



CITY COUNCIL AGENDA

Tuesday, November 18, 2014

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, November 18, 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.”

Announcements & Public Hearings

2. **Announcement** - Presentation of “Star Employee” Award for the Month of November, 2014 McLellan
3. **Public Hearing** – Regarding Z14-02 Rezoning of an Approximately 16.15 Acre Tract Out of the S.E. ¼ of Section 32, Block 33, T-1-N, T & P Railroad Co. Survey, West Big Spring from a Single-Family Dwelling (SF-2) Zoning District to a Multi-Family Dwelling (MF) Zoning District. This Property is Located at 1100 Martin Luther King Road; Situated North of Martin Luther King Road. Johnston
4. **Public Hearing** – Regarding Z14-03 Approving a Zone Change from a Single-Family (SF-3) to a Multi-Family (MF) Zoning District for Property that is bounded by Father Delaney Street to the South, 7th Street to the North, Douglas Street to the West, and Aylesford Street to the East; More Specifically, this Property is Located in the Bauer Addition, Block 9 in North Big Spring Johnston

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| 5. | Public Hearing – Regarding Z14-04 Approving a Zone Change from a Single-Family Dwelling (SF-2) Zoning District to a Multi-Family Dwelling (MF) Zoning District on an 18.049 Acre Tract Located at the Southwest Corner of Donley Street and 20 th Street; more Specifically, this Property Occupies an 18.049 Acre Tract Out of the South Half of Section 5, Block 32, T-1-S, T & P RR. Co. Survey, Howard County, Texas in South Central Big Spring | | Johnston |
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Disposition of Minutes

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| 6. | Approval of the Minutes of the Regular Meeting of October 28, 2014 | 6-9 | Davis |
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Consent Items

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| 7. | Final Reading of a Resolution Authorizing the Naming of the US 87 Reliever Route and the Exit and Road Off of the Reliever Route into the McMahon Wrinkle Airport to Honor William Crooker and Martha May; Providing for Severability; and Providing an Effective Date | 10 | Womack |
| 8. | Final Reading of an Ordinance Amending the Zoning Ordinance, More Specifically; Article 2, Section 2-1 Entitled “Definitions of Words and Terms” to Include a Definition for “Urban Design Review”; Amending Article 4 Entitled “Development Standards” by Adding a New Section 4-17 Entitled “Urban Design Review,” to Establish Procedures and Standards for Review of Large-Scale Development Projects; Providing for Severability; and Providing for an Effective Date | 11-13 | Johnston |
| 9. | Final Reading of an Ordinance Amending Ordinance Number 048-2014, Which Adopted the Annual Budget for the Fiscal Year Beginning October 1, 2014 and Ending September 30, 2015, to Transfer Budgeted Funds Within the General Fund from the Code Enforcement Department to the Planning Department; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date | 14-15 | Womack |

Bids

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| 10. | Award Bid for Lease Purchase Financing for Various Equipment and Authorizing the Mayor to Execute Any Necessary Documents | 16-20 | Medina |
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Routine Business

11.	Vouchers for 10/30/14	\$	985,845.73	McDonald
	Vouchers for 11/06/14	\$	954,845.19	
	Vouchers for 11/13/14	\$	1,483,985.53	

New Business

12.	Final Reading of an Ordinance Approving a Rezone of an Approximately 16.15 Acre Tract Out of the S.E. ¼ of Section 32, Block 33, T-1-N, T & P Railroad Co. Survey, West Big Spring from Single-Family Dwelling (SF-2) to Multi-Family Dwelling (MF) District; Providing for Severability; Providing for Publication, and Providing an Effective Date	21	Johnston
13.	First Reading of an Ordinance Approving Z14-03, a Rezone of the Bauer Addition, Block 9, North Big Spring from a Single-Family Dwelling (SF-3) Zoning District to a Multi-Family Dwelling (MF) Zoning District; Providing for Severability; Providing for Publication and Providing an Effective Date	22	Johnston
14.	First Reading of an Ordinance Approving Z14-04, a Rezone of an Approximately 18.049 Acre Tract Out of the South Half of Section 5, Block 32, T-1-S, T & P RR. Survey, South Central Big Spring, from a Single-Family Dwelling (SF-2) Zoning District to a Multi-Family Dwelling (MF) Zoning District; Providing for Severability; Providing for Publication and Providing an Effective Date	23	Johnston
15.	First Reading of an Ordinance Amending Chapter Eleven of the Code of Ordinances Entitled “Garbage and Other Refuse,” Article 2 Entitled “Garbage Collection and Landfill Fees, “ Section 11-9 Entitled “Fees” to Include a Fee for Commercial Compactor Service Under Part (B) Entitled “Commercial Rates”; Providing for Severability; Providing for Publication and Providing an Effective Date	24-26	Womack
16.	First Reading of an Ordinance Amending Ordinance Number 048-2014, Which Adopted the Annual Budget for the City for the Fiscal Year Beginning October 1, 2014 and Ending September 30, 2015 to Increase the Motel Tax Fund Budget for the Purpose of Revitalizing the Historic Spring; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; Providing an Effective Date	27-28	Wegman
17.	First Reading of an Ordinance Amending Ordinance Number 048-2014, Which Adopted the Annual Budget for the City for the	29-30	Womack

Fiscal Year Beginning October 1, 2014 and Ending September 30, 2015 Reappropriating Budgeted Funds Left Over within the Enterprise Fund from Fiscal Year Beginning October 1, 2013 and Ending September 30, 2014; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; Providing an Effective Date

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| 18. | First Reading of an Ordinance Amending Ordinance Number 048-2014, Which Adopted the Annual Budget for the City for the Fiscal Year Beginning October 1, 2014 and Ending September 30, 2015 to Increase the General Fund Budget for the Purpose of Hiring Professional Services to Determine the City's Mineral Right Ownership at Moss Lake, Powell Lake, and Other Locations; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date | 31-32 | Womack |
| 19. | First Reading of an Ordinance Amending Ordinance Number 048-2014, Which Adopted the Annual Budget for the City for the Fiscal Year Beginning October 1, 2014 and Ending September 30, 2015 to Increase the Enterprise Fund Budget for the Purpose of Funding Professional Services to Perform a Prorata Study for Utilities Expansion; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date | 33-34 | Womack |
| 20. | Consideration and Approval of an Interlocal Agreement with the City of Plano to Utilize the City of Plano's Bidding and Purchasing Processes for More Competitive Pricing on Goods and Service and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 35-39 | Sjogren |
| 21. | Consideration and Approval of a Professional Services Agreement with Choate Company for Mineral Rights Consulting Regarding Moss Lake, Powell Lake and Other Properties and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 40-43 | Sjogren |
| 22. | Consideration and Approval of an Agreement for Professional Services with Freese and Nichols, Inc. for a Water, Wastewater and Roadway CIP Study and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | 44-53 | Sjogren |
| 23. | Consideration and Approval of an Industrial Park Lease Agreement with Prime Eco Group, Inc. for 4.45 Acres of Land and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 54-69 | Little |

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| 24. | Consideration and Approval of an Agreement with Enterprise FM Trust and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 70-75 | Medina |
| 25. | Appointment to the Howard County 9-1-1 Communication District Board | 76 | Darden |

City Manager's Report

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| 26. | Thanksgiving Holiday – Thursday, November 27 th and Friday, November 28 th | | Darden |
| | Christmas Holiday – Thursday, December 25 th and Friday, December 26 th | | Darden |
| | New Year Holiday – Thursday, January 1 st | | Darden |

Council Input

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| 27. | Input | | McLellan |
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Executive Session

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| 28. | Adjourn into Executive Session under the Provisions of Title 5, Texas Government Code Section 551.074 to Deliberate the Appointment, Employment, Evaluation and Duties of the City Attorney | | McLellan |
| 29 | Reconvene in Open Session and Take Any Necessary Action | | McLellan |
| 30. | Adjourn | | |

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, November 14, 2014 at 5:00 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

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., October 28, 2014, with the following members present:

LARRY McLELLAN	Mayor
RAUL BENAVIDES	Mayor Pro Tem
RAUL MARQUEZ JR.	Councilmember
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
JOHN MEDINA	Human Resource Director
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
DON MOORE	Finance Director/ City Secretary
TIM GREEN	Municipal Court Judge
DEBBIE WEGMAN	Community Services Director

INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Mona Lue Tonn, Spring Tabernacle Ministries, gave the invocation and Mayor McLellan led the Pledge of Allegiance to the American and Texas Flags.

DISPOSITION OF MINUTES

APPROVAL OF MINUTES OF THE REGULAR MEETING OF OCTOBER 14, 2014

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

CONSENT ITEMS

FIRST READING OF A RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY TO BE REIMBURSED FOR CERTAIN CAPITAL EXPENDITURES FROM

PROCEEDS OF A LEASE PURCHASE AGREEMENT AND ESTABLISHING AN EFFECTIVE DATE

ACCEPTANCE OF THE MCMAHON-WRINKLE AIRPORT AND INDUSTRIAL PARK DEVELOPMENT BOARD MINUTES FOR THE MEETING OF AUGUST 21, 2014

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

BIDS

PERMISSION TO ADVERTISE FOR BIDS FOR LEASE PURCHASE FINANCING FOR VARIOUS EQUIPMENT

Motion was made by Councilmember Harbour, seconded by Councilmember Myers, with all members of the Council voting “aye” approving to advertise for lease purchase financing.

