



CITY COUNCIL AGENDA

Tuesday, May 27, 2014

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, May 27, 2014, 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.”

Disposition of Minutes

2. Approval of Minutes of the Regular Meeting of May 23, 2014 5-10 Davis

Consent Items

3. Final Reading of an Ordinance Amending Chapter 18 of the Code of Ordinances Entitled “Traffic” by Amending Article 5 Section 18-149 Entitled “Specific Parking, Standing, Stopping and Street Closing Provisions” by Adding a New Subsection (M) to Prohibit Thru Traffic in the Alley Located Between Gregg Street and Lancaster Street From 2nd Street to 3rd Street; Providing for Severability; Providing for a Penalty in Accordance with State Law; Providing for Publication; and Providing an Effective Date 11-12 Womack

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|----|--|-------|---------|
| 4. | Final Reading of an Ordinance Amending the Code of Ordinances by Amending Chapter 16, Article 1 Entitled "Utility Extensions" by Amending Section 16-25 Entitled "Deposit Required for Water Meter Tests" to Increase the Deposit Required for Water Meter Testing; by Amending Article 3 Entitled "Utility Service Charges" by Adding New Section 16-61 Entitled "Water Tampering Charges" in Order to Require Charges to be Paid by Account Holders When City Equipment is Tampered with; Providing for Severability; Providing for Publication; and Providing an Effective Date | 13-14 | Moore |
| 5. | Final Reading of a Resolution in Support of the Annexation into the City Limits of the Rights of Way Identified as the US Highway 87 Reliever Route and Interstate 20 from Its Intersection with the Reliever Route East to the Current City Limits of Big Spring; Authorizing the City Manager to Seek Approval of Such Annexation from the Texas Department of Transportation and Providing an Effective Date | 15 | Sjogren |
| 6. | Acceptance of the Convention and Visitors Bureau Committee Minutes for the Meeting of April 2, 2014 | 16-17 | Darden |
| 7. | Acceptance of the McMahon-Wrinkle Airport and Industrial Park Development Board Minutes for the Meeting of April 17, 2014 | 18-20 | Darden |
| 8. | Acceptance of the Howard County Appraisal District's Board of Directors Minutes for the Regular Meeting of April 9, 2014 | 21 | Darden |

Bids

- | | | | |
|----|--|-------|--------|
| 9. | Award Bid for Tub Grinder Services and Authorizing the City Manager to Execute Any Necessary Documents | 22-23 | Medina |
|----|--|-------|--------|

Routine Business

- | | | | |
|-----|--|--|-----------|
| 10. | Vouchers for 05/15/14 \$ 1,421,525.88
Vouchers for 05/22/14 \$ 193,481.71 | | Benavides |
|-----|--|--|-----------|

New Business

- | | | | |
|-----|--|-------|----------|
| 11. | Election of Mayor Pro Tem | | McLellan |
| 12. | Emergency Reading of a Resolution Authorizing the Mayor to Negotiate and Execute Community Services Contracts and Other Necessary Documents with the Texas Department of Aging and Disability Services for the Senior Center | 24-25 | Moore |

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|-----|--|-------|----------|
| 13. | First Reading of an Ordinance Amending Ordinance Number 29-2013 Which Adopted the Annual Budget for the City, for the Fiscal Year Beginning October 1, 2013 and Ending September 30, 2014 to Increase the Motel Tax Fund Budget for the Purpose of Additional Event Funding; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; Providing an Effective Date | 26-27 | Moore |
| 14. | First Reading of a Resolution Amending the Personnel Policies and Procedures Handbook to Include a New Section 11 Entitled “Higher Education Incentive Program” Under Chapter 7 Entitled “Compensation” Authorizing Reimbursement or Advances to Employee Participants Towards an Approved Degree Plan; and Providing an Effective Date | 28-31 | Sjogren |
| 15. | Approval of the Twelfth Amendment to the Lease Agreement with Western Container Corporation and Authorizing the City Manager to Execute Any Necessary Documents | 32-35 | Little |
| 16. | Approval of an Agreement to Lease Office Space at Polly Mays to Howard County Teen Court Program and Authorizing the City Manager to Execute Any Necessary Documents | 36-39 | Darden |
| 17. | Consideration of Terminating and Withdrawing the City’s Grant Application to the Texas Department of Agriculture for the Texas Capital Fund 2013 Infrastructure Funds and Authorizing the Mayor to Execute Any Necessary Documents | | Womack |
| 18. | Performance Agreement with the Big Spring Economic Development Corporation for an Incentive in the Amount of \$1,004,997.00 for Rail Spur Infrastructure at the McMahan-Wrinkle Airpark and Authorizing the Mayor to Execute Any Necessary Documents | 40-45 | Sjogren |
| 19. | Approval of Investment Report for the Quarter Ending March 31, 2014 | 46-48 | Moore |
| 20. | Appointments to the Colorado River Municipal Water District Board of Directors

Current Appointee – Jim Purcell – since June 12, 2002
Current Appointee – Dr. John Myers – since January 6, 2011 | 49-51 | McLellan |
| 21. | Appointment of a Councilmember to the Convention and Visitors Bureau Board | 52 | McLean |
| 22. | Acceptance of the Minutes of the Meeting of the Big Spring Economic Development Corporation Board held on April 15, 2014 | 53-54 | Sjogren |

City Manager's Report

23. Joint Council meeting with Planning and Zoning June 3, 2014 5:30
Council Chambers

Darden

Council Input

24. Input

McLellan

25. Adjourn

McLellan

I hereby certify that this agenda was posted on the official bulletin boards at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on Friday, May 23, 2014 at 6:30 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, Administrative Assistant

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 _____, 2014 at _____ a.m./p.m.

By: _____
City Secretary's Office

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., May 13, 2014, with the following members present:

LARRY McLELLAN	Mayor
MARCUS FERNANDEZ	Mayor Pro Tem (Outgoing)
RAUL J. MARQUEZ	Councilmember (Incoming)
GLEN CARRIGAN	Councilmember (Outgoing)
JUSTIN MYERS	Councilmember (Incoming)
BOBBY McDONALD	Councilmember
RAUL BENAVIDES	Councilmember
MARVIN BOYD	Councilmember

(Councilmember Harbour was not present at this meeting.)

Same and constituting a quorum; and

TODD DARDEN	City Manager
LINDA SJOGREN	City Attorney
JOHN MEDINA	Human Resources Director
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
JOHNNY WOMACK	Public Works Director
JIM LITTLE	Airpark Director
DON MOORE	Finance Director/ City Secretary
TIM GREEN	Municipal Court Judge

PRESENTATIONS & PUBLIC HEARINGS

INVOCATION & PLEDGE OF ALLEGIANCE

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

DISPOSITION OF MINUTES

APPROVAL OF MINUTES OF THE SPECIAL MEETING OF APRIL 15, 2014 AND THE REGULAR MEETING OF APRIL 22, 2014

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

CONSENT ITEMS

FIRST READING OF AN ORDINANCE APPROVING A REPLAT OF GOVERNMENT HEIGHTS TO BAUER ADDITION TO THE CITY OF BIG SPRING, PARTS OF LOTS 1-3, LOTS 4-6, BLOCK 34, LOTS 1-3, BLOCK 35, PART OF AN ABANDONED ALLEY AND A PORTION OF NORTH DOUGLAS STREET, BEING APPROXIMATELY 1.57 ACRES LOCATED WEST OF US HIGHWAY 87 (GREGG STREET) AND SOUTH OF NORTH 10TH STREET, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

ACCEPTANCE OF THE MCMAHON-WRINKLE AIRPORT AND INDUSTRIAL PARK DEVELOPMENT BOARD OF DIRECTORS MINUTES FOR THE REGULAR MEETING OF MARCH 20, 2014

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

NEW BUSINESS

EMERGENCY READING OF AN ORDINANCE CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION WHICH WAS HELD ON THE 10TH DAY OF MAY, 2014, FOR THE PURPOSE OF ELECTING COUNCILMEMBER DISTRICT ONE AND COUNCILMEMBER DISTRICT THREE

Mayor McLellan and the Councilmembers reviewed the canvass returns for which the results were as follows: City Councilmember District One – Raul J. Marquez with 86 votes and Marcus M. Fernandez with 67 votes. City Councilmember District Three – Justin Myers with 219 votes and Glen Carrigan with 114 votes.

Motion was made by Mayor Pro Tem Fernandez, seconded by Councilmember Benavides with all members of the Council voting "aye" approving an emergency reading of an ordinance canvassing the above captioned results and declaring Raul J. Marquez as City Councilmember District One and Justin Myers as City Councilmember District Three.

