



## CITY COUNCIL REGULAR AGENDA

**Tuesday, February 14, 2023**

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, February 14, 2023, at 5:30 PM at the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas. **We welcome the public to attend the meeting via telecommunication. Citizens will be able to view the City Council Meeting on Our Local Channel 17 through Suddenlink or on Our Website <http://mybigspring.com/224/Channel-17-Live>.**

### CITY COUNCIL MEETING ETIQUETTE

Gentlemen are requested to remove their hats inside the City Council Chambers. As a courtesy to those in attendance, please place your cell phone on "Silent" or "Vibrate." Please, no talking during the meetings. Take all conversations outside so that others can hear.

Thank you!

### Open Session

- |                                                                               |       |
|-------------------------------------------------------------------------------|-------|
| 1. Call to Order                                                              | Moore |
| 2. Invocation                                                                 | Moore |
| 3. Pledge of Allegiance to the United States Flag and to the Texas State Flag | Moore |

### Public Comment

**Public Comment** – Members of the public are entitled to speak on any topic. Additionally, members of the public may comment on any action item before or during its consideration. Speakers are Requested to Stand at the Podium and State Their Name and Address. Speakers Should Fill out the Form at the Podium and Turn it into the City Secretary. Please Do Not Exceed Five (5) Minutes.

- |                          |       |
|--------------------------|-------|
| 4. <b>Public Comment</b> | Moore |
|--------------------------|-------|

## **City Manager's Report**

5. City Manager's report on the following items:

Darden

- Large Item Pickup, District 2 - Feb. 15, 2023
- Special Council Meeting Feb. 23rd for Abatements
- Feb. 28th Council Meeting Reminder & Discussion on City's Talking Points at Summit
- Chamber Banquet Feb. 16th
- City Holiday - President's Day, Feb. 20th

## **Consent Items**

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|
| 6. Approval of the City Council Minutes of the Regular Meeting of January 24, 2023 and of the Special Meeting of February 2, 2023.                                                                                                                                                                                                                                                                                                  | 6-20  | Davis  |
| 7. Acknowledge Receipt of the Planning & Zoning Minutes of the Regular Meeting of November 1, 2022.                                                                                                                                                                                                                                                                                                                                 | 21-23 | Bowles |
| 8. Final Reading of a Resolution Authorizing Continued Participation with the Steering Committee of Cities Served by Oncor; and Authorizing the Payment of Ten Cents Per Capita to the Steering Committee to Fund Regulatory and Legal Proceedings and Activities Related to Oncor Electric Delivery Company, LLC.; and Providing an Effective Date                                                                                 | 24-36 | Medina |
| 9. Final Reading of a Resolution of the City Council of the City Of Big Spring, Texas Supporting the Proposed Project for the Texas Department Of Housing And Community Affairs 2023 Competitive (9%) Housing Tax Credit ("HTC"), "The Trails at Big Spring" Project in the City of Big Spring and Pledging \$250 in Permit, Inspection, and Water and Wastewater Tapping Fees Towards the Project; and Providing an Effective Date | 37-42 | Bowles |
| 10. Final Reading of an Ordinance Amending Ordinance Number 038-2022 which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the General Fund Budget for the Purpose of Purchasing a Zero Turn Mower for the Parks Department; Providing for Severability; Providing for Publication; and Providing an Effective Date           | 43-44 | Lewis  |

- |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |       |        |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|
| 11. | Final Reading of an Ordinance Amending Ordinance Number 038-2022 which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the General Fund Budget for the Purpose of Ongoing Litigation; Providing for Severability; Providing for Publication; and Providing an Effective Date                                                                                   | 45-46 | Medina |
| 12. | Final Reading of an Ordinance Amending Ordinance Number 038-2022 which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Transferring Funds within the Airpark Fund Budget for the Purpose of Purchasing a HVAC Unit for the Airpark Terminal Building; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date | 47-49 | Feeley |
| 13. | Final Reading of an Ordinance Repealing Subsection 12-44(4) of the Big Spring City Code and Substituting a New Section 12-50 of Chapter 12 of the Big Spring City Code to Adopt with Amendments the 2023 National Electrical Code; Providing for a Penalty; Providing for Severability; Providing for Repeal; and Providing an Effective Date.                                                                                                                       | 50-64 | Bowles |