ROUTINE BUSINESS

Councilmember Myers reviewed the vouchers in the amount of \$964,010.58 (10/09/14), \$951,127.06 (10/16/14) and \$1,187,513.75 (10/23/14). Motion was made by Councilmember Myers, seconded by Councilmember Harbour, with all Councilmembers voting “aye” approving the above listed vouchers.

NEW BUSINESS

DISCUSSION OF REGULATION OF THE USE OF PLASTIC BAGS AND A PRESENTATION BY KEEP BIG SPRING BEAUTIFUL

Peggy Hopper, President of Keep Big Spring Beautiful, presented to the Council the possibilities of banning or regulating the use of plastic bags within our city.

FIRST READING OF A RESOLUTION AUTHORIZING THE NAMING OF THE US 87 RELIEVER ROUTE AND THE EXIT AND ROAD OFF OF THE RELIEVER ROUTE INTO THE MCMAHON WRINKLE AIRPORT TO HONOR WILLIAM CROOKER AND MARTHA MAY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

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

FIRST READING OF AN ORDINANCE APPROVING A REZONE OF AN APPROXIMATELY 16.15 ACRE TRACT OUT OF THE S.E. ¼ OF SECTION 32, BLOCK 33,

T-1-N, T & P RAILROAD CO., SURVEY, WEST BIG SPRING FROM SINGLE-FAMILY DWELLING (SF-2) TO MULTI-FAMILY DWELLING (MF) DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION

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

FIRST READING OF AN ORDINANCE AMENDING THE ZONING ORDINANCE, MORE SPECIFICALLY; ARTICLE 2, SECTION 2-1 ENTITLED “DEFINITIONS OF WORDS AND TERMS” TO INCLUDE A DEFINITION FOR “URBAN DESIGN REVIEW”; AMENDING ARTICLE 4 ENTITLED “DEVELOPMENT STANDARDS” BY ADDING A NEW SECTION 4-17 ENTITLED “URBAN DESIGN REVIEW,” TO ESTABLISH PROCEDURES AND STANDARDS FOR REVIEW OF LARGE-SCALE DEVELOPMENT PROJECTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

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

FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NUMBER 048-2014, WHICH ADOPTED THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015, TO TRANSFER BUDGETED FUNDS WITHIN THE GENERAL FUND FROM THE CODE ENFORCEMENT DEPARTMENT TO THE PLANNING DEPARTMENT; PROVIDING FOR REPEAL OF ORDINANCE IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

CONSIDERATION AND APPROVAL OF MOVING THE REGULAR COUNCIL MEETING SCHEDULED FOR NOVEMBER 11TH, 2014 TO TUESDAY, NOVEMBER 18TH DUE TO THE VETERAN’S DAY HOLIDAY

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

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION HELD ON AUGUST 19, 2014 AND THE SPECIAL MEETING HELD ON SEPTEMBER 22, 2014

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

CITY MANAGER'S REPORT

Mr. Darden reported on the following:

- Colorado River Municipal Water District has invited the City Council to attend its regular meeting to be held on November 12, 2014 at 9 a.m.;
- Municipal Court week is November 4 -7, 2014;
- Be safe on Halloween
- Third Quarter Monthly Department Updates were handed out to the Council; and
- Thoughts and Prayers for a long time employee Kenny Scott and his family.

COUNCIL INPUT

Mayor McLellan and all Councilmembers thanked Keep Big Spring Beautiful for their presentation at the council meeting.

ADJOURN

Mayor McLellan adjourned the meeting at 7:00 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS AUTHORIZING THE NAMING OF THE US 87 RELIEVER ROUTE AND THE EXIT AND ROAD OFF OF THE RELIEVER ROUTE INTO THE MCMAHON WRINKLE AIRPORT IN HONOR OF WILLIAM CROOKER AND MARTHA MAY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council finds that the naming of the US 87 Reliever Route would make a positive impact on the community by naming the route the "William 'Bill' Crooker Highway" in honor of William Crooker, a distinguished member of this community who worked many years to further the creation of the reliever route; and

WHEREAS, The City Council finds that the naming of the South Exit and road into the McMahon Wrinkle Airpark would make a positive impact on the community by naming the exit the "Martha May Exit" in honor of Martha May, a distinguished member of this community.

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

SECTION 1. The US 87 Reliever Route shall be named "William 'Bill' Crooker Highway."

SECTION 2. The south exit and road from the reliever route into the McMahon Wrinkle Airpark shall be named "Martha May Road".

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

SECTION 4. This Resolution shall be effective from and after its passage in accordance with the City Charter of the City of Big Spring.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **28th** day of **October, 2014**, with all members present voting "aye" for the passage of the same.

PASSED AND APPROVED on the second and final reading at a regular meeting of the City Council on the **18th** day of **November, 2014**, with all members present voting "aye" for the passage of the same.

ATTEST:

Larry McLellan, Mayor

Tami Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, AMENDING THE CITY OF BIG SPRING ZONING ORDINANCE, MORE SPECIFICALLY; ARTICLE 2, SECTION 2-1 ENTITLED “DEFINITIONS OF WORDS AND TERMS” TO INCLUDE A DEFINITION FOR “URBAN DESIGN REVIEW”; AMENDING ARTICLE 4 ENTITLED “DEVELOPMENT STANDARDS” BY ADDING A NEW SECTION 4-17, ENTITLED “URBAN DESIGN REVIEW,” TO ESTABLISH PROCEDURES AND STANDARDS FOR REVIEW OF LARGE-SCALE DEVELOPMENT PROJECTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission gave its unanimous approval of the following amendments to the City of Big Spring Zoning Ordinance on October 13, 2014 to provide for Urban Design Review for large-scale developments meeting specific criteria; and

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

SECTION 1. THAT the City of Big Spring Zoning Ordinance, Article 2, Section 2-1 entitled “Definitions of Words and Terms” is hereby amended to add the following definition, which shall read as follows and to renumber Section 2-1 as necessary:

URBAN DESIGN REVIEW - The process in which overall design features of large-scale development is analyzed by staff to ensure the compatibility of large-scale buildings with neighboring uses, other buildings, and the public realm.

SECTION 2. THAT the City of Big Spring Zoning Ordinance, Article 4 entitled “Development Standards” is hereby amended to add a new Section 4-17 entitled “Urban Design Review,” as defined above, to read in its entirety as follows:

SECTION 4-17. Urban Design Review

(a) **Purpose** – Large-scale buildings often have an extraordinary impact on the character of an urban neighborhood, as well as the practical functioning of features within the public realm. The usefulness and value of nearby property is often impacted by such larger buildings in ways that require closer examination and evaluation of such impacts. To this end, site plans for certain proposed buildings are subject to an Urban Design Review in order to ensure the compatibility of large-scale buildings with neighboring uses, other buildings, and the public realm.

(b) **Applicability**

1. A review of urban design considerations shall be required in any of the following situations:

- (A) Proposed construction comprising 10,000 square feet or more of gross floor area in a new building, or any expansion of an existing building resulting in a total gross floor area of 10,000 square feet or more.
 - (B) Proposed construction of more than one principal building for multi-family use on a single lot or tract of land.
 - (C) Proposed construction of more than one principal building for single-family or two-family residential use on one lot in a Multi-Family Dwelling District (MF) or where allowed in a commercial zoning district.
2. No permit for construction or expansion of such a building shall be issued by the Building Official until an urban design review has been completed in accordance with this Section. All modifications and conditions required as a result of urban design review shall be incorporated in the construction of the proposed building and improvement of the surrounding site.
- (c) Submission of Application – A complete application for examination of site plans for all buildings subject to Urban Design Review shall be submitted to the City Planner, along with the appropriate application fee.
 - (d) Review and Action by City Planner – After determining that the application is complete, the City Planner or his/her designee shall determine whether the plan meets the requirements of this Zoning Ordinance and the criteria set forth in Subsection (e) below. The City Planner shall approve, approve with conditions, or deny the application based on these criteria. A written decision, including affirmative findings on these criteria, shall be mailed to the applicant.
 - (e) Urban Design Review Criteria – Urban Design Review by the City Planner shall be based upon the following:
 - 1. *Basic Compliance.* The proposed building and site improvements comply with the dimensional standards required by Article 4, any specific use regulations set forth in Article 6, and all other applicable provisions of this Zoning Ordinance.
 - 2. *Impacts Minimized.* Whether the extent to which the proposed construction and site improvements minimize adverse effects on adjacent properties. The maintenance of views and sight lines are valid consideration of Urban Design Review as is traffic flow on and off the property.
 - 3. *Development Patterns.* Whether the extent to which the proposed construction and site improvements would result in a logical and orderly pattern of urban development.
 - (f) Appeals - An appeal of a site plan to the Planning and Zoning Commission shall be made in writing within thirty (30) days of the date of notification to the applicant by the City Planner. The appeal shall be reviewed by the Planning and Zoning Commission no more than thirty

(30) days following the receipt of written request seeking such appeal. The Planning and Zoning Commission shall decide on the appealed item no more than sixty (60) days following the receipt of written request seeking such appeal.