RECOGNITION OF OUTGOING COUNCILMEMBERS

Mayor McLellan and Todd Darden, City Manager thanked Mayor Pro Tem Fernandez and Councilmember Carrigan for serving on the City Council and presented them with a plaque.

ADMINISTER OATH OF OFFICE TO DULY ELECTED COUNCILMEMBERS

Judge Tim Green, Municipal Court Judge, administered the oath of office to duly elected Raul J. Marquez and Justin Myers and presented them with a certificate of election as Councilmembers.

BIDS

AWARD BID FOR UTILITY SERVICES CONTRACTOR (WATER AND SEWER LINE CONSTRUCTION OR REPLACEMENT)

Motion was made by Councilmember Boyd, seconded by Councilmember Benavides, with all members of the Council voting “aye” awarding bid for Utility Services Contractor to Boler Equipment Service, Inc.

ROUTINE BUSINESS

Councilmember McDonald reviewed the vouchers. Motion was made by Councilmember McDonald, seconded by Councilmember Benavides, with all members of the Council voting “aye” approving vouchers in the amount of \$410,286.99 (04/24/14), \$756,475.84 (05/01/14) and \$1,180,046.72 (05/08/14).

NEW BUSINESS CONTINUED

TABLED - FINAL READING OF AN ORDINANCE AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES ENTITLED “TRAFFIC” BY AMENDING ARTICLE 3 SECTION 18-75 ENTITLED “ONE WAY STREETS, DESIGNATION AND MARKING” BY ADDING A NEW SUBSECTION I TO DECLARE 2ND STREET A SINGLE LANE, ONE WAY WESTBOUND TRAFFIC ROADWAY FROM GREGG TO LANCASTER; ADDING SUBSECTION J TO DECLARE LANCASTER A SINGLE LANE, ONE WAY SOUTHBOUND TRAFFIC ROADWAY FROM 2ND STREET TO 3RD STREET; AMENDING ARTICLE 5 SECTION 18-149 ENTITLED “SPECIFIC PARKING, STANDING, STOPPING AND STREET CLOSING PROVISIONS” BY ADDING A NEW SUBSECTION (M) TO REGULATE PARKING ALONG 2ND STREET FROM GREGG TO LANCASTER AND LANCASTER STREET FROM 2ND TO 3RD; AND ADDING A NEW SUBSECTION (N) TO PROHIBIT THRU TRAFFIC IN THE ALLEY FROM 2ND TO 3RD BETWEEN GREGG AND LANCASTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

The Mayor brought up the tabled motion and without objection it was taken off of the table but failed for lack of a motion to approve.

FIRST READING OF AN ORDINANCE AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES ENTITLED “TRAFFIC” BY AMENDING ARTICLE 5 SECTION 18-149 ENTITLED “SPECIFIC PARKING, STANDING, STOPPING AND STREET CLOSING

PROVISIONS” BY ADDING A NEW SUBSECTION (M) TO PROHIBIT THRU TRAFFIC IN THE ALLEY LOCATED BETWEEN GREGG STREET AND LANCASTER STREET FROM 2ND STREET TO 3RD STREET; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

EMERGENCY READING OF AN ORDINANCE IMPOSING A MORATORIUM ON PERMITS FOR CONSTRUCTION IN THE AREA NORTH OF I-20, WEST OF US HIGHWAY 87, EAST OF OIL MILL ROAD, AND SOUTH OF THE NORTH CITY LIMITS LINE, “THE NORTHERN SECTOR” PENDING THE DESIGNATION OF APPROPRIATE ZONING FOR THE AREA WITH SUCH MORATORIUM TO BE EFFECTIVE FOR 90 DAYS BEGINNING MAY 14, 2014; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY

After a brief council discussion and citizen comment, motion was made by Councilmember McDonald, seconded by Councilmember Benavides, with all members of the Council voting “aye” approving the emergency reading of the above captioned ordinance.

FIRST READING OF AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 16, ARTICLE 1 ENTITLED “UTILITY EXTENSIONS” BY AMENDING SECTION 16-25 ENTITLED “DEPOSIT REQUIRED FOR WATER METER TESTS” TO INCREASE THE DEPOSIT REQUIRED FOR WATER METER TESTING; BY AMENDING ARTICLE 3 ENTITLED “UTILITY SERVICE CHARGES” BY ADDING NEW SECTION 16-61 ENTITLED “WATER TAMPERING CHARGES” IN ORDER TO REQUIRE CHARGES TO BE PAID BY ACCOUNT HOLDERS WHEN CITY EQUIPMENT IS TAMPERED WITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

After a demonstration by staff of tampering devices and a brief council discussion, motion was made by Councilmember Benavides, seconded by Councilmember McDonald, with all members of the Council voting “aye” approving the first reading of the above captioned ordinance.

FIRST READING OF A RESOLUTION IN SUPPORT OF THE ANNEXATION INTO THE CITY LIMITS OF THE RIGHTS OF WAY IDENTIFIED AS THE US HIGHWAY 87 RELIEVER ROUTE AND INTERSTATE 20 FROM ITS INTERSECTION WITH THE RELIEVER ROUTE EAST TO THE CURRENT CITY LIMITS OF BIG SPRING; AUTHORIZING THE CITY MANAGER TO SEEK APPROVAL OF SUCH ANNEXATION FROM THE TEXAS DEPARTMENT OF TRANSPORTATION AND PROVIDING AN EFFECTIVE DATE

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

DISCUSSION AND CONSIDERATION OF THE NEED FOR SEWER IMPROVEMENTS IN THE NORTHERN SECTOR OF THE CITY

Johnny Womack, Public Works Director, and Linda Sjogren, City Attorney, explained the need for sewer improvements north of Interstate 20 for future development in the northern sector of the City. They further explained three actions that the staff would like for the council to authorize which are as follows: To request that the Big Spring Economic Development Corporation fund a portion of the cost; have developers fund part of the cost then to be reimbursed through property and sales tax rebates; and for the City to contract with Freese & Nichols to do an impact study with the intent of enacting Impact Fees. Motion was made by Councilmember McDonald, seconded by Councilmember Benavides, with all members of the Council voting “aye” approving such actions.

CITY MANAGER’S REPORT

Mr. Darden congratulated the new Councilmembers and reported that:

- Gordon Browning is leaving and the new City Planner will start full time on May 19, 2014.
- City offices will be closed on Monday, May 26, 2014 to observe Memorial Day.
- Departmental Quarterly Reports were included in the Councilmember notebooks.
- A joint meeting with Council and Planning & Zoning Board will be held on June 3, 2014.

COUNCIL INPUT

All Councilmembers congratulated new Councilmembers Raul J. Marquez and Justin Myers and thanked the outgoing Councilmembers Marcus Fernandez and Glen Carrigan for serving on the Council.

Mayor McLellan thanked Big Spring Leadership for their project at the ABC Park and said he was sorry he could not attend the ribbon cutting. Mayor McLellan also thanked everyone that voted in the General Election on May 10, 2014.

Councilmember Marquez thanked everyone for voting and looked forward to serving the citizens in District One and working with everyone on the Council and also wants to get younger people involved with the City.

Councilmember Myers said he also looks forward to working with everyone and would like to focus on fiscal responsibility.

Councilmember McDonald recognized and thanked Big Spring Leadership and Keep Big Spring Beautiful for their efforts.

Councilmember Benavides congratulated BSISD Police Liaison Kayla Barraza and the Seventh Grade Class for participating in the G.R.E.A.T. (Gang Resistance Education and Training) Program and picked up two tons of trash at Birdwell Park.

EXECUTIVE SESSION

ADJOURN INTO EXECUTIVE SESSION IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071(2) TO CONSULT WITH CITY ATTORNEY REGARDING A MATTER THAT IS ATTORNEY CLIENT PRIVILEGED AT 7:00 P.M.

RECONVENE IN OPEN SESSION AND TAKE ANY NECESSARY ACTION AT 7:40 P.M.

Motion was made by Councilmember Benavides, seconded by Councilmember Marquez, with all members of the Council voting “aye” allowing the Police Chief to make any necessary changes to the K9 Program.

