this document shall not be recorded for any purposes and shall not be used or viewed or relied upon as a final survey document.

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

]

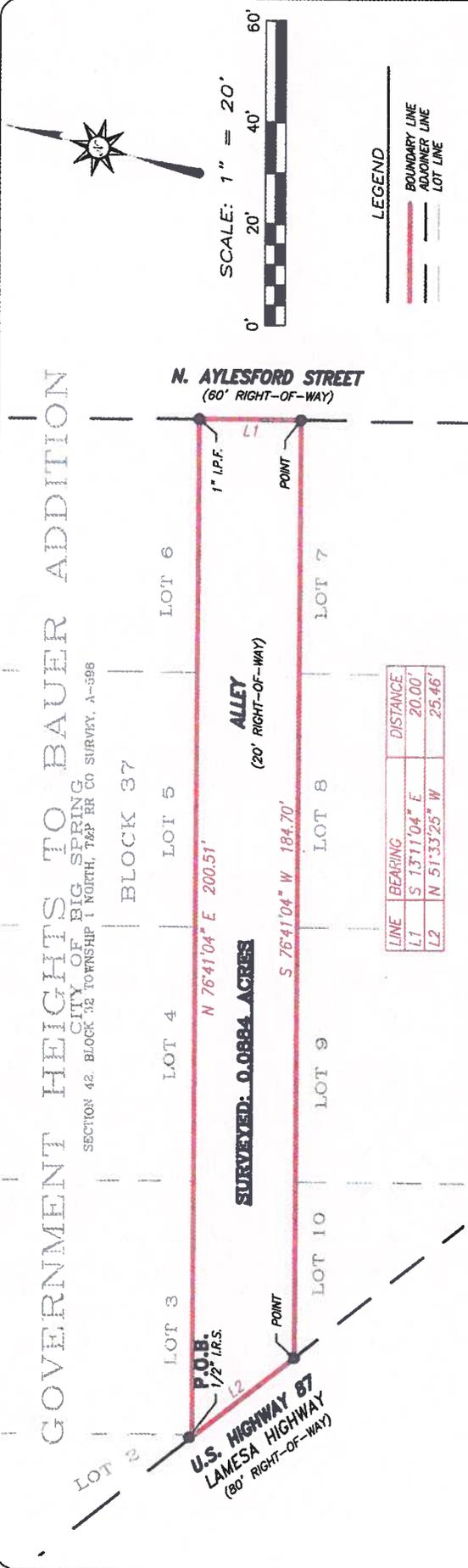
Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

GOVERNMENT HEIGHTS TO BAUER ADDITION

SECTION 42, BLOCK 32 TOWNSHIP 1 NORTH, T&EP RR CO SURVEY, A-598
CITY OF BIG SPRING



LINE	BEARING	DISTANCE
L1	S 13°11'04" E	20.00'
L2	N 51°33'25" W	25.46'

LEGAL DESCRIPTION: 20 FOOT WIDE ALLEY THROUGH BLOCK 37

NOTES:
1) THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

2) IN PROVIDING THIS BOUNDARY SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

ALL BEARINGS, DISTANCES, AND AREAS ARE GRID AND BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), TEXAS NORTH CENTRAL ZONE (4202) AS DETERMINED THROUGH GPS OBSERVATIONS. THE THETA ANGLE AT THE POINT OF BEGINNING IS -01° 37'48" AND THE COMBINED SCALE FACTOR IS 0.9999848637

I, ELVIS PETE ELROD, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THIS PLAT TO REFLECT AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING THE MONTH OF DECEMBER 2014.

GIVEN UNDER MY HAND & SEAL, THIS THE 17TH DAY OF APRIL 2015.



BY: *[Signature]*
ELVIS PETE ELROD
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6498

DRAWN BY: A.B.E. CHK. BY: E.P.E. JOB. NO: 5052 DWS. NO. 201514052 BOUNDARY PLAT.DWG. FB/PC: 2/100

LEGAL DESCRIPTION: 20 FOOT WIDE ALLEY THROUGH BLOCK 37

BEING A 0.0884 ACRE TRACT OF LAND SITUATED IN SECTION 42, BLOCK 32, TOWNSHIP 1 NORTH, T&EP RR CO SURVEY, ABSTRACT NO. 598, HOWARD COUNTY, TEXAS, BEING ALL OF THE 20 FOOT WIDE ALLEY THROUGH BLOCK 37, GOVERNMENT HEIGHTS TO BAUER ADDITION, CITY OF BIG SPRING, HOWARD COUNTY, TEXAS, DESCRIBED IN EMPLOYE 47, OF THE PLAT RECORDS, HOWARD COUNTY, TEXAS, SAVE AND EXCEPT THAT PORTION WHICH LIES WITHIN THE 80 FOOT RIGHT-OF-WAY OF U.S. HIGHWAY 87 (LAMESA HIGHWAY) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

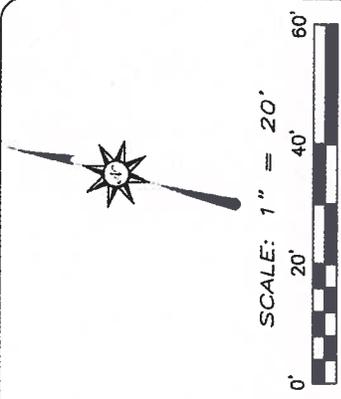
BEGINNING: at a 1/2" iron rod (set with cap marked "PATRIOT SURVEYING") in the east right-of-way line of U.S. Highway 87 (Lamesa Highway), and the west boundary line of Block 37, in the south boundary line of Lot 2;

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

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

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

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



CORNER LEGEND

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

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

www.patriot-surveying.com
PATRIOT SURVEYING, L.L.C.
FORM NO. 1019427
1022 COUNTY ROAD 231, ROTAN, TEXAS 79546
(326) 207-8393 OR (326) 207-6256
"SURVEYORS ON THE LEVEL"

