



CITY COUNCIL AGENDA

Tuesday, August 26, 2014

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, August 26, 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. **Announcement** - Presentation of “Star Employee” Awards McLellan
3. **Public Hearing** – Regarding Changing the Zoning of a 29.4 Acre Tract of Land Located on the West Side of US Highway 87, South of Village Road and North of Johansen Road, from a Single Family Dwelling (SF-2) District (Tract 1) and Agriculture (A) District (Tract 2) to a Light Commercial (LC) District 5-11 Johnston
4. **Public Hearing** – First Public Hearing on the Proposed Tax Rate for Fiscal Year 2014-15 Moore

Disposition of Minutes

- | | | | |
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| 5. | Approval of the Minutes of the Regular Meeting of August 12, 2014 | 12-15 | Davis |
|----|---|-------|-------|

Consent Items

- | | | | |
|----|---|----|--------|
| 6. | Acceptance of the Howard County Appraisal District's Board of Directors Minutes for the Regular Meeting of May 14, 2014 | 16 | Darden |
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Routine Business

- | | | | |
|----|---------------------------------------|--|----------|
| 7. | Vouchers for 08/14/14 \$ 556,646.18 | | McDonald |
| | Vouchers for 08/21/14 \$ 1,594,483.22 | | |

New Business

- | | | | |
|-----|--|-------|----------|
| 8. | Discussion and Consideration of Removing and Replacing Board Members of the Big Spring Economic Development Corporation | | McLellan |
| 9. | First Reading of an Ordinance Approving a Rezone on Approximately 29.4 Acres Located Immediately Southwest of the Intersection of US Highway 87 and Village Road from Single-Family Dwelling (SF-2) and Agricultural (A) to Light Commercial (LC) District; Providing for Severability, Providing for Publication | 17-25 | Johnston |
| 10. | First Reading of an Ordinance Repealing and Replacing Chapter Eleven of the Code of Ordinances Entitled "Garbage and Other Refuse" by Amending Existing Definitions; Providing Additional Definitions for Commercial and Residential Accounts; Clarifying Existing Regulations Regarding Collections, Disposal, and Use of the City Landfill; Requiring Transported Waste to be Secured; Establishing New Fees for Collection Services and Waste Disposal; Renumbering Sections for Clarification; Providing for a Maximum Penalty of \$1,000.00; Providing for Publication; Providing for Severability; and Providing an Effective Date | 26-36 | Womack |
| 11. | Consideration and Approval of a Site Plan for the Addition of a Retail Store in an Existing Planned Development Located at the Southeast Corner of Randolph Boulevard and Wasson Road | 37-40 | Johnston |
| 12. | Consideration and Approval of an Interlocal Agreement with Howard County for Ownership, Construction, Operation and Closure of the New Big Spring/Howard County Landfill | 41-46 | Sjogren |

- | | | | |
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| 13. | Consideration and Approval of the Fire Department's Application for a Grant from the Texas Department of Health Services and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | | Ferguson |
| 14. | Consideration and Approval of an Agreement with KDC Associates for Big Spring Project and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 47 | Darden |
| 15. | Consideration and Approval of a Performance Agreement with Big Spring Economic Development Corporation for Financial Assistance of Professional Fees for the Comprehensive Plan and the Airport Master Plan and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | 48-50 | Sjogren |
| 16. | Consideration and Approval of a Performance Agreement with Big Spring Economic Development Corporation for Financial Assistance for the North Sector Sewer Expansion Project and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | 51-54 | Sjogren |
| 17. | Consideration and Approval of the Big Spring Economic Development Corporation's Budget Amendment for the City of Big Spring Infrastructure Improvements to the North Sector and the City Comprehensive Plan | | Wegman |
| 18. | Discussion and Consideration Regarding the Name of the New Landfill | | Darden |
| 19. | Approval of Investment Report for the Quarter Ending June 31, 2014 | 55-57 | Moore |
| 20. | Approval and Acceptance of the Minutes of the Meeting of the Big Spring Economic Development Corporation Held on July 15, 2014 | 58-60 | Sjogren |

City Manager's Report

21.

Council Input

22. Input

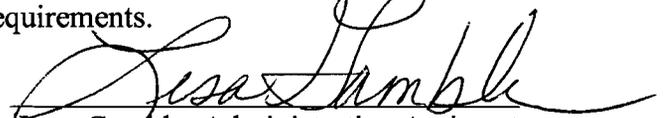
Executive Session

23. Adjourn into Executive Session in Accordance with Texas

Government Code Section 551.071(1)(A) to Consult with the City Attorney on Pending Litigation and Under Section 551.072 to Discuss the Purchase, Exchange, Lease or Value of Real Property

- 24. Reconvene in Open Session and Take Any Necessary Action 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, August 22, 2014 at 5:45 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

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

By: _____
City Secretary's Office



Memo

Meeting Date: August 26, 2014

To: City Council members

From: Roxanne Johnston, City Planner

Subject: A request for approval of a zone change from a SF-2, Single Family Dwelling District (Tract 1, 4.8 acres) and A, Agricultural District (Tract 2, 24.6 acres) to LC, Light Commercial District, on the following property:

Location: An unaddressed 29.4 acre property located on the west side of US Hwy 87, south of Village Road and north of Johansen Road.

Purpose: Approval of this request would zone the property Light Commercial (LC).

Contacts: Roxanne Johnston, City Planner 432-264-2319
Gary Eli Jones, P.E., Applicant 512-658-8095

Caption: Public Hearing- Regarding Changing the Zoning of a 29.4 acre tract of property located on the west side of US Hwy 87, south of Village Road and north of Johansen Road, from a Single Family Dwelling (SF-2) District (Tract 1), and Agriculture (A) District (Tract 2) to a Light Commercial (LC) District

Summary: The City Council may:

- (1) **Recommend approving** the proposed zoning designation;
- (2) **Recommend modifying** the proposed zoning designation;
- (3) **Recommend tabling** the proposed zoning designation;
- (4) **Recommend denial** of the proposed zoning designation.

Recommendation: Staff recommends approving the proposed zone change request from Agriculture (A) and Single Family Dwelling (SF-2) to a Light Commercial LC) Zoning District.

The Planning & Zoning Commission recommended approval of the request to rezone the entire acreage to Light Commercial (LC) from a combination of Agriculture (A) and Single Family Dwelling (SF-2) by unanimous vote of on August 5, 2014.

History and Background:

The applicant is requesting a zone change on the subject 29.4 acre tract to develop a multi-use, multi-phased commercial and residential development on the west side of US Highway 87 and north of Johansen Road. The proposed uses include three restaurants; one of which is proposed to be a fast food restaurant, two hotels which will contain between 83 and 113 units each, an apartment complex to have approximately 144 units, a mini storage facility that will contain approximately 152 units, and an assisted living facility. The owner/developer intends to include all required public improvements including streets, water, wastewater, drainage and street lights with the development and will subdivide the tracts to provide fee simple property to each potential user. Each future parcel is intended to be a stand-alone property to include providing the required parking associated for each use.

Due to the demand for residential properties in the city, the owner/developer is proposing to construct the multi-family phase of the development first; however all of the proposed uses are permitted in the proposed zoning district.

Currently, the Zoning Ordinance provides for “progressive zoning,” meaning that there is a hierarchy of zoning districts according to intensity in uses, and as such most uses allowed in lower intensive zoning district is are allowed as well as the heavier uses in the zoning district itself. For example, Light Commercial (LC) allows for uses outlined in the Retail District (R), Neighborhood Service District (NS), Office District (O), Multi-Family Dwelling District (MF), General Residential District (GR)Two-Family Dwelling District (2F), the Single-Family Dwelling District (SF-3, SF-2 & SF-1), and Agricultural (A) Zoning Districts. Additional uses allowed in LC Zoning Districts include:

Auto sales (with or without repair), auto painting and body repair, bus station or terminal, cabinet or upholstery shop, cemetery or mausoleum, cleaning/dyeing plant, dance hall or nightclub, day camp, engine and motor repair, fairground or exhibit area, feed store, flea market (outdoor), laundry plant (commercial), mini-storage warehouse, newspaper printing, plumbing shop, roller or ice-skating rink, scientific or research lab, secondhand goods store including used furniture and clothing, shop or yard for local, state or federal government, theater (indoor) tool or trailer sales and rental, wholesale office and sample room.

General Information:

Existing Zoning: Tract 1, 4.8 acres, Single Family Dwelling (SF-2) and Tract 2, 24.6 acres, Agriculture (A)

Existing Land Use: Vacant, primarily undeveloped tracts

Surrounding Zoning/Land Use:

North:	Planned Development (PD), Agriculture (A)	Single-family residence, vacant land
South:	Single-Family Dwelling (SF-2)	Johansen's Nursery
East:	Non-annexed properties	Single-family residence and undeveloped tracts
West:	Single-Family Dwelling (SF-2)	Vacant property

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

The proposed portion of McChristian Street at the south central area of the concept plan and the proposed unnamed street as indicated on the applicant's concept plan providing access to State U.S. Highway 87 are identified as "local streets," designed to carry light neighborhood traffic at lower speeds and generally connect to collector streets.

Zoning History: The property contains no special zoning overlays

Applicable Regulations: Allowed uses for this property can be found in Section 6-6 of the Zoning Ordinance, under "LC, Light Commercial."

Development Standards: **Zoning Ordinance, Article 4 and Appendix C**

Minimum Lot Area-7500 sq ft for one to three-story multi-family development

Minimum Lot Dimensions- 20X100 for single family attached structures and 60X120 feet for multi-family uses

Minimum Front Yard- 25 ft

Minimum Side Yard- 15 ft for multifamily dwellings not exceeding 35' in height

Maximum Floor Area Ratio- 45%

Special Information

Traffic Concerns: Traffic entering and exiting the site from and to State Highway 87 could experience difficulties that may be mitigated with the placement of a turning lane. The impact of the proposed future internal local streets will be addressed by staff and outside plan reviewers through the subdivision and site review processes.

Parking Requirements: **Zoning Ordinance, Article 4, Section 4-9**

“One (1) space for each dwelling unit for single-family residence and one and one-half (1 ½) spaces for each dwelling in two-family or apartment unit”

This same section outlines additional parking regulations for non-residential uses, and the following are those listed for the various uses with this proposed project:

“Group Care Home or Group Medical Care Home- One (1) space for each two residents and One (1) space for each staff member.”

“Nursing Home- one (1) space for each six (6) rooms or beds”

“Hotel or Motel- One (1) space for each room, unit or guest accommodation.”

“Restaurant or Cafeteria- One (1) space for every three (3) seats under maximum seating arrangement (minimum of five (5) spaces).”

“Storage or warehousing- One (1) space for each two (2) employees or one (1) space for each one thousand (1,000) square feet of floor area, whichever is greater.”

