



CITY COUNCIL AGENDA

Tuesday, July 8, 2014

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, July 8, 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.”**

Public Hearings & Announcements

2. **Public Hearing** – Consider Adopting Two (2) Components of the Big Spring Comprehensive Plan being (1) the North Sector Plan Generally Described as the Area North of the I-20 Freeway Extending from SH 350 West to Oil Mill Road, then Westward Along SH 176 to the Alignment of US 87 Reliever Route, then North Along the US 87 Reliever Route Alignment to the City of Big Spring’s Extraterritorial Jurisdiction (ETJ) Boundary to FM 669, then South Along FM Road 660 to SH 350 then Along SH 350 to I-20; and (2) the Airport Sector Plan Generally Described as the Area South of the I-20 Freeway, then West of the Current West City Limit Line, West of Air Base Road, Similer Drive and Wasson Road to the US 87 Reliever Route Alignment at US 87 then West and North Along the Alignment to I-20 Browning
3. **Announcement** - Keep Big Spring Beautiful – Gold Star Affiliate Womack

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| 4. | Announcement - Keep Texas Beautiful Youth and Educator Award – First United Methodist Church, Kids with Purpose as a 2 nd place Winner of the 2014 Sadie Ray Graff Educator and Educational Award | | Womack |
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Disposition of Minutes

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| 5. | Approval of the Minutes of the Regular Meeting of June 24, 2014 | 5-9 | Davis |
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Consent Items

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| 6. | Final Reading of an Ordinance Approving a Replat of Government Heights to Bauer Addition, Lots 4-9, Block 35, and Part of an Abandoned Alley, an Addition to the City of Big Spring, Howard County, Being 1.102 Acres Located West of US Hwy 87 (Gregg Street) and South of 10 th Street | 10-11 | Browning |
| 7. | Final Reading of an Ordinance Amending Ordinance Number 029-2013 Which Adopted the Annual Budget for the Fiscal Year Beginning October 1, 2013 and Ending September 30, 2014 to Move Funds from the General Fund and Create New Enterprise Funds for the Landfill and Sanitation Departments for the Purpose of Tracking Revenues and Expenses | 12-19 | Moore |
| 8. | Acceptance of the McMahon-Wrinkle Airport and Industrial Park Development Board Minutes for the Meeting of May 22, 2014 | 20-22 | Darden |

Routine Business

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| 9. | Vouchers for 07/03/14 \$ 1,045,977.40 | | Harbor |
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New Business

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| 10. | First Reading of an Ordinance Adopting Two Components of the City of Big Spring Comprehensive Plan Referred to Herein as the North Sector and the Airport Sector; Providing Land Use and Thoroughfare Plans in Those Sectors within the Current City Limits and within the City's Extraterritorial Jurisdiction (ETJ) as Defined by Section 42.021 of the Texas Local Government Code, Defining the General Boundaries of the Sectors; Providing for Severability; Providing for Publication; and Providing an Effective Date | 23-26 | Browning |
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| 11. | First Reading of a Resolution Designating an Investment Officer to be Responsible for the Investment of Funds and Providing an Effective Date | 27-28 | Moore |
| 12. | Emergency Reading of an Ordinance Amending Chapter Sixteen of the Code of Ordinances Entitled “Public Utilities” by Repealing Section 16-5 Entitled “Utility Connections Outside the Corporate Limits” and Amending Section 16-20 Entitled “Water Connections,” Subsection (E) by Prohibiting Any New Connections Outside the Corporate Limits; Amending Subsection (F) to Reinforce the Prohibition on Units Added on Existing Meters or Accounts; Providing for Severability; Providing an Effective Date; Providing for Publication | 29-30 | Womack |
| 13. | Discussion and Consideration of Methods to Provide Concessions Including Beer and Wine at the City Golf Course, Authorizing the Staff to Request Proposals or to Apply for Necessary Licenses and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | | Womack |
| 14. | Consideration and Approval of an Agreement with the Big Spring Independent School District, Howard County Junior College, Forsan Independent School District, Coahoma Independent School District and Howard County for the Assessment and Collection of Taxes and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | 31-39 | Moore |
| 15. | Consideration and Approval of an Interlocal Agreement with Howard County for Emergency Ambulance Service and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | 40-42 | Ferguson |
| 16. | Consideration and Approval of an Amendment to the Lease Agreement with Sprint for Equipment Located on a City Water Tower and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | 43-49 | Sjogren |

City Manager’s Report

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| 17. | Keep Texas Beautiful | | Darden |
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Council Input

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| 18. | Input | | |
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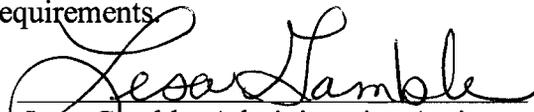
Executive Session

- 19. Attorney's Update on Pending Claims and Litigation – If Necessary, the Council will Adjourn into Executive Session in Accordance with Texas Government Code Section 551.071(1)(A) to Consult with the City Attorney McLellan

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

- 21. 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 Thursday, July 3, 2014 at 4:00p.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

July _____, 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., June 24, 2014, with the following members present:

LARRY McLELLAN	Mayor
RAUL J. MARQUEZ	Councilmember
CARMEN HARBOUR	Councilmember
JUSTIN MYERS	Councilmember
BOBBY McDONALD	Councilmember
MARVIN BOYD	Councilmember

(Mayor Pro Tem Benavides was not present at this meeting.)

Same and constituting a quorum; and

TODD DARDEN	City Manager
LINDA SJOGREN	City Attorney
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
JIM LITTLE	Airpark Director
DON MOORE	Finance Director/ City Secretary
TIM GREEN	Municipal Court Judge

INVOCATION & PLEDGE OF ALLEGIANCE

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

PRESENTATIONS & PUBLIC HEARINGS

PUBLIC HEARING – REGARDING A REPLAT OF LOTS 4-9, BLOCK 35, AND PART OF AN ABANDONED ALLEY OF GOVERNMENT HEIGHTS TO BAUER ADDITION, BEING 1.102 ACRES LOCATED WEST OF US HWY 87 (GREGG STREET) AND SOUTH OF NORTH 10TH STREET. ZONED: LIGHT COMMERCIAL. APPLICANT: KISTENMACHER ENGINEERING GROUP

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

Councilmember Boyd, seconded by Councilmember Harbour, with all members of the Council voting “aye” to close the above captioned public hearing.

DISPOSITION OF MINUTES

APPROVAL OF MINUTES OF THE JOINT SPECIAL MEETING OF THE PLANNING AND ZONING COMMISSION AND THE CITY COUNCIL HELD ON JUNE 3, 2014 AND OF THE REGULAR MEETING OF THE CITY COUNCIL HELD ON JUNE 10, 2014

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

CONSENT ITEMS

FINAL READING OF A RESOLUTION AUTHORIZING THE AUCTION OF HOWARD COUNTY TRUSTEE PROPERTIES TO THE HIGHEST BIDDER FOR CASH, WITHOUT RESERVATION; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember McDonald, seconded by Councilmember Boyd, with all members of the Council voting “aye” approving the second and final reading of the above listed resolution.

BIDS

AWARD THE BID FOR MISCELLANEOUS CONCRETE SERVICES AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Harbour, seconded by Councilmember Myers, with all members of the Council voting “aye” awarding the bid to DG Construction in the amount of \$89,301.50 for the above captioned services.

AWARD THE BID FOR BANK DEPOSITORY SERVICES AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember McDonald, seconded by Councilmember Boyd, with all members of the Council voting “aye” awarding the bid to BBVA Compass Bank for Bank Depository Services.

ROUTINE BUSINESS

Councilmember Marquez reviewed the vouchers. Motion was made by Councilmember Marquez, seconded by Councilmember McDonald, with all members of the Council voting “aye” approving vouchers in the amount of \$1,323,189.89 (06/12/14) and \$307,953.22 (06/19/14).

NEW BUSINESS

FIRST READING OF AN ORDINANCE APPROVING A REPLAT OF GOVERNMENT HEIGHTS TO BAUER ADDITION, LOTS 4-9, BLOCK 35, AND PART OF AN ABANDONED ALLEY, AN ADDITION TO THE CITY OF BIG SPRING, HOWARD COUNTY, BEING 1.102 ACRES LOCATED WEST OF US HWY 87 (GREGG STREET) AND SOUTH OF 10TH STREET

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

FIRST READING OF A RESOLUTION DESIGNATING THE NOMINEE FOR THE POSITION OF DIRECTOR, VACATED BY DALE HUMPHREYS, ON THE BOARD OF DIRECTORS OF THE HOWARD COUNTY JOINT TAX APPRAISAL DISTRICT FOR THE YEARS OF 2015 AND 2016

No Councilmember made a nomination so this item was not considered.

FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NUMBER 029-2013 WHICH ADOPTED THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014 TO MOVE FUNDS FROM THE GENERAL FUND AND CREATE NEW ENTERPRISE FUNDS FOR THE LANDFILL AND SANITATION DEPARTMENTS FOR THE PURPOSE OF TRACKING REVENUES AND EXPENSES

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

CONSIDERATION AND APPROVAL OF A PROPOSED VACATE AND ABANDONMENT OF AN UNUSED 20' UTILITY EASEMENT BEGINNING AT A MANHOLE LOCATED AT LATITUDE 32.228164 LONGITUDE-101.470096 AND ENDING AT A MANHOLE LOCATED AT LATITUDE 32.228500 LONGITUDE-101.469267 LOCATED WITHIN SECTION 7, BLOCK 32, TOWNSHIP 1 SOUTH OF THE T&p RR CO. SURVEY, BIG SPRING, HOWARD COUNTY, TEXAS

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

APPROVAL OF AN AGREEMENT WITH BOLER EQUIPMENT SERVICES, INC. FOR UTILITY SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS

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

APPROVAL OF THE SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY AND NEW CINGULAR WIRELESS PCS, LLC FOR ANTENNA SPACE ON A CITY WATER TOWER AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Boyd, seconded by Councilmember Harbour, with all members of the Council voting “aye” approving the above captioned amendment to a lease agreement.