CAPTIONED 2015
ALL RIGHTS RESERVED
PATRIOT SURVEYING, L.L.C.
ROTAN, TEXAS

City of Big Spring
Big Spring McMahon-Wrinkle Airport and Industrial Park
Development Board Meeting Minutes
March 19, 2015

The Big Spring Airport and Industrial Park Development Board met in Regular Session at 5:30 p.m., on Thursday, March 19, 2015 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Phillip Welch called the meeting to order at 5:37 p.m. with the following members in attendance:

Phillip Welch, Chairman
Wayne Dawson, Safety Officer
Jane Armstrong

Paschal Odom, Vice Chairman
Ned Crandall
Terry Hansen

Also in attendance:

Jim Little, Airport Director
Karen Reagan, Director's Assistant

Terry Wegman, Big Spring EDC
Steve Smith

Absent:

Willie Rangel

Item # 1

Call to Order

Phillip Welch called the meeting to order at 5:37 p.m.

Item # 2

Review and approve minutes from February 19, 2015 meeting

Motion to approve made by Jane Armstrong, seconded by Terry Hansen, with all members voting "aye" for acceptance of the minutes as written.

Item # 3

Big Spring Economic Development Corporation Update

Terry Wegman reported that Phase 3 funding for rail expansion running south down the tarmac was approved. The project will now go to City Council for a budget amendment and design planning will begin in early April. Phase 2 should be wrapped up quickly in late March. Fort Worth Pipe/Savage is considering potential rail development along the tarmac in conjunction with the EDC's Phase 3 rail project. Terry announced a meeting with TxDOT at the Hotel Settles on Friday, March 20, 2015 regarding the I-27 extension study. Big Spring is one of six cities being considered. The community is invited to attend. Union Pacific is doing design work on an Industrial Lead east of Big Spring that will give access to several different sites including Permian Industrial, Iron Horse, and others. January 2015 sales tax revenue is up 14% from one year ago. The bore under I-20 is currently taking place.

Item # 4

Rail Yard Development Activity

Jim mentioned that immediate and current activities include approval of Phase 3 rail expansion and new building construction by Prime Eco.

Item # 5

T-Hangar Project, Status

Jim indicated a predesign meeting for bidders took place March 18, 2015. There were several potential candidates. Bid opening will be April 1, 2015.

Item # 6

Airport Director Update

Jim reported that Justine Ruff is the new director of Midland Air & Space Port. Big Spring Airpark is currently 100% with 8 people on hand. The runways had closures due to icing for 1-2 days. Desert Tanks is in the process of being purchased by Curtis Pittman of Pits Oil Field Products and Services. The new owner is excited and ready to start fresh. The new tenant Prime-Eco has cleared land, moved in a trailer or mobile unit and RV, and poured the foundation for a warehouse. The City of Big Spring provided water and sewer lines for the company to connect to. Trace Engines is taking into consideration using ½ of the Alert Hangar for business needs including stocking, storage, and repair of engines as needed. TxDOT Aviation did a thorough job on the inspection of the approaches. There were 3 or 4 items in the report that will need to be addressed. Leadership Big Spring took place March 5th at the Airport. Jim felt it was a good group and session. For Director's Travel, Jim discussed the Permian Basin Airport Board meeting on April 21, 2015 and the TxDOT Aviation Conference in San Marcos, TX on April 15, 16, and 17. For Show and Tell, Jim described the tennis ball launcher technique to clear ice from the contraband curtains at Flightline and showed a slide show of the Big Spring Airport & Industrial Park.

Item # 7

Reliever Route/Airport Access Road

A meeting with landowners for this project with a focus on right-of-way purchase is scheduled for Monday, March 23, 2015.

Item # 8

Leased Building Issues

Both Desert Tanks buildings have door and lighting issues. Another issue is the roof repairs for several roofs on the Industrial Park.

Item #9

Airport Safety Committee Report

Wayne had nothing to report at this time.

Item # 10

Other Events and Activities

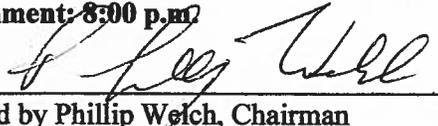
The board discussed rescheduling the Prairie Dog Breakfast Fly-In for June 20, 2015 from 8:00-11:00 a.m. due to a conflict with Denver City.

Item # 13

Next Meeting Date

April 23, 2015

Adjournment: 8:00 p.m.


Approved by Phillip Welch, Chairman

4-23-15
Date

**McMahon-Wrinkle Airport & Industrial Park
Development Board Meeting
March 19, 2015**

Notice is hereby given that the McMahon-Wrinkle Airport & Industrial Park Development Board of the City of Big Spring, Texas, will meet in Regular Session on Thursday, March 19, 2015 at 5:30pm. The meeting will be held at the Air Terminal located at 3200 Rickabaugh Drive West, Big Spring, Texas.

Section I

- A. Call to Order

Section II

- A. Review and approve minutes from February 19, 2015 meeting.

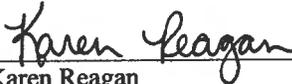
Section III

- A. Big Spring Economic Development Corporation Update
- B. Rail Yard Development Activity
- C. T-Hangar Project, Status
- D. Airport Director Update
- E. Reliever Route/Airport Access Road
- F. Leased Building Issues
- G. Airport Safety Committee Report
- H. Other Events and Activities

Section IV

- A. Board Member Updates
- B. Next Meeting Date: April 16, 2015

I hereby certify that this notice was posted on the bulletin boards at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas by Monday, March 16, 2015 before 4:30 pm.