Zoning Ordinance, Article 4, Section 4-11

“There shall be provided handicapped parking spaces in accordance to the Architectural Barriers Act, Article 9102, Texas Civil Statutes as amended.”

Notifications Required: Yes

Notifications Sent: 19

Responses in Favor: 1

Responses in Opposition: 3

Attachments:

Excerpt from zoning map, highlighting subject property;

Concept draft of proposed uses;

Notification letters submitted to staff; and

Draft minute excerpt from the August 5, 2014 Planning & Zoning Commission meeting.



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., August 12, 2014, with the following members present:

LARRY McLELLAN	Mayor
RAUL BENAVIDES	Mayor Pro Tem
RAUL MARQUEZ	Councilmember(Arrived shortly thereafter)
CARMEN HARBOUR	Councilmember
JUSTIN MYERS	Councilmember
BOBBY McDONALD	Councilmember
MARVIN BOYD	Councilmember

Same and constituting a quorum; and

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

INVOCATION & PLEDGE OF ALLEGIANCE

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

DISPOSITION OF MINUTES

APPROVAL OF MINUTES OF THE CITY COUNCIL HELD ON A REGULAR MEETING OF JULY 22, 2014 AND A SPECIAL MEETING OF AUGUST 5, 2014

Councilmember McDonald requested a correction in wording under Council Input in the July 22, 2014 minutes. Motion was made by Councilmember McDonald, seconded by Councilmember Harbour, with all members of the Council voting “aye” approving the above listed minutes as amended.

CONSENT ITEMS

FINAL READING OF AN ORDINANCE AMENDING THE FIRE DEPARTMENT PAY SCALE FOR FISCAL YEAR 2013-2014; BY AMENDING THE CERTIFICATE, EDUCATION AND ASSIGNMENT PAY; PROVIDING FOR AN EFFECTIVE DATE

FINAL READING OF A RESOLUTION REGARDING CITY COUNCIL OVERSIGHT AND APPROVAL OF PROJECTS AND EXPENDITURES OF THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION

FINAL READING OF A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH GLASSCOCK COUNTY PURSUANT TO SECTION 362.002 OF THE TEXAS LOCAL GOVERNMENT CODE TO FORM A MUTUAL AID LAW ENFORCEMENT TASK FORCE IN ORDER TO COOPERATE IN CRIMINAL INVESTIGATIONS AND OTHER LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE CHIEF OF POLICE TO TAKE ALL NECESSARY ACTIONS UNDER THE AGREEMENT

FINAL READING OF A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH STERLING COUNTY PURSUANT TO SECTION 362.002 OF THE TEXAS LOCAL GOVERNMENT CODE TO FORM A MUTUAL AID LAW ENFORCEMENT TASK FORCE IN ORDER TO COOPERATE IN CRIMINAL INVESTIGATIONS AND OTHER LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE CHIEF OF POLICE TO TAKE ALL NECESSARY ACTIONS UNDER THE AGREEMENT

FINAL READING OF A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH HOWARD COUNTY PURSUANT TO SECTION 362.002 OF THE TEXAS LOCAL GOVERNMENT CODE TO FORM A MUTUAL AID LAW ENFORCEMENT TASK FORCE IN ORDER TO COOPERATE IN CRIMINAL INVESTIGATIONS AND OTHER LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE CHIEF OF POLICE TO TAKE ALL NECESSARY ACTIONS UNDER THE AGREEMENT

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

ROUTINE BUSINESS

Mayor Pro Tem Benavides reviewed the vouchers. Motion was made by Mayor Pro Tem Benavides, seconded by Councilmember McDonald, with all members of the Council voting "aye" approving vouchers in the amount of \$550,764.83 (07/24/14), \$1,158,894.25 (07/31/14) and \$1,157,239.02 (08/07/14).

NEW BUSINESS

CONSIDERATION OF PLACING A PROPOSAL ON THE SEPTEMBER 23, 2014 CITY COUNCIL AGENDA TO ADOPT THE TAX RATE OF \$0.856640/\$100 (WHICH INCLUDES A DEBT SERVICE RATE OF \$0.212239/\$100 AND A M & O RATE OF \$0.644402/\$100) FOR THE 2014/2015 FISCAL YEAR

Motion was made by Mayor Pro Tem Benavides, seconded by Councilmember Boyd, with all members of the Council voting "aye" approving the above captioned proposal.

CALL FOR THE FIRST PUBLIC HEARING ON THE PROPOSED TAX RATE TO BE HELD ON TUESDAY, AUGUST 26, 2014 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS LOCATED AT 307 EAST 4TH STREET, BIG SPRING, TEXAS AND CALL FOR THE 2ND PUBLIC HEARING ON THE PROPOSED TAX RATE TO BE HELD ON TUESDAY, SEPTEMBER 9, 2014 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS LOCATED AT 307 EAST 4TH STREET, BIG SPRING, TEXAS

Motion was made by Councilmember Harbour, seconded by Mayor Pro Tem Benavides, with all members of the Council voting "aye" approving to call the above captioned public hearings.

(Councilmember Marquez joined the meeting.)

CALL FOR A PUBLIC HEARING ON THE PROPOSED 2014-2015 ANNUAL BUDGET TO BE HELD ON TUESDAY, SEPTEMBER 9, 2014 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS LOCATED AT 307 EAST 4TH STREET, BIG SPRING, TEXAS

Motion was made by Councilmember Myers, seconded by Councilmember Boyd, with all members of the Council voting "aye" approving to call the above captioned public hearing.

CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT WITH LUBBOCK COUNTY REGARDING REALLOCATION OF JAG GRANT FUNDS AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

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

CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH SUNDT CONSTRUCTION, INC. AND PRICE CONSTRUCTION, LTD. FOR WATER USE DURING CONSTRUCTION OF THE US 87 RELIEVER ROUTE AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

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

EXECUTIVE SESSION

QUARTERLY UPDATE FROM BIG SPRING ECONOMIC DEVELOPMENT CORPORATION

No executive session was held but Mr. Wegman updated the Council in open meeting on the progress of some current projects.

CITY MANAGER'S REPORT

Mr. Darden had no report at this time.

COUNCIL INPUT

Mayor McLellan encouraged everyone to keep trash picked up.

Councilmember Myers and Harbour encouraged citizens to attend the public hearings at the next couple of council meetings.

Councilmember McDonald expressed that the Ports to Plains Corridor, specifically the construction of an intersection at Hwy 87 and Interstate Hwy 20, provides a great opportunity for the City of Big Spring community and requested that a discussion item concerning the appointment of an ADHOC Committee be put on the next Council Agenda.

ADJOURN

Mayor McLellan adjourned the meeting at 6:15 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

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

MAY 14, 2014

The Board of Directors of the Howard County Appraisal District (HCAD) met for their Regular Meeting on May 14, 2014 at 5:15 pm. Directors present were Donnie Baker, Dale Humphreys, Donnie Reid and Kathy Sayles. Ronny Babcock and Lisa Reyna represented the HCAD. Brenda Claxton, representing Howard College, was present as well.

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

No one was registered for public comments.

The minutes for April 9, 2014 were reviewed and approved on a motion from Dale Humphreys with a second from Donnie Reid. Motion carried 4 to 0.

The bills for April, 2014 were reviewed and approved on a motion from Donnie Reid with a second from Dale Humphreys. Motion carried 4 to 0.

The financial report for April, 2014 was reviewed and approved on a motion from Kathy Sayles with a second from Donnie Reid. Motion carried 4 to 0.

The Travel expense were reviewed and approved by Dale Humphreys and seconded from Kathy Sayles. Motion carried 4 to 0.

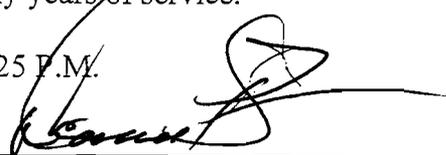
The board set the date of June 11, 2014 for the 2015 Budget Workshop.

Kevin Telchik from Stephens, Stephens and Telchik went over the 2013 Audit Report. Kathy Sayles motioned to approve the 2013 Audit Report as presented. Donnie Reid seconded the motion. Motion carried 4 to 0.

The chairman presented Dale Humphreys a plaque for his many years of service.

With no other business to discuss, the meeting adjourned at 6:25 P.M.

Secretary, Dale Humphreys


Chairman, Donnie Baker

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, APPROVING A REZONE ON APPROXIMATELY 29.4 ACRES LOCATED IMMEDIATELY SOUTHWEST OF THE INTERSECTION OF US HIGHWAY 87 AND VILLAGE ROAD FROM SINGLE-FAMILY DWELLING (SF-2) AND AGRICULTURAL (A) TO LIGHT COMMERCIAL (LC) DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS DISCUSSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the Planning and Zoning Commission has given its approval of the rezone of said 29.4 acres, Howard County, Texas.

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

SECTION 1. The rezone from Single Family Dwelling (SF-2) and Agriculture (AG) to Light Commercial (LC), Big Spring, 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 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.

SECTION 4. It is officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 26th day of August, 2014, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 9th day of September, 2014, with all members present voting "aye" for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

DESCRIPTION

FOR A 4.801 ACRE TRACT OF LAND SITUATED IN THE TEXAS & PACIFIC RAILWAY COMPANY SURVEY, HOWARD COUNTY, TEXAS, BEING ALL OF A CALLED 3.08 ACRE (TRACT 2) TRACT AND ALL OF A CALLED 1.74 ACRE (TRACT 3) TRACT AS DESCRIBED IN A WARRANTY DEED TO D. KAY COTTON AND RECORDED IN VOLUME 969, PAGE 778 AND IN A DEED OF TRUST TO JOHN T. FERGUSON, TRUSTEE AND RECORDED IN VOLUME 975, PAGE 162 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 4.801 ACRE TRACT OF LAND, AS SHOWN ON THE ACCOMPANYING PLAT, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING at a ¾" iron pipe found for the northwest corner of said 3.08 acre tract, same being the most westerly southwest corner of a called 45.23 acre tract as described in a deed to Jerry Worthy and recorded in Volume 434, Page 570 of the Deed Records of said County, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 6" metal gate post found for the northwest corner of said 45.23 acre tract bears, N 13°24'14" W a distance of 188.05 feet;

THENCE with the north line of said 3.08 acre tract, same being the west line of said 45.23 acre tract, N 77°41'57" E for a distance of 406.75 feet to a fence post found for the northeast corner of said 3.08 acre tract, same being an angle point on the west line of said 45.23 acre tract, for the northeast corner hereof;

THENCE with the east boundary line of said 3.08 acre tract, same being the west line of said 45.23 acre tract, S 12°37'08" E for a distance of 424.26 feet to a ¾" iron pipe found for the southeast corner of said 3.08 acre tract, same being an angle point on the west line of said 45.23 acre tract, same being the north line of the Remainder Portion of a called 11.67 acre tract as described in a deed to District 8 Baptist Encampment, Inc. and recorded in Volume 187, Page 214 of the Deed Records of said County, for an angle point hereof;

