



CITY COUNCIL AGENDA

Tuesday, May 26, 2015

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, May 26, 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** – Permian Basin Law Enforcement Academy Graduates McLellan

Disposition of Minutes

Consent Items

3. Final 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 5-7 Darden

Consumption of Alcohol in City Parks under Certain Circumstances; Providing for Severability; Providing for Publication; and Providing an Effective Date

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|----|---|-------|----------|
| 4. | 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 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 | 8-10 | Darden |
| 5. | Final 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 | 11-12 | Ferguson |

Routine Business

- | | | | |
|----|--|--|--------|
| 6. | Vouchers for 05/14/15 \$ 917,791.48
Vouchers for 05/21/15 \$ 384,120.27 | | Meyers |
|----|--|--|--------|

New Business

- | | | | |
|----|---|-------|----------|
| 7. | Election of Mayor Pro Tem | | McLellan |
| 8. | Emergency 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 Increasing the Airpark Fund Budget for the Purpose of Roof Repair on the John Crane Building; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; Providing an Effective Date; and Declaring an Emergency | 13 | Moore |
| 9. | First Reading of an Ordinance Amending Chapter Eighteen of the Big Spring Code of Ordinances Entitled “Traffic,” by Amending Article 3 Entitled “Operation of Vehicles Generally” by Adding New Section 18-86 Through 18-89 Authorizing Police Officers to Impound Vehicles Operating in Violation of a City or State Traffic Law that are Found Not to be Insured, Establishing Fees Associated with the | 14-16 | Williams |

Impoundment of Such Vehicles, Providing Certain Exceptions to the Established Fees, and Declaring it Unlawful to Remove a Vehicle from the Impound Lot Without Payment of Established Fees or Prior Authorization; Providing for Severability; Providing for Publication; and Providing an Effective Date

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|-----|--|-------|----------|
| 10. | First Reading of an Ordinance Amending Chapter Thirteen of the Code of Ordinances Entitled “Health Safety and Nuisances,” by Adding a New Section 13-185 Entitled “Miscellaneous Smoking Regulations and Permitting” to Establish Regulations for Signs and Requiring a Permit; Providing for Severability; Providing for Publication; and Providing an Effective Date | 17-18 | Darden |
| 11. | First Reading of an Ordinance Amending Chapter Seven of the Code of Ordinances Entitled “Finance,” Section 7-14 Entitled “Convention and Visitors Bureau Board,” Subsection (A) Entitled, “Composition of the Board” by Replacing the Chamber of Commerce Board of Directors President Elect With Any Member of the Chamber of Commerce Board of Directors as Appointed by Members of the Chamber Board; Amending Subsection (B) Entitled “Terms of Office” Establishing a Three Year Term for the Chamber of Commerce Board Member; Amending Subsection (E) Entitled “Staff Liaison” to Reflect that the Community Services Director, Formally Known as the Convention and Visitors Bureau Coordinator, is Appointed as Staff Liaison and Secretary of the Board; Providing for Severability; and Providing an Effective Date | 19-20 | Wegman |
| 12. | Consideration of a Petition by Jerry Worthy, to Annex into the Big Spring City Limits 3113 South Highway 87, a Two Acre Tract located Approximately 675 feet Northeast of the Intersection of Village Street and US Highway 87; More Specifically Being One Acre out of Section 7, Block 32, 1S of Tract 1170, and Being One Acre Out of Section 7, Block 32, 1S of Tract 171 of the T&P RR. Co. Survey, Howard County, Texas | 21-25 | Johnston |
| 13. | Consideration and Approval of an Agreement with Parsley Roofing Inc dba American Roofing and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 26-36 | Little |
| 14. | Approval and Acceptance of the Minutes of the Regular Meeting of the Big Spring Economic Development Corporation Held on April 21, 2015 | 37-38 | Edwards |
| 15. | Appointments to the Colorado River Municipal Water District Board of Directors | 39-40 | McLellan |
| | Current Appointee Jim Weaver Since July 13, 1995 | | |
| | Current Appointee Ray Kennedy Since February 11, 2004 | | |
| | Resume Cliff Talbot | 41 | |

16. Appointment of Two Councilmembers to the Convention and Visitors Board McLellan

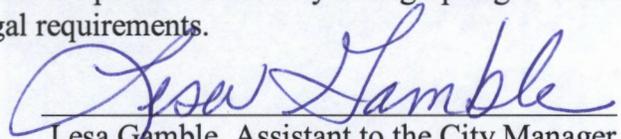
City Manager's Report

17. Standing Report Darden
18. Splash In – Saturday, May 30, 2015 – 1:00pm Darden

Council Input

19. Input McLellan
20. Adjourn McLellan

I hereby certify that this agenda was posted on the official bulletin boards at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on Friday, May 22, 2015 at 5:30 p.m. In addition, this agenda and supporting documents are posted on the City of Big Spring's website, www.mybigspring.com in accordance with legal requirements.