ADJOURN

Motion was made by Councilmember Benavides, seconded by Councilmember Boyd, with all members of the Council voting “aye” to adjourn at 7:41 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 18 OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "TRAFFIC" BY AMENDING ARTICLE 5 SECTION 18-149 ENTITLED "SPECIFIC PARKING, STANDING, STOPPING AND STREET CLOSING PROVISIONS" BY ADDING A NEW SUBSECTION (M) TO PROHIBIT THRU TRAFFIC IN THE ALLEY LOCATED BETWEEN GREGG STREET AND LANCASTER STREET FROM 2ND STREET TO 3RD STREET; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council finds it to be in the interest of public safety to prohibit thru traffic in the alley located between Gregg Street and Lancaster Street from 2nd Street to 3rd Street; and

WHEREAS, the City Council finds that the public safety and general welfare will best be served by the following regulations;

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 18, Article 5, Section 18-149 is hereby amended by adding a new subsection (M) which shall read as follows:

Article 5: Stopping/Standing/Parking

...

Sec. 18-149. Specific Parking, Standing, Stopping, and Street Closing Provisions.

...

(M) Closure to Thru Traffic in the alley located between Gregg Street and Lancaster Street from 2nd Street to 3rd Street.

The alley running north and south between Gregg Street and Lancaster Street shall be closed to all thru traffic from 2nd Street to 3rd Street.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

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. The penalty for violation of this ordinance shall be as mandated by State law.

SECTION 5. City officials shall place and maintain the necessary signs at the above intersection.

SECTION 6. The City Secretary is directed to publish the caption and penalty for violation of this Ordinance in accordance with the City Charter and State law.

SECTION 7. This ordinance shall take effect immediately after passage and 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 **13th** day of **May, 2014**, with all members voting "aye" for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **27th** day of **May, 2014**, 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 COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 16, ARTICLE 1 ENTITLED "UTILITY EXTENSIONS" BY AMENDING SECTION 16-25 ENTITLED "DEPOSIT REQUIRED FOR WATER METER TESTS" TO INCREASE THE DEPOSIT REQUIRED FOR WATER METER TESTING; BY AMENDING ARTICLE 3 ENTITLED "UTILITY SERVICE CHARGES" BY ADDING NEW SECTION 16-61 ENTITLED "WATER TAMPERING CHARGES" IN ORDER TO REQUIRE CHARGES TO BE PAID BY ACCOUNT HOLDERS WHEN CITY EQUIPMENT IS TAMPERED WITH ; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the administrative costs to the City for repair or replacement of broken valves, broken padlocks and stolen meters has significantly increased and is a detriment to the efficient operation of the water utilities department; and

WHEREAS, the City Council finds that the following deposits and charges will help offset such administrative costs;

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

SECTION 1. Chapter 16, Article 1, Section 16-25 of the Big Spring City Code entitled "Deposit Required for Water Meter Tests" is hereby amended to read as follows:

Sec. 16-25. Deposit Required for Water Meter Tests.

Deposits for customer requested water meter tests shall be as follows:

¾ to 1" meters	\$125.00
2" and larger meters	\$175.00 per inch.

The deposit will be refunded to the customer if an error of more than two percent (2%) is discovered through the meter test.

SECTION 2. Chapter 16, Article 3 entitled "Utility Service Charges" is hereby amended by adding new Section 16-61 entitled "Water Tampering Charges" to read as follows:

Sec. 16-61. Water Tampering Charges.

The following charges must be paid by the account holder before water service can be restored when tampering with City equipment is discovered. These charges are in addition to any applicable criminal penalties that may be assessed upon conviction for tampering with or

destroying City property or theft of services. Charges for tampering with City utility equipment shall be as follows:

Broken Valves (Curb Stops)	¾"	\$200.00
	1"	\$250.00
	2"	\$300.00
Installation of Locking Device		\$150.00
Broken Pad Locks		\$100.00
Jumper Found		\$300.00
Stolen Meter		\$600.00
Removing an Antenna from Meter		\$100.00

SECTION 3. **Severability.** 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. **Publication.** The City Secretary is hereby directed to cause the caption and the charges associated with this ordinance to be published as provided by law.

SECTION 4. **Effective Date.** This ordinance shall take effect immediately from and after its publication and passage upon two readings 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 13th day of May, 2014, with all members present voting "aye" for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 27th day of May, 2014, with all members present voting "aye" for passage of same.

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING TEXAS IN SUPPORT OF THE ANNEXATION INTO THE CITY LIMITS OF THE RIGHTS OF WAY IDENTIFIED AS THE US HIGHWAY 87 RELIEVER ROUTE AND INTERSTATE 20 FROM ITS INTERSECTION WITH THE RELIEVER ROUTE EAST TO THE CURRENT CITY LIMITS OF BIG SPRING; AUTHORIZING THE CITY MANAGER TO SEEK APPROVAL OF SUCH ANNEXATION FROM THE TEXAS DEPARTMENT OF TRANSPORTATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the US Highway 87 Reliever Route (the “Reliever Route”) will go around the City through areas that are not currently in the City Limits; and

WHEREAS, the City Council finds that annexing the rights of way of the Reliever Route and certain portions of Interstate 20 that are not in the city limits would provide for better control of traffic, economic development and land use along such rights of way and would serve to protect the health, safety and welfare of the citizens of the City and of Howard County;

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

SECTION 1. The City of Big Spring supports the annexation into the city limits of the above-referenced Reliever Route and Interstate 20 rights of way and authorizes the City Manager to seek approval from the Texas Department of Transportation, which owns the rights of way, for annexation of such lands.

SECTION 2. This resolution shall take effect immediately upon its adoption and approval.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 13th day of May, 2014, 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 27th day of May, 2014, with all members present voting “aye” for passage of same.

Larry McLellan, Mayor

Attest:

Tami Davis, Asst. City Secretary

**Convention and Visitors Bureau Committee
Minutes from Wednesday, April 2, 2014
City Council Chambers**

Present: Marcus Fernandez, Todd Darden, Jacob Cerda, Troy Tompkins, Don Moore, Amy Jacobs
Staff: Debbie Wegman, Hayley Lewis
Absent: Carmen Harbour
Guests: Nati Saldivar, Greg Kernick, Aubrey Weaver Jr,

Mr. Marcus Fernandez called the meeting to order at 4:31pm.

Approval of minutes

The minutes from the meeting of March 5, 2014 were reviewed. Motion was made by Troy Tompkins to approve the minutes as written. Motion was seconded by Jacob Cerda and passed unanimously.

Consideration of Event Funding Requests

- a. Howard College Rodeo- Greg Kernick presented the funding request for the Howard College Rodeo of \$26,780. The event is from April 10-12, 2014 and brings in approximately 1,200 people for a total of 5 days in April. Approximately 100 rooms will be needed over the 5 days. Motion to approve an amount of \$20,000 was made by Troy Tompkins. Jacob Cerda seconded the amount; Don Moore amended the amount to \$19,000. The vote did not pass. Another motion to approve the amount of \$20,000 was made by Troy Tompkins and seconded by Jacob Cerda. The motion passed unanimously.

Other

- a. Approval of Event Guidelines/Checklist for Event Planning. Motion made by Troy Tompkins to approve the event funding guidelines. Motion was seconded by Todd Darden and passed unanimously.
- b. Upgrades and maintenance at the "Big Spring"- Aubrey Weaver presented proposed changes and updates to the spring area. Mr. Weaver shared his idea of how the spring is part of the brand of Big Spring and it should show case our pride in the town. Mr. Weaver suggested burying some of the electrical wires, and restoring the spring back to its natural habitat. He also suggested hiring a landscape architect to re-work the area by the spring. The committee agreed for Todd Darden, Debbie Wegman, and Aubrey Weaver to continue to work on plans for upgrading and maintaining the "Big Spring".

Financials

The financial report for February 2014 was provided to the committee. Hotel tax revenue report, comparison report of local hotels, data from the state comptroller, and an occupancy report were also provided.

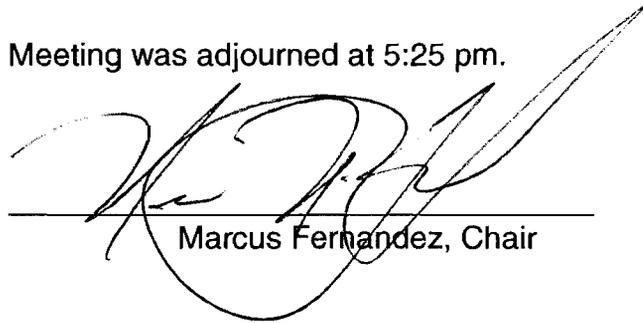
CVB Coordinator Report

No additional report at this time.

Members Comments

No member comments.

Meeting was adjourned at 5:25 pm.