The decision rendered by the Planning and Zoning Commission may be appealed to the City Council no more than thirty (30) days from the date in which the Planning and Zoning Commission renders a decision on the matter. This second appeal shall be reviewed and decided by City Council no more than sixty (60) days following receipt of written request for appeal. The affirmative vote of the majority of City Council members shall be necessary to reverse a decision of the Planning and Zoning Commission, on any appeal of a site plan submitted for Urban Design Review in accordance with this section.

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **28th** day of **October, 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 **18th** day of **November, 2014**, with all members present voting “aye” for the passage of same

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 048-2014, WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015, TO TRANSFER BUDGETED FUNDS WITHIN THE GENERAL FUND FROM THE CODE ENFORCEMENT DEPARTMENT TO THE PLANNING DEPARTMENT; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. Enacted.

THAT the General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2014 and ending September 30, 2015 by transferring the amount of \$10,000 from the Code Enforcement Department, 002-021-300-5521, to the Planning Department, 002-001-190-5521, for the purpose of providing adequate funding for the Stormwater Drainage Manual.

SECTION 2. Continuing effect.

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

SECTION 3. Repeal.

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

SECTION 4. Publication.

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

SECTION 5. Effective Date.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **28th** day of **October, 2014** with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **18th** day of **November, 2014** with all members of the Council voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

CITY OF BIG SPRING
REQUEST FOR PROPOSAL #15-012

The City of Big Spring, Texas is requesting proposals for financing the purchase of capital equipment through the lease-purchase method of financing. **Sealed bids will be received until 2:00 p.m. on Monday, November 17, 2014.** Any bid received after that date and time will be returned unopened. Bids should be mailed or delivered to:

City of Big Spring
Attn: Donald Moore
310 Nolan
Big Spring, Texas 79720

The following terms and conditions are required as part of the agreement:

- The term of the agreement for the entire equipment package will be five (5) years with sixty (60) equal monthly payments.
- There will be no loan initiation fees. All amounts needed to cover cost and reasonable profit of the lender will be included in the annual percent rate.
- Lease Agreement will include a reimbursement clause in the event equipment is purchased by the City before the lease is funded.
- The City's obligation to make payments is subject to the annual availability of appropriations. The City will seek appropriations and use its best efforts to obtain such appropriations in subsequent fiscal years. Funds have been budgeted for the 2014-15 fiscal year.
- The agreement will include a standard non-appropriation of funds clause.
- The leased equipment will become the property of the City of Big Spring, Texas upon payment of the final monthly payment at the end of the lease term, with no balloon payments.
- The City of Big Spring will have the right to terminate the lease agreement by purchasing the leased equipment on any lease payment date by paying the principal balance due on that payment date, with no early payment penalty.

- The equipment being financed will be insured by the Texas Municipal League Intergovernmental Risk Pool.
- Interest earnings on any funds in escrow will belong to the City of Big Spring.
- The City will consider over-funding or under-funding of the principal amount stated herein. Individual costs may vary within the total estimate.
- The City **does not anticipate** the issuance of tax exempt debt in excess of \$10,000,000 in 2015.
- Payments will be made as installments to the various vendors as vehicles and equipment are received.
- The City of Big Spring will request reimbursement of any expenditures that are made before the lease/purchase agreement is executed.
- Preparation of form 8038 “Information Return for Tax Exempt Governmental Obligations” will be the responsibility of the successful respondent.
- The City discourages a response employing a dated date, i.e. interest accruing for money not yet received by the lessee.
- All respondents should submit a recent financial statement and a list of references demonstrating a fiduciary ability to fund a transaction of this magnitude.
- **Sealed proposals must be received labeled clearly with RFP #15-012, no later than 2:00 p.m., Monday, November 17, 2014. Proposals submitted electronically may be sent to sealedbids@mybigspring.com no later than 2:00 p.m., Monday, November 17, 2014 and must have the proposal number and proposal title in the subject box.**

All proposals submitted must contain the following information:

1. Amount of monthly payment
2. Interest Rate
3. Copy of monthly lease payment schedule – Amortization Schedule
4. Copy of proposed lease agreement and other required documents
5. Amount of any service fees in addition to monthly payments or any fees included in monthly payments

6. A recent financial statement and a list of references demonstrating a fiduciary ability to fund a transaction of this magnitude
7. **A clear statement regarding whether payments are to be made in arrears or advance.** The City will accept a proposal for either method, with award to be given on method most beneficial to the City.
8. A statement clearly indicating if the lease is subject to sale to another party at any time during the lease.

Equipment to be purchased:

Description	Qty.	Estimated Cost
Aerial Fire Truck for Fire Department	1	650,000
1-Ton Dually/with 3-ton crane for Water Treatment Plant	1	40,000
72" Zero Turn Mower for Water Treatment Plant	1	9,000
Utility crew truck for Utilities	1	40,000
Pintle Hitch Trailer for Utilities	1	7,500
Sewer Jet Truck for Utilities	1	110,000
14-yrd Dump Trucks for Utilities	2	220,000
4" Trash Pump for Utilities	1	7,000
42" Zero turn lawn mower for Wastewater Treatment	1	9,000
1-Ton dually service truck Wastewater Treatment	1	40,000
Box-Style Ambulance	1	110,000
Sanitation Truck	2	460,000
1-ton dump truck for Cemetery	1	20,000
Grand Total of Equipment to be Financed		<u>1,722,500</u>



15-012

Evaluation Criteria Score	Total Possible
Interest Rate	70
Respondent's Experience Measured in terms of size of government leasing division, references of governments and/or City of Big Spring prior experience.	20
Responsiveness to RFP Requirements Measured in terms of Respondent's proposed approach to meeting the requirements of the request for proposal.	10

If you have any questions concerning this request for proposal, please contact Donald Moore, Director of Finance, (432) 264-2514, 310 Nolan Street, City of Big Spring, Texas 79720-2657.

Monthly payments and total payments over the term of the agreement will be a consideration in the selection of a financial institution for this proposal.

Any proposal submitted must be completed and signed by an authorized company representative. Failure to do so will cause bid to be rejected.

The proposals will be evaluated and a recommendation will be taken to the City Council on the 17th day of November, 2014. **All proposals should be firm until that date.**

CITY OF BIG SPRING

NOTICE TO BIDDERS

Pursuant to the authority granted by the City Council of the City of Big Spring, Texas, the City of Big Spring will receive sealed proposals on the following date/time for the purchase of the items/services listed below:

Date/Time: Monday, November 17, 2014, at 2:00 p.m., for the following:

1. RFP # 15-012 Lease/ Purchase Financing

Proposals are to be opened and read aloud in the City Council Chambers at 307 East 4th Street, Big Spring, Texas 79720, with award to be made at a regularly scheduled meeting of the Big Spring City Council. Proposal information and specifications may be obtained from the Office of the Purchasing Agent, 1380 Airpark Drive East, Bldg. #19, Big Spring, Texas 79720. All proposals must be marked with the date of the proposals and a general description of the proposal item(s).

The City of Big Spring reserves the right to reject any or all proposals and to waive any or all formalities.

NOTE: THE ABOVE ANNOUNCEMENT IS TO BE ADVERTISED ON THE DATES INDICATED BELOW.

ADVERTISE:

Sunday, November 2, 2014

&

ADVERTISE:

Sunday, November 9, 2014

Note to Big Spring Herald Newspaper:

Please advertise the above as stated. MUST BE INVOICED ON ACCOUNT #4125. Mail the publishers affidavit and invoice to:

City of Big Spring, Purchasing and Material Control Department, 1380 Airpark Drive East, Bldg. #19, Big Spring, Texas 79720, Attn: Paul Sotelo, Purchasing Agent.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, APPROVING A REZONE OF AN APPROXIMATELY 16.15 ACRE TRACT OUT OF THE S.E. 1/4 OF SECTION 32, BLOCK 33, T-1-N, T & P RAILROAD CO. SURVEY, WEST BIG SPRING FROM SINGLE-FAMILY DWELLING (SF-2) TO MULTI-FAMILY DWELLING (MF) DISTRICT; PROVIDING FOR SEVERABILITY; 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 16.15 acres, Howard County, Texas.

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

SECTION 1. That the rezone from Single Family (SF-2) Dwelling to Multi-Family (MF) Dwelling, 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 **28th** day of **October, 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 **18th** day of **November, 2014**, with all members present voting “aye” for the passage of same.

ATTEST:

Larry McLellan, Mayor

Tami Davis, Asst. City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, APPROVING Z14_03, A REZONE OF THE BAUER ADDITION, BLOCK 9, NORTH BIG SPRING FROM A SINGLE-FAMILY DWELLING ZONING DISTRICT (SF-3) TO A MULTI-FAMILY DWELLING ZONING DISTRICT (MF); PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission has given its approval of the rezone of said Bauer Addition, Block 9, Howard County, Big Spring, Texas.