Lesa Gamble, Assistant to the City Manager

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

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

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

By: _____

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 *KHE*
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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING ORDINANCE NUMBER 048-2014, WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015, BY INCREASING THE AIRPARK FUND BUDGET FOR THE PURPOSE OF ROOF REPAIR ON THE JOHN CRANE BUILDING; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

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

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

SECTION 1. The Airpark Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2014 and ending September 30, 2015 is hereby increased by the amount of \$142,345.00 to account number (410-021-610-6201) for the purpose of funding necessary roof repairs to the John Crane Building. This increase will be funded through existing fund balance.

SECTION 2. The remaining portions of Ordinance Number 048-2014 shall remain in full force and effect.

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

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

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

SECTION 6. This passage of this Ordinance constitutes an emergency and an imperative public necessity that the Charter Rule requiring that City Ordinances must be read at two separate meetings of the City Council be suspended and said rule is hereby suspended.

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

ATTEST:

Larry McLellan, Mayor

Tami L. Davis, Assistant City Secretary

ORDINANCE _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER EIGHTEEN OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "TRAFFIC," BY AMENDING ARTICLE 3 ENTITLED "OPERATION OF VEHICLES GENERALLY" BY ADDING NEW SECTIONS 18-86 THROUGH 18-89 AUTHORIZING POLICE OFFICERS TO IMPOUND VEHICLES OPERATING IN VIOLATION OF A CITY OR STATE TRAFFIC LAW THAT ARE FOUND NOT TO BE INSURED, ESTABLISHING FEES ASSOCIATED WITH THE IMPOUNDMENT OF SUCH VEHICLES, PROVIDING CERTAIN EXCEPTIONS TO THE ESTABLISHED FEES, AND DECLARING IT UNLAWFUL TO REMOVE A VEHICLE FROM THE IMPOUND LOT WITHOUT PAYMENT OF ESTABLISHED FEES OR PRIOR AUTHORIZATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Police Department of the City of Big Spring established a departmental policy regarding the Towing and Impounding of Vehicles without Proof of Financial Responsibility (the "Vehicle Impound Policy") which was approved by the City Council pursuant to Resolution No. 38-2006 on June 27, 2006, and which established administrative and impound fees relating to such towed and impounded vehicles;

WHEREAS, the City Council approved an increase in the established administrative fees charged by the City on May 27, 2008 pursuant to Ordinance No. 23-2008; and

WHEREAS, the City Council finds it in the best interest of the public to authorize police officers to impound vehicles stopped for an alleged violation of a city or state traffic law without proof of financial responsibility;

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 18 entitled "Traffic," Article 3 entitled "Operation of Vehicles Generally," is hereby amended by adding new Sections 18-86 through 18-89 which shall read in their entirety as follows:

Sec. 18-86. Lack of Financial Responsibility; Impound Authorization.

A police officer is authorized to remove or cause the removal of a vehicle or other property of any description from a street to a place designated by the Chief of Police when:

- (A) the vehicle or other property is involved in an accident and the vehicle or property owner or operator fails to show evidence of financial responsibility as required under Chapter 601 of the Texas Transportation Code, as amended; or
- (B) The vehicle is stopped by a police officer for an alleged violation of a city or state traffic law or other law applicable to the operation of a vehicle on the roadway and the vehicle's owner or operator fails to show evidence of financial responsibility as required under Chapter 601 of the Texas Transportation Code, as amended.

Sec. 18-87. Impoundment and Redemption Fees.

A vehicle or other property removed or towed under authorization of this Chapter and/or pursuant to the Vehicle Impound Policy must be kept at the place designated by the Chief of Police until application for redemption is made by the owner or the owner's authorized agent, who will be entitled to possession of the vehicle upon payment of the costs associated with towing, notification, impoundment and storage. The Chief of Police shall charge fees for the impoundment and storage of vehicles or other property at the city impound lot as follows:

- (A) The driver or owner of any vehicle or property towed or removed pursuant to this Chapter shall be assessed an administrative fee of One-Hundred Fifty Dollars (\$150.00) prior to the release of the vehicle or property to cover the cost to the Police Department for towing the vehicle and any administrative costs; and
- (B) The driver or owner of the vehicle shall be required to pay, prior to the release of the vehicle or other property, a storage charge of Twenty Dollars (\$20.00) per day for each day, or part of a day, that the vehicle or property impounded.

Sec. 18-88. Exception to Impound and Administrative Fees.

The Chief of Police or a designated representative may release a vehicle or other property without payment of administrative or storage fees if subsequent investigation results in a determination that there was no violation of this code or the Texas Motor Vehicle Laws or that the person did not commit a criminal offense.

Sec. 18-89. Unauthorized Control of Impounded Vehicle or Property.

A person commits an offense if he/she removes, or attempts to remove, a vehicle or other property from city impoundment lot without first paying the storage and administrative fees that have accrued as a result of authorized impoundment.

SECTION 2. The departmental policy regarding the Towing and Impounding of Vehicles without Proof of Financial Responsibility (the "Vehicle Impound Policy") shall be updated to reflect the amendment herein.