Karen Reagan
Airpark Secretary

THIS MEETING FACILITY IS ACCESSIBLE TO DISABLED PERSONS. ANY DISABLED PERSON NEEDING SPECIAL ACCOMMODATIONS OR HEARING IMPAIRED PERSONS WISHING TO HAVE AN INTERPRETER SHOULD CONTACT KAREN REAGAN @ 432-264-2362. REQUESTS FOR AN INTERPRETER SHOULD BE MADE AT LEAST 48 HOURS IN ADVANCE OF THE MEETING TIME.

Agenda Removal Notice

This public notice was removed from the Official posting boards at the Big Spring Municipal Building, 310 Nolan Street, Big Spring, Texas on _____, 2015 at _____ p.m.

By: _____
City Secretary's Office
City of Big Spring

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION WHICH WAS HELD ON THE 9TH DAY OF MAY, 2015, IN THE CITY OF BIG SPRING, TEXAS, FOR THE PURPOSE OF ELECTING COUNCIL MEMBER DISTRICT TWO; AND DECLARING AN EMERGENCY.

WHEREAS, heretofore, the Mayor of the City of Big Spring, Texas caused to be published an ordinance announcing the general election for Council Member District Two to be held on the 9th day of May, 2015, as required by City Charter and State law; and

WHEREAS, notice of said election was duly given as required by law and as directed in said ordinance as is shown by affidavit properly filed in the office of the City Secretary; and

WHEREAS, said election was duly and legally held on the 9th day of May, 2015, in conformity with the election laws of the State of Texas and the City Charter, and the results of said election have been certified and returned by the proper judges and clerks thereof; and

WHEREAS, this Council has today considered the returns of said election; and

WHEREAS, it appears to the Council, and the Council so finds, that the Howard County Elections Administrator has tabulated the results of said election and certified the tabulation to the Council, and that the tabulation is correct;

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

SECTION I. That the tabulation of votes cast in the City Council general election held on the 9th day of May, 2015, made and certified by the Howard County Elections Administrator, a copy of which is attached hereto and made a part hereof, is hereby adopted as the official tabulation of the votes cast at said election and that said tabulation be filed and recorded in the official records of the City as the official canvass of said election.

SECTION II. That said official canvass of the returns of said election reflects the following:

The following received a majority of the votes cast for said respective office and was duly elected to such office:

_____ Council Member District 2

In compliance with the terms of the City Charter and State Law, a runoff election is not necessary since the candidate listed above for the respective office received a majority of the votes cast for said office.

SECTION III. The necessity of making an official canvass of votes cast in the aforesaid election and declaring the results of said election no earlier than the third (3rd) day and no later than the eleventh (11th) day after election day as required by Section 67.003 *Texas Election Code*, creates a public emergency and an imperative public necessity requiring the suspension of the Charter rule that no ordinance or resolution shall be passed finally on the date of its introduction but that such ordinance or resolution shall be read at two meetings of the City Council, and the Mayor having declared said emergency and necessity to exist, having requested the suspension of the Charter rule and that this ordinance take effect and be in full force and effect from and after its passage, IT IS ACCORDINGLY SO ORDAINED, this the 13th day of May, 2014.

PASSED AND APPROVED, on an emergency reading by the City Council of the City of Big Spring, Texas, this 12th day of May, 2015, at a regular meeting of the City Council of the City of Big Spring, Texas, with all members present voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, CALLING FOR A RUNOFF ELECTION TO BE HELD ON THE 6TH DAY OF JUNE, 2015, FOR THE PURPOSE OF ELECTING ONE PERSON TO SERVE AS COUNCILMEMBER DISTRICT TWO WHO SHALL BE ELECTED BY MAJORITY VOTE OF THE QUALIFIED VOTERS OF DISTRICT TWO; DESIGNATING A POLLING PLACE WITHIN THE CITY; AUTHORIZING THE MAYOR TO EXECUTE NOTICE AND HAVE THE NOTICE POSTED FOR THE PURPOSE OF NOTIFYING THE PUBLIC OF SAID ELECTION; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

WHEREAS, the official canvass of the election returns of the regular election duly held for Councilmember District Two was held on the 12th day of May, 2015, in accordance with State law and City Charter requirements, and a candidate for the office of Councilmember District Three did not receive a majority of all votes cast for said office, and in accordance with the City Charter and the Texas Election Code there is hereby declared a necessity for a runoff election; and

WHEREAS, §2.024 Texas Election Code requires that the City Council, no later than the fifth (5th) day after the date the final canvass of the main election is completed (no later than the 5th day after May 12, 2015), to order said runoff election; and

WHEREAS, Section 2.025(a) of the Texas Election Code requires that the runoff election be held no earlier than the twentieth day and no later than the forty fifth day after the date of the final canvass of the main election;

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

SECTION I. That a runoff election shall be held on Saturday the 6th day of June, 2015, in compliance with the City Charter and §2.025(b) 2(B), Texas Election Code for the purpose of electing Councilmember District Two. Said Councilmember District Two shall be elected by majority vote for a three year term. Early voting shall begin on the 27th day of May, 2015 and end on the 2nd day of June 2015, as authorized by §85.001(a) Texas Election Code and notice shall be posted continuously for at least 72 hours immediately preceding the first hour of early voting (8:00 a.m.) as required by §85.007 Texas Election Code. As required by §85.002 Texas Election Code, the early voting polling place shall be at the Howard County Courthouse located at 300 S. Main, Big Spring, Texas.

SECTION II. That the names of the candidates shall appear on the ballot in the order determined in the official drawing to be held on May 15, 2015 in the City Secretary's Office located at 310 Nolan at 2:00 p.m. for placement of names on the ballot.

SECTION III. That the names of the candidates for said office shall be placed on said ballot in the manner and form prescribed by law.

SECTION IV. That the Mayor is hereby authorized to execute and have posted notice of said election in accordance with the law.

SECTION V. That the polling place for the June 6, 2015 runoff election will be in the East Room of the Dorothy Garrett Coliseum located at the corner of Birdwell Lane and Kentucky Way.