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

SECTION 1. The rezone from a Single Family Dwelling Zoning District (SF-3) to a Multi-Family Dwelling Zoning District (MF) of the Bauer Addition, Block 9, in North 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. 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 4. 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 5. 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 18th day of **November, 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 **December, 2014**, with all members present voting “aye” for the passage of same.

ATTEST:

Larry McLellan, Mayor

Tami Davis, Asst. City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, APPROVING Z14_04, A REZONE OF AN APPROXIMATELY 18.049 ACRE TRACT OUT OF THE SOUTH HALF OF SECTION 5, BLOCK 32, T-1-S, T. & P. RR. CO. SURVEY, SOUTH CENTRAL BIG SPRING, FROM A SINGLE-FAMILY DWELLING ZONING DISTRICT (SF-2) TO A MULTI-FAMILY DWELLING ZONING DISTRICT (MF); PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission has given its approval of the rezone of said 18.049 acres, Howard County, Texas.

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

SECTION 1. The rezone from a Single Family Dwelling Zoning District (SF-2) to a Multi-Family Dwelling Zoning District (MF), of an approximately 18.049 acre tract out of the south half of Section 5, Block 32, T-1-S, T & P R.R. Co. Survey, in 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. 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 5. 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 18th day of **November, 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 **December, 2014**, with all members present voting “aye” for the passage of same.

ATTEST:

Larry McLellan, Mayor

Tami Davis, Asst. City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER ELEVEN OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "GARBAGE AND OTHER REFUSE," ARTICLE 2 ENTITLED "GARBAGE COLLECTION AND LANDFILL FEES," SECTION 11-9 ENTITLED "FEES" TO INCLUDE A FEE FOR COMMERCIAL COMPACTOR SERVICE UNDER PART (B) ENTITLED "COMMERCIAL RATES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

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

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," Article 2 entitled "Garbage Collection and Landfill Fees, Section 11-9 entitled "Fees" is hereby amended to read in its entirety as follows:

Article 2. Charges for City Collection of Municipal Solid Waste and Landfill

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 and compactor 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

(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) Unsecured Load \$ 15.00
- (3) 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.

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

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 the City Secretary is hereby ordered to publish the caption along with the penalty for violation of this ordinance.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **18th** day of **November, 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 **December, 2014**, with all members voting "aye" for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 048-2014, WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015 TO INCREASE THE MOTEL TAX FUND BUDGET FOR THE PURPOSE OF REVITALIZING THE HISTORIC SPRING; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. Enacted.

THAT the Motel Tax Fund of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2014 and ending September 30, 2015 is hereby increased by the amount of \$22,300.00 by adding a new account number (110-040-560-6226-01) for the purpose of providing funding for the revitalization of the historic spring located at the Comanche Trail Park. This increase will be funded through existing fund balance.

SECTION 2. Continuing effect.

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

SECTION 3. Repeal.

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

SECTION 4. Publication.

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

SECTION 5. Effective Date.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 18th day of November, 2014 with all members of the Council voting “aye” for the passage of same.

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

CITY OF BIG SPRING

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 048-2014, WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; REAPPROPRIATING BUDGETED FUNDS LEFT OVER WITHIN THE ENTERPRISE FUND FROM FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. Enacted.

THAT the Enterprise Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2014 and ending September 30, 2015 will increase by adding the total amount of \$746,588.00 to the following accounts:

\$660,888.00 to 405-021-710-6316-04; and

\$85,700.00 to 405-021-705-6213,

for the purpose of providing adequate funding for the continuation of replacing distribution lines.

SECTION 2. Continuing effect.

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

SECTION 3. Repeal.

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

SECTION 4. Publication.

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

SECTION 5. Effective Date.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 18th day of November, 2014 with all members of the Council voting “aye” for the passage of same.

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

CITY OF BIG SPRING

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 048-2014, WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015 TO INCREASE THE GENERAL FUND BUDGET FOR THE PURPOSE OF HIRING PROFESSIONAL SERVICES TO DETERMINE CITY'S MINERAL RIGHT OWNERSHIP AT MOSS LAKE, POWELL LAKE AND OTHER LOCATIONS; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. Enacted.

THAT the General Fund of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2014 and ending September 30, 2015 is hereby increased by the amount of \$30,000.00 to account number 002-027-410-5521 for the purpose of hiring professional services to determine City's mineral right ownership at Moss Lake, Powell Lake and Other locations. This increase will be funded through existing fund balance.

SECTION 2. Continuing effect.

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

SECTION 3. Repeal.

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

SECTION 4. Publication.

SECTION 5. Effective Date.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 18th day of November, 2014 with all members of the Council voting “aye” for the passage of same.

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

CITY OF BIG SPRING

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 048-2014, WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015 TO INCREASE THE ENTERPRISE FUND BUDGET FOR THE PURPOSE OF FUNDING PROFESSIONAL SERVICES TO PERFORM A PRORATA STUDY FOR UTILITY EXPANSION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. Enacted.

THAT the Enterprise Fund of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2014 and ending September 30, 2015 is hereby increased by the amount of \$100,000.00 to account number 405-021-710-5521 for the purpose of providing adequate funding for professional services to perform a prorata study for utility expansion. This increase will be funded through existing fund balance.

SECTION 2. Continuing effect.

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

SECTION 3. Repeal.

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

SECTION 4. Publication.

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

SECTION 5. Effective Date.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 18th day of November, 2014 with all members of the Council voting “aye” for the passage of same.

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

CITY OF BIG SPRING

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

**AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS
AND THE CITY OF BIG SPRING, TEXAS
FOR BIDS AND PURCHASING**

This Agreement is made between the CITY OF PLANO, TEXAS, a home-rule municipal corporation (hereinafter referred to as “Plano”), and the CITY OF BIG SPRING, TEXAS, a home-rule municipal corporation (hereinafter referred to as “Big Spring” as follows:

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, Plano and Big Spring are political subdivisions within the State of Texas and are engaged in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the parties desire to enter into an agreement under which Plano and Big Spring will utilize Plano’s bids and purchasing agreements to take advantage of competitive pricing on goods and services for Big Spring’s use; and

WHEREAS, Plano and Big Spring have current funds available to satisfy any fees and cost required pursuant to this Agreement.

NOW, THEREFORE, Plano and Big Spring, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I. TERM

The term of this Agreement shall be effective upon execution by all parties and will remain in full force and effect indefinitely. Any party may modify or terminate this Agreement as provided in Section V. TERMINATION.

II. OBLIGATIONS OF THE PARTIES

Big Spring agrees to prepare, execute, and administer its own contract with its vendors and Plano shall not be a party to the agreement with any such vendor and Big Spring. Plano shall have no obligations for payment to Big Spring’s vendors for any services or goods incurred by any party other than Plano. Big Spring shall have no obligations for payment to vendors for services or goods incurred by any party other than Big Spring. Any payments owed to vendors for any services or goods provided to Big Spring shall be paid directly by Big Spring. Any payments owed to vendors for services or goods provided to Plano shall be paid directly by Plano. Big Spring will be responsible for its vendors’ compliance with provisions relating to the quality of items provided to Big Spring, terms of delivery to Big Spring, and any other terms or conditions of Big Spring’s agreement with any such vendors. Plano will be responsible for its vendors’ compliance with provisions relating to the quality of items provided to Plano, terms of delivery to Plano, and any other terms or conditions of Plano’s agreement with any such vendors.

III. FEES

Not applicable.

IV. PAYMENTS DUE

All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective party.

V. TERMINATION

Either party may terminate this Agreement at any time upon thirty (30) days written notice of termination to the other party.

VI. RELEASE AND HOLD HARMLESS

Each party agrees to waive all claims against, to release, and to hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason or injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each party shall be responsible for its proportionate share of liability. Big Spring agrees to waive all claims against and hold harmless Plano in the event of early termination of the Agreement.

VII. IMMUNITY

In the execution of this Agreement, none of the parties waive, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights to parties who are not signatories to this Agreement.

VIII. ASSIGNMENT AND SUBLETTING

Big Spring agrees to retain control and to give full attention to the fulfillment of this Agreement, that this Agreement will not be assigned or sublet without the prior written consent of Plano and Big Spring, and that no part or feature of the work will be sublet to anyone objectionable to Plano. Big Spring further agrees that the performance of this Agreement shall not relieve Big Spring from its full obligations to Plano as provided by this Agreement.

IX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Plano and Big Spring and supersedes all prior negotiations, representations, and/or agreements, either written or

oral. This Agreement may be amended only by written instrument signed by Plano and Big Spring.

X. NOTICES

Unless notified otherwise in writing, all notices are required to be given to either party in writing and delivered in person or sent via certified mail to the other party at the following respective addresses:

City of Plano
Attn: Diane Palmer-Boeck
Purchasing Manager
1520 Avenue K
Plano, Texas 75074

City of Big Spring
Attn: Todd Darden
City Manager
310 Nolan
Big Spring, Texas 79720

XI. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are properly authorized by each party's respective governing body and have the necessary authority to execute this Agreement on behalf of the parties. Additionally, each party represents that it is individually authorized to perform the governmental functions and services that are the subject of this Agreement.