### **Vouchers**

- |     |                                                                                                                                                   |         |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 14. | Vouchers for 01/26/23    \$    882,764.07<br>Drafts                                \$    2,223,507.21                                             | Ornelas |
| 15. | Vouchers for 02/03/23    \$    151,977.63<br>Vouchers for 02/09/23    \$    1,198,282.22<br>Drafts                                \$    20,304.50 | Yanez   |

### **Bids**

- |     |                                                                                                                                                                                                                              |       |        |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|
| 16. | Consideration and Possible Action on Awarding a Crack Seal Bid for 2023 and Authorizing City Manager or His Designee to Execute any Necessary Documents                                                                      | 65-66 | Medina |
| 17. | Consideration and Possible Action on Awarding a Bid for the Downtown Revitalization Grant Regarding Sidewalk and Water Line Improvements and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 67    | Bowles |
| 18. | Consideration and Possible Action to Select an Engineering Firm Based on a Request for Qualifications for the Wastewater Treatment Plant's Grit Removal System and                                                           | 68    | Bowles |

Authorizing the City Manager or His Designee to Execute any Necessary Documents

- |     |                                                                                                                                                                                                                                                                   |    |        |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------|
| 19. | Consideration and Possible Action to Select an Engineering Firm Based on a Request for Qualifications for the Wastewater Treatment Plant's Cloth Filtration System and Authorizing the City Manager or His Designee to Execute any Necessary Documents            | 69 | Bowles |
| 20. | Consideration and Possible Action on Selecting a Proposal Pursuant to RFP # 22-020, "Economic Development/Real Estate Opportunity -- 1801 East I-20, Big Spring, Texas 79720" and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 70 | Medina |

**New Business**

- |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |         |          |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|
| 21. | Report on the Big Spring Police Department 2022 Racial Profiling Analysis                                                                                                                                                                                                                                                                                                                                                                            | Handout | Williams |
| 22. | Consideration and Possible Action Granting Permission to Donate Police Units to the Permian Basin Law Enforcement Academy                                                                                                                                                                                                                                                                                                                            | 71      | Williams |
| 23. | Consideration and Possible Action Authorizing Event Funding from CVB for Texas Junior Disc Open                                                                                                                                                                                                                                                                                                                                                      | 72-82   | Lewis    |
| 24. | <b>TABLED</b> - First Reading of an Ordinance Amending Chapter 2 of the Big Spring City Code Entitled "Administration," Article VII "Boards and Commissions," Division 2 "Aviation Advisory Board" Section 2-261 by Adding a New Subsection (G) in Order to Render Inactive the Said Board and Release the Members of the Board for Potential Consideration for Service on Other Boards; Providing for Severability; and Providing an Effective Date | 83-84   | Feeley   |
| 25. | First Reading of an Ordinance Amending Ordinance Number 038-2022 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the Airpark Fund Budget for the Purpose of Adding the Debt Service Funds Back in the Budget; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date        | 85-86   | S. Smith |
| 26. | Consideration and Possible Action to Approve Agreement to Surrender Leasehold for Consideration with Permian Holdings, LP with Regard to Five Acres at Industrial Park at                                                                                                                                                                                                                                                                            | 87-111  | Feeley   |

the Big Spring McMahon Wrinkle Airpark, commonly referred to as 5412 West Interstate 20, Big Spring, Texas and  
Authorize the Mayor to Execute Any Necessary Documents

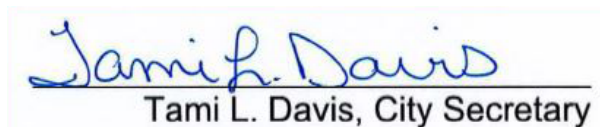
**Council Input**

- |                   |       |
|-------------------|-------|
| 27. Input         | Moore |
| 28. <b>ADOURN</b> | Moore |

The City Council reserves the right to meet in executive session on any agenda item should the need arise pursuant to Chapter 551, Subchapter D of the Texas Government Code, or the Texas Disciplinary Rules of Professional Conduct.