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

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

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

SECTION 6. 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 **26th** 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 **9th** day of **June, 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, TEXAS AMENDING CHAPTER THIRTEEN OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "HEALTH SAFETY AND NUISANCES," BY ADDING A NEW SECTION 13-185 ENTITLED "MISCELLANEOUS SMOKING REGULATIONS AND PERMITTING" TO ESTABLISH REGULATIONS FOR SIGNS AND REQUIRING A PERMIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1: The City of Big Spring Code of Ordinances Chapter 13 entitled "Health, Safety and Nuisances," Article 9 entitled "City Smoking Ordinance," is hereby amended to add a new Section 13-185 entitled "Miscellaneous Regulations and Permitting" to read in its entirety as follows:

Sec. 13-185. Miscellaneous Regulations and Permitting.

- (A) Signs: Every public place where this Article prohibits smoking shall have posted at every public and employee entrance a conspicuous sign clearly stating that smoking is prohibited.
- (B) Smoking Paraphernalia: All ashtrays and other smoking paraphernalia shall be removed from any area where smoking is prohibited by this Article by the owner, operator, manager or other person having control of such area.
- (C) Permit: New or existing smoke-free restaurants, places of employment, or other places of employment or public places where it is not otherwise prohibited to designate a smoking area, may apply for a permit upon compliance with other smoking requirements of this Article regarding designation of a smoking area. All permits shall be renewed annually.
- (D) Permit Fee: The fee shall be Fifty Dollars (\$50.00).

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 following its passage in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

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

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

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **9th** day of **June, 2015**, with all members voting "aye" for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER SEVEN OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "FINANCE," SECTION 7-14 ENTITLED "CONVENTION AND VISITORS BUREAU BOARD," SUBSECTION (A) ENTITLED, "COMPOSITION OF THE BOARD" BY REPLACING THE CHAMBER OF COMMERCE BOARD OF DIRECTORS PRESIDENT ELECT WITH ANY MEMBER OF THE CHAMBER OF COMMERCE BOARD OF DIRECTORS AS APPOINTED BY MEMBERS OF THE CHAMBER BOARD; AMENDING SUBSECTION (B) ENTITLED "TERMS OF OFFICE" ESTABLISHING A THREE YEAR TERM FOR THE CHAMBER OF COMMERCE BOARD MEMBER; AMENDING SUBSECTION (E) ENTITLED "STAFF LIAISON" TO REFLECT THAT THE COMMUNITY SERVICES DIRECTOR, FORMALLY KNOWN AS THE CONVENTION AND VISITORS BUREAU COORDINATOR, IS APPOINTED AS STAFF LIAISON AND SECRETARY OF THE BOARD; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Big Spring finds it is in the best interest of the efficient operation of the Convention and Visitors Bureau to allow any member of the Chamber of Commerce Board of Directors to serve on the Convention and Visitors Bureau Board;

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 7 entitled "Finance" Section 7-14 entitled "Convention and Visitors Bureau Board" Subsection (A) entitled "Composition of the Board," Subsection (B) entitled "Terms of Office," and Subsection (E) entitled "Staff Liaison" are hereby amended with such subsections to read in their entirety as follows:

Sec. 7-14. Convention and Visitors Bureau Board.

(A) Composition of the Board

The Convention and Visitors Bureau Board shall be composed of the following:

1. Two City Council members, each of whom shall be appointed by a majority vote of the City Council;
2. A member of the Chamber of Commerce Board of Directors who shall be appointed by members of the Chamber Board;

3. Three at-large members appointed by majority vote of the City Council;
4. One at-large member from the local hotel industry appointed by majority vote of the City Council; and
5. The City Manager and Director of Finance of the City of Big Spring who shall serve in an advisory capacity as ex-officio, non-voting members of the Board.

(B) Terms of Office

Councilmembers shall be subject to reappointment following their re-election to their respective council seats. The at-large members shall serve a term of three (3) years. The representative of the Chamber of Commerce Board of Directors shall serve a term of three (3) years coinciding with his/her term on the Chamber of Commerce Board of Directors. All members are subject to removal by the City Council at the will of the Council.

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(E) Staff Liaison

The Community Services Director, as staff liaison to the Convention and Visitors Bureau Board, shall act as Secretary of the Board and shall be responsible for keeping the minutes and other official records of the Board.

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 26th 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 9th day of June, 2015, with all members present voting “aye” for passage of the same.

ATTEST:

Larry McLellan, Mayor

Tami Davis, Asst. City Secretary



Memo

Meeting Date: May 26, 2015

To: City Council members

From: Roxanne Johnston, City Planner

Subject: A request for consideration of a petition to annexation into the Big Spring City Limits an approximately two-acre tract of land, located on the following properties:

Location: 3113 South Highway 87, a two acre tract located approximately 675 feet northeast of the intersection of Village Street and US Highway 87; more specifically being one acre out of Section 7, Block 32, 1S of Tract 1170, and being one acre out of Section 7, Block 32, 1S of Tract 171 of the T&P RR. Co. Survey, Howard County, Texas.

Purpose: Acceptance of this petition for annexation would begin the annexation process.

Contacts: Roxanne Johnston, City Planner 432-264-2319
Jerry Worthy, Owner 432-263-1998

History and Background:

The applicant is proposing an annexation of property under single ownership. Each tract is approximately two acres. The property contains an office structure, garage and storage unit.