APPROVAL AND ACCEPTANCE OF THE MINUTES OF THE MEETING OF THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION HELD ON MAY 20, 2014

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

APPOINTMENT TO THE MCMAHON/WRINKLE AIRPARK DEVELOPMENT BOARD

Terry Hansen, Rodney Patridge, and Roy Taylor presented resumes to be considered. Terry Hansen was appointed to the McMahon/Wrinkle Airpark Development Board by ballots of the City Council.

CITY MANAGER’S REPORT

Mr. Darden reported that staff is working to resolve issues regarding water taps and water revenues being down by addressing meter and billing errors that need to be corrected and continuing efforts to find and prosecute the theft of water through the use of jumpers.

COUNCIL INPUT

BUDGET PRIORITIES

The City Councilmembers voiced their priorities for the 2014/2015 budget as follows:

All members expressed that infrastructure (water line replacement, streets, landfill) and general maintenance (ballparks, medians) were a top priority.

Mayor McLellan also stated he would like to see more employee recruitment and benefit incentives, grants for home construction and more focus on keeping Big Spring beautiful.

Councilmember McDonald would like to include tree planting in the commercial landscaping portion of the City development code.

Councilmember Marquez stated he would like to see more attractions for our younger citizens.

ADJOURN

Mayor McLellan adjourned the meeting at 6:50 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, APPROVING A REPLAT OF GOVERNMENT HEIGHTS TO BAUER ADDITION, LOTS 4-9, BLOCK 35 AND PART OF AN ABANDONED ALLEY, AN ADDITION TO THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS, BEING APPROXIMATELY 1.102 ACRES LOCATED WEST OF US HWY 87 (GREGG STREET) AND SOUTH OF 10TH STREET, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission has given its final approval of the replat of Government Heights to Bauer Addition, Lots 4-9, Block 35, and part of an abandoned alley, an addition to the City of Big Spring, Howard County, Texas; and

WHEREAS, a public hearing was held by the City Council on June 24th, 2014;

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

SECTION 1. The replat of Government Heights to Bauer Addition, Lots 4-9, Block 35, and part of an abandoned alley, an addition to the City of Big Spring, Howard County, Texas is hereby approved by said City Council.

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

SECTION 3. This ordinance shall take effect immediately from and after its 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 the first reading at a regular meeting of the City Council on the 24th day of June, 2014, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on the first reading at a regular meeting of the City Council on the 8th day of July, 2014, with all members present voting "aye" for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING 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 MOVE FUNDS FROM THE GENERAL FUND AND CREATE NEW ENTERPRISE FUNDS FOR LANDFILL AND SANITATION DEPARTMENTS IN ORDER TO TRACK REVENUES AND EXPENSES OF THESE DEPARTMENTS; 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;

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

SECTION 1. Enacted.

THAT a new Enterprise Fund is added to the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2013 and ending September 30, 2014 by moving the amount of \$11,025,923 from the General Fund and creating new account numbers for the Sanitation and Landfill Departments (See Attachment A for department breakdowns) in order to track revenues and expenses. The funds shall also include a \$88,368 transfer budget amendment to record the transfer of the City's and County's payment to the closure account for 2013-14 fiscal year.

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 24th day of June, 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 8th day of July, 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

ATTACHMENT A

**City of Big Spring,
TX**

**Landfill (440) and Sanitation (445) funds Budget
Fiscal year 2013-2014**

Fund 445 - Sanitation

Operating Revenues

<i>Account in use</i>	<i>Proposed Account</i>		
002-4301	445-4301	REFUSE COLLECTION SERVICE	3,075,000.00
Sanitation (445) total operating revenues			3,075,000.00

Operating Expenses

002-025-330-5010	445-025-330-5010	SALARIES	286,850.00
002-025-330-5022	445-025-330-5022	VACATION BUY BACK	975.00
002-025-330-5035	445-025-330-5035	OVERTIME	40,000.00
002-025-330-5045	445-025-330-5045	LONGEVITY	957.00
002-025-330-5050	445-025-330-5050	RETIREMENT	43,868.00
002-025-330-5060	445-025-330-5060	GROUP INSURANCE	36,923.00
002-025-330-5065	445-025-330-5065	WORKERS' COMPENSATION	14,146.00
002-025-330-5070	445-025-330-5070	RETIREMENT-DEFERRED COMP	13,710.00
002-025-330-5075	445-025-330-5075	LIFE & DISABILITY INSURANCE	5,449.00
002-025-330-5080	445-025-330-5080	MEDICARE	3,608.00
002-025-330-5085	445-025-330-5085	UNEMPLOYMENT TAXES	63.00
002-025-330-5114	445-025-330-5114	WEARING APPAREL	2,500.00
002-025-330-5116	445-025-330-5116	GASOLINE, OIL & GREASE	160,000.00
002-025-330-5117	445-025-330-5117	MINOR APPARATUS	2,700.00
002-025-330-5118	445-025-330-5118	JANITORIAL SUPPLIES	150.00
002-025-330-5120	445-025-330-5120	MEDICAL & SURGICAL SUPPLIES	100.00
002-025-330-5123	445-025-330-5123	OTHER SUPPLIES	200,000.00
002-025-330-5311	445-025-330-5311	MAINTENANCE OF BUILDINGS	500.00
002-025-330-5412	445-025-330-5412	VEHICLE MAINTENANCE	220,000.00
002-025-330-5413	445-025-330-5413	FIRE APPARATUS	200.00
002-025-330-5415	445-025-330-5415	MAINTENANCE OF RADIOS	200.00
002-025-330-5416	445-025-330-5416	MAINT. SANITATION CONTAINERS	18,000.00
002-025-330-5422	445-025-330-5422	MAINT HEATING & COOLING SYSTEM	250.00
002-025-330-5425	445-025-330-5425	MAINT. MACHINERY, TOOLS, PUMPS	250.00
002-025-330-5511	445-025-330-5511	COMMUNICATIONS	2,000.00
002-025-330-5520	445-025-330-5520	INSURANCE	13,000.00
002-025-330-5521	445-025-330-5521	SPECIAL SERVICES	100,000.00
002-025-330-5535	445-025-330-5535	RENTS	4,400.00

002-025-330-5550	445-025-330-5550	ELECTRICITY	2,100.00
002-025-330-5616	445-025-330-5616	JUDGEMENTS & DAMAGES	10,000.00
002-025-330-5643	445-025-330-5643	BAD DEBT EXPENSE	25,000.00
002-025-330-6404	445-025-330-6404	HEAVY EQUIPMENT	460,000.00
New account*	445-025-330-5129	LANDFILL EXPENSE	0.00
Sanitation (445) total operating expenses			1,667,899.00

Fund 440 - Landfill

Operating Revenues

<i>Account in use</i>	<i>Proposed Account</i>		
002-4116	440-4116	DUMP GROUND PERMITS	3,000.00
		HOWARD COUNTY-LANDFILL	54,500.00
002-4205	440-4205	OPERATIONS	
002-4205-01	440-4205-01	HOWARD COUNTY-LANDFILL CLOSURE	22,092.00
002-4205-03	440-4205-03	HOWARD COUNTY-EMERGENCY MNGT	1,500.00
002-4205-04	440-4205-04	HOWARD COUNTY-STATE PARK	10,000.00
002-4304	440-4304	COMMERCIAL TIPPING FEES	270,000.00
002-4356	440-4356	LANDFILL ENVIRONMENTAL FEES	140,000.00
002-4614	440-4614	INTEREST INC-LANDFILL CLOSURE	2,000.00
New account*	440-4303	LANDFILL REVENUE FROM SANITATION	0.00
Landfill (440) total operating revenues			503,092.00

Operating Expenses

002-025-350-5010	440-025-350-5010	SALARIES	216,758.00
002-025-350-5022	440-025-350-5022	VACATION BUY BACK	3,200.00
002-025-350-5035	440-025-350-5035	OVERTIME	18,000.00
002-025-350-5045	440-025-350-5045	LONGEVITY	8,406.00
002-025-350-5050	440-025-350-5050	RETIREMENT	51,343.00
002-025-350-5055	440-025-350-5055	STANDBY PAY	1,950.00
002-025-350-5060	440-025-350-5060	GROUP INSURANCE	45,600.00
002-025-350-5065	440-025-350-5065	WORKERS' COMPENSATION	22,937.00
002-025-350-5070	440-025-350-5070	RETIREMENT-DEFERRED COMP	16,047.00
002-025-350-5075	440-025-350-5075	LIFE & DISABILITY INSURANCE	6,378.00
002-025-350-5080	440-025-350-5080	MEDICARE	3,529.00
002-025-350-5085	440-025-350-5085	UNEMPLOYMENT TAXES	72.00
002-025-350-5110	440-025-350-5110	OFFICE SUPPLIES	2,500.00
002-025-350-5112	440-025-350-5112	FOOD SUPPLIES	300.00
002-025-350-5114	440-025-350-5114	WEARING APPAREL	2,700.00
002-025-350-5116	440-025-350-5116	GASOLINE, OIL & GREASE	70,000.00
002-025-350-5117	440-025-350-5117	MINOR APPARATUS	2,000.00
002-025-350-5118	440-025-350-5118	JANITORIAL SUPPLIES	1,000.00
002-025-350-5119	440-025-350-5119	CHEMICALS	300.00
002-025-350-5120	440-025-350-5120	MEDICAL & SURGICAL	100.00
002-025-350-5123	440-025-350-5123	OTHER SUPPLIES	400.00

002-025-350-5124	440-025-350-5124	POSTAGE	40.00
002-025-350-5128	440-025-350-5128	UTILITIES	1,500.00
002-025-350-5311	440-025-350-5311	MAINTENANCE OF BUILDINGS	600.00
002-025-350-5412	440-025-350-5412	VEHICLE MAINTENANCE	50,000.00
002-025-350-5413	440-025-350-5413	FIRE APPARATUS	200.00
002-025-350-5422	440-025-350-5422	MAINT. HEATING & COOLING SYST	250.00
002-025-350-5425	440-025-350-5425	MAINT. MACHINERY, TOOLS, PUMPS	300.00
002-025-350-5511	440-025-350-5511	COMMUNICATIONS	2,200.00
002-025-350-5520	440-025-350-5520	INSURANCE	5,500.00
002-025-350-5521	440-025-350-5521	SPECIAL SERVICES	70,000.00
002-025-350-5521-05	440-025-350-5521-05	SPECIAL SERVICES-ENGINEERING	50,000.00
002-025-350-5521-14	440-025-350-5521-14	SPECIAL SERVICES-TCEQ	60,000.00
002-025-350-5530	440-025-350-5530	TRAVEL EXPENSE	600.00
002-025-350-5541	440-025-350-5541	PERMITS,LICENSES,TESTING FEES	400.00
002-025-350-5550	440-025-350-5550	ELECTRICITY	1,300.00
002-025-350-5555	440-025-350-5555	EDUCATION AND TRAINING	100.00
002-025-350-6226	440-025-350-6226	MISCELLANEOUS STRUCTURES	2,650,000.00
002-025-350-6226-01	440-025-350-6226-01	OTHER STRUCT-NEW LANDFILL	750,000.00
002-025-350-6401	440-025-350-6401	MOTOR VEHICLES	30,000.00
Landfill (440) total operating expenses			4,146,510.00

NEW ACCOUNTS

New accounts were created in the current year to record the cost and revenue of landfill operation services rendered to Sanitation fund. The calculation is derived from tonnage processed, and would be posted monthly. As of March, 2014, costs were estimated at \$78,755.60.