THENCE departing the west line of said 45.23 acre tract, with the south line of said 3.08 acre tract, same being the north line of said Remainder Portion, N 78°01'51" W for a distance of 65.85 feet to a ½" iron rod with "Baker-Aicklen" cap set for the northwest corner of said Remainder Portion, same being the northeast corner of said 1.74 acre tract, for an angle point hereof;

THENCE departing the south line of said 3.08 acre tract, with the west line of said Remainder Portion, in part with the east line of said 1.74 acre tract, S 12°22'59" E for a distance of 146.42 feet to a ½" iron rod with "Baker-Aicklen" cap set for the southeast corner of said 1.74 acre tract, same being the northeast corner of a called 0.77 acre tract as described in said deed to D. Kay Cotton and said deed to John T. Ferguson, Trustee, for the southeast corner hereof;

THENCE in part with the south line of said 1.74 acre tract, in part with the north line of said 0.77 acre tract, S 77°38'06" W for a distance of 333.16 feet to a ½" iron rod with "CRIN-BRADSHAW" cap found for the southwest corner of said 1.74 acre tract, same being on the east right-of-way line of Christian Road (no record found), for the southwest corner hereof;

THENCE in part with the west line of said 1.74 acre tract, same being the east right-of-way line of said Christian Road, N 12°49'46" W for a distance of 298.17 feet to a ½" iron rod with "Baker-Aicklen" cap set for the northwest corner of said 1.74 acre tract, same being the south line of said 3.08 acre tract, same being an interior corner of said Christian Road, for an interior corner hereof;

THENCE departing the west line of said 1.74 acre tract, with the south line of said 3.08 acre tract, same being the east right-of-way line of said Christian Road, N 78°01'51" W for a distance of 11.04 feet to a ½" iron rod with "Baker-Aicklen" cap set for the southwest corner of said 3.08 acre tract, same being an angle point on the east right-of-way line of said Christian Road, for an angle point hereof;

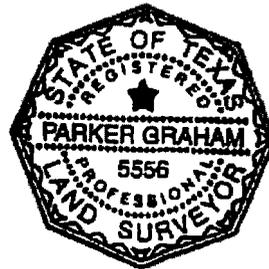
THENCE in part with the west line of said 3.08 acre tract, same being the east right-of-way line of said Christian Road, N 13°05'08" W for a distance of 241.21 feet to the **POINT OF BEGINNING** hereof and containing 4.801 acres of land.

Bearing basis is referenced to grid north, Texas North Central Coordinate System NAD 83, Central Zone (4203).

Surveyed under the direct supervision of the undersigned during November, 2013:



Parker J. Graham
Registered Professional Land Surveyor No. 5556
Baker-Aicklen & Assoc., Inc.
507 West Liberty Avenue
Round Rock, TX 78664



Job No 2245-8-002-22

Filename: K:\PROJECTS\2245-3-001_Big Spring 30 Acre Tract\BA-Survey\METES AND BOUNDS\24.603 ACRE TRACT.doc

DESCRIPTION

FOR A 24.603 ACRE TRACT OF LAND SITUATED IN THE TEXAS & PACIFIC RAILWAY COMPANY SURVEY, HOWARD COUNTY, TEXAS, BEING A PORTION OF A 45.23 ACRE TRACT AS DESCRIBED IN A DEED TO JERRY WORTHY AND RECORDED IN VOLUME 434, PAGE 570 OF THE DEED RECORDS OF SAID COUNTY, SAID 24.603 ACRE TRACT OF LAND, AS SHOWN ON THE ACCOMPANYING PLAT, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING at a calculated point on the east boundary line of said 45.23 acre tract, same being the southeast corner of Section One, Village at the Spring, a subdivision according to the plat recorded in Volume 478, Page 408 of the Deed Records of said County, same being the intersection of the south right-of-way line of Village Road and the west right-of-way line of U.S. Highway 87, for the northeast corner and **POINT OF BEGINNING** hereof, from which a TXDOT Type I concrete monument found for an angle point on the east boundary line of said 45.23 acre tract, same being the west right-of-way line of said U.S. Highway 87 bears, N 24°34'50" W a distance of 377.44 feet;

THENCE with the east boundary line of said 45.23 acre tract, same being the west right-of-way line of said U.S. Highway 87, the following three (3) courses and distances:

- 1) **S 24°34'50" W** for a distance of 48.50 feet to a TXDOT Type I concrete monument found, for an angle point hereof,
- 2) **S 33°11'29" W** for a distance of 101.26 feet to a TXDOT Type I concrete monument found, for an angle point hereof, and
- 3) **S 24°32'52" W** for a distance of 174.72 feet to a calculated point for the northeast corner of a Texas & Pacific Railway tract, for an angle point hereof;

THENCE departing the west right-of-way line of said U.S. Highway 87, with the east boundary line of said 45.23 acre tract, same being the boundary line of said Texas & Pacific Railway tract, the following three (3) courses and distances:

- 1) **N 65°26'25" W** for a distance of 100.00 feet to a calculated point, for the northwest corner of said Texas & Pacific Railway tract, for an angle point hereof,
- 2) **S 24°33'35" W** for a distance of 99.99 feet to a calculated point, for the southwest corner of said Texas & Pacific Railway tract, for an angle point hereof, and
- 3) **S 65°26'25" E** for a distance of 100.00 feet to a calculated point on the west right-of-way line of said U.S. Highway 87, same being the southeast corner of said Texas & Pacific Railway tract, for an angle point hereof;

THENCE continuing with the east boundary line of said 45.23 acre tract, same being the west right-of-way line of said U.S. Highway 87, the following three (3) courses and distances:

- 1) **S 24°32'52" W** for a distance of **423.89** feet to a TXDOT Type I concrete monument found, for an angle point hereof,
- 2) **S 08°14'09" W** for a distance of **104.86** feet to a TXDOT Type I concrete monument found, for an angle point hereof, and
- 3) **S 24°42'20" W** for a distance of **226.78** feet to a calculated point for the southeast corner of said 45.23 acre tract, same being the northeast corner of a called 11.67 acre tract as described in a deed to District 8 Baptist Encampment, Inc. and recorded in Volume 187, Page 214 of the Deed Records of said County, for the southeast corner hereof;

THENCE departing the west right-of-way line of said U.S. Highway 87, with the south boundary line of said 45.23 acre tract, same being the north boundary line of said 11.67 acre tract, **N 77°54'01" W** for a distance of **566.68** feet to a calculated point for the southeast corner of a called 3.08 acre tract as described in a deed to Richard C. Milstead, Trustee and recorded in Volume 325, Page 158 of the Deed Records of said County, for the most southerly southwest corner hereof;

THENCE through the interior of said 45.23 acre tract, same being the boundary line of said 3.08 acre tract, the following two (2) courses and distances:

- 1) **N 12°32'27" W** for a distance of **423.95** feet to a calculated point for the northeast corner of said 3.08 acre tract, for an angle point hereof, and
- 2) **S 77°46'29" W** for a distance of **406.61** feet to a calculated point on the west boundary line of said 45.23 acre tract, same being the northwest corner of said 3.08 acre tract, for the most westerly southwest corner hereof;

THENCE with the west boundary line of said 45.23 acre tract, **N 13°24'14" W** for a distance of **188.05** feet to a 6" metal gate post found for the northwest corner of said 45.23 acre tract, same being the southwest corner of a called 15.49 acre tract as described in a deed to the City of Big Spring, Texas and recorded in Volume 389, Page 194 of the Deed Records of said County, for the northwest corner hereof;

THENCE with the north boundary line of said 45.23 acre tract, same being the south boundary line of said 15.49 acre tract, the following three (3) courses and distances:

- 1) **N 50°51'29" E** for a distance of **769.59** feet for to a calculated point, for an angle point hereof,
- 2) **N 24°38'44" E** for a distance of **153.12** feet to a calculated point, for an angle point hereof, and

- 3) **N 16°30'00" W** for a distance of **23.73** feet to a calculated point for the southwest corner of a called 61.24 acre (Tract 1) tract as described in a deed to Fort Worth National Bank, Trustee for the Dora Roberts Foundation Trust and recorded in Volume 417, Page 715 of the Deed Records of said County, being on the 2,545.00' contour line of the south shore of Cosden Country Club Lake, for an angle point hereof;

THENCE continuing with the north boundary line of said 45.23 acre tract, same being the south boundary line of said 61.24 acre tract, following the said 2,545.00' contour line of the south shore of Cosden Country Club Lake, the following five (5) courses and distances:

- 1) **N 52°15'21" E** for a distance of **61.70** feet for to a calculated point, for an angle point hereof,
- 2) **N 25°57'39" W** for a distance of **50.00** feet to a calculated point, for an angle point hereof,
- 3) **N 83°22'21" E** for a distance of **86.00** feet to a calculated point, for an angle point hereof,
- 4) **N 20°52'21" E** for a distance of **67.00** feet to a calculated point, for an angle point hereof,
- 5) **S 54°52'39" E** for a distance of **240.00** feet to a calculated point, for an angle point hereof;

THENCE departing the south boundary line of said 61.24 acre tract, through the interior of said 45.23 acre tract the following eight (8) courses and distances:

- 1) **S 21°13'10" W** for a distance of **29.82** feet to a calculated point, for an angle point hereof,
- 2) **S 04°14'49" E** for a distance of **88.43** feet to a calculated point, for an angle point hereof,
- 3) **S 10°25'39" E** for a distance of **72.41** feet to a calculated point, for an angle point hereof, and
- 4) **S 18°57'51" E** for a distance of **65.60** feet to a calculated point, for an angle point hereof,
- 5) **S 14°17'20" E** for a distance of **117.72** feet to a calculated point, for an angle point hereof,
- 6) **S 47°21'10" E** for a distance of **27.10** feet to a calculated point, for an angle point hereof,

- 7) S 16°39'34" E for a distance of 24.48 feet to a calculated point, for an angle point hereof, and
- 8) N 43°53'20" E for a distance of 213.49 feet to a ½" iron rod found for an angle point on the south boundary line of said Village At the Spring Subdivision, for an angle point hereof;

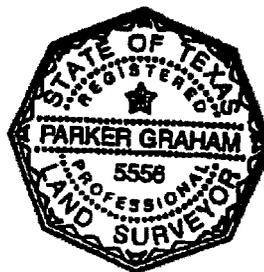
THENCE continuing through the interior of said 45.23 acre tract, same being the west boundary line of said Village At the Spring Subdivision, the following four (4) courses and distances:

- 1) S 89°27'03" E for a distance of 125.10 feet to a ½" iron rod found, for an angle point hereof,
- 2) N 61°38'29" E for a distance of 175.86 feet to a ¾" iron pipe found on the south right-of-way line of said Village Road, for a non-tangent point of curvature hereof,
- 3) with the arc of a curve to the left, having a radius of 225.01 feet, an arc length of 54.38 feet, a central angle of 013°50'52", and a chord which bears, S 48°14'26" E for a distance of 54.25 feet to a calculated point of tangency, for a point of tangency hereof, and
- 4) S 55°09'53" E for a distance of 26.55 feet to the **POINT OF BEGINNING** hereof and containing 24.603 acres of land.