XII. 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 to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

XIII. VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Colin County, Texas, and if legal and necessary, exclusive venue shall lie in Collin County, Texas.

XIV. INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be constructed more favorably to any party.

XV. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVI. SUCCESSORS AND ASSIGNS

The parties each bind themselves, their respective successors, executors, administrators, and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all parties.

EXECUTED on the dates indicated below:

CITY OF BIG SPRING, TEXAS

ATTEST:

Todd Darden, City Manager

Tami Davis, Assistant City Secretary

Date

APPROVED AS TO FORM:

Linda Sjogren, City Attorney

CITY OF PLANO, TEXAS

APPROVED AS TO FORM:

Diane Palmer-Boeck,
Purchasing Manager

Diane C. Wetherbee, City Attorney

Date

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20__ by **TODD DARDEN**, City Manager of the **CITY OF BIG SPRING, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20__ by **DIANE PALMER-BOECK**, Purchasing Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

**AGREEMENT BETWEEN THE CITY OF BIG SPRING
AND CHOATE COMPANY, INC.
FOR MINERAL RIGHTS CONSULTING SERVICES**

This Agreement is entered into as of the effective date set forth below, between the City of Big Spring, a Texas home-rule municipality, (hereinafter, "City") and Choate Company, Inc. of Midland, Texas (hereinafter "Contractor") for mineral rights consulting services including, but not limited to, the review of property records, consultation on requests for production and leases in connection with City owned mineral rights, as more specifically set forth below and in the exhibits to this Agreement, which are attached hereto and incorporated herein as if set forth in full.

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

Section 2. Consideration. Contractor shall perform such work for the prices stipulated in the Price Schedule attached hereto as Exhibit B and incorporated herein by reference for all purposes.

Section 3. Term. The term of this Agreement shall be for a period of one (1) year commencing on the effective date. A one (1) year automatic renewal is allowed on the anniversary of such date unless either Party gives written notice thirty (30) days in advance of intent not to renew, or unless sooner terminated as provided herein.

Section 4. Termination. Either Party may terminate this Agreement at will for no reason upon giving thirty (30) days written notice to the other Party. The Parties to this Agreement understand and agree that either Party may cancel the Agreement during the term of the Agreement without penalty. In the event of termination, all work and services under the Agreement shall be suspended upon receipt of the notice of termination.

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

5.1 Unless otherwise stipulated in this Agreement, Contractor shall provide and pay for all machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by this Agreement.

5.2 Contractor shall, at its expense, obtain all permits and licenses necessary for the performance of this Agreement and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the Agreement, including all environmental laws and regulations, whether federal, state, or local.

5.3 Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes.

5.4 The Contractor shall indemnify and hold harmless and defend the City and its officers, agents, council members and employees from all suits, actions, claims, damages, personal injuries, losses, property damage and expenses of any character whatsoever, including attorney's fees, brought for or on account of any injuries or damages received or sustained by any person or persons or property, on account of any act or omission of the Contractor, its agents or employees.

Section 6. Insurance. Contractor shall provide to City certificates of insurance which shall contain the following minimum coverage (All limits in thousands):

Commercial General Liability		Workers' Compensation	
General Aggregate	\$2,000	Each Accident	\$500
Automobile Liability (Any Auto)		Professional Liability	
CSL	\$1,000	Annual Aggregate	\$1,000

Section 7. Independent Contractor. In Contractor's performance under this Agreement, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the City.

Section 8. Entire contract. This Agreement and the Exhibits referenced herein or attached hereto constitute the entire Agreement between the Parties and may not be waived or modified except by written agreement between the Parties.

Section 9. Assignment. This Agreement and any rights, duties and obligations hereunder may not be assigned without the prior written consent of all of the Parties hereto and in the event of an attempted assignment by one Party to this Agreement without the express prior written consent of all other Parties, such attempted assignment shall be void and without effect.

Section 10. Binding effect. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto, and their respective successors, employees, legal representatives, and permitted assigns, and no other person shall have any legal or equitable rights, remedies, or claims under or in respect of or by virtue of this Agreement or any provision herein contained.

Section 11. Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision. This Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Section 12. Choice of Law/Venue. This Agreement is governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under, or arising out of this Agreement shall be in Howard County, Texas.

Section 13. Remedies. The remedies provided to the Parties by this Agreement are not exclusive or exhaustive, but are cumulative of each other and in addition to any other remedies the Parties may have.

Section 14. Attorneys' Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to

reasonable attorney fees, costs, and necessary disbursements in addition to any other relief to which such Party may be entitled.

Section 15. Notices. All notices contemplated and/or required herein shall be in writing and shall be delivered in person or sent via certified mail, return receipt requested, unless specifically provided otherwise.

Notices to Contractor shall be sent to:

Choate Company, Inc.
Attn: Wade Choate, President
P. O. Box 80190
Midland, Texas 79708
(432) 687-5977

Notices to City shall be sent to:

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

CHOATE COMPANY, INC.

Wade Choate

WADE CHOATE
Printed Name

President
Title

11-10-14
Date

CITY OF BIG SPRING

Todd Darden, City Manager

ATTEST:

Tami Davis, Assistant City Secretary

STATE OF TEXAS §

COUNTY OF ~~HOWARD~~ MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of November, 2014.



Heather Lambert
Notary Public, State of Texas

EXHIBIT "A"

SCOPE OF WORK

The work to be performed by the Choate Company Inc. (hereinafter "Contractor") for the City of Big Spring (hereinafter, "City") may include, but is not limited to, the following:

To determine the amount of mineral acres (or mineral interest) owned by the City or any of its subsidiaries on any lands as requested by authorized individuals acting as agents of the City. Such work may consist of the following: the review of property records and other public and private records, consultation on requests for production and leases in connection with City owned mineral rights, preparation and dissemination of memoranda, notices and other forms of communication to the City and interested third parties, physical inspection of lands and equipment, and other such activities as may be required in the performance of said work.

Such work shall be billed at the same rate as agreed to in prior projects undertaken by the Contractor for the City, unless agreed to in writing by both parties.

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §

COUNTY OF TARRANT §

This AGREEMENT is entered into by the City of Big Spring, Texas, hereinafter called "CITY" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: CITY agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; CITY agrees to pay to FNI compensation. The Project is described as follows: Water, Wastewater and Roadway CIP Study
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of CITY which is attached to and made a part of this AGREEMENT.
- III. **COMPENSATION:** CITY agrees to pay FNI for all professional services rendered under this AGREEMENT in accordance with Attachment CO - Compensation which is attached hereto and made a part of this AGREEMENT. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of \$77,900. Details concerning the fee are included in Attachment CO.

If FNI's services are delayed or suspended by CITY, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this AGREEMENT has been revised.

- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the CITY and FNI.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than CITY and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of CITY and FNI and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between CITY and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the ____ day of _____, 2014.

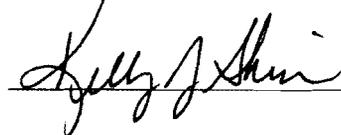
ATTEST:

City of Big Spring, Texas
(CITY)

By: _____

Print or Type Name and Title

ATTEST:



Freese and Nichols, Inc.
(FNI)

By: 

Scott Cole, Vice President
Print or Type Name and Title

SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

Freese and Nichols, Inc. (FNI) understands that the City of Big Spring (CITY) is seeking assistance in the identification of water, wastewater, roadway infrastructure needs for two growth areas in the CITY: the Airport Area and the North Sector. The purpose of this study is to quantify future infrastructure needs based on expected land use and to develop a Capital Improvements Plan (CIP) to meet the growth needs of these two areas. The resulting CIP is expected to be used as a mechanism the CITY can use to calculate infrastructure costs for Developer and/or pro rata agreements.

Task A: Kickoff Meeting, Data Collection & Land Use Assumptions

- A1. Project Kickoff Meeting: Freese and Nichols, Inc. (FNI) will hold an initial meeting with the CITY to review the proposed scope of services, approach, goals, and deliverables of the study. FNI will provide the CITY a data request memorandum listing the data needed. The meeting will include discussion of the following:
- Present and discuss methodology and approach
 - Scheduling and project coordination
 - Information and data needs from the CITY
 - Discussion of Land Use Assumptions with the recent Comprehensive Plan
- A2. Water and Wastewater Data Collection: FNI will compile information from the CITY including the existing Water and Wastewater Master Plan, the North Sector Plan, Airport Area Plan, GIS files, pump station information, storage tank facility layouts, recently completed system improvements, water production data, utility billing data, and wastewater flow data.
- A3. Roadway Data Collection: FNI will assemble available data of the existing roadway system within and adjacent to the study areas. A determination will be made with respect to level of improvement in order to achieve thoroughfare plan standards. Facilities to be improved will consist of arterial and collector status roadways on the current official thoroughfare plan. The CITY will provide information with regard to roadway cross-section and engineering standards for construction. The cost of excess capacity provided by the ultimate thoroughfare improvements will be allocated to future development within the study area. To support this analysis, traffic count data at up to 10 (ten) locations will be collected within the study area. Traffic count data will be facilitated through the use of a sub-consultant or by the CITY should there be a local contract for such services. Other data to be provided by the city includes; recent bid tabs for recently constructed similar facilities, land costs for right-of-way acquisition and needs for traffic signalization.
- A4. Review and Refine Land Use Assumptions: FNI will review the land use assumptions developed as part of the Comprehensive Plan performed by FNI. FNI will use the land use assumptions to develop population and commercial development projections for existing, 10-year, and buildout planning periods. The CITY will assist in further refining land use categories and associated acreages as needed for the North Sector and Airport Area. The CITY will assist in the identification of development likely to occur as part of the growth scenarios (location and intensity of use).
- A5. Review Existing Capital Improvement Projects: FNI will review existing reports including the Water and Wastewater Master Plan, Airport Area Plan and the North Sector Plan.