Should this request for consideration be approved by City Council, the case will be reviewed by Planning and Zoning Commission. The Planning and Zoning Commission would then forward their recommendation to City Council whereby staff will propose a calendar to City Council that will include the steps needed to be completed by State law in order to reach a final decision on the actual annexation process. A service plan draft will also be reviewed during this process, outlining the provision for City services such as emergency responders, public streets, water and sewer. Such services will be extended to the tracts upon annexation.

General Information:

Existing Zoning: N/A.

Existing Land Use: Office, garage and storage

Surrounding Zoning/Land Use:

North:	Non-annexed property	Seasonal Firework stand
South:	Non-annexed properties	Church property
East:	Single-Family Dwelling (SF-2) and Non-annexed properties	Vacant undeveloped property
West:	Planned Development	Single-Family Residential

Thoroughfares/Streets: U.S. Highway is identified as a major arterial in the Thoroughfare Plan component of the Comprehensive Plan.

Attachments: General location map, highlighting subject properties;
Aerial site map, highlighting subject properties; and
Request for annexation submitted to Staff by owner on April 29, 2015



Zoning Case File

Annexation15-02

Council District: N/A

0 50 100 200 300 400 Feet

Legend

- Subject Property: —
- Current Zoning: Non-zoned
- Requested Zone Change: Retail
- Comprehensive Plan: Tentatively, Light Commercial Uses





Zoning Case File

Annexation15-02

Council District: N/A

0 270540 1,080 1,620 2,160

 Feet

Legend

- Subject Property:
- Current Zoning: Non-zoned
- Requested Zone Change: Retail
- Comprehensive Plan: Tentatively, Light Commercial Uses



Jerry Worthy

3113 S Hwy 87
Big Spring, TX 79720
432-263-8297
Fax (432-263-1998)

April 29, 2015

Mr. Todd Darden, City Manager
City of Big Spring
310 Nolan
Big Spring, TX 79720

Re: Annexation

Dear Mr. Darden,

As you know, I am requesting that my property located on South Gregg St. be annexed into the City of Big Spring. Enclosed is a legal and current tax description of the two tracts that I am asking to be annexed.

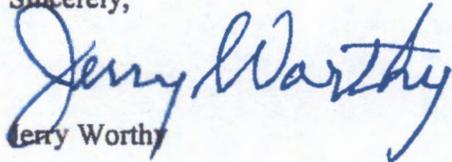
These two tracts hold my office (tract 170), and a fenced storage area and garage (tract 171). I have also included a floor plan of my office, which is used as a personal office for my estate.

There are other commercial tracts on either side of my property that may or may not be willing to be included in this request.

I would like to do this because I am already using city water and trash pickup and feel it is the right thing to do to contribute to the city for these necessities.

If you have any further questions, or require any additional information, please don't hesitate to call.

Sincerely,



Jerry Worthy

**AGREEMENT BETWEEN THE CITY OF BIG SPRING AND
PARSLEY ROOFING, INC. dba AMERICAN ROOFING FOR
ROOF REPAIR AT THE JOHN CRANE BUILDING**

This Agreement is entered into as of the effective date set forth below, between the City of Big Spring, a Texas home-rule municipality, (hereinafter, "City") and Parsley Roofing, Inc., a Texas Corporation, dba: American Roofing (hereinafter "Contractor") for Contractor to provide services for the City as set forth below and in the exhibits to this Agreement, which are attached hereto and incorporated herein as if set forth in full.

Section 1. Work to be Performed. Contractor shall perform all work described in the Bid Documents which are attached hereto as Exhibit A and incorporated herein by reference for all purposes. All work shall be performed in strict compliance with this Agreement.

Section 2. Consideration. Contractor shall perform such work for the total amount or, if applicable, for the unit prices set forth in Contractor's Bid.

Section 3. Term. The term of this Agreement shall be for a period of one (1) year commencing on the effective date, unless sooner terminated as provided herein.

Section 4. Termination. City may terminate this Agreement at will for no reason upon giving thirty (30) days written notice to the Contractor. The Parties to this Agreement understand and agree that it is in the City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to Contractor. The Contractor has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of Agreement becoming effective.

Section 5. Contractor's Duties. By way of expansion and not limitation to any other terms described in this Agreement, Contractor shall be responsible for the following:

- 5.1 Unless otherwise stipulated in this Agreement, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by this Agreement. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.
- 5.2 Contractor shall, at its expense, obtain all permits and licenses necessary for the performance of this Agreement and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the Agreement, including all environmental laws and regulations, whether federal, state, or local.

5.3 Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the “Manual of Accident Prevention in Construction” of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations. The Contractor shall indemnify and hold harmless and defend the owner and all of the owner’s officers, agents, council members and employees from all suits, actions, claims, damages, personal injuries, losses, property damage and expenses of any character whatsoever, including attorney’s fees, brought for or on account of any injuries or damages received or sustained by any person or persons or property, on account of any negligent act of the Contractor, its agents or employees, or any subcontractor, in the execution, supervision and operations growing out of or in any way connected with the performance of this contract, and contractor will be required to pay any judgment with costs which may be obtained against the owner or any of its officers, agents or employees, including attorneys’ fees.

Section 6. Insurance and Indemnification. See insurance and indemnification clauses attached as Exhibit B and incorporated herein for all purposes.