Bearing basis is referenced to grid north, Texas North Central Coordinate System NAD 83, Central Zone (4203).

Surveyed under the direct supervision of the undersigned during June, 2013:


Parker J. Graham
Registered Professional Land Surveyor No. 5556
Baker-Aicklen & Assoc., Inc.
507 West Liberty Avenue
Round Rock, TX 78664



Job No: 2245-3-001-21
Filename: K:\PROJECTS\2245-3-001_Big Spring 30 Acre Tract_BA-Survey\METES AND BOUNDS\24.603 ACRE TRACT.doc

Survey of a portion of the East 1/4 of the Southeast 1/4 of Section 26, T42N, R10E, S10W, 10th Survey, 10th Range, 10th Meridian, Howard County, Texas.

DATE OF SURVEY: 08/26/14

ASSUMPTIONS

1. All measurements were taken with a total station or other electronic instrument, and all measurements were taken in accordance with the standards of the International Geomatics Association (IGA).
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All of the measurements of length were taken in accordance with the standards of the International Geomatics Association (IGA).

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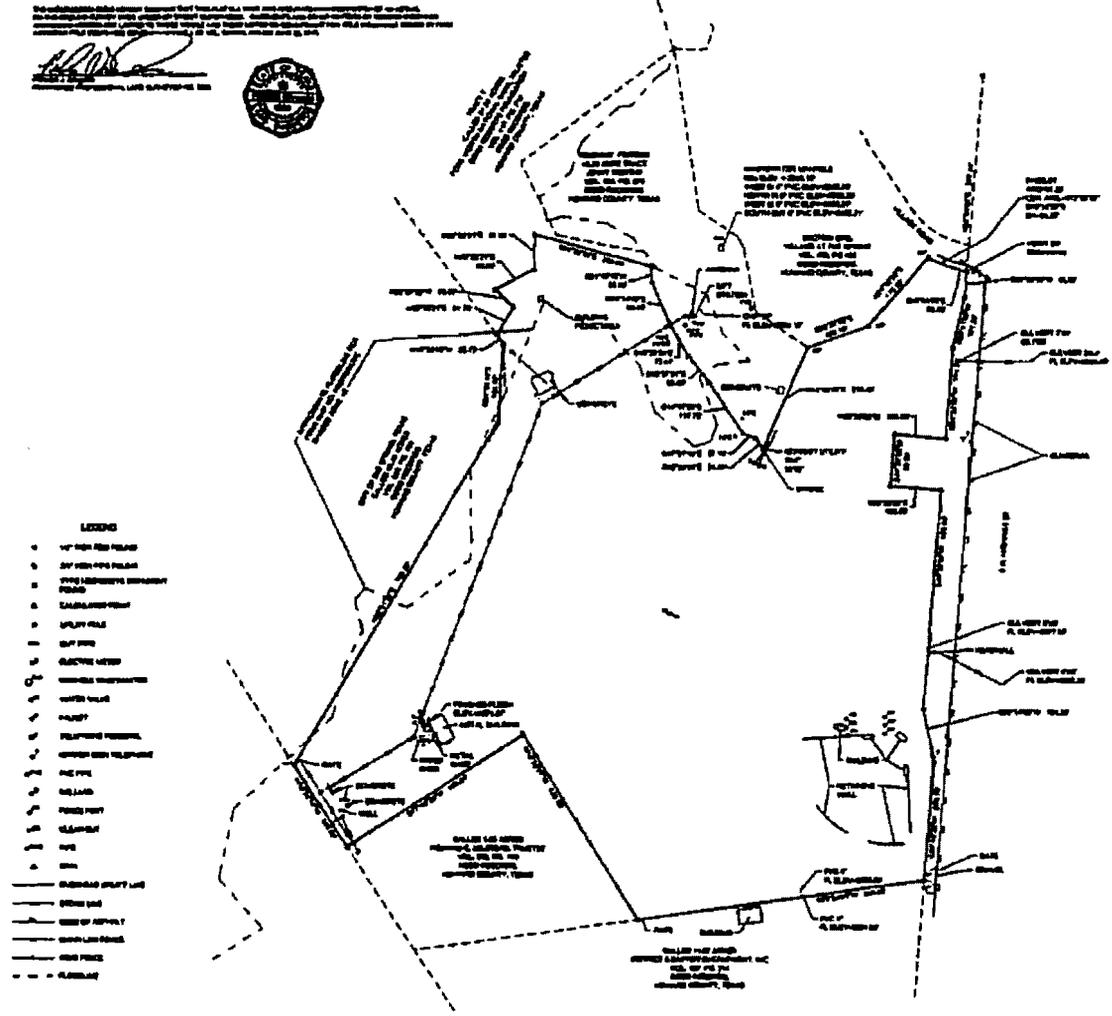
ASSUMPTIONS CONTINUED

All of the measurements of length were taken in accordance with the standards of the International Geomatics Association (IGA).

All of the measurements of length were taken in accordance with the standards of the International Geomatics Association (IGA).

All of the measurements of length were taken in accordance with the standards of the International Geomatics Association (IGA).

[Signature]
Surveyor



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<p>LAND TITLE SURVEY 34.00 ACRES HOWARD COUNTY, TEXAS</p>	<p>NO 20 PROF LLC</p> <p>LTS 34.00 ACRES</p>	<p>DATE: 08/26/14</p>		<p>BAKER-AICKLEN & ASSOCIATES, INC.</p> <p>10000 W. 10TH STREET, SUITE 100 DALLAS, TEXAS 75243 PHONE: 972-412-1000 FAX: 972-412-1001 WWW.BAKER-AICKLEN.COM</p>
		<p>BY: [Signature]</p>	<p>DATE: 08/26/14</p>	

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS REPEALING AND REPLACING CHAPTER ELEVEN OF THE BIG SPRING CODE OF ORDINANCES ENTITLED, "GARBAGE AND OTHER REFUSE" BY AMENDING EXISTING DEFINITIONS; PROVIDING ADDITIONAL DEFINITIONS FOR COMMERCIAL AND RESIDENTIAL ACCOUNTS; CLARIFYING EXISTING REGULATIONS REGARDING COLLECTIONS, DISPOSAL, AND USE OF THE CITY LANDFILL; REQUIRING TRANSPORTED WASTE TO BE SECURED; ESTABLISHING NEW FEES FOR COLLECTION SERVICES AND WASTE DISPOSAL; RENUMBERING SECTIONS FOR CLARIFICATION; PROVIDING FOR A MAXIMUM PENALTY OF \$1000.00; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds it to be in the public interest to regulate the use, placement, maintenance and fees associated with the landfill located within the City of Big Spring; and

WHEREAS, the City Council finds that the public health, 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 AS FOLLOWS:

SECTION 1. THAT the City of Big Spring Ordinance Chapter 11 entitled, "Garbage and Other Refuse", shall hereby be repealed and replaced with a new Chapter 11 to read in its entirety as follows:

GARBAGE AND OTHER REFUSE

CHAPTER 11

Article 1. In General

Sec. 11-1. Definitions.

For the purposes of this Chapter, the following words and phrases shall have the meaning herein ascribed to them:

- (A) "Garbage" shall include, among other similar matter, all animal or vegetable matter, such as waste materials and refuse from kitchens, residences, grocery stores, butcher shops, restaurants, cafes, hotels, and rooming and boarding houses.

- (B) “Municipal Solid Waste” or “M.S.W.” shall include solid waste resulting from or incidental to municipal, community, commercial, institutional and recreational activities.
- (C) “Hazardous Waste” shall mean any solid waste identified or listed as hazardous waste by the United States Environmental Protection Agency (USEPA).
- (D) “Industrial Solid Waste” shall include any solid waste resulting from and/or incidental to any process of industry, manufacturing, mining or agricultural operations, including:
 - (1) *CLASS I* – toxic, corrosive, flammable, strong sanitized or irritant that presents a danger to human life;
 - (2) *CLASS II* – waste that is not Class I or III; or
 - (3) *CLASS III* – inert or insoluble materials such as rock, brick, glass, dirt, or plastics.
- (E) “Special Waste” shall include:
 - (1) Small quantities of Hazardous Waste;
 - (2) Health Care Facility waste (i.e. medical waste);
 - (3) Municipal water and waste water sludge;
 - (4) Septic tank waste;
 - (5) Grease and grit trap waste;
 - (6) Slaughter house waste;
 - (7) Dead animals;
 - (8) Used acid batteries;
 - (9) Oil filters;
 - (10) ACM or PCB materials;
 - (11) White goods which contained Freon, unless certified free by a licensed service person; and
 - (12) Any other waste requiring special handling.

- (F) “Commercial Account” shall mean a municipal solid waste collection account for a business, such as hotels, restaurants, industrial/manufacturing operation, prisons, hospitals, nursing homes, apartment complexes, mobile home parks, recreational vehicle parks, etc.
- (G) “Debris” shall include dirt, concrete, rocks, bricks, construction material or other similar wastes.
- (H) “Trash” shall include any household trash and any refuse other than garbage, debris or brush, as herein defined.
- (I) “Brush/Trimmings” shall mean tree and shrub trimmings and grass clippings.
- (J) “Residential Account” shall mean an account for municipal solid waste collection for residential units, single family dwellings, and multiple family dwellings, etc.

Sec. 11-2. Proper Disposal/Transportation of Waste.

- (A) Each owner, occupant, tenant or lessee owning and/or occupying any residence, building, house or structure within the corporate limits of the city as a place of residence or as a place of business is hereby required to place all trash and/or garbage being disposed of from the premises in plastic trash bags or other appropriate disposable containers that are secured to prevent scattering of refuse. The bags or disposable containers shall be placed unbroken in the city furnished containers.
- (B) It is hereby declared to be unlawful for any person to place any garbage or trash on the ground, in an open box or container, to store the same in any receptacle other than containers meeting the requirements of this Chapter, or to place garbage or trash in city furnished containers not otherwise assigned for their individual use.
- (C) Commercial and Residential Account holders shall not share the same container.
- (D) It is hereby declared unlawful for any person to place Brush/Trimmings, rocks, dirt, construction material or any other material listed in Section 11-4 in any city furnished container.
- (E) It shall be unlawful for any person or persons, firm or corporation, to fail to properly secure loose garbage, trash or other waste for transporting by way of tarpaulin, net, or other means to effectively prevent the blowing or spilling of waste onto streets, highways, or thoroughfares within the city.

Sec. 11-3. Unauthorized Usage of City Furnished Containers.