SECTION VI. That said election shall be held in accordance with the Constitution and laws of the State of Texas and the Charter of the City of Big Spring, Texas, and the manner of holding said election shall be governed by the laws of the state regulating special elections and this ordinance.

SECTION VII. That the voting shall be by DRE (Direct Recording Electronic) System and by official paper ballot for early voting by mail and provisional ballots.

SECTION VIII. That it is hereby declared to be the intention of the City Council that the sections, clauses, and phrases of this ordinance are severable and if any phrase, clause, sentence, paragraph, or any section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, said unconstitutionality or invalidity shall not effect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance.

SECTION IX. That the passage of this ordinance constitutes an emergency and an imperative public necessity that the Charter Rule requiring that city ordinances be read at two (2) separate meetings of the City Council be suspended, and said rule is hereby suspended, and this ordinance shall take effect immediately upon its passage.

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

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING TEXAS AMENDING CHAPTER TWO OF THE BIG SPRING CODE OF ORDINANCES ENTITLED “ALCOHOLIC BEVERAGES” BY AMENDING SECTION 2-7 ENTITLED “POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES PROHIBITED IN CITY PARKS; EXCEPTIONS,” SUBPART (B) TO INCLUDE EVENTS HOSTED AT THE MI FAMILIA PAVILION AT BERT ANDRIES PARK IN THE EXCEPTIONS WHICH PERMIT THE POSSESSION AND CONSUMPTION OF ALCOHOL IN CITY PARKS UNDER CERTAIN CIRCUMSTANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Big Spring, Texas finds that City parks are for recreational enjoyment of its citizens;

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

SECTION 1. Chapter 2, Section 2-7, Subpart (B) of the Code of Ordinances City of Big Spring, Texas entitled “Possession and Consumption of Alcoholic Beverages within certain areas of Comanche Trail Park” is hereby amended in its entirety to read as follows:

Sec. 2-7. Possession and Consumption of Alcoholic Beverages Prohibited in All City Parks; Defenses.

- (B) Section 2-7(A) shall not apply if the consumption or possession is in compliance with all local and state laws and:
1. The person is on the premises of Comanche Trail Municipal Golf Course or Moss Creek Lake and is in compliance with rules for such facility; or
 2. If the person is attending an event at Comanche Trail Municipal Amphitheater, Dora Roberts Community Convention Center, Old Settlers Pavilion, or at the Mi Familia Pavilion and is in compliance with a valid agreement with the City for the event.

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **12th** day of **May, 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 **26th** day of **May, 2015,** with all members present voting “aye” for passage of the same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

MEMORANDUM

TO: City Council
FROM: Kaye H. Edwards, City Attorney *KEH*
DATE: May 8, 2015
RE: Proposed Ordinance: Chap.2, Sec. 2-7(B)

This ordinance is before the City Council for first reading. As it is written it permits possession and consumption of alcohol in Bert Andries Park, adding it to the list of parks where alcohol is allowed.

ORDINANCE _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER SIX OF THE BIG SPRING CODE OF ORDINANCES ENTITLED “CEMETERIES, PARKS AND RECREATION,” BY AMENDING ARTICLE 4, DIVISION 4 ENTITLED “MISCELLANEOUS REGULATIONS,” SECTION 6-107 TO AUTHORIZE THE SALE, SERVICE, OR CONSUMPTION OF ALCOHOL AT THE MI FAMILIA PAVILION AT BERT ANDRIES PARK, TO ESTABLISH ALCOHOL PERMIT FEES AND USE REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Big Spring finds that the regulation of the possession and consumption of alcoholic beverages in city parks is in the best interest of the public health and safety; and

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

SECTION 1. The City of Big Spring Ordinances, Chapter 6 entitled “Cemeteries, Parks and Recreation,” Article 4, Division 4, Section 6-107 entitled “Additional Requirements for Activities Involving Sales, Service, or Consumption of Alcohol” is hereby amended in its entirety as follows:

Sec. 6-107. Additional Requirements for Activities Involving Sales, Service, or Consumption of Alcohol.

(A) Approved Areas. The sale, serving, delivering and consumption of alcoholic beverages shall be restricted to Comanche Trail Municipal Golf Course and Moss Creek Lake in accordance with the rules and regulations established for such areas, and at the following specific locations only upon approval of the City Manager upon compliance with the requirements set forth herein:

Old Settlers Pavilion at Comanche Trail Park
(Authorized Area is defined by orange painted post around pavilion.)

Mi Familia Pavilion at Bert Andries Park
(Authorized Area includes only the concrete pavilion.)

Dora Roberts Community Center
(Authorized Area is within the confines of the building.)

Comanche Trail Municipal Amphitheater

(Authorized Area is defined as that area within the rock wall on the north, east and west and 110' south of the rear rock wall.)

(B) Applications. The application for reservation for any of the locations described above where the sale, serving, delivery and/or consumption of alcohol is planned must be:

1. Submitted not later than ten (10) days prior to the date of the event;
2. Made in the form prescribed by the City Manager;
3. Accompanied by proof of approval by the Texas Alcoholic Beverage Commission for the sale, service, delivery of alcoholic beverages for the activity;
4. Accompanied by proof that the applicant does not owe any delinquent taxes to the City of Big Spring or Howard County; and
5. Accompanied by payment for all applicable fees for the location as well as an additional non-refundable reservation fee in the amount of One-Hundred Fifty Dollars (\$150.00) per day.