City of Big Spring, TX

**Landfill (440) and Sanitation (445) funds Budget
Fiscal year 2013-2014**

Fund 445 - Sanitation

Operating Revenues

<i>Account in use</i>	<i>Proposed Account</i>		
002-4301	445-4301	REFUSE COLLECTION SERVICE	3,075,000
Sanitation (445) total operating revenues			3,075,000

Operating Expenses

002-025-330-5010	445-025-330-5010	SALARIES	286,850
002-025-330-5022	445-025-330-5022	VACATION BUY BACK	975
002-025-330-5035	445-025-330-5035	OVERTIME	40,000
002-025-330-5045	445-025-330-5045	LONGEVITY	957
002-025-330-5050	445-025-330-5050	RETIREMENT	43,868
002-025-330-5060	445-025-330-5060	GROUP INSURANCE	36,923
002-025-330-5065	445-025-330-5065	WORKERS' COMPENSATION	14,146
002-025-330-5070	445-025-330-5070	RETIREMENT-DEFERRED COMP	13,710
002-025-330-5075	445-025-330-5075	LIFE & DISABILITY INSURANCE	5,449
002-025-330-5080	445-025-330-5080	MEDICARE	3,608
002-025-330-5085	445-025-330-5085	UNEMPLOYMENT TAXES	63
002-025-330-5114	445-025-330-5114	WEARING APPAREL	2,500
002-025-330-5116	445-025-330-5116	GASOLINE, OIL & GREASE	160,000
002-025-330-5117	445-025-330-5117	MINOR APPARATUS	2,700
002-025-330-5118	445-025-330-5118	JANITORIAL SUPPLIES	150
002-025-330-5120	445-025-330-5120	MEDICAL & SURGICAL SUPPLIES	100
002-025-330-5123	445-025-330-5123	OTHER SUPPLIES	200,000
002-025-330-5311	445-025-330-5311	MAINTENANCE OF BUILDINGS	500
002-025-330-5412	445-025-330-5412	VEHICLE MAINTENANCE	220,000
002-025-330-5413	445-025-330-5413	FIRE APPARATUS	200
002-025-330-5415	445-025-330-5415	MAINTENANCE OF RADIOS	200
002-025-330-5416	445-025-330-5416	MAINT. SANITATION CONTAINERS	18,000
002-025-330-5422	445-025-330-5422	MAINT HEATING & COOLING SYSTEM	250
002-025-330-5425	445-025-330-5425	MAINT. MACHINERY, TOOLS, PUMPS	250
002-025-330-5511	445-025-330-5511	COMMUNICATIONS	2,000
002-025-330-5520	445-025-330-5520	INSURANCE	13,000
002-025-330-5521	445-025-330-5521	SPECIAL SERVICES	100,000
002-025-330-5535	445-025-330-5535	RENTS	4,400
002-025-330-5550	445-025-330-5550	ELECTRICITY	2,100
002-025-330-5616	445-025-330-5616	JUDGEMENTS & DAMAGES	10,000
002-025-330-5643	445-025-330-5643	BAD DEBT EXPENSE	25,000
002-025-330-6404	445-025-330-6404	HEAVY EQUIPMENT	460,000
New account*	445-025-330-5129	LANDFILL EXPENSE	816,711
Sanitation (445) total operating expenses			2,484,610

City of Big Spring, TX

Landfill (440) and Sanitation (445) funds Budget Fiscal year 2013-2014

Fund 440 - Landfill

Operating Revenues

<i>Account in use</i>	<i>Proposed Account</i>		
002-4116	440-4116	DUMP GROUND PERMITS	3,000
002-4205	440-4205	HOWARD COUNTY-LANDFILL OPERATIONS	54,500
002-4205-01	440-4205-01	HOWARD COUNTY-LANDFILL CLOSURE	22,092
002-4205-03	440-4205-03	HOWARD COUNTY-EMERGENCY MNGT	1,500
002-4205-04	440-4205-04	HOWARD COUNTY-STATE PARK	10,000
002-4304	440-4304	COMMERCIAL TIPPING FEES	270,000
002-4356	440-4356	LANDFILL ENVIRONMENTAL FEES	140,000
002-4614	440-4614	INTEREST INC-LANDFILL CLOSURE	2,000
<i>New account*</i>	440-4303	LANDFILL REVENUE FROM SANITATION	816,711
Landfill (440) total operating revenues			1,319,803

Operating Expenses

002-025-350-5010	440-025-350-5010	SALARIES	216,758
002-025-350-5022	440-025-350-5022	VACATION BUY BACK	3,200
002-025-350-5035	440-025-350-5035	OVERTIME	18,000
002-025-350-5045	440-025-350-5045	LONGEVITY	8,406
002-025-350-5050	440-025-350-5050	RETIREMENT	51,343
002-025-350-5055	440-025-350-5055	STANDBY PAY	1,950
002-025-350-5060	440-025-350-5060	GROUP INSURANCE	45,600
002-025-350-5065	440-025-350-5065	WORKERS' COMPENSATION	22,937
002-025-350-5070	440-025-350-5070	RETIREMENT-DEFERRED COMP	16,047
002-025-350-5075	440-025-350-5075	LIFE & DISABILITY INSURANCE	6,378
002-025-350-5080	440-025-350-5080	MEDICARE	3,529
002-025-350-5085	440-025-350-5085	UNEMPLOYMENT TAXES	72
002-025-350-5110	440-025-350-5110	OFFICE SUPPLIES	2,500
002-025-350-5112	440-025-350-5112	FOOD SUPPLIES	300
002-025-350-5114	440-025-350-5114	WEARING APPAREL	2,700
002-025-350-5116	440-025-350-5116	GASOLINE, OIL & GREASE	70,000
002-025-350-5117	440-025-350-5117	MINOR APPARATUS	2,000
002-025-350-5118	440-025-350-5118	JANITORIAL SUPPLIES	1,000
002-025-350-5119	440-025-350-5119	CHEMICALS	300
002-025-350-5120	440-025-350-5120	MEDICAL & SURGICAL	100
002-025-350-5123	440-025-350-5123	OTHER SUPPLIES	400
002-025-350-5124	440-025-350-5124	POSTAGE	40
002-025-350-5128	440-025-350-5128	UTILITIES	1,500
002-025-350-5311	440-025-350-5311	MAINTENANCE OF BUILDINGS	600
002-025-350-5412	440-025-350-5412	VEHICLE MAINTENANCE	50,000
002-025-350-5413	440-025-350-5413	FIRE APPARATUS	200
002-025-350-5422	440-025-350-5422	MAINT. HEATING & COOLING SYST	250
002-025-350-5425	440-025-350-5425	MAINT. MACHINERY, TOOLS, PUMPS	300
002-025-350-5511	440-025-350-5511	COMMUNICATIONS	2,200

City of Big Spring, TX

**Landfill (440) and Sanitation (445) funds Budget
Fiscal year 2013-2014**

002-025-350-5520	440-025-350-5520	INSURANCE	5,500
002-025-350-5521	440-025-350-5521	SPECIAL SERVICES	70,000
002-025-350-5521-05	440-025-350-5521-05	SPECIAL SERVICES-ENGINEERING	50,000
002-025-350-5521-14	440-025-350-5521-14	SPECIAL SERVICES-TCEQ	60,000
002-025-350-5530	440-025-350-5530	TRAVEL EXPENSE	600
002-025-350-5541	440-025-350-5541	PERMITS,LICENSES,TESTING FEES	400
002-025-350-5550	440-025-350-5550	ELECTRICITY	1,300
002-025-350-5555	440-025-350-5555	EDUCATION AND TRAINING	100
002-025-350-6226	440-025-350-6226	MISCELLANEOUS STRUCTURES	2,650,000
002-025-350-6226-01	440-025-350-6226-01	OTHER STRUCT-NEW LANDFILL	750,000
002-025-350-6401	440-025-350-6401	MOTOR VEHICLES	30,000
Landfill (440) total operating expenses			4,146,510

Total Budget Amendment of moving general fund budget to new enterprise funds 11,025,923

NEW ACCOUNTS

New accounts were created in the current year to record the cost and revenue of landfill operation services rendered to Sanitation fund. The calculation is derived from tonnage processed, and will be posted monthly.

Landfill Transfer Accounts

The City and the County each pay \$22,092.00 each year into the Landfill Closure balance. Since the County already paid for 2013-14 and it was put into the General Fund so an account and budget amount is needed to transfer this to the Landfill Closure Cash Account in the new Landfill fund 440.