Marcus Fernandez, Chair

4-2-14

Date

City of Big Spring
Big Spring McMahon-Wrinkle Airport and Industrial Park
Development Board Meeting Minutes
April 17, 2014

The Big Spring Airport and Industrial Park Development Board met in Regular Session at 5:30 p.m., on Thursday, April 17, 2014 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Phillip Welch called the meeting to order at 5:35 p.m. with the following members in attendance:

	Phillip Welch, Chairman Ned Crandall	Wayne Dawson, Safety Officer Jane Armstrong
Absent:	Paschal Odom, Vice Chair	Willie Rangel
Also in attendance:	Jim Little, Airport Director Terry Wegman, Big Spring EDC Rodney Patridge	Karen Reagan, Director's Assistant William Diaz

Item # 1

Call to Order

Phillip Welch called the meeting to order at 5:35 p.m.

Item # 2

Review and approve minutes from March 20, 2014 meeting

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

Item # 3

Big Spring Economic Development Corporation Update

For the rail area on the east side of town, Terry Wegman stated that things were moving slowly due to customer design changes. He is hopeful to break ground by the end of this year on the project. Also, Terry mentioned that the short line would need extra rail to accommodate rail traffic, and he said there has been some interest in a location south of the airpark. Terry declared that the goal for rails in the Big Spring area is to build an interstate backbone for other companies to build on.

Item # 4

Rail Yard Development Activity

Jim commented that there is a tremendous amount of work on the rails being installed on the industrial side of the airpark. The rails being built by Hi-Crush behind the airport maintenance building have just been completed.

Item # 5

T-Hangar Project, Status

Jim mentioned that the design plans are finished, and that we are prepared to go forward for bids. The board briefly discussed some of the features of the T-hangars such as large bi-fold doors, possible breakers for each unit, more lighting, and the potential for parking spaces if funding is available.

Item # 6

Comprehensive Master Plan

Terry stated that there is to be a meeting on Monday, April 21, 2014, at the Dorothy Garrett Coliseum. The meeting is to be at 6:00 where consultants will be taking input in regards to the plan.

Item # 7

Airport Terminal Apron Upgrade Project, Status

Jim updated the board on the state of the apron upgrade. He confirmed that the asphalt and slurry seal have been completed. The board discussed the type of tie downs that will be used. Final inspection of the apron will take place on Tuesday, April 22nd.

Item # 8

Airport Fuel Tank Farm Project, Status

Jim stated that the fuel tanks have been set up. The pumps are expected to be installed on April 28th. The decision on how these pumps will be serviced has yet to be determined.

Item # 8

Airport Director's Update

Jim mentioned that the vacancy for the Airport Board Member has not been filled yet. The Airport Superintendent and Airport Maintenance Worker positions are posted but are still open at this time. For oil and gas drilling on our airport, Jim informed the board that the company has the contract, and we are currently waiting for a response. Jim confirmed the Truck Reliever Route Ground Breaking Ceremony on April 25th at 10:30 on the apron behind the Hangar 25 Air Museum. Presently, there is an engineering contract for the parachute building demolition, and we are expecting bids in the next week or so. Jim described the TxDOT Aviation Conference in Dallas as good and said that the TxDOT/FAA funding situation has been set for the calendar year. He reported that the Permian Basin Airport Board meeting showed lots of growth with a record breaking year and the addition of jet service from American Eagle. There is nothing scheduled for Director's Travel at this time.

Item # 9

Leased Building Issues

Jim gave a brief summary of the changes that will be taking place at the Western Container building for roof and parking lot repairs.

Item # 10

Airport Safety Committee Report

Wayne introduced the speaker for the next Pilot Safety Meeting. The speaker, Guy Griffith, gave some background about himself as well as some information on the topic he will be speaking about. Two representatives from Trace Engines also gave some background information on their product and its history.

Item # 11

Other Events & Activities

Upcoming events include the Annual Fly-In breakfast with a date of June 7th and the US Nationals Hang Gliding Competitions on August 3rd through the 9th. Board members will be notified at a later date concerning the time and place for the committee meeting for the Annual Fly-In.

Item # 12

Board Member Updates

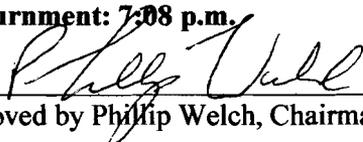
There were no updates at this time.

Item # 13

Next Meeting Date

May 22, 2014

Adjournment: 7:08 p.m.


Approved by Phillip Welch, Chairman

5-22-14
Date

**McMahon-Wrinkle Airport & Industrial Park
Development Board Meeting
April 17, 2014**

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, April 17, 2014 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 March 20, 2014 meeting.

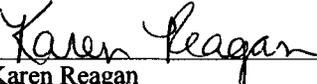
Section III

- A. Big Spring Economic Development Corporation Update
- B. Rail Yard Development Activity
- C. T-Hangar Project, Status
- D. Comprehensive Master Plan for Airpark
- E. Airport Terminal Apron Upgrade Project, Status
- F. Airport Fuel Tank Farm Project, Status
- G. Airport Director Update
- H. Leased Building Issues
- I. Airport Safety Committee Report
- J. Other Events and Activities

Section IV

- A. Board Member Updates
- B. Next Meeting Date: May 22, 2014

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, April 14, 2014 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 _____, 2014 at _____ p.m.

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

**THE MINUTES OF MEETING OF THE
BOARD OF DIRECTORS
HOWARD COUNTY APPRAISAL DISTRICT**

APRIL 09, 2014

The Board of Directors of the Howard County Appraisal District (HCAD) met for their Regular Meeting on April 9, 2014 at 5:15 pm. Directors present were Donnie Baker, Tim Blackshear, Dale Humphreys, Donnie Reid and Kathy Sayles. Ronny Babcock and Lisa Reyna represented the HCAD.

Mr. Baker called the meeting to order at 5:15 pm.

No one was registered for public comments.

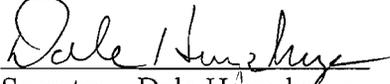
The minutes for February 5, 2014 were reviewed and approved on a motion from Donnie Reid with a second from Kathy Sayles. Motion carried 5 to 0.

The bills for February and March, 2014 were reviewed and approved on a motion from Kathy Sayles with a second from Dale Humphreys. Motion carried 5 to 0.

The financial report for March, 2014 was reviewed and approved on a motion from Dale Humphreys with a second from Tim Blackshear. Motion carried 5 to 0.

The Travel expense were reviewed and approved by Tim Blackshear and seconded from Kathy Sayles. Motion carried 5 to 0.

With no other business to discuss, the meeting adjourned at 5:50 P.M.


Secretary, Dale Humphreys


Chairman, Donnie Baker

City of Big Spring
Purchasing and Material Control
Memorandum

To: Honorable Mayor, City Council, City Manager
From: Paul Sotelo, Purchasing Agent
Date: May 27, 2014
Subject: Request for Bid Award for Tub Grinding Services

On Tuesday, May 19, 2014, the City of Big Spring received two (2) proposals for Tub Grinding Services from three (3) of the vendors that were contacted.

Recommendation: The staff recommends the bid be awarded to Eggemeyer Land Clearing, LLC. The bid submitted was for \$12.00 per ton for chip size of 5"-7" and \$25.00 per ton for chip size less than 3" plus \$6,000.00 mobilization cost. This bid allows for negotiation of price every six (6) months for the next eighteen (18) months. A bid tabulation has been included for your viewing.

City of Big Spring
Bid Tabulation - Tub Grinding Services
19-May-14

<u>Vendor</u>	<u>Grinding Costs</u>	<u>Mobilization</u>
Austin Wood Recycling 3875 E. Whitestone Blvd. Cedar Park, TX 78613	\$30/ ton (chip size 5"-7") \$38/ ton (chip size < 3")	\$6,500.00
Eggemeyer Land Clearing, LLC. PO Box 312289 New Braunfels, TX 78131	\$12/ ton (chip size 5" - 7") \$24/ ton (chip size < 3")	\$6,000.00
Thelin Recycling	No Response	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS
AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE COMMUNITY
SERVICES CONTRACTS AND OTHER NECESSARY DOCUMENTS WITH THE TEXAS
DEPARTMENT OF AGING AND DISABILITY SERVICES FOR THE SENIOR CENTER;
AND DECLARING AN EMERGENCY

WHEREAS, the City of Big Spring contracts annually with the Texas Department of
Aging and Disability Services (DADS) for grant funding for the Senior Center; and

WHEREAS, a City representative must be authorized to negotiate with DADS regarding
funding and budgetary issues;

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

Section I. THAT Mayor Larry McLellan, and his successors in office, are hereby
authorized to negotiate, on terms and conditions that he may deem advisable, a contract or
contracts with the Texas Department of Aging and Disability Services (DADS), and to execute
the contract or contracts on behalf of the City, and further we do hereby give him the power and
authority to do all things necessary to implement, maintain, amend, renew or request closure of
the contract. Although the authority of the successors is binding on this Entity, it is
acknowledged that this Entity must specifically authorize another party by name in a resolution
within thirty (30) days of the change in authorization, or when specifically required by DADS,
whichever is sooner.