Task B: Water and Wastewater CIP and Cost Allocation

- B1. Review Historical Water Demands and Wastewater Flows: FNI will obtain and evaluate water usage and wastewater flow data to review trends and calculate per-capita consumption rates and peaking factors. This data will be used to develop per-capita loads for future projections.
- B2. Develop and Distribute Water and Wastewater Load Projections: FNI will develop water demand projections and wastewater flow projections for existing, 10-year, and buildout conditions using the future land use assumptions and selected design criteria. FNI will distribute water and wastewater loads through the service area based on the existing and future population and employment distribution.
- B3. Progress Meeting – Land Use Assumptions and Projections: FNI will meet with the CITY to discuss population, land use assumptions, and load projections. FNI will address comments from CITY staff and make revisions as necessary.
- B4. Develop Airport Area Water and Wastewater Improvements: FNI will utilize available information on land use and water and wastewater load projections to develop a list of recommended water and wastewater system improvements for the Airport area. Projects will consist of pipeline, pumping, and storage improvements identified to meet the growth needs of the Airport Area.
- B5. Verify North Sector Water and Wastewater Improvement: FNI will review the North Sector Plan developed by others and verify the recommended water and wastewater system improvements. FNI will revise the project list identified in the North Sector Plan as needed based on future water and wastewater loads.
- B6. Develop Draft Water and Wastewater Capital Improvement Plan (CIP) Costs, Phasing Plan & Mapping: FNI will develop costs and prioritization for each proposed water and wastewater system project. Costs will be in Year 2015 dollars and will include engineering and contingencies. FNI will develop draft CIP scheduling of projects and mapping showing project locations.
- B7. Review Meeting: FNI will meet with the CITY to discuss future water and wastewater system improvements.
- B8. Develop Water and Wastewater Pro Rata Cost Allocation: FNI will utilize the updated land use assumptions and water and wastewater CIPs for the North Sector and Airport area to develop a pro rata cost per development unit. The development unit is expected to be defined as developed acreage, water demand, wastewater flow or other appropriate service unit.

Task C: Roadway CIP Planning and Analysis

- C1. Determination of Projected Roadway Demand: Determination of projected roadway demand will be based on development potential of undeveloped lands and/or redevelopment per the recently adopted Future Land Use Plan. FNI will coordinate with the CITY on the location and intensity of land uses within the study area. Projected roadway demand will be expressed in terms of vehicle-miles of travel (VMT). The service unit equivalency table (developed as part of Task C3) will serve as the basis for determination of the number of service units generated by land use within the study area(s). Using this data and the future growth scenario derived in Task A4, the percentage of overall VMT could then be determined by land use type and parcel.

C2. Capital Improvement Projects Identification: The recently adopted Thoroughfare Plan will serve as a basis for determining a unit cost allocation of roadway facilities within the study area(s). The analysis will consider the costs to improve roadways to the ultimate roadway standard. The CITY will assist in providing information as to the extent of construction of new roads within the study area. The CITY will also assist in the determination of need right-of-way for facility implementation.

FNI will prepare cost estimates for arterial and collector status roadways in each study area. Costs will be based on historic cost data for other recently completed area projects and engineering judgment. The costs for construction, engineering, and right-of-way acquisition will be prepared for each project and summarized by study area.

C3. Land Use Equivalency Table: A land use equivalency table will be developed based on land uses identified within each study area. The equivalency table will incorporate trip generation rate and trip length characteristics for each land use type. Trip rate data will be based on information presented in the Institute of Transportation Engineers, Trip Generation Manual, 9th Edition. Trip length data will be based on information of locally derived trip activity and/or data of journey to work data from the US Census or other published travel characteristics survey. Land uses will be classified under the major categories of residential, office, commercial, industrial and institutional uses.

C4. CIP Cost Analysis and Allocation: Based on cost data of roadway improvements derived in Task C2 and the percent of VMT by land use/parcel calculated in Task C1, a cost allocated by specific land use type and/or parcel can be determined based on percentage of overall VMT. The cost of CIP improvements by land use/parcel would then serve as a basis for development/pro-rata agreements.

Task D: Technical Report and Council Presentation

D1. Develop Draft Water, Wastewater and Roadway CIP Report: FNI will prepare and provide one (1) electronic PDF copy of the draft Water, Wastewater and Roadway CIP Report discussing assumptions, methodology, and results of the analysis. The report will include mapping showing the existing system and proposed system improvements required to meet projected 10-year and buildout growth conditions for the North Sector and Airport Area.

D2. Meet with the CITY Staff: FNI will meet with the CITY Staff to discuss the report findings and to solicit comments on the draft report.

D3. Finalize Water, Wastewater, and Roadway CIP Report: Based on comments by CITY Staff, FNI will finalize and provide one (1) electronic PDF copy and ten (10) hardcopies of the final Water, Wastewater, and Roadway CIP Report to the CITY.

D4. Council Presentation: FNI will conduct one (1) presentation to CITY Council on the findings and results of the study.

Meetings

From the tasks described above, the following number of meetings (total five meetings) will be conducted for this phase of effort:

- 1 – Project Kick-off Meeting
- 3 - Progress Meetings (Land Use Assumptions/Projections, CIP, Draft Report)
- 1 – Council Presentation

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by CITY, which are not included in the above described basic services, are described as follows:

- A. Field surveying required for the preparation of designs and drawings.
- B. GIS mapping services or assistance with these services.
- C. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by CITY.
- D. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- E. Preparing data and reports for assistance to CITY in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- F. Assisting CITY in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- G. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- H. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- I. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.
- J. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

FNI will complete the above services with six (6) months of Notice to Proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in CITY or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Attachment CO.

ARTICLE IV

RESPONSIBILITIES OF CITY: CITY shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as CITY's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CITY will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- G. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this AGREEMENT or other services as required.
- H. Bear all costs incident to compliance with the requirements of this Article IV.

Compensation

Lump Sum: Compensation to FNI shall be the lump sum of Seventy Seven Thousand Nine Hundred Dollars (\$77,900). If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify CITY for CITY'S approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional - 1	64	102
Professional - 2	86	139
Professional - 3	96	155
Professional - 4	115	182
Professional - 5	163	218
Professional - 6	153	400
Construction Manager - 1	76	91
Construction Manager - 2	90	141
Construction Manager - 3	125	145
Construction Manager - 4	154	195
CAD Technician/Designer - 1	56	89
CAD Technician/Designer - 2	80	140
CAD Technician/Designer - 3	107	150
Corporate Project Support - 1	35	97
Corporate Project Support - 2	61	152
Corporate Project Support - 3	68	300
Intern/ Coop	29	58

Rates for In-House Services

Technology Charge

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

Black and White	\$0.10 per copy
Color	\$0.25 per copy
Plot - Bond	\$2.50 per plot
Plot - Color	\$5.75 per plot
Plot - Other	\$5.00 per plot
Binding	\$0.25 per binding

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and rates will be adjusted annually in February.

320-22014

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term City as used herein refers to the City of Big Spring, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
2. **CHANGES:** City, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by City and City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to City certificates of insurance which shall contain the following minimum coverage (All limits in thousands):

Commercial General Liability		Workers' Compensation
General Aggregate	\$2,000	Each Accident \$500
Automobile Liability (Any Auto)		Professional Liability
CSL	\$1,000	\$3,000 Annual Aggregate

7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and City.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the City upon payment of FNI's fees for services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI will be at City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this AGREEMENT in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect City against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If City designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this AGREEMENT before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to CITY and in acceptance of the services as satisfactory by the CITY. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this AGREEMENT will be added to FNI's compensation.
- If CITY fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to CITY, suspend services under this AGREEMENT until FNI has been paid in full, all amounts due for services, expenses and charges.
13. **ARBITRATION:** No arbitration arising out of, or relating to, this AGREEMENT involving one party to this AGREEMENT may include the other party to this AGREEMENT without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** CITY and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of CITY and FNI are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.
- Neither CITY nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.
15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this AGREEMENT. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this AGREEMENT shall prevail and shall be determinative of the conflict.