440-4810	TRANS FROM G.F.	44,184
002-080-000-5821	TRANSFER TO LANDFILL	44,184

Total Transfer Budget Amendment 88,368

City of Big Spring
Big Spring McMahon-Wrinkle Airport and Industrial Park
Development Board Meeting Minutes
May 22, 2014

The Big Spring Airport and Industrial Park Development Board met in Special Session at 5:30 p.m., on Thursday, May 22, 2014 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Phillip Welch called the meeting to order at 5:34 p.m. with the following members in attendance:

Phillip Welch, Chairman
Wayne Dawson, Safety Officer
Ned Crandall

Paschal Odom, Vice Chair
Willie Rangel
Jane Armstrong

Also in attendance: Jim Little, Airport Director
Terry Wegman, Big Spring EDC

Karen Reagan, Director's Assistant
Orville Spradling

Item # 1

Call to Order

Phillip Welch called the meeting to order at 5:34 p.m.

Item # 2

Review and approve minutes from April 17, 2014 meeting

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

Item # 3

Big Spring Economic Development Corporation Update

Terry Wegman announced that the EDC Board approved infrastructure improvements for the northwestern quadrant of Interstate 20 and HWY 87. The EDC Board also approved money to go towards rail expansion on the Airport and Industrial Park. The action would be presented to City Council members Tuesday with surveyors coming in next week.

Item # 4

Rail Yard Development Activity

Jim stated that there would be a full presentation of the rail development occurring in the Airport and Industrial Park area at next month's board meeting. The airport board then discussed the possible changes and location of future rail expansion.

Item # 5

T-Hangar Project, Status

Jim declared that the project is going well. Everything has been agreed upon with the plans being approved and the ability to go out for bids. The board then discussed the design plan of the bi-fold doors and other items pertaining to the T-hangars.

Item # 6

Comprehensive Master Plan

Jim mentioned that Freese and Nichols have been working on a land use plan for on and around the airport. They are also looking at the recommended zoning.

Item # 7

Airport Terminal Apron Upgrade Project, Status

Jim stated the project was almost complete. Currently, he confirmed that there is a "punch list" of items that need to be corrected such as shallow spots where water is pooling on the asphalt and concrete.

Item # 8

Airport Fuel Tank Farm Project, Status

Jim declared that the main things lacking are electricity and telephone service. A few poles will need to be added to reach the fuel farm. The final of electrical line will be underground.

Item # 8

Leased Building Issues

Jim mentioned that the roof of one bunker is still in need of repair. The roofing company that gave a warranty for the work has had various challenges such as wind and rain that are slowing this effort. For the John Crane building, he said that we are looking into getting guards on the skylights to accommodate OSHA guidelines. On the Western Container building, the flexible joint between the two buildings needs to be replaced. We have gotten one bid but will need to go out for more.

Item # 9

Airport Director's Update

For Airpark vacancies, Jim stated that he expects the city council to select an individual and to have a new Airport Board Representative by the next board meeting. He confirmed that the Airpark Manager position was being filled by Michael Cahill who would begin work Tuesday. Jim announced that our maintenance worker, Lonnie Chavez, was retiring May 23rd and that there were plans to hire someone for his place. The contract for oil and gas drilling on the airport is set with an expected payment next week. Jim stated that the Truck Reliever Route Ground Breaking Ceremony went extremely well. He said that it was a very nice ceremony and that he was delighted to have it at the Hangar 25 Air Museum. Jim reported that construction on the overpass spanning I-20 for the Truck Reliever Route has begun. Jim stated that the contract has been signed for the demolition of the Parachute Building, there have been bids, and it is in the hands of people who have done the demolition work before. Jim also reported that the New Airport Master Plan is a work in progress. Finally, Jim announced the addition of a Hertz Rental Car Company located at the Crossroads Collision Center in Big Spring, TX.

Item # 10

Airport Safety Committee Report

Wayne advised that the Pilot Safety Meeting would be this evening.

Item # 11

Other Events & Activities

The board discussed the 9th Annual Breakfast Fly-In and the possibility of having static displays. There will also be a meeting on Friday, June 6th at 10:00 to prepare for Saturday.

Item # 12

Board Member Updates

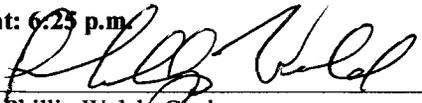
There were no updates at this time.

Item # 13

Next Meeting Date

June 19, 2014

Adjournment: 6:25 p.m.


Approved by Phillip Welch, Chairman

6-19-14
Date

**McMahon-Wrinkle Airport & Industrial Park
Development Board Meeting
May 22, 2014**

Notice is hereby given that the McMahon-Wrinkle Airport & Industrial Park Development Board of the City of Big Spring, Texas, will meet in Special Session on Thursday, May 22, 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 April 17, 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. Leased Building Issues
- H. Airport Director Update
- I. Airport Safety Committee Report
- J. Prairie Dog Fly-In
- K. Other Events and Activities

Section IV

- A. Board Member Updates
- B. Next Meeting Date: June 19, 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, May 19, 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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING ADOPTING TWO COMPONENTS OF THE CITY OF BIG SPRING COMPREHENSIVE PLAN REFERRED TO HEREIN AS THE NORTH SECTOR AND THE AIRPORT SECTOR; PROVIDING LAND USE AND THOROUGHFARE PLANS IN THOSE SECTORS WITHIN THE CURRENT CITY LIMITS AND WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION (ETJ) AS DEFINED BY SECTION 42.021 OF THE, TEXAS LOCAL GOVERNMENT CODE, DEFINING THE GENERAL BOUNDARIES OF THE SECTORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring has a long history of promoting the orderly growth, development and redevelopment of the city consistent with the vision, values, goals and objectives established by the community, and

WHEREAS, as part of the City's Comprehensive Plan, currently underway, the City Council finds that the land use currently in effect in the areas described herein as the North Sector and Airport Sector do not adequately address the land use and transportation needs that would be in the best interest of the citizens of the city;

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

SECTION 1. The "North Sector Plan" generally described as the area north of the I-20 freeway extending from SH 350 west to Oil Mill Road, then westward along SH 176 to the alignment of US 87 Reliever Route, then north along the US 87 Reliever Route alignment to the City of Big Spring's extraterritorial jurisdiction (ETJ) boundary to FM Road 669, then south along FM Road 669 to SH 350 then south along SH 350 to I-20, as depicted in Exhibit A, shall constitute a land use and thoroughfare plan for said area.

SECTION 2. The "Airport Sector Plan" generally described as the area south of I-20 freeway, then west of the current west City Limit line, west of Air Base Road, Similer Drive and Wasson Road to the US 87 Reliever Route alignment at US 87 then west and north along the alignment to I-20, and shown on Exhibit B, shall constitute a land use and thoroughfare plan for said area.

SECTION 3. Should any provision of this ordinance, or its application to any person, entity, or circumstance be for any reason held invalid, the remainder of the Ordinance, or the application of the provision to other persons, entities, or circumstances, shall not be affected.

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, of this ordinance to be published as provided by law.

SECTION 6. 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 **8th day of July, 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 **24th day of July, 2014**, with all members voting “aye” for the passage of same.

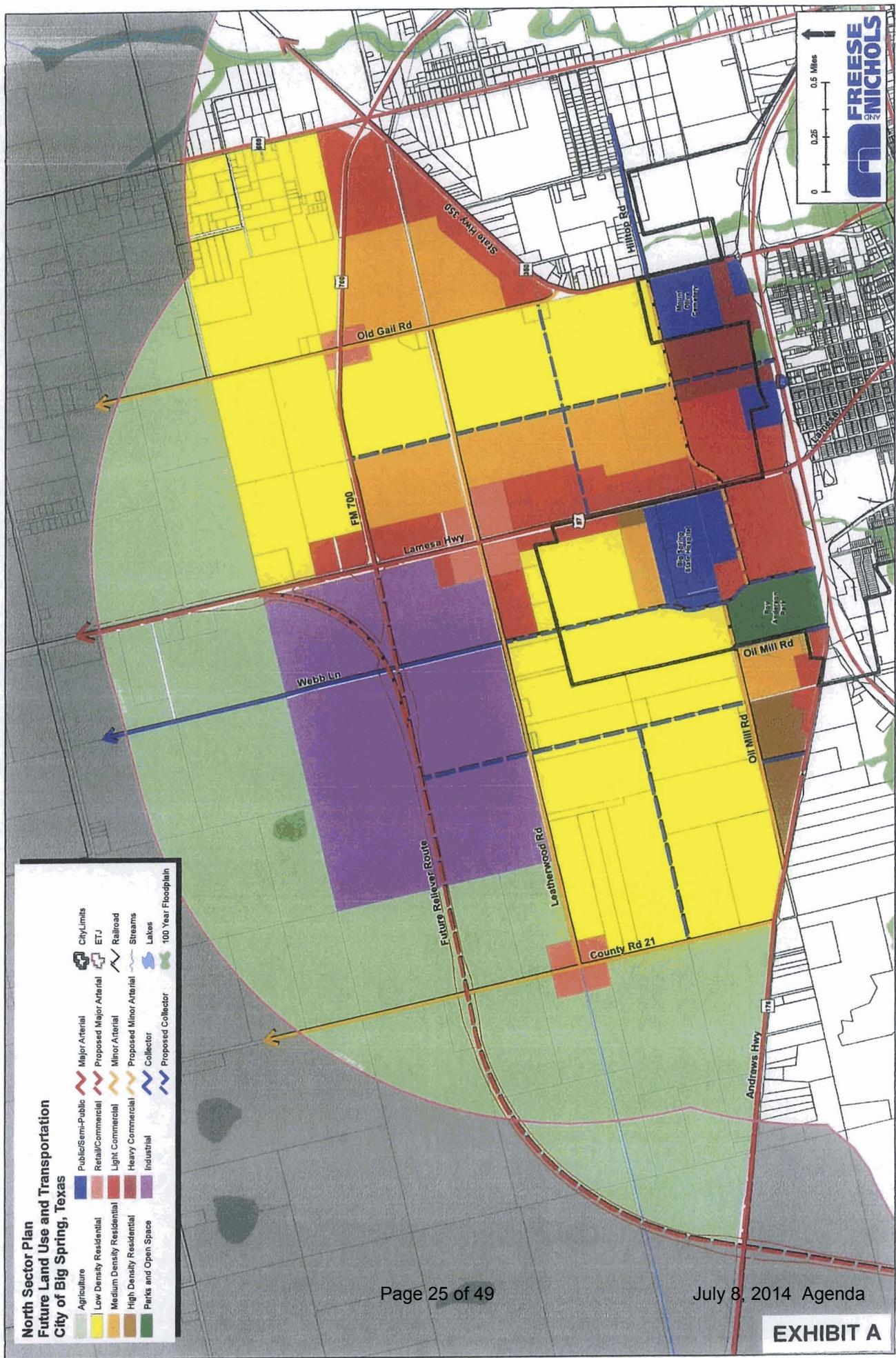
Larry McLellan, Mayor

Attest:

Tami Davis, City Secretary

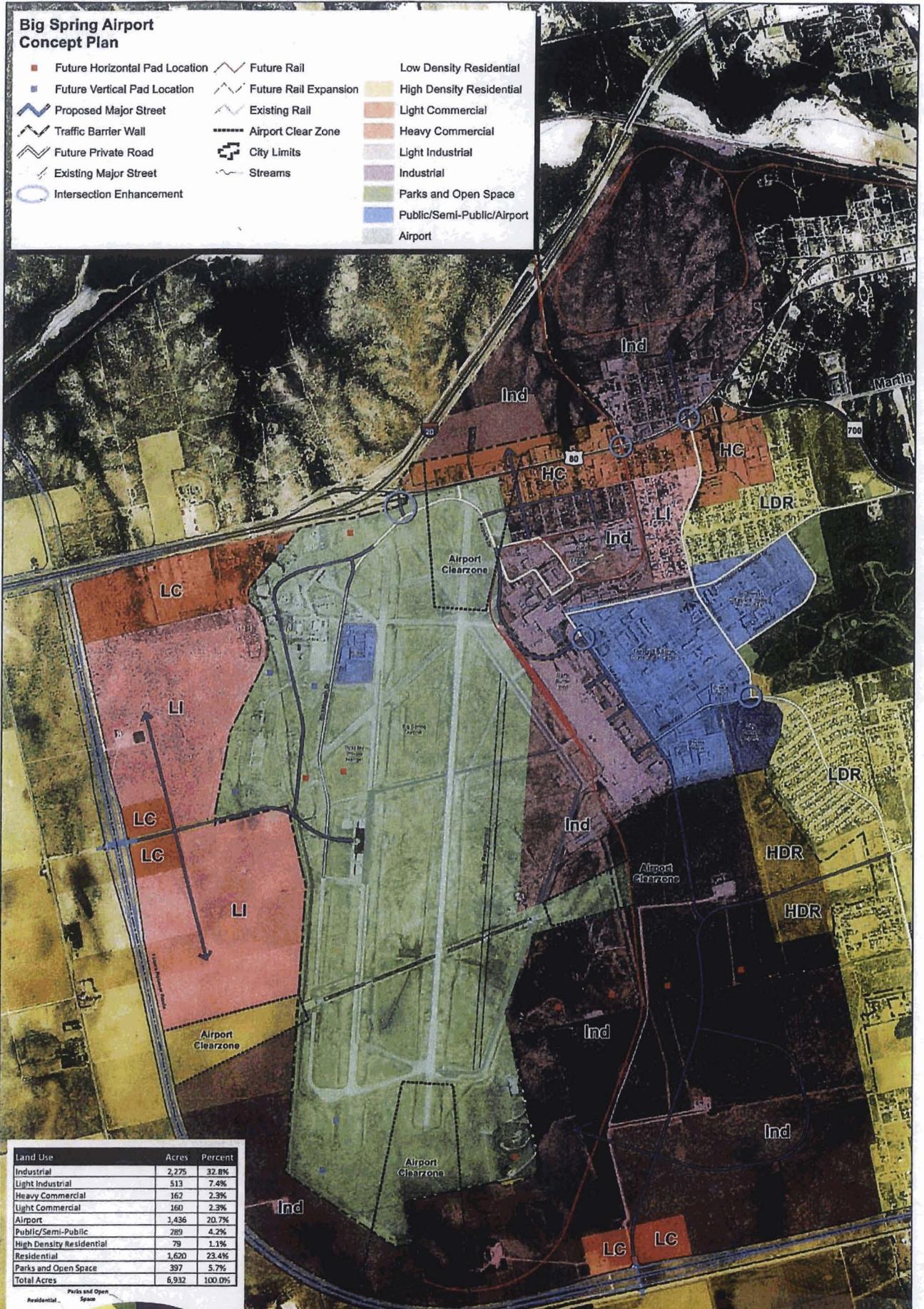
**North Sector Plan
Future Land Use and Transportation
City of Big Spring, Texas**

- Agriculture
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Parks and Open Space
- Public/Semi-Public
- Retail/Commercial
- Light Commercial
- Heavy Commercial
- Industrial
- Major Arterial
- Proposed Major Arterial
- Minor Arterial
- Proposed Minor Arterial
- Collector
- Proposed Collector
- City Limits
- ETJ
- Railroad
- Streams
- Lakes
- 100 Year Floodplain

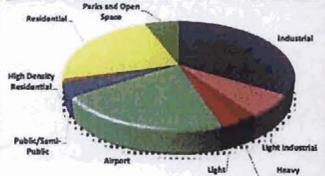


Big Spring Airport Concept Plan

- Future Horizontal Pad Location
- Future Vertical Pad Location
- Proposed Major Street
- Traffic Barrier Wall
- Future Private Road
- Existing Major Street
- Intersection Enhancement
- Future Rail
- Future Rail Expansion
- Existing Rail
- Airport Clear Zone
- City Limits
- Streams
- Low Density Residential
- High Density Residential
- Light Commercial
- Heavy Commercial
- Light Industrial
- Industrial
- Parks and Open Space
- Public/Semi-Public/Airport
- Airport



Land Use	Acres	Percent
Industrial	2,275	32.8%
Light Industrial	513	7.4%
Heavy Commercial	162	2.3%
Light Commercial	160	2.3%
Airport	3,436	20.7%
Public/Semi-Public	789	4.2%
High Density Residential	79	1.1%
Residential	1,620	23.4%
Parks and Open Space	397	5.7%
Total Acres	6,932	100.0%



RESOLUTION NO. _____

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

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

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

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

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

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

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

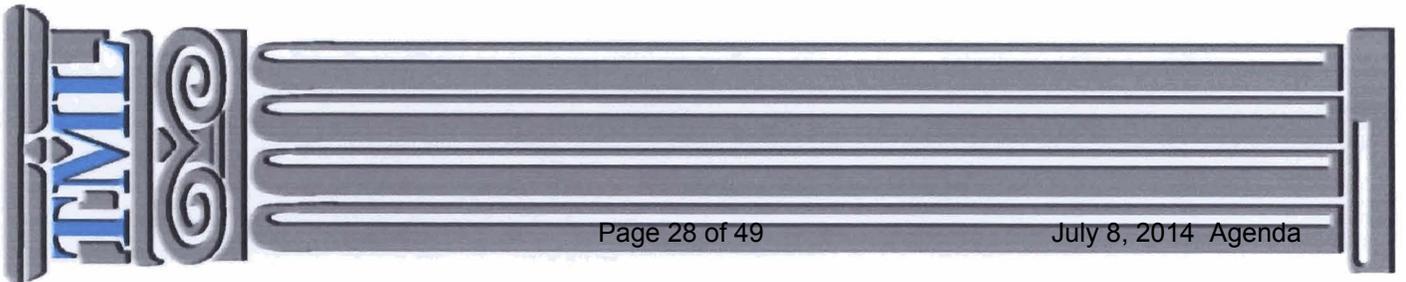
PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 8th day of July, 2014, with all members present voting "aye" for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 22nd day of July, 2014, with all members present voting "aye" for passage of same.

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary



CONTINUING EDUCATION FROM THE TEXAS MUNICIPAL LEAGUE

CERTIFICATE of COURSE COMPLETION

This certifies that

Donald Moore

has successfully completed the

Public Funds Investment Act Training

Texas Municipal Center, Austin, Texas

Completion of this course satisfies the training requirements under State law.

June 26-27, 2014

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER SIXTEEN OF THE CITY OF BIG SPRING CODE OF ORDINANCES ENTITLED “PUBLIC UTILITIES” BY REPEALING SECTION 16-5 ENTITLED “UTILITY CONNECTIONS OUTSIDE THE CORPORATE LIMITS” AND AMENDING SECTION 16-20 ENTITLED “WATER CONNECTIONS,” SUBSECTION (E) BY PROHIBITING ANY NEW CONNECTIONS OUTSIDE THE CORPORATE LIMITS; AMENDING SUBSECTION (F) TO REINFORCE THE PROHIBITION ON ADDITIONAL UNITS ADDED ON EXISTING METERS OR ACCOUNTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION AND DECLARING AN EMERGENCY.

WHEREAS, the City Council finds it to be in the public interest to regulate the number and type of connections to the City water system that are outside the corporate limits of the City of Big Spring; and

WHEREAS, the City Council finds that the public health and safety 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 16, Article 2 entitled, “Utility Connections” shall hereby be amended by repealing Section 16-5 Entitled “Utility Connections Outside the Corporate Limits” in its entirety and amending Section 16-20 entitled “Water Connections” by amending subsection (E) and subsection (F) as follows:

Chapter 16. Public Utilities

Article 2. Utility Connections

Sec. 16-20. Water connections

...

(E) Due to the escalating cost of providing water service to the citizens of Big Spring no new requests for water service outside the corporate limits of the City will be granted. .

(F) Water service taps outside the corporate limits existing as of July 1, 2014 will be allowed to remain in service to the extent they comply with the ordinances in effect at the time the account was created. No additional units or water uses may be added to an existing account.

...

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 and publication 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 to be published as provided by law.