Section 7. Inspections. City’s representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. City’s representative will not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. City’s representative will not be responsible for Contractor’s failure to perform the work in accordance with the contract.

Section 8. Independent contractor. In Contractor’s performance under this Agreement, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the City.

Section 9. Entire contract. This Agreement and the Exhibits referenced herein or attached hereto constitute the entire Agreement between the Parties and may not be waived or modified except by written agreement between the Parties.

Section 10. Assignment. This Agreement and any rights, duties and obligations hereunder may not be assigned without the prior written consent of all of the Parties hereto and in the event of an attempted assignment by one Party to this Agreement without the express prior written consent of all other Parties, such attempted assignment shall be void and without effect.

Section 11. Binding effect. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, and their respective successors, employees, legal representatives, and permitted assigns, and no other person shall have any legal or equitable rights, remedies, or claims under or in respect of or by virtue of this Agreement or any provision herein contained.

Section 12. Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision. This Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Section 13. Choice of Law/Venue. This Agreement is governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under, or arising out of this Agreement shall be in Howard County, Texas.

Section 14. Remedies. The remedies provided to the Parties by this Agreement are not exclusive or exhaustive, but are cumulative of each other and in addition to any other remedies the parties may have.

Section 15. Attorneys' Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, costs, and necessary disbursements in addition to any other relief to which such Party may be entitled as allowed by Texas law.

Section 16. Notices. All notices contemplated and/or required herein shall be in writing and shall be delivered in person or sent via certified mail, return receipt requested, unless specifically provide otherwise.

Notices to **Contractor** shall be sent to:

Notices to **City** shall be sent to:

Parsley Roofing, Inc.
Dba American Roofing
PO Box 65122
Lubbock, TX 79464
Ph: (806) 236-6083

City of Big Spring
Attn: Todd Darden, City Manager
310 Nolan
Big Spring, TX 79721-1390
Ph: (432) 264-2401; Fax: (432) 263-8310

PARSLEY ROOFING, INC.
dba: American Roofing

CITY OF BIG SPRING

David Gonzales, Owner

Todd Darden, City Manager

Date

ATTEST:

Tami Davis, Assistant City Secretary

Corporate Acknowledgment:

STATE OF TEXAS §
 §
COUNTY OF HOWARD §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of _____, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

EXHIBIT A



**AMERICAN
ROOFING**

MIKE PARSLEY
806-438-1910

BRANDON PARSLEY
806-236-6083

OFFICE
806-866-2642

P. O. Box 65122
Lubbock, TX 79464-5122
Toll Free 1-877-799-8090

Fax
806-866-2645

PROPOSAL SUBMITTED TO <i>CITY OF BIG SPRING</i>	PHONE <i>432-264-2362</i>	DATE <i>May 9, 2015</i>
STREET <i>3200 ROCK ABRUGH DRIVE WEST</i>	JOB PHONE	JOB NAME <i>JAMES LITTLE</i>
CITY, STATE, ZIP CODE <i>BIG SPRING, TX 79720</i>	JOB LOCATION <i>3604 BETHEL DR. BIG SPRING, TX 79720</i>	

We hereby submit specifications and estimates for

RETROFIT 26 GAUGE MUELLER R-PANEL ROOFING SYSTEM - 494 SQUARES - GALVALUME

INSPECT AND RESECURE EXISTING FASTENERS

INSTALL HAT CHANNEL ON TOP OF EXISTING METAL PANELS OVER ALL EXISTING PURLINGS

INSTALL 26 GAUGE R-PANEL OVER NEW HAT CHANNEL

REMOVE AND RESET EXISTING RIDGE VENT ON NEW R-PANEL

INSTALL ALL FLASHINGS AND TRIM AS NECESSARY FOR A FULL WATER TIGHT SYSTEM

REMOVE AND INSTALL NEW GUTTER HANGERS - REPAIR EXISTING GUTTERS AS NEEDED

IF ELECTRICAL LINES NEED TO BE DETACHED AND RESET IT WILL BE AN EXTRA CHARGE DETERMINED BY AN ELECTRICIAN OF THE CITY OF BIG SPRINGS CHOOSING

5 YEAR WORKMANSHIP WARRANTY IS PROVIDED BY AMERICAN ROOFING

COMMERCIAL TAXES ARE NOT INCLUDED IN THE PRICE BELOW

AMERICAN ROOFING WILL ABIDE BY ALL OSHA REQUIREMENTS AND TENANT REGULATIONS

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR -- COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF

ONE HUNDRED SEVENTY FIVE THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$ 175,370.00)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized
Signature

Brandon Parsley



Certain Restrictions
Apply

PAYMENT DUE UPON COMPLETION OF JOB

ACCEPTANCE OF PROPOSAL -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Note: This proposal may be withdrawn by us if not accepted by:

Friday, Jun. 12, 2015

SIGNATURE _____

Date of Acceptance: _____

PLEASE SIGN & RETURN

File name:

MUELLER, INC.
Galvalume®
Twenty Year Limited Warranty

Warranty Coverage

Mueller, Inc. warrants to the original buyer (Customer) that its hot dipped aluminum-zinc alloy coated Galvalume® building parts will not as a result of corrosion, rupture, fail structurally, or perforate, for a period of twenty (20) years from the date of purchase. Mueller will provide or pay for material reasonably necessary to replace, repair or repaint the non-conforming building part, at Mueller's option. Labor costs are not included under this Warranty.