(C) Conditions. The following conditions apply:

1. Specific date(s) and times that the reservation is valid shall be set forth in writing and shall not exceed three (3) consecutive days;
2. Evidence of approval from the Texas Alcoholic Beverage Commission to sell, serve and/or deliver alcoholic beverages for the activity shall be kept at the location during the entire event;
3. The dispensing of alcoholic beverages must be from a bulk delivery service using biodegradable paper cups or aluminum cans. **No glass containers or bottles will be allowed;**
4. Sale, service or delivery of alcoholic beverage must cease no later than one (1) hour before the scheduled end of the event; and
5. No alcoholic beverages may be carried in or out of the specific location authorized in the reservation except by those persons authorized by Texas Alcoholic Beverage

Commission to sell, serve or deliver alcoholic beverages for the event, while in the course and scope of such purpose.

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **12th** day of **May, 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 **26th** day of **May, 2015**, with all members present voting “aye” for passage of the same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER THIRTEEN OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "HEALTH, SAFETY AND NUISANCES," ARTICLE 5 ENTITLED "FOOD AND FOOD ESTABLISHMENTS" SECTION 13-104 ENTITLED "PERMIT FEES," SUBPART (D) ENTITLED "TEMPORARY FOOD ESTABLISHMENTS" TO PROVIDE FOR A 14-DAY MULTIPLE EVENT PERMIT AND ESTABLISHING A PERMIT FEE OF \$75.00; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Big Spring finds that establishing a 14-day multiple event permit is in the best interest of the citizens of Big Spring;

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

SECTION 1. The City of Big Spring Code of Ordinances, Chapter 13 entitled "Health, Safety, and Nuisances," Article 5 entitled "Food and Food Establishments," Section 13-104 entitled "Permit Fees," Subpart (D) entitled "Temporary Food Establishments" is hereby amended in its entirety to read as follows:

(D) Temporary Food Establishments. An organizer of an event at which a temporary food establishment is operated shall obtain a permit for each temporary food establishment. In the absence of an event organizer, each temporary event operator shall obtain a permit. The application and permit fee for a temporary food establishment must be submitted to the City of Big Spring at least 30 days prior to the event. The permit fees are as follows:

- (1) Single Event Permit.** The permit fee is \$50.00 and is valid for the duration of a single event not to exceed 14 consecutive days from the initial effective date specified in the permit application.
- (2) 14-Day Multiple Event Permit.** The permit fee is \$75.00 and is valid at multiple events with-in a 14-day period. The permit shall be valid from the initial effective date specified in the permit application. The applicant must identify each event in the original application by name and provide the address/location of each event.
- (3) Two-Year Multiple Event Permit.** Multiple-event permits are issued for a two-year term and the permit fee is \$200.00.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **12th** day of **May, 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 **26th** day of **May, 2015**, with all members present voting “aye” for passage of the same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

INDUSTRIAL PARK LEASE

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HOWARD §

THAT this Lease is made and entered into by and between the City of Big Spring, a Texas home rule municipality (hereinafter referred to as the "Lessor") and, Tank Safety Gauge, Inc., Big Spring, Texas 79720, a corporation organized under and pursuant to the laws of the State of Texas (hereinafter referred to as the "Lessee"),

WITNESSETH: for and in consideration of the mutual covenants in this Lease contained, Lessor has leased, demised and rented unto Lessee the following described real property:

ARTICLE 1.
PREMISES

Building # 10 – A
2900 Bell St., Big Spring, TX 79720
Big Spring Airport & Industrial Park

Warehouse Space with Offices – Approximately 13,552 sq. ft.

ARTICLE 2.
TERM

This Lease is to be for a term of **THREE** (3) years commencing on the **1ST** day of **May, 2015**, and expiring on the **30TH** day of **April, 2018**.

ARTICLE 3.
RENT

Lessee shall pay to Lessor at Lessor's address hereinafter stated in the City of Big Spring, Howard County, Texas, monthly in advance the sum of **\$ 1,250.12** during the term of this lease. The first such monthly rental payment, or a proportionate part thereof should this Lease be effective on a day other than the first day of the month, shall be due on the effective date of this lease.

ARTICLE 4.
DEPOSIT

In addition to the initial rental payment, Lessee shall deposit with Lessor the sum of **\$ ON FILE** which shall be retained by Lessor during the lease term, and upon termination of the lease, returned to Lessee less and except any monies then due and owing to Lessor by Lessee under the terms of this lease, including any costs of restoring the premises to the condition called for under the terms hereof, as well as any other indebtedness caused or charges owing by Lessee to Lessor or to any third parties.

ARTICLE 5.
UTILITIES

Lessee shall pay all utility charges, including but not limited to water service, gas service, electrical service, sewer service, trash service, telephone service, and cable television service, resulting from Lessee's use of the demised premises. It is agreed that Lessee will pay all costs of having separate meters installed to show the actual use by the Lessee of electricity, water and gas.

ARTICLE 6.
PEACEFUL POSSESSION

Lessee may peacefully have, hold and enjoy the demised premises provided Lessee abides by the covenants, terms and conditions herein contained.

ARTICLE 7.
MAINTENANCE

- (a) Lessee agrees that the building meets the standard applicable to the proposed use, except as specified herein, including the existing electrical and plumbing that has been installed from the meter to the rough end point of the building. Lessee is responsible for activating all utilities.
- (b) Lessor shall throughout the term of the lease and any renewal period, at its own expense maintain the roof, exterior walls, foundation and all structural elements in good order and

condition including but not limited to making all repairs and replacements necessary to keep such items in such condition; provided, however, that Lessor shall not be required to repair or replace any such item damaged by Lessee's negligence.

- (c) Lessee agrees at his own cost and expense to maintain the Leased premises in good order and condition, including routine maintenance and maintenance of all non-structural elements of the buildings, and upon termination of this Agreement to return said premises in good order and condition.
- (d) Lessor shall be entitled from time to time to inspect the premises and to point out any deficiencies in Lessee's maintenance of same.
- (e) Lessee agrees to promptly repair and restore said premises to remedy those deficiencies in a reasonable and prompt manner.
- (f) Lessee acknowledges that the signing of this lease constitutes a conclusive admission that Lessee has inspected the leased premises and has found them in good condition and repair.