It is hereby unlawful for any person or persons, firm or corporation, to place or remove, or cause to be placed or removed, garbage or refuse in a container not specifically assigned to that person, firm or corporation.

Sec. 11-4. Waste Not Collected by City Sanitation Department.

The following material shall not be collected by the City Sanitation Department and therefore shall not be placed in city furnished containers:

- (A) Manure from private stables;
- (B) Offal and refuse from animals and fowl;
- (C) Night soil;
- (D) Dead animals and fowl;
- (E) Building/construction materials;
- (F) Furniture;
- (G) Brush/trimmings; and
- (H) All other waste not mentioned in Section 11-1, hereinafter called "Refuse."

The above described waste shall be kept in a suitable receptacle separate from the containers furnished by the city and shall not be dumped in the alleys or retained on the premises so as to become a nuisance, and the same shall be properly disposed of by the owner thereof.

Sec. 11-5. Collection by City Generally; Exception.

- (A) All residential, business and commercial establishments within the corporate limits of the city shall be required to subscribe to the City's M.S.W. collection and disposal service and pay the charges provided therefore by this Chapter.
- (B) The collection of M.S.W. in the city shall be a part of the duties of the City Sanitation Department, the employees of which shall make periodic M.S.W. pickups throughout the city from the M.S.W. containers provided by the city and/or citizens of the city as required by this Chapter.
- (C) It shall be unlawful for any person, firm or corporation, other than employees of the City Sanitation Department, to collect M.S.W. in the city, unless otherwise approved by the Public Works Director.

- (D) Exception: The private collection of brush, shrubs, leaves, grass and tree trimmings and cutting of such for hire, or otherwise, shall be allowed notwithstanding the provisions of this Section. Provided however, such brush, shrubs, grass, and tree trimmings and cuttings shall be transported in a covered vehicle to the City Landfill located at 4100 E FM 700.

Sec. 11-6. Collection of City Furnished Containers.

- (A) The city will, in selected locations as determined by the Sanitation Department and approved by the Public Works Director, place containers of varying capacity for the collection of garbage and trash. Each person, firm or corporation shall be notified by the Sanitation Department of the container location assigned to that person, firm or corporation. The use of other containers is not permitted. The Sanitation Department shall place the appropriate sized containers throughout the city in such a manner to adequately serve all residential and commercial accounts. If the volume of garbage from any one commercial account is sufficient to justify a separate container for that establishment, the Sanitation Department shall so place a container at that location. Notwithstanding conflicting provisions herein and subject to the approval of the Public Works Director or his designee, Commercial Account holders may place garbage containers at designated locations.
- (B) The City of Big Spring shall provide individual roll-out trash containers to Residential Account holders where it is impractical to service the collection of solid waste through the utilization of 1 ½ yards or larger containers. The account holder shall be responsible for the safe keeping of the container. The containers must be rolled out on the morning of the scheduled pick up and returned to a place of safe keeping after it has been serviced by the Sanitation Department. If an individual roll out container is lost or destroyed, the account holder will be required to pay the full cost of a replacement container.
- (C) It shall be unlawful for any person, firm or corporation to block access to solid waste containers placed by the Sanitation Department in a manner that hinders the collection of solid waste. In the event a solid waste container is located in a street within ten (10) feet of the driveway of the residence to which it is assigned, there is a rebuttable presumption that the container was placed by the authority of the Public Works Director or his designee. Violations of this Section shall be punishable by a fine in accordance with Section 11-17 of this chapter.

Sec. 11-7. Physical Accessibility of City Furnished Containers.

If any person is not physically capable of accessing a city furnished 1 ½ or 3 yard container for proper disposal of garbage or trash, that person may request that an individual roll-out trash container be provided for their individual use. Requests shall be made in writing to the Public Works Director and a statement from a licensed physician, that of which shall be updated annually, is

required. Failure to update the required physician's statement on an annual basis will result in the removal of the container.

Sec. 11-8. Existing Customers Outside City Limits.

Customers, commercial or residential, that are current customers as of the effective date of this ordinance shall continue to receive service until such account is terminated by the customer or by the city for non-payment. No new accounts outside the city limits shall be permitted.

Article 2. Garbage Collection and Landfill Fees

Sec. 11-9. Fees

(A) Residential Rates – picked up once a week only

- | | | |
|-----|--|----------|
| (1) | Single family dwelling units | \$ 19.10 |
| (2) | Additional roll out for single family dwelling units | \$ 15.50 |
| (3) | Additional requested pick-ups of containers | \$ 10.00 |

Before a sanitation truck is dispatched for an additional pick-up request, the account holder (or his/her designated representative) must:

- (a) be present at the pick-up location at the time of pick-up; or
- (b) execute an “Additional Pick-up Request Form” at the Landfill Office.

(B) Commercial Rates

- | | | |
|-----|---------------------------|----------|
| (1) | One collection each week: | |
| (a) | 1.5 cu. yd. Container | \$ 32.85 |
| (b) | 3 cu. yd. Container | \$ 42.19 |
| (2) | Two collections weekly: | |
| (a) | 1.5 cu. yd. Container | \$ 65.70 |
| (b) | 3 cu. yd. Container | \$ 84.38 |

- (3) Four collections weekly:
 - (a) 1.5 cu. yd. Container \$ 131.40
 - (b) 3 cu. yd. Container \$ 168.76
- (4) Roll-off container service:
 - (a) 30 yd. Container \$ 15.00/day
 - (b) Landfill charge \$ 45.00/ton
 - (c) Scheduled collection service charge (Mon.-Fri.) \$ 150.00
 - (d) Delay charge - (Scheduled collection requiring more than 1 hour) \$ 50.00/half hr
 - (e) Unscheduled collection service charge \$ 250.00
 - (f) Delay charge – (Unscheduled collection requiring more than 1 hour) \$100.00/half hr
- (5) Private Owned Compactor Service:
 - (a) Service charge (scheduled except Wed.) \$ 125.00
 - (b) Service charge (unscheduled except Sat. and Sun.) \$ 250.00
- (C) Landfill Entry/Use Fee/Proof of Residence – All City of Big Spring and Howard County Residents:
 - (1) Landfill entry requires two (2) forms of proof of residence. (Drivers License & utility bill – addresses/name/photo must match) Non City of Big Spring/Howard County waste is not accepted at the landfill.
 - (2) Landfill Charges
 - (a) Limb/Brush/Clippings disposal \$ 45.00/ton
 - (b) Large items or additional household trash \$ 45.00/ton
 - (c) Uncovered Load \$ 15.00

(3) Private Compactor Service – M.S.W. \$ 45.00/ton

(4) Special Waste \$ 100.00/ton

The City Manager’s written approval is required prior to receipt of any waste that, by its physical nature, requires special handling by site personnel.

(5) Environmental Fee: \$ 1.25
(Assessed to each residential or commercial unit)

Sec. 11-10. Failure to Pay.

The charge fixed in this Article for the removal and disposal of M.S.W. at the City Landfill shall be entered by the Finance Director as a charge against each owner, occupant or lessee on the water and wastewater account of the city. Should any person fail or refuse to pay the charges fixed against him/her residence or place of business when due, the city shall be authorized to cut off and disconnect the water and wastewater services to the responsible party’s place of residence or business against which M.S.W. service fees have been fixed and assessed, and, in addition thereto, shall be authorized to discontinue M.S.W. services until said fees have been paid in full.

Sec. 11-11. No Credit for Vacancy of Premises.

No credit will be given on the M.S.W. service charges fixed by this Article to any owner, occupant or lessee of any residence or place of business for vacancy thereof, unless the city is notified in writing at least ten (10) days in advance to discontinue water, wastewater and M.S.W. service to said premises.

Sec 11-12 – Sec 11-13. Reserved.

Article 3. Permits

Sec. 11-14. Permit for Private Collectors.

(A) Permit Required

No person except the duly authorized agents and employees of the city or those persons exempted by Section 11-4 and private collectors permitted under this article shall collect, remove and dispose of M.S.W., empty M.S.W. receptacles, or convey or transport garbage or M.S.W. on the streets, alleys and public thoroughfares of the city, for compensation.

(B) Application

Any private collector desiring a permit to bring M.S.W. into the City Landfill from outside the city limits shall make application therefore to the City Manager or his authorized representative.

Such application shall provide:

- (1) The name and address of the applicant;
- (2) The trade name under which the applicant does or proposes to do business;
- (3) The number of vehicles to be used in said business;
- (4) Whether or not the applicant has been convicted of the violation of any federal, state or municipal law;
- (5) Whether or not the applicant, or any person with whom he has been associated or employed, has a claim or judgment against him/her for damages resulting from the negligent operation of a vehicle;
- (6) The financial ability and responsibility of the applicant and proof of applicant's ability to respond to damages in the event damage occurs to persons or property by reason of the negligent operation of a vehicle on the streets and/or public thoroughfares of the city;
- (7) The nature and character of the service the applicant proposes to render;
- (8) The experience applicant has had in rendering said service;
- (9) Patrons for whom applicant proposes to render this service and any other information the City Manager may require.

(C) Applicant to Furnish List of Customers.

No applicant shall be issued a permit under this article unless a customer list has been provided to the City Manager, or his authorized representative. Any addition or deletion of customers after the permit is issued shall be promptly reported to the City Manager, or his authorized representative. Failure to report changes to the customer listing shall be grounds for revocation of the permit.

(D) Permit Fee.

The fee for a permit required by this Article shall be Four-Hundred dollars (\$400.00) per collection vehicle. Such fee shall be payable in advance before a permit is issued

and may be prorated upon approval of the Public Works Director or his designee. In addition to the permit fee, a disposal fee of Forty-Five dollars (\$45.00) per ton, and other surcharges as prescribed in this chapter, shall be assessed as required.

(E) Investigation.

Upon receipt of an application for a permit required by this article, the City Manager, or his designee, shall make or cause to be made an investigation to determine if the applicant is a fit and proper person to conduct said business and whether or not the public convenience and necessity require the granting of said permit.

(F) Permit to be Attached to Vehicle or Carried on Person; Inspection.

Every permit issued under this article shall be attached to the vehicle used for the collection and removal of M.S.W. or shall be in the possession of the person rendering said service, and shall be subject to inspection at all times.

(G) Permit Not Transferable.

No permit issued under this Article shall be transferable.

(H) Expiration/Renewal.

A permit issued under this Article shall expire on September Thirtieth (30th) of each year and shall be renewed by payment of the required aforementioned fees and compliance with all other provisions of this Article.

(I) Revocation.

A permit issued under this Article may be revoked by the City Manager at any time if such action is deemed to be in the best interest of the public.

Article 4. Enforcement

Sec. 11-15. Inspections by Manager; Authority to Enforce.