INDUSTRIAL PARK LEASE

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HOWARD §

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

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

ARTICLE 1.
PREMISES

A. Lessor hereby agrees to lease to Lessee under the terms and conditions herein contained, the following land, hereinafter "the Premises":

4.45 Acres of Land
1401 Bell Dr.
Big Spring, TX 79720
Big Spring Airport & Industrial Park

B. The Premises is adjacent to a rail spur currently under construction that goes past the Premises via Bell St and extends past Boeing Drive to the vicinity of Airpark drive and is scheduled for completion within the next 30 to 60 days. Once completed, the rail will be immediately accessible from the Premises.

Provided that the project and funding are approved by the Big Spring Economic Development Corporation and the City Council, Lessor will provide an additional east-west rail spur on the North side of the Premises. If approved and constructed, this spur would be available for Lessee's direct loading/unloading, or for constructing an additional private rail spur for Lessee's parking and transloading requirements. Any private spur would be constructed on the Premises at Lessee's expense

and would be subject to the terms and conditions of this Lease upon completion.

Lessee will be responsible for entering into any necessary agreements for use of the rail spur with Lessor's contracted rail operator Transport Handling Services, dba Big Spring Rail.

ARTICLE 2.
TERM

This Lease is to be for a term of **10 years** commencing on the **19th^t** day of **November, 2014**, or the lease term date dictated by the provisions of Article 5 below, and expiring on the **18th** day of **November, 2024**.

ARTICLE 3.
RENT

Lessee shall pay to Lessor at Lessor's address hereinafter stated in the City of Big Spring, Howard County, Texas, monthly in advance the sum of **\$ 3,337.50** with an additional monthly rail use fee of **\$ 100.00** during the term of this lease. The first such monthly rental payment, or a proportionate part thereof should this Lease be effective on a day other than the first day of the month, shall be due on the effective date of this lease.

On the fifth anniversary of this Lease, the monthly rental payable hereunder shall be increased by a percentage proportionate to the index point of change Consumer Price Index for All Urban Consumers (CPI-U) United States City Average published by the Bureau of Labor Statistics, U.S. Department of Labor, on such date, over the Consumer Price Index for All Urban Consumers (CPI-U) United States City Average as published by the Bureau of Labor Statistics, U.S. Department of Labor at the effective date of this Lease.

ARTICLE 4.
DEPOSIT

In addition to the initial rental payment, Lessee shall deposit with Lessor the sum of **\$ 0.00** which shall be retained by Lessor during the lease term, and upon termination of the lease, returned to Lessee less and except any monies then due and owing to Lessor by Lessee under the terms of this

lease, including any costs of restoring the premises to the condition called for under the terms hereof, as well as any other indebtedness caused or charges owing by Lessee to Lessor or to any third parties.

ARTICLE 5.
UTILITIES

Lessor will provide water and sewer access and one meter for each service to the property at suitable locations mutually agreed to by the Parties. Electricity will be provided to the property by the Electricity provider and Lessee will be responsible for all cost of having a separate meter installed to show actual use by Lessee for electricity.

Lessee shall pay all utility charges, including but not limited to water service, gas service, electrical service, sewer service, trash service, telephone service, and cable television service, resulting from Lessee's use of the Premises. Lease term will not commence until water and sewer services are provided.

ARTICLE 6.
PEACEFUL POSSESSION

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

ARTICLE 7.
MAINTENANCE

- (a) Lessee agrees that the premises property meets the standard applicable to the proposed use, except as specified herein. Lessee is responsible for activating all utilities.
- (b) Lessor will remove any/all sheds, buildings, etc., on property except those desired for retention by Lessee. Any remaining building(s) will be the responsibility of the Lessee for all maintenance and upkeep.
- (c) Lessee agrees at his own cost and expense to maintain the Leased premises in good order and condition, including routine maintenance and grounds maintenance, and upon termination of this Agreement to return said premises in good order and condition.

- (d) Lessor shall be entitled from time to time to inspect the premises and to point out any deficiencies in Lessee's maintenance of same.
- (e) Lessee agrees to promptly repair and restore said premises to remedy those deficiencies in a reasonable and prompt manner.
- (f) Lessee acknowledges that the signing of this lease constitutes a conclusive admission that Lessee has inspected the leased premises and has found them in good condition and repair.

ARTICLE 8.
INSURANCE

Lessee shall, at its own cost, secure and maintain fire and extended coverage insurance upon all buildings, current or constructed, and all leasehold improvements now or hereafter situated on the leased premises in an amount equal to the full insurable value of said buildings and improvements. Lessee shall also, at its own cost, throughout the Term hereof and any renewal term, carry insurance coverage as set forth in exhibit A which is attached hereto and incorporated herein, as if set forth in full.

ARTICLE 9.
ALTERATIONS

Lessee accepts the demised premises "as is." Any alterations, additions, or improvements to the premises must be authorized in writing by Lessor and shall be made at Lessee's sole cost and expense. Any alterations, additions, or improvements made to the demised premises shall become property of Lessor at the end of this lease at which time ownership will revert to the city of Big Spring. Alterations made without the written consent of Lessor shall be removed at the option of, and in a manner acceptable to, Lessor in order to return the premises to the same condition and state existing prior to the making of such alterations. This clause shall not apply to moveable fixtures, manufacturing equipment, machines, furniture, service equipment or any trade fixtures of Lessee, which shall remain Lessee's property. Lessee agrees that any damages that may be caused by the installation or removal of moveable fixtures, tanks, manufacturing equipment and machines, furniture, service equipment or any

trade fixtures will be repaired as soon as practical by Lessee at Lessee's sole expense.

ARTICLE 10.
LAWS AND REGULATIONS

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

ARTICLE 11.
NONDISCRIMINATION COVENANT

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

ARTICLE 12.
DAMAGE OR DESTRUCTION TO LEASED PREMISES

If the leased premises, or any part thereof (including any leasehold improvements), shall be damaged or destroyed, the Lessee shall, to the extent of the insurance proceeds available, promptly repair or replace the same and any insurance proceeds received with respect to such damage or destruction shall be applied in payment of the expenses of such repair or replacement and any excess insurance proceeds shall belong to Lessee. In repairing or replacing the leased premises pursuant to this provision, Lessee agrees to first have the plans and specifications for such repair or replacement approved by the Lessor and to obtain any and all performance and payment bonds and building permits as are required by Lessor. Lessee shall warrant unto the Lessor that all items and materials used in altering, repairing or replacing the demised premises are, at the time of installation, free and clear of any liens, mortgages or encumbrances, and shall indemnify and save the Lessor harmless from and

against any and all claims with respect thereto. If such a substantial portion of the demised premises is destroyed so that the Lessee cannot reasonably continue to utilize said premises until the same are repaired or replaced, then the Lessee may elect either to repair or replace the same to the extent of the insurance proceeds available (in which case the rent payable hereunder shall be abated until such time as the Lessee can reasonably resume operation of its business, and the term hereof shall be extended for a period equal to the rent abatement period), or not to repair or replace the same and to terminate this Lease, whereupon the full amount of all insurance proceeds shall be paid to the Lessor.

ARTICLE 13.
CONDEMNATION

If any part of the demised premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which in the judgment of the Lessee is adequate to support a normal business operations hereunder, the rent payable hereunder shall be reduced, commencing with the date title shall vest in condemner, to the amount determined by multiplying such rent by a fraction, the numerator of which is the area of the demised premises remaining after the condemnation, and the denominator of which is the area of the demised premises as of the date of condemnation. If Lessee determines that the said remaining portion of the demised premises is inadequate for the uses contemplated hereunder, Lessee shall have the option to terminate this Lease as of the date when title to the part so condemned vest in condemner. If all the demised premises shall be so taken or condemned, the Lessee shall be entitled to that portion of any award expressly stated to have been made to it for loss of business, loss of its furniture and fixtures, cost of removing its property and loss of the value of its leasehold interest in the land so taken. In the event of such taking, the City shall receive such portion of the award as is attributable to its reversionary fee interest in the land and improvements comprising the demised premises. Any portion of any condemnation award, which is not specifically apportioned to the Lessee, as aforesaid, shall belong to the Lessor. Lessor agrees that the City of Big Spring will not initiate condemnation proceedings for any part of the demised premises.

ARTICLE 14.
RENEWAL OPTION

At the termination of the initial term of this Agreement, Lessee, if not in default hereunder, shall have and is hereby granted **TWO (2)** successive options to extend this agreement for a period of **FIVE (5)** years each, a total of twenty years, upon the same terms and conditions as set forth in this Agreement except that the monthly rental payable hereunder during the option period shall be increased by a percentage proportionate to the index point of change Consumer Price Index for All Urban Consumers (CPI-U) United States City Average published by the Bureau of Labor Statistics, U.S. Department of Labor, at the time of the exercise option, over the Consumer Price Index for All Urban Consumers (CPI-U) United States City Average as published by the Bureau of Labor Statistics, U.S. Department of Labor at the effective date of this lease. Lessee may exercise the options granted herein by delivering a written election to exercise its option to Lessor at least sixty (60) days prior to the expiration of the initial term of the lease or if the lease is in an option year, (60) days prior to the end of the option year. Should Lessee fail to deliver the required notice within the sixty (60) day period as required then, this lease shall terminate.

ARTICLE 15.
SUBLEASE; ASSIGNMENT

Lessee shall not be entitled to sublease any portion of the demised premises or assign this lease without the prior written approval of the Lessor.