ARTICLE 8. **INSURANCE**

Lessee shall, at its own cost, secure and maintain fire and extended coverage insurance upon all buildings and all leasehold improvements now or hereafter situated on the leased premises in an amount equal to the full insurable value of said buildings and improvements.

Lessee shall also, at its own cost, throughout the Term hereof and any renewal term, carry insurance coverage as set forth in exhibit A which is attached hereto and incorporated herein, as if set forth in full.

ARTICLE 9. **ALTERATIONS**

Lessee accepts the demised premises "as is." Any alterations to the premises must be authorized in writing by Lessor and shall be made at Lessee's sole cost and expense. Any alterations made to the demised premises shall become property of Lessor at the end of this lease. Alterations

made without the written consent of Lessor shall be removed at the option of, and in a manner acceptable to, Lessor in order to return the premises to the same condition and state existing prior to the making of such alterations. This clause shall not apply to moveable fixtures, manufacturing equipment, machines, furniture, service equipment or any trade fixtures of Lessee, which shall remain Lessee's property. Lessee agrees that any damages that may be caused by the installation or removal of moveable fixtures, manufacturing equipment and machines, furniture, service equipment or any trade fixtures will be repaired as soon as practical by Lessee at Lessee's sole expense.

ARTICLE 10.
LAWS AND REGULATIONS

Lessee will comply with all laws, ordinances, orders, rules and regulations enacted or promulgated by any federal, state, municipal or other agency or public authority having jurisdiction with respect to the use, condition or occupancy of the demised premises.

ARTICLE 11.
NONDISCRIMINATION COVENANT

Lessee, in exercising any of the rights or privileges herein granted shall not discriminate based upon race, color, religion, national origin or disability or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Secretary of Transportation issued under the provision of Title VI of the Civil Rights Act of 1964. The Lessor is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct to enforce this nondiscrimination covenant.

ARTICLE 12.
DAMAGE OR DESTRUCTION TO LEASED PREMISES

If the leased premises, or any part thereof (including any leasehold improvements), shall be damaged or destroyed, the Lessee shall, to the extent of the insurance proceeds available, promptly repair or replace the same and any insurance proceeds received with respect to such damage or

destruction shall be applied in payment of the expenses of such repair or replacement and any excess insurance proceeds shall belong to Lessee. In repairing or replacing the leased premises pursuant to this provision, Lessee agrees to first have the plans and specifications for such repair or replacement approved by the Lessor and to obtain any and all performance and payment bonds and building permits as are required by Lessor. Lessee shall warrant unto the Lessor that all items and materials used in altering, repairing or replacing the demised premises are, at the time of installation, free and clear of any liens, mortgages or encumbrances, and shall indemnify and save the Lessor harmless from and against any and all claims with respect thereto. If such a substantial portion of the demised premises is destroyed so that the Lessee cannot reasonably continue to utilize said premises until the same are repaired or replaced, then the Lessee may elect either to repair or replace the same to the extent of the insurance proceeds available (in which case the rent payable hereunder shall be abated until such time as the Lessee can reasonably resume operation of its business, and the term hereof shall be extended for a period equal to the rent abatement period), or not to repair or replace the same and to terminate this Lease, whereupon the full amount of all insurance proceeds shall be paid to the Lessor.

ARTICLE 13.
CONDEMNATION

If any part of the demised premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which in the judgment of the Lessee is adequate to support a normal business operations hereunder, the rent payable hereunder shall be reduced, commencing with the date title shall vest in condemner, to the amount determined by multiplying such rent by a fraction, the numeration of which is the area of the demised premises remaining after the condemnation, and the denominator of which is the area of the demised premises as of the date of condemnation. If Lessee determines that the said remaining portion of the demised premises is inadequate for the uses contemplated hereunder, Lessee shall have the option to terminate this Lease as of the date when title to the part so condemned vest in condemner. If all the demised premises shall be so taken or

condemned, the Lessee shall be entitled to that portion of any award expressly stated to have been made to it for loss of business, loss of its furniture and fixtures, cost of removing its property and loss of the value of its leasehold interest in the land so taken. In the event of such taking, the City shall receive such portion of the award as is attributable to its reversionary fee interest in the land and improvements comprising the demised premises. Any portion of any condemnation award, which is not specifically apportioned to the Lessee, as aforesaid, shall belong to the Lessor. Lessor agrees that the City of Big Spring will not initiate condemnation proceedings for any part of the demised premises.

ARTICLE 14.
RENEWAL OPTION

At the termination of the initial term of this Agreement, Lessee, if not in default hereunder, shall have and is hereby granted **TWO (2)** successive options to extend this agreement for a period of **ONE (1)** year each upon the same terms and conditions as set forth in this Agreement except that the monthly rental payable hereunder during the option period shall be increased by a percentage proportionate to the index point of change Consumer Price Index for All Urban Consumers (CPI-U) United States City Average published by the Bureau of Labor Statistics, U.S. Department of Labor, at the time of the exercise option, over the Consumer Price Index for All Urban Consumers (CPI-U) United States City Average as published by the Bureau of Labor Statistics, U.S. Department of Labor at the effective date of this lease. Lessee may exercise the options granted herein by delivering a written election to exercise its option to Lessor at least sixty (60) days prior to the expiration of the initial term of the lease or if the lease is in an option year, (60) days prior to the end of the option year. Should Lessee fail to deliver the required notice within the sixty (60) day period as required then, this lease shall terminate.

ARTICLE 15.
SUBLEASE; ASSIGNMENT

Lessee shall not be entitled to sublease any portion of the demised premises or assign this lease

without the prior written approval of the Lessor.