It is hereby made the duty of the Manager of the M.S.W. Collection Department, or his designee, to make regular inspection trips to determine whether garbage is being properly disposed of and to further determine if containers of the kind required by this Chapter have been obtained by the persons required to use the same under this Chapter. It is hereby made the duty of said Manager, or his designee, to file a complaint against any person violating any provision of this Chapter in order that said person may be prosecuted therefore.

Sec. 11-16. Penalty.

Any person or persons, firm or corporation who violates any of the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined not less than five dollars (\$5.00) nor more than one thousand dollars (\$1000.00) for each offense, and each violation hereof shall be deemed a separate offense and each day's continuance or failure to comply herewith shall constitute a separate and distinct offense for each of said days.

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

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

SECTION 4. THAT this ordinance shall take effect on October 1, 2014, following its passage in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 26th day of **August, 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 9th day of **September, 2014**, with all members voting "aye" for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary



Memo

Meeting Date: August 26, 2014

To: City Council members

From: Roxanne Johnston, City Planner

Subject: A request for approval of a Planned Development Site Plan for a proposed retail store (Dollar General) at the following location;

Location: A 1.963 acre tract of property located at the southeast corner of Randolph Boulevard and Wasson Road.

Purpose: Approval of this request would allow the applicant to construct a retail store in a Planned Development -8- Neighborhood Services (PD-8-NS) Zoning District.

Contacts: Roxanne Johnston, City Planner 432-264-2319

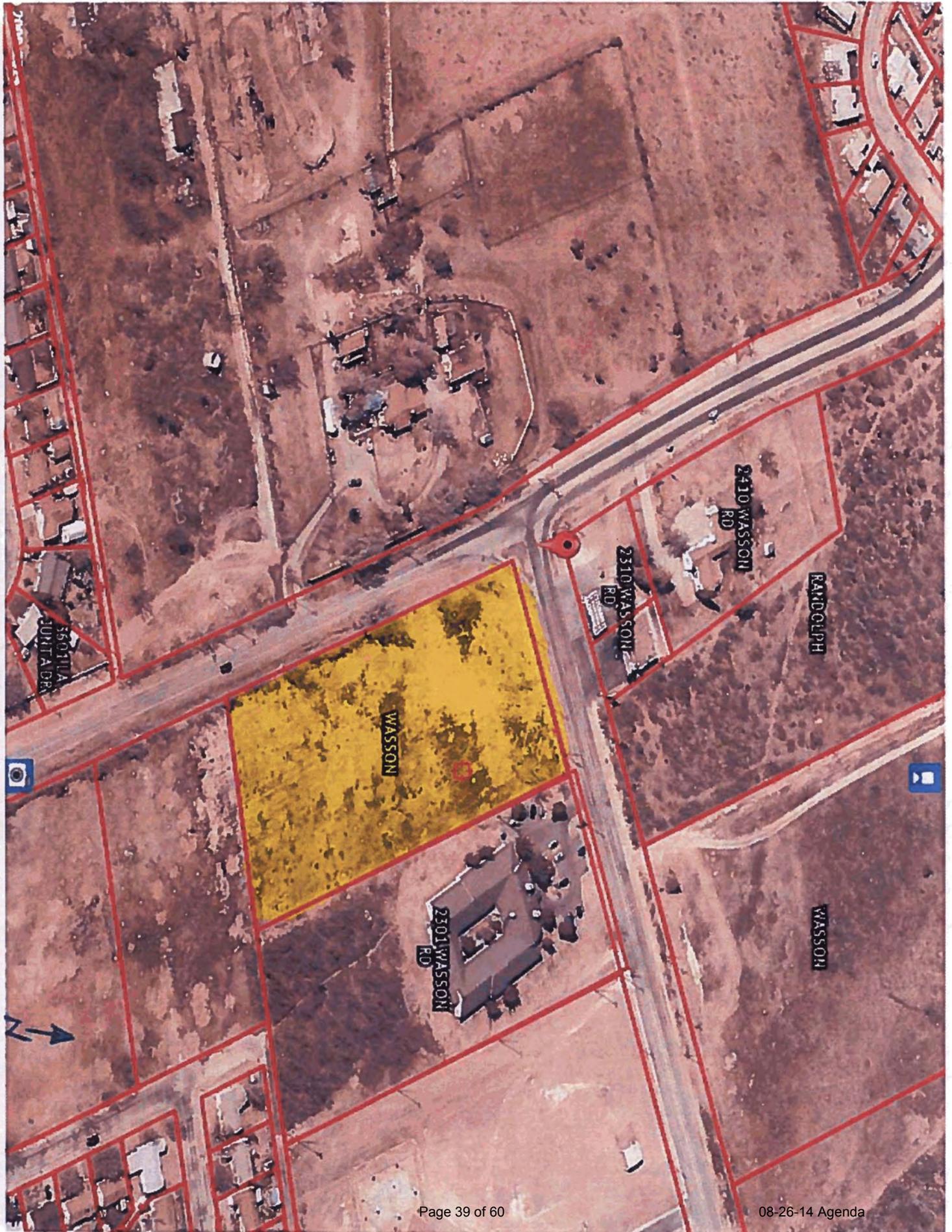
Summary: The City Council may:

- (1) **Recommend approving** the proposed site plan;
- (2) **Recommend approving, with conditions,** the proposed site plan;
- (3) **Recommend tabling** the proposed site plan;
- (4) **Recommend denial** of the proposed site plan.

Recommendation: Staff recommends approving the proposed site plan with conditions listed in the report.

The Planning & Zoning Commission recommended approval of this site plan request by unanimous vote on August 5, 2014.

History and Background:



PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	ROOT SIZE	QTY	REMARKS
CL	Chlorophytum	Desert Yucca	30 gal TCd	3	single trunk
PC	Palmetto distans	Chinese Palmetto	30 gal TCd	2	6' clear trunk
PG	Quercus laevis	Live Oak	30 gal TCd	7	single trunk
OF	Quercus laevis	Live Oak	30 gal TCd	5	6' clear trunk

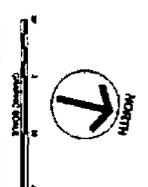
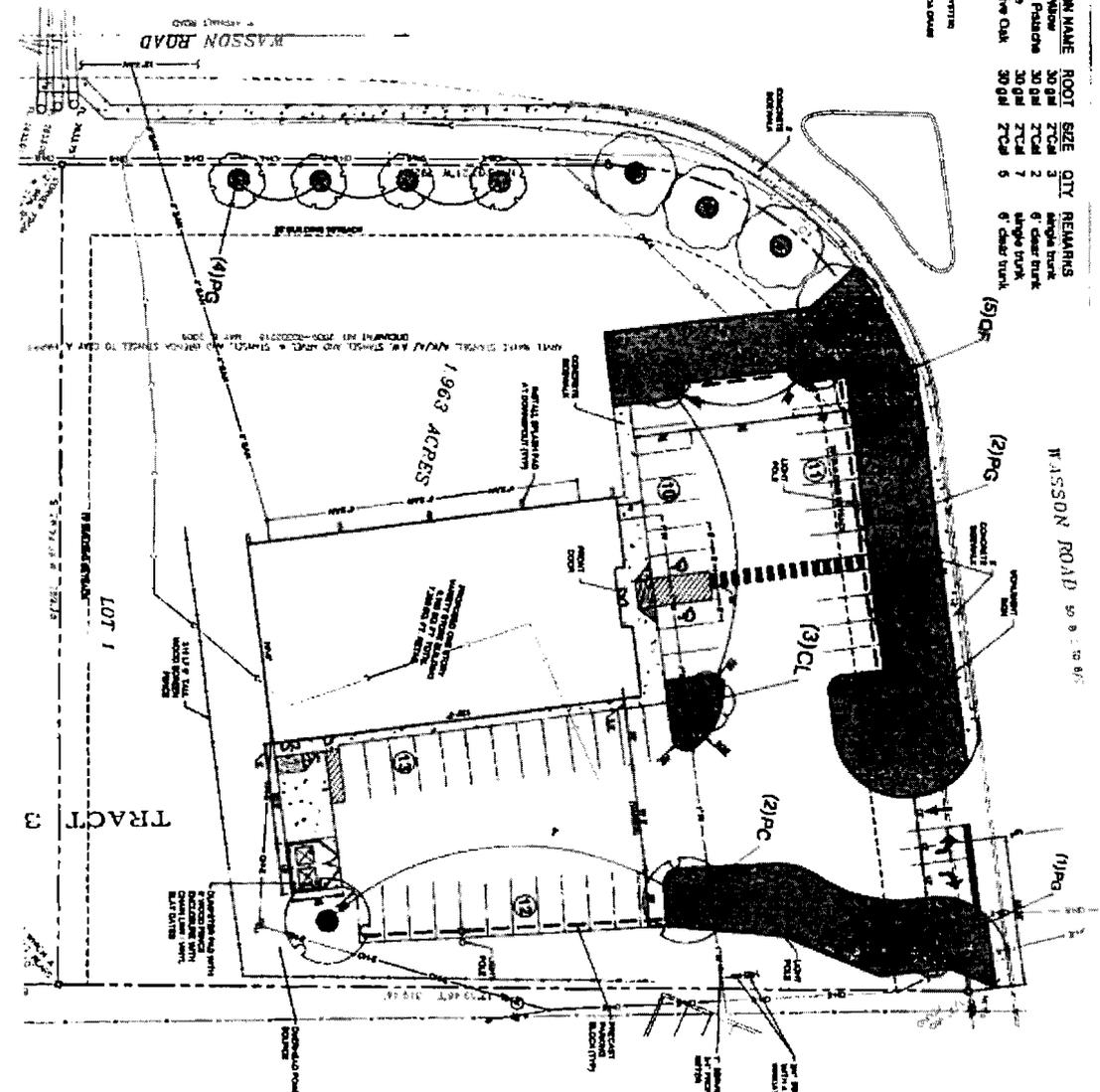
LEGEND
 [Symbol] 1" = 1' scale
 [Symbol] 1" = 1' scale

LANDSCAPE CALCULATIONS

LOT AREA: 1.963 ACRES
 LOT DIMENSIONS: 100' x 100' x 100' x 100'
 TOTAL TREES: 24
 TOTAL ROOT SIZE: 720 gal
 TOTAL COST: \$11,160.00

SITE TABLE

1. LOT DIMENSIONS: 100' x 100' x 100' x 100'



G S & P
 9018 Overlook Boulevard
 Brentwood, TN 37027
 615-578-0870

GASHAM SMITH AND PARTNERS
 1401 Jackson Street
 Nashville, TN 37203
 615-259-1111

BIG SPRING DTP IX, LLC
 9018 Overlook Boulevard
 Brentwood, TN 37027
 615-578-0870

Rev	Date	Description

DATE: 11/11/11
 TIME: 11:11 AM

SCALE: AS SHOWN

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BIG SPRING AND HOWARD COUNTY
FOR OWNERSHIP, CONSTRUCTION, OPERATION AND CLOSURE
OF THE BIG SPRING/HOWARD COUNTY LANDFILL, II**

This agreement for joint ownership, construction, operation and post closure maintenance of the Big Spring/Howard County Landfill, II between the City of Big Spring (hereinafter "City") and the Howard County, Texas (hereinafter "County") is executed pursuant to TEXAS GOVERNMENT CODE, Chapter 791, The Texas Interlocal Cooperation Act. The agreement of the parties is as follows:

WHEREAS, pursuant to an agreement dated August 22, 1974, the City of Big Spring and Howard County, Texas, jointly own and operate the existing Big Spring/Howard County Landfill, which agreement has been supplemented and amended over the intervening years; and

WHEREAS, the City and the County now wish to enter into a new agreement to make provision for the ownership, construction, operation and closure of a new City/County landfill and for the winding up of the previous agreement; and

WHEREAS, the City has begun the purchase of approximately 250 acres and has also begun the permitting process for such new City/County landfill;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and conditions contained herein, the parties agree as follows:

1. Term.

The term of this agreement shall commence on the 1st day of October 2014, and shall continue for so long as the parties continue to own and operate the Big Spring/Howard County Landfill, II and for so long as the parties have responsibility for the closure or post closure maintenance of the landfill property.