Mueller warrants no other aspect, quality, characteristic, use or benefit of the building parts, except as stated herein, and only upon the terms and conditions stated herein.

MUELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; PROVIDED HOWEVER, THAT ANY IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES AND MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IF ANY, THAT BY LAW MIGHT ACCOMPANY THIS PRODUCT BY VIRTUE OF PERSONAL, FAMILY OR HOUSEHOLD USE THEREOF, IS HEREBY EXPRESSLY LIMITED IN DURATION TO THE PERIOD OF THE EXPRESS WARRANTY MADE HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

OTHER THAN AS STATED HEREIN, THE PRODUCTS ARE SOLD "AS IS" AND "WITH ALL FAULTS".

Exceptions to Coverage

This Warranty does not apply to circumstances not under Mueller's control, including but not limited to:

1. Galvalume Plus has no uniformity of appearance guarantee. Each individual sheet, even upon delivery, may have a different color, gloss, sheen, texture or spangled appearance. If uniformity of appearance is required, a painted product is required.
2. Fire or other casualty or physical damage;
3. Unusual harmful fumes or foreign substances in the air;
4. Areas within 1,000 meters of salt water marine atmospheres, or repeated spraying of either salt, fresh or brackish water;
5. Improper shipment, storage, installation, construction or handling;
6. Cosmetic effects caused by handling Galvalume® coated products such as fingerprinting, foot marks or rub spots.
7. Inconsistent shading or coloring between sheets or within a sheet.
8. Cosmetic effects, appearing as discoloration or yellowing, caused by photo degrading or aging of the protective clear acrylic topcoat. The acrylic coating is designed to provide temporary surface protection and completely degrade within three years of sunlight exposure. Differences in coating thickness or differences in exposure directions of the roof will result in different rates of the photo degradation of the acrylic finish and hence different colors may form on each panel independently.
9. Galvanic reactions caused by direct contact of dissimilar metals, or parts in direct

contact with cement, dirt, wet insulation, or other such elements that result in galvanic corrosion or "edge creep".

10. Parts that are not erected within 30 days of invoice.
11. Parts with obvious visual defects, such as but not limited to, oil canning, edge wave, holes and saw toothed edges that are installed. These parts should be replaced prior to erecting.

Making Claims

In the event of a Warranty claim, Customer must notify Mueller by contacting the Mueller branch from which the product was purchased in writing within 30 days of the discovery of the alleged defect, and provide a copy of this Warranty. Mueller shall investigate the failure, and Customer shall provide access to the building location and such other cooperation and assistance as needed in determining the exact cause of the failure. Mueller, in its sole discretion, will determine the validity of the Warranty claim, and the adequate remedy, including repair, replacement or repainting the affected part. Mueller will provide the remedy within 180 days from the date of notification. If repainting is the appropriate remedy, Mueller will provide for normal painting practices using a utility paint or other suitable alternative. This Warranty will apply to the parts that were repainted, repaired or replaced, but only for the unexpired portion of the Warranty applicable to the original parts. Failure to comply with these procedures by customer shall void this Warranty.

Limitation of Remedies

Mueller has no other liability for panels or other building parts except for the Galvalume[®] coated products as described herein. This Warranty is only for the original purchaser of the product and is not assignable. This Warranty applies only to products sold by Mueller and used on property located within the continental United States. This Warranty is the full and complete agreement of the parties and shall not be modified, altered, transferred or extended, unless in writing and signed by Mueller.

CUSTOMER HAS NO OTHER REMEDY, AND MUELLER IS NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COSTS OF CAPITAL, COSTS OF PURCHASE OR REPLACEMENT OF OTHER GOODS, OR CLAIMS FOR BUSINESS OR SERVICE INTERRUPTION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER.

Any controversy or claim arising out of or relating to this warranty shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be held in Ballinger, Runnels County, Texas, or at such other location as designated by Mueller.

Customer accepts this Limited Warranty and acknowledges its receipt by signing below. The signed Warranty must be retained by Customer and presented to Mueller upon making a Warranty claim.

This Warranty gives specific legal rights and Customer may also have other rights, which vary from state to state.

Always wear appropriate safety gear to protect yourself from sharp edges and other hazards.

Issued to: _____
address _____

Mueller, Inc. sales order: # _____ Date: _____ This Warranty applies only to those items within this sales order, which reference this Warranty class

G201107

Galvalume is a registered Trademark of BIEC International, Inc

EXHIBIT B

1. General Indemnification

Contractor agrees to indemnify defend, and hold City, its council members, 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 Contractor or City, by reason of death or injury to persons, or loss or damage to property, resulting from or arising out of, the violation of any law or regulation or in any manner attributable to any act of commission, omission, negligence or fault of 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 Contractor hereunder. This indemnification shall survive the term of this Agreement as long as any liability could be asserted. Nothing herein shall require Contractor 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 Contractor 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 Contractor, with City, its council members, 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

Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, 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, Contractor 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. Contractor's Liability

The procurement of such policy of insurance shall not be construed to be a limitation upon Contractor's liability or as a full performance on its part of the indemnification provisions of this Agreement. Contractor'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

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

3.1 Commercial General Liability

This policy shall be a comprehensive occurrence-type policy and shall protect the Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Contractor's employees) and damage to property of the City or others arising out of the act of omission of the Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor 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:

\$ 2,000,000.00 General Aggregate

\$ 1,000,000.00 Each Occurrence

3.2 Automobile Liability

This coverage shall protect Contractor and the additional insureds, against all claims for injury or property damage associated with use of automobiles, and shall cover all automobiles owned, or otherwise that shall be used by Contractor and any

of its employees, agents, subcontractors or assigns on City property in connection with the Agreement.