Section II. THAT this resolution was passed in accordance with the governing
documents of the City of Big Spring and the laws of the State of Texas. The term local
government means a county, city, town, special purpose district and any other political
subdivision of the State of Texas.

Section III. THAT the City of Big Spring is a municipal local government and is
authorized by the Texas Local Government Code.

Section IV. THAT this Resolution is a true and correct copy of a part of the minutes of
a meeting of the City Council of the City of Big Spring held on the 27th day of May, 2014.

Section V. THAT the passage of this resolution constitutes an emergency and an
imperative public necessity that the Charter Rule requiring that City resolutions be read at two
separate meetings of the City Council be suspended, and said rule is hereby suspended, and this
resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on an emergency reading at a regular meeting of the City Council of the City of Big Spring, Texas, this 27th day of May, 2014, with all members of the Council voting “aye” for passage of the same.

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

Subscribed and sworn to (or affirmed) before me on this 27th day of May, 2014

Tami L. Davis, Notary Public

My commission expires 3/5/15

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 029-2013 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014 TO INCREASE THE MOTEL TAX FUND BUDGET FOR THE PURPOSE OF ADDITIONAL EVENT FUNDING; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2013-14 budget for the City of Big Spring, Texas on September 24, 2013; and

WHEREAS, additional CVB event funding is needed;

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

SECTION 1. Enacted.

THAT the Motel Tax Fund of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2013 and ending September 30, 2014 is hereby increased by the amount of \$25,000 for the purpose of adding to the CVB event funding due to the number of requests made to the CVB. This increase will be funded through existing fund balance.

SECTION 2. Continuing effect.

THAT the remaining portions of Ordinance Number 029-2013 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 27th day of May, 2014 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 10th day of June, 2014 with all members of the Council voting “aye” for the passage of same.

CITY OF BIG SPRING

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING THE CITY OF BIG SPRING PERSONNEL POLICIES AND PROCEDURES HANDBOOK TO INCLUDE A NEW SECTION 11 ENTITLED "HIGHER EDUCATION INCENTIVE PROGRAM" UNDER CHAPTER 7 ENTITLED "COMPENSATION" AUTHORIZING REIMBURSEMENT OR ADVANCES TO EMPLOYEE PARTICIPANTS TOWARDS AN APPROVED DEGREE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, higher education is a very important aspect of any employee's current job performance and future ability to advance within the City organization;

WHEREAS, the City wants to encourage its employees to continue their education by enrolling in colleges for undergraduate or post-graduate courses;

WHEREAS, in order to provide incentives for employees that have completed their probationary period, the City wishes to provide college reimbursement for certain degree plans; and

WHEREAS, in order to provide incentives for those individuals who have been employed by the City for at least five years, the City desires to provide advances towards college tuition for certain degree plans;

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

SECTION 1: The City Manager is hereby authorized and directed to include the "Higher Education Incentive Policy" in the City of Big Spring Personnel Policy and Procedures Handbook, with such policy to be in the form attached hereto as Exhibit "A".

SECTION 2: Any employee that desires to participate in the program under an approved degree plan shall be required to execute a Higher Education Incentive Agreement.

SECTION 3: Any employee that executes a Higher Education Incentive Agreement shall be required to reimburse the City for the full amount of the incentive received, plus any collection costs if he/she voluntarily terminates employment with the City of Big Spring prior to the completion of the term of the Agreement.

SECTION 4: This Resolution shall become effective upon its passage.

PASSED AND APPROVED on the first reading by the City Council of the City of Big Spring, Texas, this 27th day of May, 2014, at a regular meeting of the City Council of the City of Big Spring, Texas, with all members present voting "aye" for passage of same.

PASSED AND APPROVED on the first reading by the City Council of the City of Big Spring, Texas, this 10th day of June, 2014, at a regular meeting of the City Council of the City of Big Spring, Texas, with all members present voting "aye" for passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

EXHIBIT A

Section 11 – Higher Education Incentive Program

Higher education is a very important aspect of any employee's current job performance and future ability to advance within the City organization. Therefore, the City wants to encourage its employees to continue their education by enrolling in colleges for undergraduate or post-graduate courses. Under this policy, an employee may take college courses which are either related to their job duties, or designated in a degree plan approved by their supervisor.

The City will reimburse the employee for actual costs as follows:

100% for a grade of A

80% for a grade of B

70% for a grade of C

Eligibility: Reimbursement is for actual costs of tuition and books, not to exceed the normal costs for comparable courses at area colleges (Texas Tech, UTPB, Howard College, LCU, etc.) Only full time permanent employees who have completed their probationary period prior to beginning the course are eligible for reimbursement.

Additional Longevity Incentive: As an added incentive, employees who have been employed with the City for more than five years may seek an advance toward the actual costs of tuition and books for eligible classes. For first time program applicants, advances may be granted for the lesser of 50% of the actual costs of the class or 50% of the employee's net pay, so long as the employee does not have an outstanding Payroll Advance under Administrative Directive 68. Once the class is completed, the employee will be reimbursed for any additional amounts applicable to the grade received. For those who have previously participated in the program, advances may be granted for a percentage of the actual costs of the class equal to the percentage of reimbursement or advance the employee received for their last class taken under this program.

Repayment: If an employee does not complete a class for which he or she received an advance, or does not make a grade of C or above in the class, the advance must be repaid in the same manner as a Payroll Advance under Administrative Directive 68. If an employee receives an advance for a higher percentage than the final grade received for the class, he or she must repay the additional amount advanced in the same manner as a Payroll Advance under Administrative Directive 68. If an employee that receives a higher education incentive leaves employment with the City for any reason within twenty-four months of completion of the last class an incentive was paid for, the employee agrees to pay back the funds in full through a deduction from the last paycheck with any additional amount due to be paid in a lump sum at the time of termination.

Course assignments may not be done during working hours or using City equipment. An employee may attend class during working hours with the approval of his/her supervisor, provided that the employee uses vacation or compensatory time or the supervisor adjusts the employee's work schedule to make-up the time in class.

**TWELFTH AMENDMENT TO THE LEASE AGREEMENT
BETWEEN THE CITY OF BIG SPRING AND
WESTERN CONTAINER CORPORATION**

This Twelfth Amendment to the Lease Agreement Between the City of Big Spring and Western Container Corporation (“Twelfth Amendment”) is made and entered into effective as of June 1, 2014 (the “Effective Date”), by and between the CITY OF BIG SPRING, a Texas home-rule municipal corporation with its principal address at 310 Nolan St., Big Spring, Texas 79720 (“Landlord”), and WESTERN CONTAINER CORPORATION, a Texas corporation with its principal address at 2150 Town Square Place, 6th Floor, Sugar Land, Texas 77479 (“Tenant”).

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement effective as of June 12, 1980, covering certain land and improvements located in Howard County, Texas, which Lease Agreement was amended by the First Amendment to Lease Agreement dated January 14, 1985, the Second Amendment to Lease Agreement dated July 15, 1987, the Third Lease Amendment to the Lease Agreement dated January 18, 1989, the Fourth Lease Amendment to the Lease Agreement dated March 29, 1994, the Fifth Amendment to the Lease Agreement dated September 1, 1995, the Sixth Amendment to the Lease Agreement dated April 3, 1998, the Seventh Amendment to the Lease Agreement dated June 30, 2010, the Eighth Amendment to the Lease Agreement dated September 28, 2010, the Ninth Amendment to the Lease Agreement with an effective date of December 31, 2010, the Tenth Amendment to the Lease Agreement with an effective date of March 31, 2011, and the Eleventh Amendment to the Lease Agreement with an effective date of May 31, 2011, (such Lease Agreement as amended is herein called the “Lease”); and

WHEREAS, Tenant and Landlord mutually desire to enact changes to the Lease including certain repairs that Landlord will make to the Leased Property, adopting a new “Primary Term,” providing for options to renew the Lease and providing for a new rental amount for such Primary Term and for annual rental increases after the end of the Primary Term, only as specifically set forth herein;

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

1. **Incorporation of Recitals; Definitions.** The foregoing recital of facts is hereby incorporated herein to the same extent as if hereinafter fully set forth. Capitalized words and phrases used herein which are not defined herein but which are defined in the Lease shall have the meaning ascribed thereto in the Lease.