2. Agreement.

2.01 The City agrees to provide and perform the following:

1. To own jointly with Howard County, a landfill to be known as the Big Spring/Howard County Landfill, II, which is more particularly identified in the map attached hereto as Exhibit "A;" (hereinafter "the Landfill")
2. To take all actions required to obtain the necessary permit and to construct the Landfill.
3. To maintain and operate the Landfill in accordance with the regulations of the

Texas Commission on Environmental Quality or other state or federal agency;

4. To maintain a Landfill Enterprise Fund as a separate restricted interest bearing account within the City's operating budget and to provide reports on such fund upon request by the County.
5. To maintain a landfill closure/post closure maintenance fund for the Landfill in accordance with the requirements of the Texas Commission on Environmental Quality in an interest bearing account that shall be part of the Landfill Enterprise Fund and to provide reports on the account upon request by the County.

2.02 Howard County agrees to provide and perform the following:

1. To pay to the City the sum of One Million Dollars \$1,000,000.00 as its portion of the costs of procurement of the land, engineering, permit application and initial cell construction for the Landfill. Such payment will be made in two installments of Five Hundred Thousand Dollars (\$500,000.00) each with the first installment to be made on October 1, 2015 and the second installment to be made on October 1, 2016. .
2. To provide an access easement to the Landfill across and over property currently owned by the County, which easement is depicted and identified as "County Access Easement" on Exhibit A.
3. To assist City in construction of the road into the Landfill through the use of County materials, equipment and labor.
4. All funds paid as a result of this agreement shall be paid out of current funds available to the County.

2.03 The Parties agree that the City shall have the right and ability to set fees for use of the Landfill for all residents of the County and all other customers of the Landfill. The City agrees to consult with the County regarding the fee structure for County residents. The City agrees to set such fees each year in a manner that will fully fund the operation, closure and post closure requirements of the Landfill including maintaining a closure/post closure fund in accordance with state and federal law.

2.04 The Parties agree that the prior agreements between them regarding the existing landfill, which are the Interlocal Agreement dated August 22, 1974, the Landfill Closure Agreement dated September 26, 2000, the Consolidation Agreement dated December 14, 2004 and the Interlocal Agreement dated March 1, 2014, (hereinafter the "Prior Agreements") shall remain in full force and effect according to their respective terms and provisions, except that beginning October 1, 2015 the County shall no longer be obligated to make payments for operation, closure or post/closure of the existing landfill under the Prior Agreements.

3. Indemnity.

To the extent allowed by law, each party agrees to hold the other harmless from any and all liability arising out any action relating to or resulting from the actions or inactions of that party's officers, employees or agents relating to the condition of the Landfill or its operation.

4. Force Majeure.

In the event that either Party shall be delayed or hindered in, or prevented from, the performance of any work, service, act, covenant or agreement under this Agreement to be performed by such Party and such delay or hindrance is due to strikes, lockouts, acts of God, state or federal governmental restrictions, enemy acts, civil commotion, fire or other casualty, acts or omissions of other persons or other causes beyond the control of such party, then performance of such work, service, act, covenant or agreement shall be excused for the period of such delay and the period for the performance of such work, service, act, agreement or covenant shall be extended for a period equivalent to the period of such delay. In no event shall such delay by such party constitute a termination of this Agreement. In no event shall any party be liable in any manner whatsoever for a failure to perform this Agreement if such failure is caused in whole or in part by any of the foregoing matters.

5. Headings.

The paragraph headings contained herein are for convenience in reference and are not intended to define, extend or limit the scope of any provisions in this agreement.

6. Notices.

Whenever notice from City to County or County to City is required or permitted by this agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand, (2) facsimile, or other reasonable means (in which case such notice shall be effective upon delivery), or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

County's address for notice is:

County Judge
P.O.Box 1949
Big Spring, Texas 79721

City's address for notice is:

City Manager
City of Big Spring
310 Nolan Street
Big Spring, Texas 79720-2657

Either party may change its address or numbers for purposes of notice by giving written notice to the other party, referring specifically to this agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

7. Construction.

The language of this agreement shall be construed according to its fair meaning and not strictly for or against either party. All words in this agreement refer to whatever number or gender the context requires. Headings are for reference purposes and do not control interpretation. All the terms and words used in this agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular and plural) or any other gender (masculine, feminine, or neuter) as the context or sense of this agreement, or any section or clause hereof may require. The locative adverbs "herein", "hereunder", "hereto", "hereinafter", and like words wherever the same appear herein, mean and refer to this agreement in its entirety and not to any specific paragraph, section or subsection hereof unless otherwise expressly designated in context.

8. Survival of Covenants and Conditions.

It is expressly agreed that all covenants and conditions relating to the rights and obligations of the parties hereto subsequent to the termination of this agreement shall survive the termination and shall continue in full force and effect in accordance with the terms of the specific provision.

9. Waiver.

Any waiver by any party of a breach of any provision of this agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this agreement. The failure of a party to insist upon strict adherence to any term of this agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this agreement. Any waiver must be in writing and signed by a duly authorized representative of the waiving party.

10. Counterparts.

This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This agreement shall not become effective until it is executed by both parties to this agreement.

11. Binding Effect.

This agreement shall be binding upon and inure solely to the benefit of the parties hereto, and their respective successors, employees, agents, representatives, and permitted assigns, and do

other person shall have any legal or equitable right, remedy or claim under or in respect of or by virtue of this agreement or any provision herein contained.

12. Entire Agreement.

This Agreement and the instruments called for by this Agreement constitute the whole agreement of the parties regarding the Landfill as defined herein and supersedes any commitment, agreement, memorandum or understanding previously made by the parties or any of those with respect to the subject matter of this Agreement.

13. Remedies.

The remedies provided to the parties by this agreement are not exclusive or exhaustive, nor cumulative of each other and in addition to any other remedies the parties may have.

14. Attorney's Fees and Costs.

If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

15. Assignment.

This agreement may not be assigned by either party without the written consent of the other party.

16. Modification.

This agreement may be modified only with the consent of the governing bodies of the parties through appropriate written resolutions, executed and delivered to the parties.

Executed this ____ day of _____, 2014.

CITY OF BIG SPRING

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

HOWARD COUNTY

Mark Barr, County Judge

ATTEST:

_____, County Clerk

FEES AND TERMS

Professional fees for this project are based upon the Project Scope of Services stated in this Agreement, which have no initial construction budget. All Scope of Services items shall be paid at a fixed fee not to exceed that listed below:

Fees shall be based upon the following development stages:

<u>SCOPE OF SERVICES ITEMS 1-5:</u>	
Historical Study	\$1,500.00
Review of Similar Sites and Impacts	\$2,500.00
Detailed Site Analysis	\$2,8000.00
Detailed Site Plan and (3) Rendered Perspectives	\$15,000.00
Estimation of Probable Construction Cost	\$500.00
Total	<u>\$22,300.00</u>

Upon acceptance of the Proposal by all required parties, the CONSULTANT shall submit monthly invoices for the above listed services to the OWNER'S office. Payments shall be sent to:

KDC Associates
4400 N. Big Spring, Suite 203
Midland, Texas 79705

EXTRA SERVICES

When extra services, outside of those defined in this Agreement, are required, they shall be billed at an hourly rate of \$150.00. The CONSULTANT shall submit for the OWNER'S approval, an estimate of extra services fees prior to commencement of the service.

RIGHT TO SUSPEND SERVICES

The CONSULTANT shall have the right to suspend services on this project if the CONSULTANT has unpaid invoices over sixty (60) days past due from date of invoice. The OWNER reserves the right to suspend payment if the CONSULTANT is not proceeding with services that will contribute to the timely or proper completion of this project.

LAW

All agreements shall be interpreted and enforced according to the laws of the State of Texas.

REIMBURSABLE EXPENSES

Reimbursable expenses for this project shall include:

1. Any and all fees associated with the required filing of reports, studies, or plans addressing archeological or cultural heritage sites.
2. The filing of plans addressing the Texas Accessibility Standards.
3. All other Federal or State licensing and regulation agencies necessary for construction.
4. Reproduction cost associated with the final drawing and document package.
5. Travel required by OWNER or ARCHITECT outside of the Big Spring/Odessa/Midland, Texas vicinity.
6. Photographic work required by the OWNER.
7. Presentation quality renderings in addition to those listed when required by the OWNER.

**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 determined it was necessary to hire professional services to assist with the study, development and preparation of a new and updated Comprehensive Plan for the City and its extra territorial jurisdiction and a new Airport Master Plan for the McMahon Wrinkle Airport and Industrial Park (collectively referred to herein as the “Comprehensive Plan”); and

WHEREAS, EDC finds that the preparation and implementation of the Comprehensive Plan will increase economic development and promote tourism in the City;

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

2. AGREEMENT

The EDC agrees to pay the City the lump sum amount of Two Hundred Eighty Four Thousand Two Hundred Three Dollars (\$284,203.00) as reimbursement for professional services fees incurred for the study, development and preparation of the Comprehensive Plan. The City will provide documentation detailing the cost of the study.