\$ 1,000,000.00 Combined Single Limit

3.3 Umbrella Liability

\$ 2,000,000.00 Each Occurrence

\$ 2,000,000.00 Aggregate

3.4 Workers' Compensation Coverage:

State statutory limits

**UNITED SPECIALTY INSURANCE COMPANY ADMINISTERED BY:
CONTRACTOR MANAGING GENERAL INSURANCE AGENCY, INC. (866) 363-2642**

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS

Surplus Lines Tax: \$911.65
Stamping Fee: \$11.28

RENEWAL OF:

POLICY NO.: CGD00003986-01

Named Insured and Mailing Address:
Parsley Roofing Inc dba: American Roofing
PO Box 65122
Lubbock TX 79464

Producer:
American Westbrook
Four Westbrook Corporate Center
Westchester, IL 60154

Policy Period: From 5/20/2014 To: 5/20/2015 at 12:01 A.M. Standard Time at your mailing address shown above

In return for the payment of premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

LIMITS OF INSURANCE – see Section III		
General Aggregate Limit (Other than Products – Completed Operations)	\$2,000,000	
Products – Completed Operations Aggregate Limit	\$1,000,000	
Personal and Advertising Injury Limit	\$1,000,000	
Each Occurrence Limit	\$1,000,000	
Fire Damage (Any one Fire)	\$50,000	
Medical Expense Limit	\$5,000	Any One Person
Self Insured Retention (S.I.R.)	\$5,000.00	Per Claim

DESCRIPTION OF BUSINESS:

Form of Business: Corporation

Location of All Premises You Own, Rent or Occupy:

8227 Valencia Ave
Lubbock, TX 79424

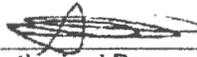
Classification	Code No.	Premium Basis	Rate
Roofing – Commercial	98677	\$200,000.00	7.79
Roofing – Residential	98679	\$1,800,000.00	9.23
			0
			0

Minimum Premium: 15%	Advanced Premium:	\$ 18,172.00
	Program Fee:	\$ 500.00
	Inspection Fee:	\$ 125.00
	Total:	\$ 18,797.00
Total Advance Premium: \$ 18,172.00	(Payable at Inception)	
Total Endorsement Cost: \$ 0.00	(Payable at Inception)	

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue: See Schedule of Forms and Endorsements

Countersigned: 5/16/2014

By:



Authorized Representative

THESE ENDORSEMENTS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

USIC-CMGIA-0200

Rev. 10/13

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, April 21, 2015 5:15 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Tuesday, April, 21, 2015 in the offices of the Big Spring Economic Development Corporation. The following notice was sent on April 17, 2015 to all Directors, the news media, and duly posted on April 17, 2015, by Teresa Darden in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the inside and outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday, April 21, 2015 at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is: Action on Minutes of the March 23, 2015 Regular Meeting, Action to Approve March Financials Report, Action to Approve March Investment Report, Bartlett & West Engineering Airpark Rail Infrastructure Update, Executive Session-MOU between BSEDC and Permian Industrial Center, Action as a Result of Executive Session, Directors Report, Public Comment, Board Comment, and Adjourn".

Directors Present:

Mr. Terry Hansen- President
Mrs. Nadine Reyes- Secretary/Treasurer
Mr. Cole Morgan-Vice President
Mr. Bob Price

Directors Absent:

Kay McDaniel

Staff Present:

Mr. Terry Wegman
Mrs. Teresa Darden

Guests that signed in:

Jim DePauw, Dave Lee, Mike Murphy

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

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

ACTION ITEM #2- Action on Minutes of the March 23, 2015 Regular Board Meeting:

Mr. Hansen presented the minutes of the March 23, 2015 Regular Board Meeting. Motion to accept the Minutes for the March 23, 2015 Regular Board Meeting, was made by Mr. Morgan seconded by Mr. Price. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #3- Action to Approve March Financials Report:

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

AGENDA ITEM #4- Action to Approve March Investment Report:

Mrs. Reyes presented the March Investment Report. Motion to approve the March Investment Report was made by Mrs. Reyes seconded by Mr. Morgan. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #5- Bartlett & West Engineering Airpark Rail Infrastructure Update:

Mr. Murphy from Bartlett & West updated the board on Phase III of the rail infrastructure. The property has been surveyed and the data being produced from the survey should be ready by the end of the week. Addition information will be ready to go out for bid early May. Construction is expected to begin in June and finish late September early October. After Phase III, Bartlett & West will begin rail construction for the pipe company south of airpark.