2. **Repairs to Leased Property.**

Landlord agrees to make the following repairs:

- Landlord will resurface the Employee Parking Area depicted in Exhibit “A-2”

with a reliable, commercial grade repair and/or resurfacing of the asphalt using commercially acceptable practices for similar employee (non-truck) parking areas. Landlord further agrees to use its best efforts to alleviate the ponding problem on such parking lot near the entrance to the break room by regular cleaning and vacuuming of the French drain in said parking area to keep it clear of dirt and debris. Tenant agrees to provide Landlord with notice if such drain becomes clogged between such cleanings, and Landlord agrees to respond to clear the drain within a reasonable time.

- Landlord will install a durable, multi-year watertight seal along the seam in the roof where the two buildings comprising the plant abut, stopping leaks into the building along the seam. Tenant agrees to notify Landlord immediately if additional leaks occur so that Landlord can pursue warranty repairs, if applicable, or have additional sealing performed.

3. **Term of Lease and Options to Renew Lease.**

3.1 **Amended Primary Term.** This Lease shall be in full force and effect from and after the Effective Date of this Twelfth Amendment for a new primary term of five years subject to the renewal options set forth herein and any termination provisions contained in the Lease (the “Amended Primary Term”).

3.2 **Amended Renewal Options.** Tenant shall have the following renewal options so long as it is not in default and provides one hundred twenty (120) days written notice to Landlord prior to the expiration of the then-current term of its intent to exercise the applicable renewal option. Tenant shall have the right and option to renew and extend the Lease for a first renewal term of one year upon expiration of the Amended Primary Term (the “First Renewal Term”) and for a second renewal term of one year upon expiration of the first renewal term (the “Second Renewal Term”).

4. **Rental Rate.** The rental for the first two years of the Amended Primary Term shall be \$11,455.16 per month (hereinafter the “Base Rent”). Effective June 1, 2016 the Base Rent will increase June 1 of each year in accordance with the following formula:

Rental rate for the immediately preceding twelve months plus the percentage increase applied to the Base Rent for the applicable percentage increase (if any) between CPI#1 and CPI#2.

- CPI shall mean the “all items” monthly index of the Southwest Consumer Price Index Indicators, U.S. City Average for all urban consumers on the 1982-84 = 100 base, issued by the U.S. Department of Labor, Bureau of Labor Statistics, or any successor agency that shall issue the above indexes.
- CPI#1 is 219.179 which is the index established by the Bureau in December of 2010.
- CPI#2 shall be the index established by the Bureau in December immediately prior to the beginning of the applicable year.

If the listed indices are no longer available then the index which most closely approximates the original index shall be used. Thirty (30) days prior to the date each increase will go into effect, Landlord shall send Tenant notice of the increased Base Rent amount and the calculations used to obtain such amount.

5. **Notice.** Notwithstanding anything in the Lease to the contrary, any notices or demands pursuant to the terms of the Lease shall be in writing and shall be deemed served one day after delivery by nationally recognized overnight courier service or three (3) days after being deposited in the United States mail, postage prepaid, return receipt requested by certified mail addressed to Landlord or Tenant as follows:

Landlord at: City Manager
City of Big Spring
310 Nolan Street
Big Spring, Tx. 79721
Telephone: 432-264-2401
Facsimile: 432-263-8310

Tenant at: Western Container Corporation
2150 Town Square Place
6th Floor
Sugar Land, Texas 77479
Attention: President

6. **Severability.** In the event that any one or more of the provisions contained in the Lease 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. The Lease will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

7. **Successors and Assigns; Governing Law.** This Twelfth Amendment shall be binding upon and shall inure to benefit of the parties hereto and their respective successors and assigns and shall be governed by Texas law.

8. **Counterparts.** This Twelfth Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

9. **All Other Provisions.** Except as specifically amended hereby, all other provisions of the Lease shall continue in full force and effect.

[Signatures Commence On Next Page]

IN WITNESS WHEREOF, Landlord and Tenant have respectively executed this Twelfth Amendment to the Lease Agreement Between the City of Big Spring and Western Container Corporation to be effective as of the Effective Date.

Executed this ____ day of _____, 2014 by:

CITY OF BIG SPRING

By: _____
Todd Darden, City Manager

ATTEST:

Tami Davis, Asst. City Secretary

Executed this ____ day of _____, 2014 by:

WESTERN CONTAINER CORPORATION

By: _____
Mike Andrysiak, President and CEO

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2014 by **Mike Andrysiak**, who acknowledged that he is the President and Chief Executive Officer of Western Container Corporation, and was duly authorized to execute this instrument on behalf of Western Container Corporation in the capacity set forth herein.

Notary Public, State of Texas

My Commission Expires _____

TEEN COURT LEASE AGREEMENT

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HOWARD §

THAT this Lease Agreement 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 the **Howard County Teen Court Board**, a Texas corporation (hereinafter referred to as the "Lessee").

WHEREAS, the Howard County Teen Court Board offers teens with traffic and Class C criminal offenses an alternative to the adult justice system; and

WHEREAS, the City finds that providing this space to the Howard County Teen Court Board will be beneficial to the public health and safety of the citizens of the City;

NOW THEREFORE, the Parties hereby mutually agree as follows:

**ARTICLE 1.
PREMISES**

Lessor demises to Lessee 1404 square feet of office space in the northeast quarter of the Polly Mays Annex located at 501 Runnels, Big Spring, TX 79720, (hereinafter referred to as "Premises").

**ARTICLE 2.
TERM**

This Lease shall commence on the 1st day of **May, 2014** and end on April 30, 2015, unless sooner terminated by either Party in accordance with this Lease. The Lease will automatically renew each year unless either Party gives the other Party thirty (30) days written notice prior to the end of any terms.

**ARTICLE 3.
RENT**

Lessee shall pay to Lessor at Lessor's address hereinafter stated in the City of Big Spring,

Howard County, Texas, annually, in advance the sum of \$ 1.00 during the term of this lease. The first such annual rental payment shall be due on the effective date of this lease.

**ARTICLE 4.
UTILITIES**

Lessor shall provide water and electric utilities for use by the Lessee's employees/volunteers located at the Premises. Lessee shall provide its own telephone and internet. The Lessee shall be responsible for providing any and all necessary furniture, equipment or supplies for its employees/volunteers at the Premises.

**ARTICLE 5.
CONDITION, USE AND PEACEFUL POSSESSION**

Lessee may peacefully have, hold and enjoy the demised Premises provided Lessee abides by the covenants, terms and conditions herein contained. Lessee specifically agrees and understands that the Premises is not currently in compliance with state or federal accessibility rules and regulations. Lessee agrees to take any and all steps necessary to accommodate any of its officers, employees, agents, volunteers, or program participants that need access to the building. Lessee further agrees to release, indemnify and defend Lessor from any and all claims or causes of action arising out of this Lease or Lessee's use of the Premises.

**ARTICLE 6.
MAINTENANCE**

Lessor agrees to, at its own cost and expense, maintain the Premises in good order and condition and to provide all maintenance and janitorial services. Lessee agrees that upon termination of this Lease, the Premises will be returned to the Lessor in the same condition as when originally rented, normal wear and tear excepted.

**ARTICLE 7.
TERMINATION**

Either Party shall have the unrestricted right to terminate this Lease by giving thirty (30) days written notice to the other Party.

**ARTICLE 8.
PARKING**

Lessee, its employees, agents, volunteers, and program participants shall have reasonable use of designated public parking areas, subject to the rights of the Lessor to impose reasonable rules and regulations for the use of such areas.

**ARTICLE 9.
APPLICABLE LAW**

This Lease shall be construed in accordance with the laws of the State of Texas. Venue for any cause of action shall be in Howard County, Texas. If any covenant, condition or provision contained in this Agreement 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 10.
NOTICES**

Notwithstanding anything in this Lease to the contrary, any notices or demands pursuant to the terms of this Lease shall be in writing and shall be deemed served and received when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested by certified mail addressed to the Lessor or the Lessee as follows:

Lessor: City of Big Spring
 Todd Darden, City Manager
 310 Nolan
 Big Spring, TX 79720

Lessee Howard County Teen Court Board
 Michelle Sanchez, President
 300 S. Main St.
 Big Spring, TX 79720

**ARTICLE 11.
ENTIRE AGREEMENT**

This Lease, together with any 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 triplicate originals this _____ day of _____, 2014.