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

PASSED AND APPROVED on Emergency reading at a regular meeting of the City Council on the 8th day of July, 2014, with all members present voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

AGREEMENT FOR THE ASSESSMENT AND COLLECTION OF TAXES

STATE OF TEXAS :

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HOWARD :

This agreement entered into this ____ day of _____, 20____, by and between Big Spring Independent School District (hereinafter referred to as BSISD), City of Big Spring (hereinafter referred to as City), Howard County Junior College District (hereinafter referred to as College), Forsan Independent School District (hereinafter referred to as FISD), Coahoma Independent School District (hereinafter referred to as CISD), and the County of Howard (hereinafter referred to as the County), all of Howard County, Texas.

WHEREAS BSISD, City, College, FISD, and CISD are Taxing Units (hereinafter sometimes referred to as Taxing Units) located within the "County" and

WHEREAS BSISD, City, College, FISD, and CISD are desirous of contracting with the County to provide all services necessary for the assessment and collection of property taxes for the Taxing Units; and

WHEREAS, the County is able and willing to perform said tax assessment and collection services and is desirous of contracting with the Taxing Units to provide said services;

NOW THEREFORE, the parties hereto agree as follows:

A.

The County, acting by and through its duly authorized officers, does hereby agree to perform all tax assessment and collection services pursuant to Chapters 26, 31, 32, 33, and 34 of the Property Tax Code for the Benefit of the Taxing Units for the term of this agreement save and except those functions which must be performed by each Taxing Units' governing body.

B.

1. The term of this agreement shall be for a period of two years, beginning on the ____ day of _____, 20____,

2. Any party to this agreement may terminate its interest in this agreement by giving at least 90 days written notice to the other parties.

3. Whenever notice of any kind is authorized or required to be made by one party or the other under the terms hereof, such notice shall be given by United States registered or certified mail, postage prepaid, return receipt requested and addressed to the other party as set out below, or to such other address as may hereafter be designated in writing:

COUNTY

County Judge
Howard County Courthouse
Big Spring, Texas 79720

BSISD

President
Big Spring Independent School District
Board of Trustees
Big Spring, Texas 79720

CITY

City Mayor
City of Big Spring
Big Spring, Texas 79720

COLLEGE

President
Howard County Junior College District
Board of Trustees
Big Spring, Texas 79720

FISD

President
Forsan Independent School District
Board of Trustees
Forsan, Texas 79733

CISD

President
Coahoma Independent School District
Board of Trustees
Coahoma, Texas 79511

4. The County agrees to assume responsibility for the collection of all property taxes owing to each Taxing Unit, including:

- a. Taxes assessed that have not become delinquent;
- b. Delinquent Taxes;
- c. Statutory penalty and interest associated with delinquent taxes.

County shall not accept payment of taxes for any single Tax Unit for any tax year unless County also proportionately collects taxes owed for that tax year to all Units for which County collects taxes. Provided, however notwithstanding the foregoing, if a taxpayer is unable to pay one time all delinquent taxes owed for a tax year to Taxing Units for which County collects taxes, County shall accept partial delinquent tax payments from that taxpayer and apportion such partial payment proportionately among all Taxing Units.

5. The County shall have the responsibility of promulgating and producing all notices, statements, and forms necessary for the provision of assessment and collection services.

6. The County shall have the responsibility of providing an attorney or attorneys for any and all legal representation that may become necessary for the effective collection of delinquent taxes owed to the Taxing Units. The County Tax Assessor-Collector and County Tax Assessor-Collector's deputies shall provide said attorney or attorneys with all records and assistance in a timely manner deemed necessary by said attorney(s) for collection of delinquent taxes. Each Taxing Unit shall pay its portion of the fees owed to such attorney, based upon the amount of delinquent taxes collected by the attorney for that Unit.

7. The County shall advise each Unit of all cases when investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

8. The Howard County Tax Assessor Collector shall annually calculate a tax rate for each Unit according to the provisions of Texas Property Tax Code Article 26.04. It is the intent and understanding of all parties to this contract that Texas Property Tax Code Article 26.04(c) confers a ministerial (clerical) duty upon the designated official, in this case, the Howard County Tax Assessor Collector that is, the Howard County Tax Assessor Collector shall calculate the tax rate without discretion, strictly in accordance with the instructions of each applicable Unit. It is the further intent and understanding of all parties to this contract that each respective Unit possesses the sole power to exercise its discretion under Section 26.04. Should injunctive relief be sought to stop the imposition of

a particular year's tax plan, the Unit agrees to hold the county harmless for its action in preparing the Section 26.04 notice. Each Unit shall designate the office or employee who shall publish the tax rate and the other information required to be published by Article 26.04 of the Tax code.

9. Each year the County Tax Assessor Collector shall prepare a proposed budget for the operation of the County Tax Assessor Collector's office for the assessment and collection of taxes for the following fiscal year of the County (September 1 through August 31) and shall submit copies to each Taxing Unit before March 15. The Tax Assessor Collector shall include in the budget a list showing each proposed position, the proposed salary for the position, all the benefits proposed for the position, each proposed capital expenditure, and an estimate of the amount of the budget that will be allocated to each Taxing Unit.

10. a. The County commissioners shall hold a public hearing to consider the budget. The secretary of the County Commissioners shall deliver to the presiding officer of the governing body of each Taxing Unit for whom the County assesses and collects taxes, not later than the 10th day before the date of the hearing, a written notice of the date, time, and place fixed for the hearing. The County Commissioners shall complete their hearings, make any amendments to the proposed budget they desire, and finally approve a budget before June 15. If the governing body of any taxing entity objects to said budget, it shall adopt a resolution disapproving said budget and file the resolution with the secretary of the County Commissioner's prior to the County's final approval of same. Any new or amended budget shall also be subject to the foregoing approval procedure.

b. The County Commissioners may amend the approved budget at any time, but the secretary of the County Commissioners must deliver a written copy of a proposed amendment to the presiding officer of each governing body for whom the County assesses and collects taxes not later than the 30th day before the date County Commissioners act on it.

11. Each Taxing Unit for whom the County assesses and collects taxes, including Howard County, is allocated and will bear a portion of the Tax Assessor Collector's budget.

Fifty percent (50%) of the Tax Assessor collector's budget shall be allocated among the Taxing Units in the proportion that each Taxing Unit's total dollar amount of property taxes imposed in the county for the tax year in which the budget proposal is prepared, bears to the total dollar amount of property taxes imposed in the County by all Taxing Units for whom the County assesses and collects taxes for that year.

Fifty percent (50%) of the Tax Assessor Collector's budget shall be allocated among the Taxing Units in the proportion that the number of parcels in the County upon which each Taxing Unit imposes property taxes for the tax year in which the budget proposal is prepared, bears to the aggregate number of parcels in the County upon which all Taxing Units impose property taxes for the year.

In other words, fifty percent (50%) of the Tax Assessor Collector's budget shall be allocated on a tax dollar basis and fifty percent (50%) on a tax parcel basis.

12. a. Each Taxing Unit shall pay its allocation in twelve equal payments to be made at the end of each calendar month and first payment shall be made before November 1 of the year in which the budget takes effect. A payment is delinquent if not paid on the date it is due. A delinquent payment incurs a penalty of 5 percent (5%) of the amount of the payment and accrues interest at an annual rate of 10 percent (10%). If the budget is amended, any change in the amount of a Unit's allocation is apportioned among the payments remaining.

b. Payments shall be made to a depository designated by the County Commissioners.

13. Notwithstanding the foregoing allocation and payments, within sixty (60) days of the end of each contract year (the contract year is the period from October 1 through September 30) the County shall re-calculate costs for assessing and collecting taxes on the following basis and shall furnish a written copy of the re-calculation and the audit described below to each Tax Unit.

a. Each Taxing Unit for whom the County assesses and collects taxes, including Howard County,

shall be allocated a portion of the amount of actual audited expenditures (based on an audit performed by an independent auditor who is a C.P.A.) to assess and collect taxes for the County's budget year ending just before the end of said contract year equal to the proportion that the total dollar amount of all property taxes, including penalty and interest, for all tax years actually collected during the contract year by the County for the Unit bears to the sum of the total dollar amount of all property taxes, including penalty and interest, for all tax years actually collected during the contract year by the County for all Taxing Units for whom the County assessed and collects taxes.

b. If any Tax Unit's portion of the expenditures, as determined under Paragraph 13A, is less than the payment already made by that Tax Unit pursuant to Paragraph 12 above, then the County shall refund the difference to that Tax Unit within ten (10) days of computing and allocation in Paragraph 12; if any Tax Units' portion of the expenditures, as determined under Paragraph 12a, is more than said payment, then that Tax Unit shall pay the difference to County within ten (10) days after that Tax Unit receives from County a written copy of said reallocation.

14. The County agrees to remit to each Tax Unit the tax monies collected between October 1 and February 15 by the County on behalf of the Unit within ten (10) working days of the day on which said taxes monies are collected.

Between February 16 and September 30 remittance shall be made within two (2) working days of the day on which said tax monies are collected. All tax monies collected by the County on behalf of the Unit shall be deposited on a daily basis in the County's interest bearing account as provided by the County's depository. To reduce collection fees cost, interest earned on said account will be paid to County and applied to the expenses of the Tax Assessor Collector's office. Reports of collections made in the months of October through January shall be on the twenty-fifth (25th) day of the month following the month that is the subject of the report. Reports of collections made in all other months are due on the fifteenth (15th) day of the month following the month that is the subject of the report, as required by Section 31.10(a) of the Property Tax Code. The County shall prepare and submit to each Unit an annual report made under oath accounting for all tax monies of each Unit collected or delinquent on property tax by each Unit during the preceding twelve (12) month period. Annual reports shall be due on the sixteenth (16th) day following the last day of each Unit's fiscal year, as required by Section 31.10(b) of the Property Tax Code.

15. County understands and agrees that Taxing Units are relying on the County's covenant herein to remit all tax monies to the Units on a timely basis and that the Tax Units would not enter into this contract without said covenants. If County fails to remit any tax monies to the Units within the time limits specified above, then County shall pay to the respective Unit as compensation and difference between the interest each Unit could have earned on said tax monies if said tax monies had been remitted to the invested by such Unit within the time limits specified above and any interest paid to such Unit pursuant to Paragraph 14 above.