Mr. Murphy announced that Bartlett & West will expand in having an office in Big Spring in June. Mr. Morgan expressed concerns regarding the rail crossing of Business 80 and Mr. Lee of THS assured the Board that TxDot will be putting in railroad flashers this summer (July).

AGENDA ITEM #6- Directors Report:

Mr. Wegman updated the Board several projects including: Prime Eco: tanks installed/building being finished, already starting to process order, Paving for Phase II Airpark Rail project is scheduled for the end of the week, Iron Horse is waiting on STB certification and UPRR for 10% approval, UPRR indicated they will have review of east side storage track plan in approximately 2 weeks, Dave Lee with THS and BSR gave an update on the east leg of the wye, UPRR gave ok for Bartlett & West plan which will include 3 tracks, 1-pull in 1-clearing and 1-tie on, the 30% plan has been submitted and BSR is working on the easement on the Stallings property. Plans are to be completed with the east leg of the wye by March 2016.

AGENDA ITEM #7- Executive Session:

MOU between BSEDC and Permian Industrial Center

Mr. Hansen adjourned the Board of Directors into Executive Session @ 5:47 pm., April 21, 2015

Mr. Hansen called the Executive Session to order at 5:50 pm., April 21, 2015

Mr. Hansen adjourned out of executive session at 6:27 pm., April 21, 2015

Mr. Hansen reconvened into open session at 6:30pm, April 21, 2015

AGENDA ITEM #8- Action as a Result of Executive Session:

None

AGENDA ITEM #9- Public Comments:

None

AGENDA ITEM # 10- Board Comments:

None

AGENDA ITEM # 11- Adjourn:

Mr. Morgan made a motion to adjourn, seconded by Mr. Price.

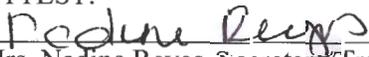
The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

Meeting adjourned at 6:31 pm on April 21, 2015.



Mr. Terry Hansen, President

ATTEST:


Mrs. Nadine Reyes, Secretary/Treasurer



Colorado River Municipal Water District

April 17, 2015

Mr. Todd Darden
City Manager
City of Big Spring
310 Nolan Street
Big Spring, Texas 79720

Dear Todd:

The terms for two of the City of Big Spring's appointees, Mr. James T. Weaver and Mr. Ray Kennedy, to the Colorado River Municipal Water District's Board of Directors will expire on May 31, 2013.

Mr. Weaver has served on the Board of Directors of CRMWD since July 13, 1995. He is currently serving as Secretary-Treasurer of the Board, Chair of the Administration and Audit Committee, and as a member of the Executive Committee and Electric Power Committee. He also serves as a member of the special committee on the Mission and Role of CRMWD.

Mr. Kennedy has served on the Board of Directors of CRMWD since February 11, 2004. He is currently serving as a member of the Operations Committee and as Vice Chair of the Retirement Plan and Trust Committee.

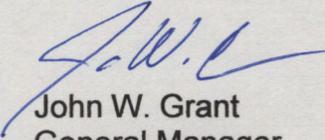
As set forth in the District's enabling legislation, the terms and qualifications of the Directors are:

"...in May of each year the governing body of each of the cities in Section 2 of this Act shall appoint two (2) directors for the two-year term beginning on June 1 of that year. Each director shall serve for his term of office as herein provided, and thereafter until his successor shall be appointed and qualified. No person shall be appointed a director unless he resides in and owns taxable property in the city from which he is appointed. No member of a governing body of a city, and no employee of a city shall be appointed as director. Such directors shall subscribe to the Constitutional Oath of office, and each shall give bond for the faithful performance of his duties in the amount of Five Thousand Dollars (\$5,000), the cost of which shall be paid by the District."

The term for the City's two appointees will be from June 1, 2015, through May 31, 2017. The District's first regularly scheduled Board Meeting after May 31, 2015, will be Wednesday, August 12, 2015.

After your city council makes the two appointments, please provide us with documentation for our files confirming the appointments. If you have any questions regarding this matter, please do not hesitate to give me a call.

Sincerely,



John W. Grant
General Manager

JWG/jap

cc: James T. Weaver
Ray Kennedy



CITY OF
Big Spring
310 Nolan • Big Spring, Texas 79720
Phone: 432-264-2401 • Fax: 432-263-8310

Committee & Board Appointment Resume'

Board you are interested in serving on: CRMWD

Your Name: Clif Talbot

Address: 2817 Coronado Ave.
Big Spring, TX 79720

Home Telephone Number: (432) 264-7105

Work Telephone Number: _____

Cellular Number: (432) 213-4383

Current Occupation: Retired

Any Related Past Experience? Please Describe Below:

Past Member of CRMWD

Past Member of HUD (President)

Current member of C.H.O.D.D - Cross Roads Housing Development Organization

Please Describe Your Education History:

B.S. in Zoology-Texas A&M 1972

M.S. in Health Care Administration -Trinity University, San Antonio -1982

Signature: *Clif Talbot*

Date: 5-22-15

Please attach any additional sheets as necessary or personal resume.
Once form is completed please deliver or mail Attention to the City Manager at the address above.