ARTICLE 16.
EVENTS OF DEFAULT

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

- a) Failure to pay any installment of the rent, if such failure continues for a period of ten (10) days from the due date.
- b) Failure to comply with any term, provision, or covenant of this lease, other than the payment of

rent, which failure continues for more than twenty (20) days after written notice thereof to Lessee.

- c) Assignment or attempted assignment of the lease for the benefit of creditors.
- d) Filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or if Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee thereunder and such adjudication shall not be vacated or set aside or stayed within the time permitted by law.
- e) Appointment of a receiver or trustee for all or substantially all of the assets of Lessee and such receivership shall not be terminated or stayed within the time permitted by law.
- f) If Lessee deserts or vacates any substantial portion of the premises for a period of five (5) or more days.

ARTICLE 17.
REMEDIES

- a) Upon the occurrence of any event of default specified above, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:
 - 1. Terminate this lease in which event Lessee shall immediately surrender the premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to release the premises on satisfactory terms or otherwise.
 - 2. Enter upon and take possession of the premises and expel or remove Lessee and any other person who may be occupying the premises or any part thereof, by force if

necessary, without being liable for prosecution or any claim for damages therefore, and if Lessor so elects, relet the premises on such terms as Lessor shall deem advisable and receive the rent thereof; and Lessee hereby agrees to pay to Lessor on demand any deficiency that may arise by reason of such reletting.

3. Enter upon the premises by force if necessary, without being liable for prosecution or any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this lease; and Lessee hereby agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with lessee's obligations under this lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action.
- b) No reentry or taking possession of the premises by Lessor shall be construed as an election on its part to terminate this lease, unless written notice of such intention be given to Lessee. Notwithstanding any such reletting or reentry or taking possession, Lessor may at any time thereafter elect to terminate this lease for previous default.
- c) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default.
- d) No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

- e) The loss or damage that Lessor may suffer by reason of termination of this lease or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession. Should Lessor at any time terminate this lease for any default, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages Lessor may incur by reason of such default, including cost of recovering the premises and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of said term, all of which amounts shall be immediately payable from Lessee to Lessor.
- f) No act or thing done by Lessor or its agents during the term hereby granted shall be deemed an acceptance of a surrender of the premises, and no agreement to accept a surrender of the premises shall be valid unless the same be made in writing and subscribed by Lessor.
- g) **Contractual Landlord's Lien.** In addition to the statutory Lessor's lien, Lessor shall have, at all times, a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Lessee, and to secure payment of any damages or loss which Lessor may suffer by reason of the breach by Lessee of any covenant, agreement, or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements, and other personal property of Lessee presently or which may hereafter be situated on the premises, and all proceeds therefrom, and such property shall not be removed therefrom without the consent of Lessor until all the arrearages in rent as well as any and all other sums of money then due to Lessor hereunder shall first have been paid and discharged and all the covenants, agreements, and conditions hereof have been fully complied with and performed by Lessee. The foregoing shall not prevent the sale by Lessee of any merchandise in the ordinary course of business free of said security interest of Lessor.

- h) Upon the occurrence of an event of default by Lessee, Lessor may, in addition to any other remedies provided herein, after giving reasonable notice of the intent to take possession and giving an opportunity for a hearing thereon, enter upon the premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Lessee situated on the premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Lessee reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Lessor or its assigns may purchase unless otherwise prohibited by law.
- i) Unless otherwise provided by law, and without intending to exclude any other manner of giving Lessee reasonable notice, the requirement of reasonable notice shall be met if such notice is given at least five (5) days before the time of sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding, and selling of the property (including reasonable attorney's fees and other expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this section. Any surplus shall be paid to Lessee or as otherwise required by law; and the Lessee shall pay any deficiencies forthwith. Upon request by Lessor, Lessee agrees to execute and deliver to Lessor a financing statement in form sufficient to protect the security interest of Lessor in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in the State of Texas. The statutory lien for rent is not hereby waived, the security interest herein granted being in addition and supplementary thereto.

ARTICLE 18.
HOLDING OVER

Should Lessee, or any of its successors in interest, hold over the premises, or any part thereof,

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

ARTICLE 19.
TERMINATION BY LESSEE

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

ARTICLE 20.
NON-WAIVER OF RIGHTS

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

ARTICLE 21.
ATTORNEY'S FEES

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

ARTICLE 22.
PARKING

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

ARTICLE 23.
APPLICABLE LAW

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

provision contained in this Lease is held to be invalid by any Court of competent jurisdiction such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

ARTICLE 24.
HAZARDOUS WASTE

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

In the event Lessee's business requires the production of Hazardous or Industrial Waste, Lessee shall provide to Lessor, before the 10th of each month, a detailed list of all waste produced or existing upon the property accompanied by a description of the method of removal and disposal of the waste. The description shall include a timetable for removal of the waste which may not exceed ten (10) days from the date of production of the waste. Lessee hereby consents and agrees that Lessor shall have the right to inspect the leased premises and any containers owned by Lessee to determine whether and to what extent hazardous or industrial waste may exist upon the leased premises. The inspection may be conducted by Lessor's agents, at all reasonable times as determined by Lessor's representatives, with or without Lessee or Lessee's representatives present.

Upon termination of the lease agreement for any reason, Lessee shall within three (3) days of the date of termination of the agreement remove all hazardous or industrial waste from the premises.

ARTICLE 25.
AERONAUTICAL NECESSITY EXCLUSION

In the event the Lessor determines in its sole discretion that the property is needed for aviation purposes, Lessee agrees to vacate the property upon twelve months advance written notice from Lessor of such requirement. If such a need arises and Lessor is able to provide Lessee with another location of similar quality and size, including rail access, Lessee agrees to relocate to the alternate site upon three

EXHIBIT A

1. General Indemnification

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

2. General Insurance Conditions

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

2.1. Satisfactory Companies

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

2.2. Named Insureds & Loss Payable Endorsements

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

2.3. Waiver of Subrogation

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

2.4. Certificates of Insurance

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

insurance. In addition, Contractor and insurance company shall immediately provide written notice to City's Finance Director upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Finance Director at City Hall, 310 Nolan St., Big Spring, TX 79720.

2.5. Lessee's Liability

The procurement of such policy of insurance shall not be construed to be a limitation upon Lessee's liability or as a full performance on its part of the indemnification provisions of this Agreement. Lessee's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.

3. Types and Amounts of Insurance Required

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

3.1 Fire and Extended Coverage

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

3.2. Commercial General Liability

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

Coverage shall be as follows:

 \$ 1,000,000. General Aggregate

 \$ 500,000. Each Occurrence

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of November, 2014 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of November, 2014 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Big Springs ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: As Lessee is a unit of local government of the State of Texas and is subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.

Section 13 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) upon 48 hours notice and during regular business hours during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

Section 14(a), first paragraph, of the Master Equity Lease Agreement is amended to read as follows:

(a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for thirty (30) days;

Section 14, first sentence, second paragraph of the Master Equity Lease Agreement is amended to read as follows:

Upon the occurrence of any Event of Default, Lessor, with written notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies:

Section 14, second paragraph of the Master Equity Lease Agreement is amended to add the following additional paragraph:

Termination: Lessee reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this agreement.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of

any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective five (5) days after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the City. The parties further agree that should the City fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the _____ day of November, 2014.

City of Big Springs (Lessee)

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this thirteenth day of November, 2014, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return a Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. . INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns, as well as reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Big Spring

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc., its attorney in fact

By: _____
Title: _____

By: Kara Jones
Title: Business Manager

Address: 400 E 4th St
Big Spring, TX 79720

Address: 4210 S Congress
Austin, TX 77845

Date Signed: _____

Page 75 Date Signed _____, 11-18-14 Agenda



HOWARD COUNTY 911 COMMUNICATION DISTRICT

P.O. BOX 2398 • BIG SPRING, TEXAS 79721-2398
(432) 267-1900 • FAX (432) 268-9228

November 4, 2014

City of Big Spring
310 S Nolan St.
Big Spring, TX 79720

RE: Howard County 9-1-1 Communication District Board Member Terms
It is time to appoint or reappoint a member to the Howard County 9-1-1 Communication District.

Each year the law requires the appointment of 9-1-1 Board Members. There are currently five (5) voting Board members and one (1) non-voting member appointed on a staggered two-year term.

Two (2) members are appointed by the Howard County Commissioner's Court, two (2) by all Incorporated Cities within the County, one (1) member is appointed by the Volunteer Fire Fighters within the County, and the one (1) non-voting member is appointed by the largest telephone service provider within the County of Howard.

County Appointees:

Melinda Hernandez	reappointed 2011	term expires October 2013
Stanley Bogard	reappointed 2012	term expires October 2014

City Appointees:

Debra Wallace	Appointed 2012	term expires October 2014
Mary Gressett	Appointed 2011 2013	term expires October 2013 2015

Volunteer Fire Fighter's Appointee:

Zach Johnson	reappointed 2012	term expires October 2014
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SBC Representative:

Sam McClung	Appointed 2003
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Sincerely,

Tommy Sullivan, Director