ARTICLE 16.
EVENTS OF DEFAULT

The following shall be deemed to be events of default by Lessee under this Lease:

- a) Failure to pay any installment of the rent, if such failure continues for a period of ten (10) days from the due date.
- b) Failure to comply with any term, provision, or covenant of this lease, other than the payment of rent, which failure continues for more than twenty (20) days after written notice thereof to Lessee.
- c) Assignment or attempted assignment of the lease for the benefit of creditors.
- d) Filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or if Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee thereunder and such adjudication shall not be vacated or set aside or stayed within the time permitted by law.
- e) Appointment of a receiver or trustee for all or substantially all of the assets of Lessee and such receivership shall not be terminated or stayed within the time permitted by law.
- f) If Lessee deserts or vacates any substantial portion of the premises for a period of five (5) or more days.

ARTICLE 17.
REMEDIES

- a) Upon the occurrence of any event of default specified above, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:
 1. Terminate this lease in which event Lessee shall immediately surrender the premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession and

expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to release the premises on satisfactory terms or otherwise.

2. Enter upon and take possession of the premises and expel or remove Lessee and any other person who may be occupying the premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor, and if Lessor so elects, relet the premises on such terms as Lessor shall deem advisable and receive the rent thereof; and Lessee hereby agrees to pay to Lessor on demand any deficiency that may arise by reason of such reletting.
 3. Enter upon the premises by force if necessary, without being liable for prosecution or any claim for damages therefor, and do whatever Lessee is obligated to do under the terms of this lease; and Lessee hereby agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with lessee's obligations under this lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action.
- b) No reentry or taking possession of the premises by Lessor shall be construed as an election on its part to terminate this lease, unless written notice of such intention be given to Lessee. Notwithstanding any such reletting or reentry or taking possession, Lessor may at any time thereafter elect to terminate this lease for previous default.
- c) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions, and covenants

herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default.

- d) No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.
- e) The loss or damage that Lessor may suffer by reason of termination of this lease or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession. Should Lessor at any time terminate this lease for any default, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages Lessor may incur by reason of such default, including cost of recovering the premises and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of said term, all of which amounts shall be immediately payable from Lessee to Lessor.
- f) No act or thing done by Lessor or its agents during the term hereby granted shall be deemed an acceptance of a surrender of the premises, and no agreement to accept a surrender of the premises shall be valid unless the same be made in writing and subscribed by Lessor.
- g) **Contractual Landlord's Lien.** In addition to the statutory Lessor's lien, Lessor shall have, at all times, a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Lessee, and to secure payment of any damages or loss which Lessor may suffer by reason of the breach by Lessee of any covenant, agreement, or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements, and

other personal property of Lessee presently or which may hereafter be situated on the premises, and all proceeds therefrom, and such property shall not be removed therefrom without the consent of Lessor until all the arrearages in rent as well as any and all other sums of money then due to Lessor hereunder shall first have been paid and discharged and all the covenants, agreements, and conditions hereof have been fully complied with and performed by Lessee. The foregoing shall not prevent the sale by Lessee of any merchandise in the ordinary course of business free of said security interest of Lessor.

- h) Upon the occurrence of an event of default by Lessee, Lessor may, in addition to any other remedies provided herein, after giving reasonable notice of the intent to take possession and giving an opportunity for a hearing thereon, enter upon the premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Lessee situated on the premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Lessee reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Lessor or its assigns may purchase unless otherwise prohibited by law.
- i) Unless otherwise provided by law, and without intending to exclude any other manner of giving Lessee reasonable notice, the requirement of reasonable notice shall be met if such notice is given at least five (5) days before the time of sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding, and selling of the property (including reasonable attorney's fees and other expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this section. Any surplus shall be paid to Lessee or as otherwise required by law; and the Lessee shall pay any deficiencies forthwith. Upon request by Lessor, Lessee agrees to execute and deliver to Lessor a financing statement in form sufficient to protect the security interest of

Lessor in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in the State of Texas. The statutory lien for rent is not hereby waived, the security interest herein granted being in addition and supplementary thereto.

ARTICLE 18.
HOLDING OVER

Should Lessee, or any of its successors in interest, hold over the premises, or any part thereof, after the expiration of the term of this lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as tenancy from month to month only, at a rental equal to the rent payable for the last month of the term of this lease plus fifty percent (50%) of such amount. The inclusion of the preceding sentence shall not be construed as Lessor's consent for Lessee to hold over.

ARTICLE 19.
TERMINATION BY LESSEE

Lessee shall have the right to terminate this Lease in its entirety by giving six (6) months advance written notice to the Lessor of such termination.

ARTICLE 20.
NON-WAIVER OF RIGHTS

Continued performance by either party hereto pursuant to the terms of the Lease after a default of any of the terms, covenants and conditions herein shall not be deemed a waiver of any right to terminate this Lease for any subsequent default and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

ARTICLE 21.
ATTORNEY'S FEES

In the event of any court action between Lessor and Lessee or a sub-lessee to enforce any of the provisions or rights hereof, the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorney's fees in such amount as the court may determine.

ARTICLE 22.
PARKING

Lessee, its employees, agents, clients, and guests shall have reasonable use of designated public parking areas, subject to the rights of Lessor to change such designations and to impose reasonable rules and regulations for the use of such area.

ARTICLE 23.
APPLICABLE LAW

This Lease shall be construed in accordance with the laws of the State of Texas. Venue for any cause of action related to this lease shall be in Howard County Texas. If any covenant, condition or provision contained in this Lease 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.

ARTICLE 24.
HAZARDOUS WASTE

Lessee shall not permit the storage of Hazardous or Industrial waste upon the airpark property. Hazardous waste is defined for the purposes of this lease as any waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency. Industrial waste is waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operation.