The interest that such Unit could have earned shall be deemed to be the interest that the Unit could have earned on said tax monies at the highest rate of interest provided in such Unit's contract with its depository.

16. In addition to any other reports and records which county is herein required to furnish Units and any other notices County is required to prepare and mail, County shall furnish each respective Unit at the time shown on Exhibits A, the reports and prepare and mail the notices shown on Exhibit A which is attached hereto and incorporated by reference as if repeated verbatim.

17. At the request of any person, the County Tax Assessor Collector shall issue a tax certificate showing the amount of delinquent taxes, penalties, and interest due a Taxing Unit which is a party to this contract on a property according the Unit's current tax records. The collector shall charge a fee of \$10.00 for each certificate issued. Provided, however, the collector shall be authorized to issue one combined certificate. Fees shall be retained by the County to help defray collection fees.

18. Bonds in the amount set by each Taxing Unit will be furnished by each representative Unit. Said bonds shall cover the County Tax Assessor Collector and all deputies and shall comply with the provision of 6.29 of the Texas Property Tax Code. The premium for each bond shall be budgeted and said by each entity to which the bond is payable. The County Tax Assessor Collector shall adopt and follow strict internal controls in carrying out the provisions of this contract.

19. The County Tax Assessor Collector shall prepare and mail annual tax statements by October 1 or as soon thereafter as practicable, but in any event no later than October 15.

20. Each party to this agreement shall appoint at least one elected or administrative official to serve on an unofficial "Tax Liaison Committee" which shall meet from time to time (approximately quarterly) to receive periodic reports from the Howard County Tax Assessor Collector and the delinquent tax attorney(s) and to relay the information gained at such meetings to their respective governing bodies. All items regarding this contract requiring input from the Taxing Units shall be presented to this committee and then referred to each Taxing Unit's governing body for consideration.

21. The Units and the County all understand and agree that this agreement constitutes the entire agreement between the parties and shall not be amended or modified by written instrument signed by all parties.

Executed this _____ day of _____, 20____.

ACCEPTED:

COUNTY OF HOWARD

By: _____
County Judge

ACCEPTED:

BIG SPRING INDEPENDENT SCHOOL DISTRICT

By: _____
President of the Board of Trustees

ACCEPTED:

CITY OF BIG SPRING

By: _____
Mayor

ACCEPTED:

HOWARD COUNTY JUNIOR COLLEGE DISTRICT

By: _____
President of the Board of Trustees

ACCEPTED:

FORSAN INDEPENDENT SCHOOL DISTRICT

By: _____
President of the Board of Trustees

ACCEPTED:

COAHOMA INDEPENDENT SCHOOL DISTRICT

By: _____
President of the Board of Trustees

JOINT TAX COLLECTION

CONTRACT INFORMATION

BIG SPRING INDEPENDENT SCHOOL DISTRICT
FORSAN INDEPENDENT SCHOOL DISTRICT
AND COAHOMA INDEPENDENT SCHOOL DISTRICT

REPORTS AND/OR CALCULATIONS AND PROCEDURES REQUIRED OF THE
TAX COLLECTION OFFICE

Annual Report of Property Values

Report to State Comptroller Regarding Bank Franchise Tax Information

Calculation of Effective Tax Rate

Monthly Report to Governing Bodies:

- Current Collections per month beginning each September
- Delinquent Collections per month
- Total Collections per month
- Percentage of roll collected with comparative data for comparable prior year monthly dates

Annual Report to Governing Bodies:

- Cumulative tax collection data for the year shown on the monthly report

Monthly Report to Administration:

Year to date Recap reporting:

- Each year outstanding taxes are owing
- Original tax owing at beginning of year
- Adjustments
- Adjusted Tax
- Taxes paid
- Discounts
- Penalty and interest
- Costs
- Collections
- Uncollected Tax

Deposit information

Deposits should be made to either or both the General Fund (Local Maintenance) and/or interest and Sinking as required by law. Adequate deposit information should be supplied so that taxes can be properly credited to the records of each school district.

Other Reports and Procedures as may be required:

State and local requirements change periodically and these changes should be mutually accomplished between parties to the contract.

Report of Value Lost due to Freezes

Report for State Survey of Delinquent Property Taxes

Delinquent Tax Statement for all Tax Years Delinquent

Tax Assessor Collector shall present to each School Board on September 1 of each year, a printed, certified, current tax roll.

Immediately after June 30 of each year, the Tax Assessor Collector shall report to each School Board the amount of current taxes remaining unpaid and going to the delinquent tax roll. The Tax Assessor Collector shall update this report on August 31 of each year.

JOINT TAX COLLECTION
HOWARD COUNTY JUNIOR COLLEGE DISTRICT

REPORTS, CALCULATIONS AND PROCEDURES REQUIRED OF THE
TAX COLLECTION OFFICE

Monthly Reports:

- Current collections each month
- Delinquent collections each month
- Collections of penalties, interest each month
- Error listing each month
- Adjustments to tax roll, including values affecting real and personal property
- Supplemental adjustments (additions)

Quarterly Reports:

- Outstanding delinquent taxes by year
- Outstanding current taxes
- Delinquent tax records in readable computer form, a minimum of four times a year or at the request of the

College

Annual:

- Cumulative tax collection data for the year as shown on the monthly report
 - Tax roll for each tax year prepared and submitted to the College within twenty (20) days of receiving notice of tax rate from College as provided in 26.09 of Texas Property Tax Code for approval, including taxpayer name, tax amount, appraisal value
 - Tax Code for approval, including taxpayer name, tax amount, appraised value
 - Calculation of effective tax rate as required by law
 - Delinquent tax statements for all tax years delinquent
 - Annual tax statements shall be prepared and mailed by October 1 each year but in any event no later than
- October 15
- Other reports require by law or requested by Taxing Unit

JOINT TAX COLLECTIONS

CITY OF BIG SPRING

REPORTS, CALCULATIONS AND PROCEDURES REQUIRED OF THE
TAX COLLECTION OFFICE

Monthly Reports:

- Current collections each month
- Delinquent collections each month
- Collections of penalties, interest each month
- Error Listing each month
- Adjustments to tax roll, including values affecting real and personal property
- Supplemental adjustments (additions)

Quarterly Reports:

- Outstanding delinquent taxes by year
- Outstanding current taxes
- Delinquent tax records in readable computer form, a minimum of four times a year at the request of the City

Daily:

- Detail listing of collections on behalf of Taxing Unit, including account number, statement (receipt) number and amount of taxes paid

Annual:

- Cumulative tax collections data for the year as shown on the monthly report
- Tax roll each tax year prepared and submitted to City Council within twenty (20) days of receiving notice of tax rate from City as provided in 26.09 of Texas Property Tax Code for approval , including taxpayer name, tax amount, appraised value
- Calculation of effective tax rate as required by law
- Delinquent tax statements for all years delinquent
- Annual tax statements shall be prepared and mailed by October 1 each year but in any event no later than October 15
- Other reports required by law or requested by Taxing Unit

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BIG SPRING AND HOWARD COUNTY
FOR EMERGENCY AMBULANCE SERVICE**

This Interlocal Agreement for Emergency Ambulance Service (the “Agreement”) is by and between the City of Big Spring (the “City”) and Howard County (the “County”), hereinafter collectively referred to as the “Parties.” This Agreement is executed pursuant to Texas Government Code Chapter 791, the Texas Interlocal Cooperation Act.

WHEREAS, the Parties wish to enter into this Agreement for Emergency Ambulance Service in order to protect the health, safety and general welfare of the citizens of Howard County;

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter made, the Parties hereby agree as follows:

1. Term.

This Agreement shall commence on October 1, 2014 and end on October 31, 2015. If a new Agreement is not reached between the Parties prior to the end of the term, this Agreement will continue on a month to month basis until replaced by a new Agreement or terminated by either Party giving sixty (60) days written notice.

2. Compensation by County.

For the period October 1, 2014 through September 30, 2015 the County agrees to pay to the City \$370,387 for ambulance service as described herein such payment shall be due and payable in advance on October 1, 2014. If this Agreement converts to a month to month agreement, each monthly payment shall be 1/12 of the above amount and shall be payable on the first day of each month.

3. Service and Obligation of the City.

In consideration of the County’s payments and other promises set forth herein, the City agrees to provide the following services during the period October 1, 2014 through September 30, 2015 and for any period thereafter that this Agreement shall continue:

- (a) To provide quality ambulance service for the general welfare of the citizens of the County.
- (b) To comply with all Federal and State laws and regulations covering emergency medical services.
- (c) To recruit, train, and employ paramedic and EMT personnel, and all other necessary personnel, to adequately staff the ambulance service and to require that such personnel be licensed as required by law.

- (d) To properly maintain its equipment according to the accepted standards of the industry.
- (e) To provide response times to life threatening emergencies within the accepted standards of the industry.
- (f) To allow periodic inspection of any and all equipment by officials of the County. A reasonable amount of notice to the City must be allowed before such an inspection takes place.

4. Response.

The City shall maintain five (5) Mobile Intensive Care Unit capable ambulances within the City. The City shall have enough personnel on duty to be able to have two units operating at the same time.

5. Response Area.

The City shall respond to all requests for service in Howard County.

6. Ability to Pay.

The City will respond without giving consideration to the patient's ability to pay, and without consideration of the patient's sex, race, age, or national origin. Collection of all fees shall be managed by the City. Fees shall not be collected at the rendering of the service. The City shall not unreasonably withhold services. The City shall accept Medicare and Medicaid assignment.

7. Right to Inspect Books.

The County may inspect the books and records of the City.

8. Quarterly Reports.

The City will provide a quarterly report on ambulance operations.

9. Independent Contractor.

The City is and shall be an independent contractor with the right and obligation to manage, supervise, and control the operations of the ambulance service.

10. Modification.

This agreement may be amended only by the duly authorized written consent of the governing bodies of both Parties.

11. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the subject hereof and supersedes any and all prior or contemporaneous agreements or understandings, whether written or oral. No verbal agreement or conversation with any officer, agent or employee of either Party, either before or after execution of this Agreement, shall affect or modify any of the terms or obligations contained herein.