THE CITY OF BIG SPRING

BY: Todd Darden, City Manager

ATTEST:

Tami Davis, City Secretary

HOWARD COUNTY TEEN COURT

Michelle Sanchez, President

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

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

1. RECITALS

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

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

WHEREAS the improvements to be made are more specifically outlined in the specifications attached hereto as Exhibit “A” and incorporated herein by reference, (hereinafter the “Improvements”); and

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

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

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

2. DEFINITIONS

Maximum Financial Assistance. The words “Maximum Financial Assistance” means the sum of One Million Four Thousand Nine Hundred Ninety Seven Dollars and no cents (\$1,004,997.00), which shall be the maximum amount of funds that the EDC will expend on the Improvements depicted on the map attached hereto as Exhibit “B” and incorporated herein by reference. The EDC will be responsible for maintaining records of the expenditures on the Improvements.

3. AGREEMENT

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

5. TERM

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

6. MISCELLANEOUS PROVISIONS

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

Notice to EDC shall be sent to:

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

Notice to the City shall be sent to:

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

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

Signature Pages Follow:

Big Spring Economic Development Corporation

By: _____, President

Date executed: _____

Attest:

_____, Secretary

The City of Big Spring, Texas

By: _____
Larry McLellan, Mayor

Date executed: _____

Attest:

Tami Davis, Asst City Secretary

Exhibit "A"



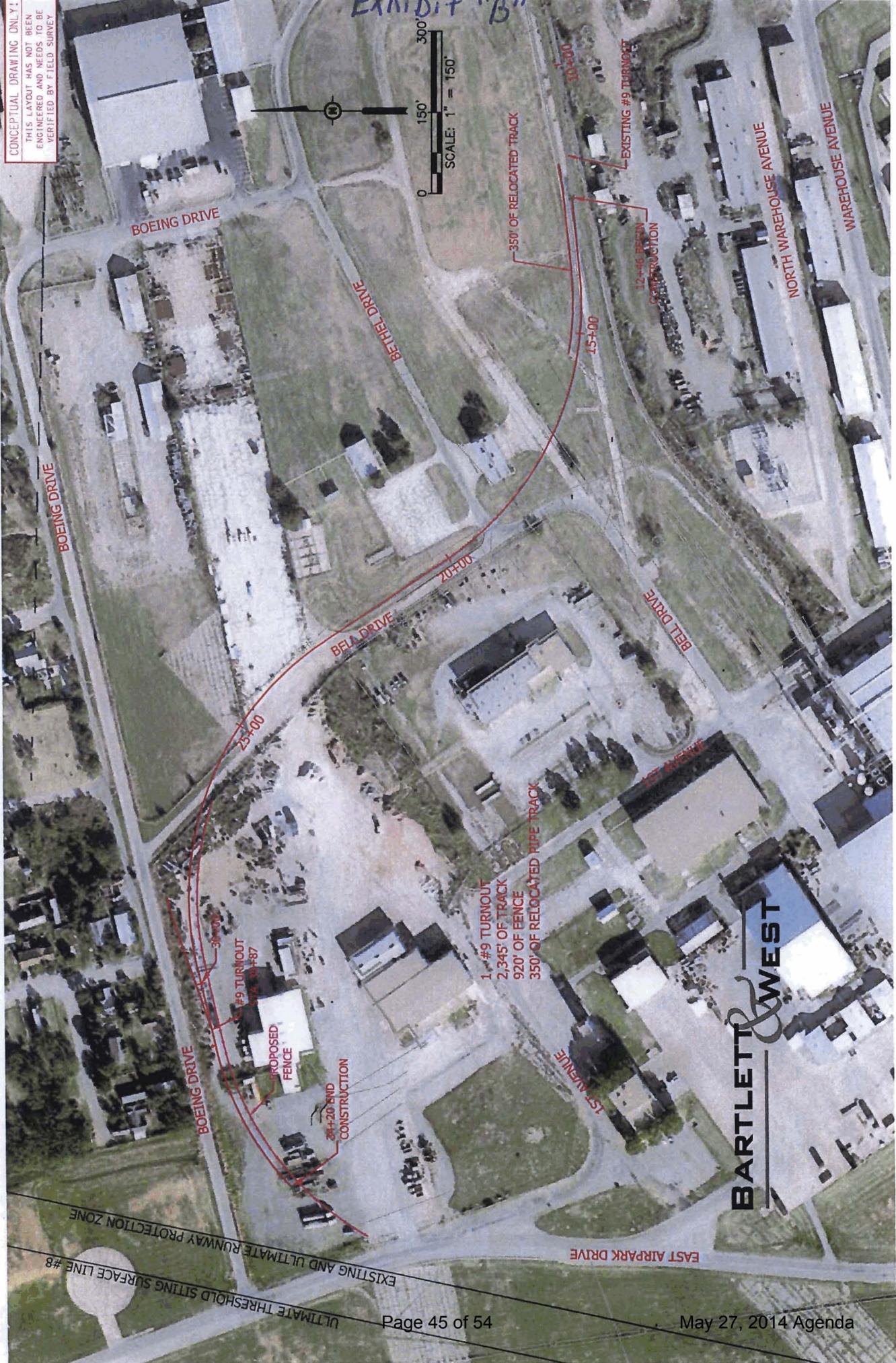
**Industrial Rail Spur Improvements
Tarmac Lead Extension
Big Spring, TX
Preliminary Engineer's Estimate of Probable Project Cost
May 2014**

No.	Description	Unit	Quantity	Unit Price	Extension
<u>Tarmac Lead Extension</u>					
1	Relocate down guy for OHE PP	EA	1	\$6,000.00	\$6,000
2	Pavement Removal ¹	SY	1,133	\$15.00	\$17,000
3	Remove inlet structure	EA	1	\$1,000.00	\$1,000
4	Remove 15" RCP	LF	85	\$25.00	\$2,125
5	Excavation	CY	5,863	\$20.00	\$117,250
6	Site Grading, Erosion Control, Site Restoration	LS	1	\$10,000.00	\$10,000
7	15" RCP Storm Sewer	LF	94	\$50.00	\$4,700
8	15" RCP End Section	EA	1	\$800.00	\$800
9	Area Inlet	EA	2	\$3,500.00	\$7,000
10	Ditch Grading	LF	2,345	\$15.00	\$35,175
11	8" Asphalt Pavement	SY	100	\$50.00	\$5,000
12	Asphalt Grade Crossing	TF	140	\$250.00	\$35,000
13	Utility Protection, Reinforced ²	EA	10	\$3,000.00	\$30,000
14	Sub-Ballast Preparation	SY	7,035	\$8.00	\$56,280
15	Furnish and Install 115# Rail w/7"x9"x8.5' Hardwood Ties ³	TF	2,345	\$168.00	\$393,960
16	Furnish and Install #9 Left Hand Turnout with Manual Switch	EA	1	\$49,820.00	\$49,820
17	Temporary Traffic Control	LS	1	\$2,000.00	\$2,000
18	Fence	LF	920	\$35.00	\$32,200
Tarmac Lead Subtotal:					\$773,110
<u>Pipe Track Relocation</u>					
19	Relocate Pipe Track	LF	350	\$8.00	\$2,800
Pipe Track Relocation Subtotal:					\$2,800
Construction Cost Estimate:					\$ 775,910
Construction Staking:					\$ 6,000
Mobilization:					\$ 12,000
Engineering:					\$ 80,000
15% Project Contingency:					\$ 131,087
Total Project Costs:					\$ 1,004,997

Notes:

1. Depth of existing pavement is unknown and could result in a wide range of prices for pavement removal.
2. No fiber, UGT, UGE protection provided
3. Unit price for rail installation includes ballast
4. Engineering fee includes topographic survey
5. Conceptual alignment and associated costs subject to change following topographic survey
6. Project cost estimate only represents those items shown in the estimate and does not include geotech investigation, permitting, fence or building construction.