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

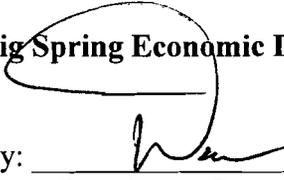
Notice to the City shall be sent to:

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

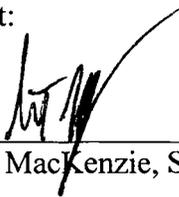
reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

Big Spring Economic Development Corporation

By:  
Don Avant, President

Date executed: _____

Attest:



Scott MacKenzie, Secretary

The City of Big Spring, Texas

By: _____
Larry McLellan, Mayor

Date executed: _____

Attest:

Tami Davis, Asst City Secretary

**PERFORMANCE AGREEMENT BETWEEN
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
AND
THE CITY OF BIG SPRING
INFRASTRUCTURE IMPROVEMENTS NORTH SECTOR**

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, in order to meet the increasing sewer and water infrastructure needs that will allow growth and expanded business opportunities to occur in the northern portions of the City, the City finds it necessary to make certain repairs and improvements to infrastructure specifically, to bore under Interstate 20 in order to lay sewer lines that will increase sewage capacity on the northern side of the city and to make other water and sewer infrastructure improvements in such area; 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” or the “Project”); 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, i.e. 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 financial assistance to the City to fund such infrastructural improvements with the expectation that new jobs will result and existing jobs will be retained as a result of the improvements and that any funds not spent on the Improvements will be refunded to the EDC upon completion of the Project;

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 Dollars and No Cents (\$1,000,000.00) which shall be advanced by EDC to the City under the terms of this Agreement.

Qualified Expenditures. The words “Qualified Expenditures” shall mean the sums paid by the City for those materials, services, costs, expenses, fees and other items that meet the definition of “project” as that term is defined by section 501.103 of the Texas Local Government Code. The parties hereby agree that all expenditures must be for “infrastructure” improvements specifically connected to the repair or replacement (where necessary) of the water and sewer infrastructure benefitting the north sector of the City including pipes, lines, lift stations, labor and materials to bore under the interstate and to lay water and sewer pipe and lines, engineering costs, permitting costs, easement acquisition costs and any other related expenditures that the Parties may deem qualified. The City will provide EDC with sufficient documentation of such expenditures including invoices, receipts, or other documents as requested by EDC.

3. AGREEMENT

The EDC agrees to advance to the City the amount of One Million Dollars and No Cents (\$1,000,000.00) upon execution of this Agreement by the Parties as a grant/loan to be used to fund the Improvements.

The City agrees to provide to EDC no later than the end of the construction period of the Project, invoices for all Qualified Expenditures and to repay any advanced funds not used for Qualified Expenditures no later than thirty days after the end of the construction period.

The City intends to implement Pro rata charges and/or Impact Fees against the benefitted properties to help pay for the Improvements and will require all new developers of eligible properties that will be so benefitted, to execute developer agreements or pay such assessments prior to the issuance of Certificates of Occupancy for such properties.

When the City has fully reimbursed itself for the non qualified expenses it incurred for the Improvements the City will pay 100% of any additional amounts received for Pro Rata charges or Impact Fees to the EDC as repayment for the One Million Dollar Grant.

4. DEFAULT

This agreement shall terminate immediately in the event that the City does not use reasonable diligence to complete the Project.

5. TERM

This Agreement shall be effective for five (5) years 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:

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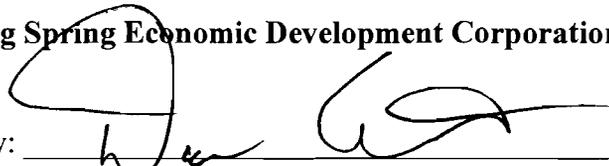
Notice to the City shall be sent to:

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.

Big Spring Economic Development Corporation

By: 
Don Avant, President

Date executed: _____

Attest:



Scott MacKenzie, Secretary

The City of Big Spring, Texas

By: _____
Larry McLellan, Mayor

Date executed: _____

Attest:

Tami Davis, Asst City Secretary

City of Big Spring Investment Report Quarter Ending June 30, 2014

	<u>Market Value</u> 3/31/14	<u>Quarterly</u> <u>Interest</u> <u>Income</u>	<u>Net Additions/</u> <u>Decreases</u>	<u>Market Value</u> 6/30/14
<u>TexPool Funds</u>				
Utility Escrow	\$ -	\$ -	\$ -	\$ -
Airpark	496,610.34	35.64	-	496,645.98
Landfill Closure	2,253,751.49	161.60	-	2,253,913.09
Operating Account	1,731,056.47	124.12	-	1,731,180.59
Cemetery	351,019.92	25.17	-	351,045.09
Health Insurance	-	-	-	-
Total TexPool	\$ 4,832,438.22	\$ 346.53	\$ -	\$ 4,832,784.75
<u>TexSTAR Funds</u>				
Certificates of Obligation	\$ -	\$ -	\$ -	\$ -
Certificates of Obligation 2012	\$ 5,815,535.24	\$ 469.55	\$ -	\$ 5,816,004.79
Total TexSTAR	\$ 5,815,535.24	\$ 469.55	\$ -	\$ 5,816,004.79
Total Funds in Pools	\$ 10,647,973.46	\$ 816.08	\$ -	\$ 10,648,789.54

City of Big Spring Investment Report Quarter Ending June 30, 2014

	Value <u>3/31/14</u>	Quarterly Interest <u>Income</u>	Net Additions/ <u>Decreases</u>	Value <u>6/30/14</u>
Western Bank-				
3/31/2014	\$ 101,388.26	\$ 112.74	-	\$ 101,501.00
9/30/2014	132,329.53	215.15	-	132,544.68
Total Western Bank	\$ 233,717.79	\$ 327.89	-	\$ 234,045.68
Lone Star State Bank				
Maturity 9/30/2014	\$ 100,929.25	\$ 190.26	-	\$ 101,119.51
Maturity 9/30/2014	131,961.37	166.01	-	132,127.38
Total Lone Star Bank	\$ 232,890.62	\$ 356.27	-	\$ 233,246.89
BBVA Compass				
Money Market - 2521127867	\$ 4,519,087.33	\$ 1,126.76	\$ 5,000,000.00	\$ 9,520,214.09
Total BBVA Compass	\$ 4,519,087.33	\$	\$ 5,000,000.00	\$ 9,520,214.09
Total Investments	\$ 15,633,669.20	\$ 1,500.24	\$ 5,000,000.00	\$ 20,636,296.20
BBVA Compass				
Operating Account Balance				\$ 5,488,369.42

**City of Big Spring
Monthly Interest Rates
Quarter Ending June 30, 2014**

	<u>April</u>	<u>May</u>	<u>June</u>	<u>Average</u>
TexPool Funds	0.0300%	0.0200%	0.0300%	0.0269%
TexSTAR Funds	0.0379%	0.0273%	0.0322%	0.0328%
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

**Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, July 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 5:15 p.m. Tuesday, July 15, 2014 in the offices of the Big Spring Economic Development Corporation with Mr. Avant, presiding. The following notice was sent on July 11, 2014 to all Directors, the news media, and duly posted on July 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, July 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 June 17, 2014, Regular Meeting, Action on June Financials, Action on June Investment Reports, Action to Approve Plan of Work/Goals for 2014-2015, 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. Frances Hobbs
Mrs. Nati Saldivar

Directors Absent:

Mr. Scott MacKenzie-Secretary

Staff Present:

Mr. Terry Wegman
Mrs. Teresa Darden

Guests that signed in: Andreia Medlin, Ramon Saldivar, Pat Simmons, TJ Stewart, Steve Campbell, Larry McLellan, Marvin Boyd, Alex Huddleston, Mary F Malone, Mark Morgan, Georgie Newsom, Steven Hobbs, Tammy DePauw, Glen Carrigan, Terry Hansen, Jan Hansen, Raul Marquez

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

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

ACTION ITEM #2- Action on Minutes of the June 17, 2014 Regular Board:

Mr. Avant presented the minutes of the June 17, 2014 Regular Meeting. Motion to accept the June 17, 2014 minutes as written was made by Mr. DePauw, seconded by Mrs. Saldivar. The motion passed 4 to 0 with all members present voting “aye” in favor of the motion.

ACTION ITEM #3- Action on June Financials Report:

Mr. Wegman presented the June Financial report. Motion to approve the June Financial Report was made by Mr. DePauw, seconded by Mrs. Saldivar. The motion passed 4 to 0 with all members present voting “aye” in favor of the motion.

ACTION ITEM #4- Action on June Investment Report:

Mr. Wegman presented the June Investment report. Motion to approve the June Investment Report was made by Mr. DePauw, seconded by Mrs. Saldivar. The motion passed 4 to 0 with all members present voting “aye” in favor of the motion.

AGENDA ITEM #5- Action to Approve Plan of Work/Goals for 2014-2015:

Mr. Wegman presented the Plan of Work/Goals for 2014-2015. Motion to approve the Plan of Work/Goals for 2014-2015 was made by Mr. DePauw, seconded by Mrs. Saldivar. The motion passed 4 to 0 with all members present voting “aye” in favor of the motion.

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

Mr. Wegman presented the BSEDC Policy and Procedures. Motion to approve the BSEDC Policy and Procedures as presented was made by Mr. DePauw, seconded by Mr. Avant. The motion died due to a tie vote with Mr. DePauw and Mr. Avant voting for the motion and Mrs. Saldivar and Mrs. Hobbs voting against the motion. Mr. MacKenzie was absent. BSEDC Policy and Procedures will be put back on the agenda for the next BSEDC meeting.

AGENDA ITEM #7- Directors Report:

Mr. Wegman updated the Board on the Permian Industrial Center which is still in progress. Tax Abatement process is underway for a 120MW wind project. Airpark rail construction has begun. Upcoming meetings include the Ports to Plains Board of Directors meeting on July 16th, held at the Settles Hotel. Request for sponsorship of \$1,000 for the Ports to Plains Annual meeting was made. All directors agreed that BSEDC should sponsor the event. High Ground Board meeting will be in August. TxDot has received funds for road upgrades and a portion has been said to be set aside for the northern portion of the reliever route. Marketing for Leading EDG is underway. The next EDC meeting will be August 19, 2014.

AGENDA ITEM #7- Public Comments

None

AGENDA ITEM # 8- Board Comments

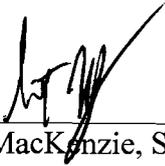
Mr. DePauw stated that it is an exciting time for Big Spring with all the economic activity currently going on. Mrs. Hobbs thanked all in attendance and stated reasons why she voted against the Policy and Procedures. Mrs. Saldivar thanked all in attendance and

stated that she wants to get the Policy and Procedures done. Mr. Avant thanked all in attendance and wants to continue to see and help Big Spring grow.

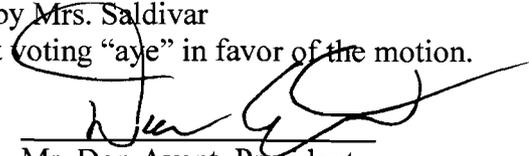
AGENDA ITEM # 9- Adjourn

Mr. DePauw made a motion to adjourn, seconded by Mrs. Saldivar
The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.
Meeting adjourned at 6:02 pm on July 15, 2014.

ATTEST:



Mr. Scott MacKenzie, Secretary/Treasurer



Mr. Don Avant, President