Executed in duplicate originals this ____ day of _____, 2014

CITY OF BIG SPRING, TEXAS

By: _____
Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

Executed this ____ day of _____, 2014

HOWARD COUNTY, TEXAS

By: _____
Mark Barr, County Judge

ATTEST:

Donna Wright, County Clerk

FIRST AMENDMENT
TO ANTENNA COLLOCATION LEASE AGREEMENT

THIS FIRST AMENDMENT TO ANTENNA COLLOCATION LEASE AGREEMENT ("Amendment") is made effective as of _____, 201__ ("Effective Date"), by and between the City of Big Spring, Texas ("Lessor") and Texas Telecommunications, LP, a Texas limited partnership ("Lessee").

BACKGROUND

Pursuant to an Antenna Collocation Lease Agreement dated January 24, 2001 ("Agreement"), Lessor leased to Lessee a certain portion of real property located at 3403 Randolph Boulevard, City of Big Spring, County of Howard, State of Texas, as more particularly described in Exhibit B to the Agreement ("Premises").

Lessor and Lessee desire to amend the Agreement as set forth herein. Words and phrases having a defined meaning in the Agreement have the same respective meanings when used herein unless otherwise expressly stated.

AGREEMENT

The parties agree as follows:

1. **Term.** Paragraph 4 of the Agreement is amended by adding the following:

(c) **New Initial Term and Renewal Terms.** Notwithstanding anything set forth in Paragraph 4 to the contrary, the current term of the Agreement will expire on February 25, 2016. Commencing on February 26, 2016, the term of the Agreement ("New Initial Term") is sixty (60) months. The Agreement will be automatically renewed for up to two (2) additional terms (each an "Additional Renewal Term") of sixty (60) months unless Lessor or Lessee gives written notice at least twelve (12) months before expiration of the then current term of its decision not to renew the Lease; provided, however, Lessor shall not have the right to exercise its right of non-renewal for the purpose of (a) attempting to renegotiate the provisions of the Agreement or (b) putting in place a new lease with Lessee on the same Tower on terms and conditions that are different from those of the Agreement.

2. **Consideration.** Paragraph 5 of the Agreement is amended by adding the following:

Notwithstanding anything set forth in Paragraph 5 to the contrary, effective February 26, 2016, the Annual Rent of Thirteen Thousand Six Hundred Eighty-Seven and 92/100 Dollars (\$13,687.92) shall be paid in equal monthly installments of One Thousand One Hundred Forty and 66/100 Dollars (\$1,140.66), and shall continue during the term (until increased as set forth herein), partial months to be prorated, in advance. Thereafter, the Annual Rent for each Additional Renewal Term will be increased on the commencement of each Additional Renewal Term by fifteen percent (15%) of the rental rate in effect for the prior term.

3. **Notices.** Paragraph 20(d) of the Agreement is amended by deleting the entire provision and substituting the following provision in its place:

"All notices, requests, demands or other communications with respect to the Agreement, whether or not herein expressly provided for, must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery after being either mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested or deposited with an overnight courier service for next-day delivery to the parties at the following addresses (the addresses may be changed by either party by giving written notice).

Lessor: City of Big Spring, Texas
310 Nolan Street
Big Spring, TX 79720
Attention: City Manager

Lessee: Texas Telecommunications, LP
Sprint Property Services
Site ID: DA11AL322-A
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

with a copy to: Sprint Law Department
Attn: Real Estate Attorney
Site ID: DA11AL322-A
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020"

4. **Relocation For Tower Repainting.** Lessor and Lessee acknowledge that Lessor contemplates repainting the Tower on the Property upon which the Premises are located. Pursuant to the terms and conditions of this Paragraph, Lessor reserves a one time right to temporarily require Lessee to relocate Lessee Facilities on the Tower to a different location on the Property to accommodate the repainting of the Tower. It will be Lessee's sole responsibility to assure the continuation and quality of service provided by Lessee on and from Lessor's Property during and after the relocation. Lessor will exercise its right to relocate Lessee by delivering at least six (6) months written notice to Lessee prior to the proposed relocation. As part of the relocation, Lessee will have the option to bring onto Lessor's Property, at a location acceptable to Lessee, a temporary communication facility (i.e. a Cell on Wheels) during the time Lessor is repainting the Tower. Immediately following the completion of the repainting of the Tower, Lessee shall have the right to relocate again to the prior location on the Tower. The monthly rental shall be fully abated for the length of the relocation period.

5. **Additional Terms and Conditions to this Amendment.** Lessor agrees to promptly execute and deliver to Lessee a recordable Memorandum of Amendment in the form of

Attachment 1, attached.

6. **Reaffirmation; Intention to be Bound.** Except as provided in this Amendment, each and every term, condition and agreement contained in the Agreement will remain in full force and effect. The parties reaffirm that the representations and warranties made by each of the parties in the Agreement are true and accurate as of the Effective Date. The parties executing this Amendment, on behalf of themselves, their assigns and successors, acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the Effective Date.

Lessor:

Lessee:

City of Big Spring, Texas

**Texas Telecommunications, LP,
a Texas limited partnership**

By: _____

By: _____

Printed Name: _____

Printed Name: Gary Lindsey

Title: _____

Title: Manager Real Estate

Date: _____

Date: _____

ATTACHMENT 1

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Sprint Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

[space above this line for Recorder's use]

**MEMORANDUM OF FIRST AMENDMENT
TO ANTENNA COLLOCATION LEASE AGREEMENT**

The MEMORANDUM OF FIRST AMENDMENT TO ANTENNA COLLOCATION LEASE AGREEMENT ("Memorandum"), evidences that an amendment ("Amendment") was made to Antenna Collocation Lease Agreement dated January 24, 2001 ("Agreement"), by and between the City of Big Spring, Texas ("Lessor") and Texas Telecommunications, LP, a Texas limited partnership ("Lessee").

The terms and conditions of the Agreement and Amendment are incorporated herein by reference.

The Agreement as amended provides in part that Lessor leased to Lessee a certain portion of real property owned by Lessor, located at 3403 Randolph Boulevard, City of Big Spring, County of Howard, State of Texas, which is more particularly described on **Exhibit A** attached and incorporated herein by reference. The Amendment grants Lessee the option to extend the Agreement for two (2) additional sixty (60) month terms after the expiration of the new initial sixty (60) month term which will commence on February 26, 2016.

All notices to Lessee must be sent via U.S. Postal Service certified mail, return receipt requested with all postage prepaid to:

Texas Telecommunications, LP
Sprint Property Services
Site ID: DA11AL322-A
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

with a mandatory copy to:
Sprint Law Department
Attn: Real Estate Attorney
Site ID: DA11AL322-A
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020

**EXHIBIT A
TO MEMORANDUM OF FIRST AMENDMENT
TO ANTENNA COLLOCATION LEASE AGREEMENT**

Description of Property

A portion of certain real property located at 3403 Randolph Boulevard, City of Big Spring, County of Howard, State of Texas, described as follows:

Subject Property

A 0.009 acre tract of land out of a 288.10 acre tract of land according to that certain Deed recorded in Volume 490, Page 154 of the Deed Records of Howard County, Texas, situated in Section 2, Block 33, Township 1 South, T. & P. RR. Co. Survey, Howard County, Texas, and said 0.009 acre tract of land being described by metes and bounds as follows:

Commencing at a 2 inch iron pipe, found at the southeast corner of said 288.10 acre tract of land and same being the southeast corner of said Section 2;

Thence S. 75°15'42" W. – bearings contained herein are relative to true north as determined by G.P.S. observations, 290.33 feet along the south right-of-way line of a 40.00 foot wide Road Easement referred to in said Warranty Deed of the 288.10 acre tract of land;

Thence N. 14°44'18" W., 94.06 feet to a ½ inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set at the southwest and **BEGINNING CORNER** of this tract of land;

Thence N. 13°04'56" W. 20.00 feet to a railroad spike, set at the northwest corner of this tract of land;

Thence N. 76°55'04" E., at 10.00 feet pass a 60d nail, set at the end of point of a 15 foot wide center line easement surveyed herewith, a total distance of 20.00 feet to a railroad spike, set at the northeast corner of this tract of land;

Thence S. 13°04'56" E. 20.00 feet to a ½ inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set at the southeast corner of this tract of land;

Thence S. 76°55'04" W., 20.00 feet to the **POINT OF BEGINNING**.

15' ACCESS & UTILITY EASEMENT

A 15.00 foot wide Access and Utility Easement being a 0.070 acre tract of land out of a 288.10 acre tract of land according to that certain Warranty Deed recorded in Volume 490, Page 154 of the Deed Records of Howard County, Texas, situated in Section 2, Block 33, Township 1 South, T. & P. RR. Co. Survey, Howard County, Texas, and the centerline of said 15.00 foot wide Access and Utility Easement being described by metes and bounds as follows:

Commencing at a 2 inch iron pipe, found at the southeast corner of said 288.10 acre tract of land and same being the southeast corner of said Section 2;

Thence S. 75° 15' 42" W. – bearings contained herein are relative to true north as determined by G.P.S. observations, 229.22 feet along the south right-of-way line of a 40.00 foot wide Road Easement referred to in said Warranty Deed of the 288.10 acre tract of land;

Thence N. 14° 51' 23" W., at 39.61 feet pass a 2 inch iron pipe, found, a total distance of 40.00 feet to the **BEGINNING POINT** of said 15.00 foot wide Access and Utility Easement;

Thence N. 14° 51' 23" W., 87.85 feet to a 60d nail, set;

Thence S. 75° 20' 22" W., 49.87 feet to a 60d nail, set;

Thence S. 13° 04' 56" E., 14.16 feet to a 60d nail, set in the north line of a 0.009 acre tract of land surveyed herewith, at the **END POINT** of said center line, from whence a railroad spike, set at the northwest corner of said 0.009 acre tract of land bears S. 76° 55' 04" W., 10.00 feet and a railroad spike, set at the northeast corner of said 0.009 acre tract of land bears N. 76° 55' 04" E., 10.00 feet.

See Plat: Job No. 12034