CONCEPTUAL DRAWING ONLY!
THIS LAYOUT HAS NOT BEEN
ENGINEERED AND NEEDS TO BE
VERIFIED BY FIELD SURVEY



BARTLETT & WEST

EXISTING AND ULTIMATE RUNWAY PROTECTION ZONE
ULTIMATE THRESHOLD SITING SURFACE LINE #8

**City of Big Spring
Investment Report
Quarter Ending March 31, 2014**

	<u>Market Value</u> <u>12/31/13</u>	<u>Quarterly</u> <u>Interest</u> <u>Income</u>	<u>Net Additions/</u> <u>Decreases</u>	<u>Market Value</u> <u>3/31/14</u>
<u>TexPool Funds</u>				
Utility Escrow	\$ -	\$ -	\$ -	\$ -
Airpark	496,575.44	34.90	-	496,610.34
Landfill Closure	2,253,592.97	158.52	-	2,253,751.49
Operating Account	1,730,934.68	121.79	-	1,731,056.47
Cemetery	350,995.21	24.71	-	351,019.92
Health Insurance	-	-	-	-
Total TexPool	\$ 4,832,098.30	\$ 339.92	\$ -	\$ 4,832,438.22
<u>TexSTAR Funds</u>				
Certificates of Obligation	\$ -	\$ -	\$ -	\$ -
Certificates of Obligation 2012	\$ 6,814,979.19	\$ 556.05	\$ (1,000,000.00)	\$ 5,815,535.24
Total TexSTAR	\$ 6,814,979.19	\$ 556.05	\$ (1,000,000.00)	\$ 5,815,535.24
Total Funds in Pools	\$ 11,647,077.49	\$ 895.97	\$ (1,000,000.00)	\$ 10,647,973.46

**City of Big Spring
Investment Report
Quarter Ending March 31, 2014**

	<u>Value</u> <u>12/31/13</u>	<u>Quarterly</u> <u>Interest</u> <u>Income</u>	<u>Net Additions/</u> <u>Decreases</u>	<u>Value</u> <u>3/31/14</u>
Western Bank-				
3/31/2014	\$ 101,273.56	\$ 114.70	\$ -	\$ 101,388.26
9/30/2014	132,043.20	286.33	-	132,329.53
Total Western Bank	\$ 233,316.76	\$ 401.03	\$ -	\$ 233,717.79
Lone Star State Bank				
Maturity 9/30/2014	\$ 100,853.06	\$ 75.36	\$ -	\$ 100,928.42
Maturity 9/30/2014	131,799.17	162.20	-	131,961.37
Total Lone Star Bank	\$ 232,652.23	\$ 237.56	\$ -	\$ 232,889.79
BBVA Compass				
Money Market - 2521127867	\$ 4,517,552.44	\$ 1,534.89	\$ -	\$ 4,519,087.33
Total BBVA Compass	\$ 4,517,552.44	\$	\$ -	\$ 4,519,087.33
Total Investments	\$ 16,630,598.92	\$ 1,534.56	\$ (1,000,000.00)	\$ 15,633,668.37
BBVA Compass				
Operating Account Balance				\$ 8,122,103.01

**City of Big Spring
Monthly Interest Rates
Quarter Ending March 31, 2014**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Average</u>
TexPool Funds	0.0300%	0.0300%	0.0300%	0.0300%
TexSTAR Funds	0.0303%	0.0318%	0.0400%	0.0347%
Western Bank 6 month CD				0.4500%
12 month CD				0.6500%
Lone Star State Bank 6 month CD				0.2997%
12 month CD				0.4991%
BBVA Compass Money Market				0.2000%

Prepared by: _____
Donald Moore - Finance Director

Todd Darden - City Manager

May 14, 2014

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. Jim Purcell and Dr. John Myers, to the Colorado River Municipal Water District's Board of Directors will expire on May 31, 2014.

Mr. Purcell has served on the Board of Directors of CRMWD since June 12, 2002. He is currently serving as Board President, Chair of the Executive and Electric Power, member of the Operations Committee and as ex-officio member of the Administration and Audit Committee and Retirement Plan and Trust Committee.

Dr. Myers has served on the Board of Directors of CRMWD since January 6, 2011. He is currently serving as a member of the Administration and Audit 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, 2014, through May 31, 2016. The District's first regularly scheduled Board Meeting after May 31, 2014, will be Wednesday, August 13, 2014.

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 at 432-267-6341.

Sincerely,

A handwritten signature in black ink, appearing to read "John W. Grant". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

John W. Grant
General Manager

JWG/jap

cc: Mr. Jim Purcell
Dr. John Myers

**COLORADO RIVER MUNICIPAL WATER DISTRICT BOARD OF
DIRECTORS: Two Year Term – Expires 5-31**

Name	Appointed	Reappointed	Term Expires
Ray Kennedy	1-27-04	5-28-13	5-15
Jim Weaver	5-27-03	5-28-13	5-15
Jim Purcell	4-25-06	5-08-12	5-14
Dr. John Myers	12-14-10	5-08-12	5-14

CONVENTION & VISITORS BUREAU BOARD

(2) City Council Members - appointed by majority vote of Council – during term of office and reappointment following their reelection to their respective council seat.

City Manager Director of Finance

President Elect of the Big Spring Chamber of Commerce Board of Directors – During Term of Office. (every year)

Current Council Members:

Carmen Harbour	6-26-12	05-2015
Vacant		

City Manager: Todd Darden and Director of Finance: Don Moore

Big Spring Area Chamber of Commerce President Elect – Elected in January of each year:
Amy Jacobs Term Expires January, 2015

Two at large member appointed by majority vote of council – three year term

At large member: Three year term

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, April 15, 2014
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 5:20 p.m. Tuesday, April 15, 2014 in the offices of the Big Spring Economic Development Corporation with Mr. Avant, presiding. The following notice was sent on April 11, 2014 to all Directors, the news media, and duly posted on April 11, 2014, 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 15, 2014 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 18, 2014, Regular Meeting, Action on March Financials, Action on March Investment Reports, Discussion Leading EDG, Discussion/Action to approve BSEDC Policy and Procedures, Directors Report, Public Comment, Board Comment, and Adjourn".

Directors Present:

Mr. Jim DePauw
Mr. Don Avant-President
Mrs. Nati Saldivar

Directors Absent:

Mr. Scott MacKenzie-Secretary
Mrs. Frances Hobbs

Staff Present:

Mr. Terry Wegman
Mrs. Teresa Darden

Guests that signed in: Pat Simmons, Spencer and Janet Wolfe, Cotton Mize, Jimmy Newsom, Irene Newsom, Georgie Newsom, Tammy DePauw, Alex Huddleston, Eddilisa Saldivar, Maricela Rodriguez, Terry and Jan Hansen, Steve Smith, Thomas Hodges, Dale Avant, Bob Price, Dave Lee, Mike Murphy, Lyndal Moody, Robert Moore

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

Mr. Avant called the meeting to order at 5:20 p.m. Mr. Avant led the invocation and pledge.

ACTION ITEM #2- Action on Minutes of the March 18, 2014 Regular Board:

Mr. Avant presented the minutes of the March 18, 2014 Regular Meeting. Motion to accept the March 18, 2014 minutes as written was made by Mr. DePauw. Motion failed for lack of second.

A second motion to approve the minutes with item #10 being corrected with the Board Member being named as Mr. DePauw, seconded by Mr. Avant. The motion passed 2 to 1 with Mr. DePauw voting "nay" against the motion.

ACTION ITEM #3- Action on March Financials Report:

Mr. Wegman presented the March Financial report. Motion to approve the March Financial Report was made by Mr. DePauw seconded by Mrs. Saldivar. The motion passed 3 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #4- Action on March Investment Report:

Mr. Wegman presented the March Investment report. Motion to approve the March Investment Report was made by Mr. DePauw seconded by Mrs. Saldivar. The motion passed 3 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #5- Discussion: Leading EDG

Mrs. Saldivar requested the BSEDC help to promote Leading EDG.

AGENDA ITEM #6- Discussion/Action to approve BSEDC Policy and Procedures:

Motion by Mrs. Saldivar to pass on Policy and Procedures until next scheduled meeting, seconded by Mr. DePauw. The motion passed 3 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #9- Directors Report:

Mr. Wegman updated the Board that the lease agreement with Permian Industrial Center is still in progress. Prospect update included a pipe coating company wanting to locate at the Airpark. Meetings include the upcoming High Ground Board and Spring meeting. Mr. Wegman received unanimous approval from the Board to attend the meeting. The next EDC meeting will be May 20, 2014.

AGENDA ITEM #10- Public Comments

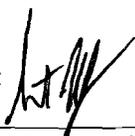
None

AGENDA ITEM # 11- Board Comments

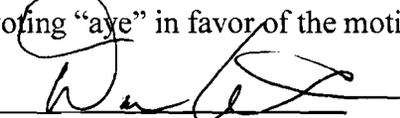
Mr. DePauw stated that groundbreaking for the Reliever Route will be April 25th. Mrs. Saldivar and Mr. Avant wished everyone a safe and happy Easter.

AGENDA ITEM # 12- Adjourn

Mr. DePauw made a motion to adjourn, seconded by Mrs. Saldivar. The motion passed 3 to 0 with all members present voting "aye" in favor of the motion. Meeting adjourned at 5:52 pm on April 15, 2014.

ATTEST: 

Mr. Scott MacKenzie, Secretary/Treasurer


Mr. Don Avant, President