In the event Lessee's business requires the production of Hazardous or Industrial Waste, Lessee shall provide to Lessor, before the 10th of each month, a detailed list of all waste produced or existing upon the property accompanied by a description of the method of removal and disposal of the waste. The description shall include a timetable for removal of the waste which may not exceed ten (10) days from the date of production of the waste. Lessee hereby consents and agrees that Lessor shall have the right to inspect the leased premises and any containers owned by Lessee to determine whether and to what extent hazardous or industrial waste may exist upon the leased premises. The inspection may be

ARTICLE 27.
ENTIRE AGREEMENT

This Lease, together with all exhibits attached hereto constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein.

IN WITNESS WHEREOF, the parties hereto have executed these presents in duplicate originals this 29TH day of April, 2015.

THE CITY OF BIG SPRING

BY: Todd Darden, City Manager

ATTEST:

Tami Davis, City Secretary

LESSEE:


BY: Donnie Reagan

EXHIBIT A

1. General Indemnification

Lessee agrees to indemnify defend, and hold Lessor, its councilmembers, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by any person or persons, including agents or employees of Lessee or Lessor, 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 its agents or employees, or the joint negligence of any other entity, as a consequence of its execution or performance of this Agreement or sustained in or upon the premises, or as a result of anything claimed to be done or admitted to be done by Lessee hereunder. This indemnification shall survive the term of this Agreement as long as any liability could be asserted. Nothing herein shall require Lessee to indemnify, defend or hold harmless any indemnified party for the indemnified party's own gross negligence or willful misconduct.

2. General Insurance Conditions

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

2.1. Satisfactory Companies

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

2.2. Named Insureds & Loss Payable Endorsements

All insurance policies required herein shall be drawn in the name of Lessee, with City, its councilmembers, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds. For Fire and Extended Coverage on buildings and improvements, all policies shall have loss payable endorsements for both Parties according to their respective interests.

2.3. Waiver of Subrogation

Lessee shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its councilmembers, board and commission members, officials, agents, guests, invitees, consultants and employees.

2.4. Certificates of Insurance

At or before the time of execution of this Agreement, Lessee shall furnish City's Finance Director with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates 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 City not less than thirty (30) days of advance notice in writing of cancellation, non-renewal or material change

in the policy, of insurance. In addition, Contractor and insurance company shall immediately provide written notice to City's Finance Director 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 City's Finance Director at City Hall, 310 Nolan St., Big Spring, TX 79720.

2.5. Lessee's Liability

The procurement of such policy of insurance shall not be construed to be a limitation upon Lessee's liability or as a full performance on its part of the indemnification provisions of this Agreement. Lessee'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 Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.

3. Types and Amounts of Insurance Required

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

3.1 Fire and Extended Coverage

This policy shall provide coverage upon all buildings and leasehold improvements now or hereafter situated on the premises in an amount equal to the full insurable value of said buildings and improvements.

3.2. Commercial General Liability

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

Coverage shall be as follows:

 \$1,000,000. General Aggregate

 \$ 500,000. Each Occurrence

City of Big Spring Investment Report Quarter Ending March 31, 2015

	Market Value 12/31/14	Quarterly Interest Income	Net Additions/ Decreases	Market Value 3/31/15
<u>TexPool Funds</u>				
Utility Escrow	-	-	-	-
Airpark	496,728.13	56.59	-	496,784.72
Landfill Closure	2,254,286.42	257.11	-	2,254,543.53
Operating Account	1,731,467.43	197.56	-	1,731,664.99
Cemetery	351,103.30	40.08	-	351,143.38
Health Insurance	-	-	-	-
Total TexPool	\$ 4,833,585.28	\$ 551.34	\$ -	\$ 4,834,136.62
<u>TexSTAR Funds</u>				
Certificates of Obligation	-	-	-	-
Certificates of Obligation 2012	3,816,827.03	379.28	(2,200,000.00)	1,617,206.31
Total TexSTAR	\$ 3,816,827.03	\$ 379.28	\$ (2,200,000.00)	\$ 1,617,206.31
Total Funds in Pools	\$ 8,650,412.31	\$ 930.62	\$ (2,200,000.00)	\$ 6,451,342.93

City of Big Spring Investment Report Quarter Ending March 31, 2015

	Value <u>12/31/14</u>	Quarterly Interest <u>Income</u>	Net Additions/ <u>Decreases</u>	Value <u>3/31/15</u>
Western Bank-				
3/31/2015	\$ 101,730.22	\$ 112.92	\$ -	\$ 101,843.14
Total Western Bank	\$ 101,730.22	\$ 112.92	\$ -	\$ 101,843.14
Lone Star State Bank				
Maturity 3/31/15	\$ 101,499.04	\$ 187.18	\$ -	\$ 101,686.22
Maturity 9/30/15	132,458.22	163.01	-	132,621.23
Total Lone Star Bank	\$ 233,957.26	\$ 350.19	\$ -	\$ 234,307.45
BBVA Compass				
Money Market - 2521127867	\$ 9,528,552.68	\$ 4,977.28	\$ -	\$ 9,533,529.96
Total BBVA Compass	\$ 9,528,552.68	\$ 4,977.28	\$ -	\$ 9,533,529.96
Total Investments	\$ 18,514,652.47	\$ 6,371.01	\$ (2,200,000.00)	\$ 16,321,023.48
BBVA Compass				
Operating Account Balance				\$ 6,892,761.20

**City of Big Spring
Monthly Interest Rates
Quarter Ending March 31, 2015**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Average</u>
TexPool Funds	0.0500%	0.0400%	0.0500%	0.0469%
TexSTAR Funds	0.0542%	0.0548%	0.0604%	0.0577%
Western Bank 6 month CD				0.4500%
Lone Star State Bank 6 month CD				0.7479%
12 month CD				0.4991%
BBVA Compass Money Market	0.2130%	0.2180%	0.2220%	0.2050%

Prepared by: _____
Donald Moore - Finance Director

Todd Darden - City Manager