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the City Council and **Posted on Friday, February 10, 2023 at 5:30 p.m.** in accordance with Title 5, Texas Government Code and Chapter 551.

In addition, this agenda and supporting documents are posted on the City of Big Spring's Website, [www.mybigspring.com](http://www.mybigspring.com), in accordance with legal requirements.



THE MEETING FACILITY IS ACCESSIBLE TO DISABLED PERSONS. ANY DISABLED PERSON NEEDING SPECIAL ACCOMMODATION OR A HEARING IMPAIRED PERSON WISHING TO HAVE AN INTERPRETER SHOULD REQUEST SERVICES AT LEAST 48 HOURS PRIOR TO THE SCHEDULED MEETING BY CONTACTING TAMI DAVIS AT 432-264-2513 OR EMAIL: [TDAVIS@MYBIGSPRING.COM](mailto:TDAVIS@MYBIGSPRING.COM).

STATE OF TEXAS :  
COUNTY OF HOWARD :  
CITY OF BIG SPRING :

The City Council of the City of Big Spring, Texas, met in a REGULAR AGENDA in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, January 24, 2023, with the following members present in person:

COUNCIL MEMBER TROY TOMPKINS  
COUNCIL MEMBER DIANE YANEZ  
COUNCIL MEMBER CODY HUGHES  
MAYOR ROBERT MOORE  
MAYOR PRO TEM NICK ORNELAS  
COUNCIL MEMBER MAURY SMITH

Same and constituting a quorum, for which four Councilmembers must be present; and the following staff in person;

|                |                             |
|----------------|-----------------------------|
| TODD DARDEN    | City Manager                |
| JOHN MEDINA    | Assistant City Manager      |
| ANDREW HAGEN   | City Attorney               |
| SHANE BOWLES   | Public Works Director       |
| CHAD WILLIAMS  | Police Chief                |
| CRAIG FERGUSON | Fire Chief                  |
| MIKE FEELEY    | Airpark Director            |
| SANDY SMITH    | Finance Director            |
| HAYLEY LEWIS   | Community Services Director |
| TAMI DAVIS     | City Secretary              |
| MANDY HAYNES   | Municipal Judge             |

### Open Session

Call to Order

**Mayor Moore called the City Council meeting to order at 5:30 p.m.**

Invocation

**Scott Jimenez, Emergency Services Chaplain, gave the invocation.**

Pledge of Allegiance to the United States Flag and to the Texas State Flag

**Mayor Moore led the Pledge of Allegiance to the United States Flag and to the Texas State Flag.**

## Public Comment

### **Public Comment**

There were no comments at this time.

## Announcements, Presentations and Public Hearings

**Presentation** - Receiving the Accepted Donation from Scott Emerson to the Animal Control Shelter

**Scott Emerson presented a donation in the amount of \$16,287.54 to be used at the Animal Control Shelter collected from anonymous donors.**

**MOTION WAS MADE BY Council Member Hughes to open all of the public hearings listed below, seconded by Council Member Yanez.**

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6  
Council Member Hughes, Council Member Tompkins, Council Member Smith 0  
NAYS: None**

**MOTION PASSED**

**PUBLIC HEARING** – Consideration and Possible Action Concerning Abatement of Public Nuisance, at **1400 STATEPARK DRIVE, BIG SPRING, TEXAS 79720 – LTS 5-6, BK 2 MOUNTAINVIEW ADDITION** – OWNER: EARL D KOLDEN, 1400 STATEPARK DRIVE, BIG SPRING, TEXAS 79720

**PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **2509 OLD HWY 80, BIG SPRING, TEXAS 79720 - LTS 8-9, BK 4, LINCOLN ADDITION** - OWNER: LEONOR RIOS, 2509 OLD HWY 80, BIG SPRING, TEXAS 79720

**PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **2714 LYNN, BIG SPRING, TEXAS 79720 - LTS 12, BK 10, KENTWOOD ADDITION** - OWNER: DONALD DEEN BOOTH, 2509 OLD HWY 80, BIG SPRING, TEXAS 79720

**PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **209 CIRCLE DRIVE, BIG SPRING, TEXAS 79720 - 2 ACRES TR OF SC 44, BK 32 IN 60X140 579 BLK** - OWNER: ARBOH GROUP, LLC, 209 CIRCLE

DRIVE, BIG SPRING, TEXAS 79720

**PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **510 SOUTH BENTON, BIG SPRING, TEXAS 79720 - LT 6, BK4, PORTER ADDITION** - OWNER: THOMAS DOROTHY, 510 SOUTH BENTON, BIG SPRING, TEXAS 79720

**PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **109 NE 10th STREET, BIG SPRING, TEXAS 79720 - SE/4 OF SC 42, BK32, WILLIAM B CURRIE ADDITION** - OWNER: DAVID WARD, 109 NE 10TH STREET, BIG SPRING, TEXAS 79720

**PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **201 NE 2ND STREET, BIG SPRING, TEXAS 79720 - LT 6, BK 116, ORIGINAL TOWN ADDITION** - OWNER: FRANK GARZA JR, 201 NE 2ND STREET, BIG SPRING, TEXAS 79720

**PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **203 NE 2ND STREET, BIG SPRING, TEXAS 79720 - LT 5, BK 116, ORIGINAL TOWN ADDITION** - OWNER: PHILLIP MENDOZA JR, 203 NE 2ND STREET, BIG SPRING, TEXAS 79720

**PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **1604 EAST 16TH STREET, BIG SPRING, TEXAS 79720 - W/2 OF LT 5, BK 4, MAY THIXTON ADDITION** - OWNER: TANYA GEAN JEWETT, 1604 EAST 16TH STREET, BIG SPRING, TEXAS 79720

**PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **702 EAST 15TH STREET, BIG SPRING, TEXAS 79720 - LT 2, BK 19, COLE AND STRAYHORN ADDITION** - OWNER: OSCAR H HERNANDEZ, 702 EAST 15TH STREET, BIG SPRING, TEXAS 79720

**PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **1001 SYCAMORE, BIG SPRING, TEXAS 79720 - LT 1, BK 1, HIGHLAND PARK ADDITION** - OWNER: AARON MICHAEL GARRISON, 1001 SYCAMORE, BIG SPRING, TEXAS 79720

**MOTION WAS MADE BY Council Member Yanez to continue with the above captioned abatements for 30 days on all properties listed above except for 201 NE 2nd Street and 203 NE 2nd Street, seconded by Council Member Smith.**

**YEAS:** Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6  
Council Member Hughes, Council Member Tompkins, Council Member Smith 0  
**NAYS:** None

**MOTION PASSED**

Mayor Moore closed the above captioned public hearings.

### City Manager's Report

City Manager's report on the following items:

- Update on Large Item Pickup, District 1 - Jan. 18, 2023
- Update on the Animal Shelter
- Update on the Warning Siren - Station 4
- Update on Right-of-Way Cleanup on MLK
- Howard County Day - January 26, 2023
- EDA Grant Kickoff Meeting
- COVID Update

Todd Darden, City Manager, gave an update on the above captioned items as follows; 12 tons of trash was picked up in District 1; The animal shelter is almost complete and thanked Scott Emerson with his help and donations; The staff is working on the warning sirens; The Street Dept. has been cleaning up the right-of-way on Martin Luther King Blvd.; Several staff members and Council Members will be attending the Howard County Day will in Austin and Mr. Darden thanked Mark Willis and Teresa Morris for their work on setting that up; The EDA Grant meeting went very well and look forward to getting started; Covid update - The number of cases have dropped since Dec. 2022 and still encourage citizens to take precautions.

### Consent Items

Approval of the City Council Minutes of the Regular Meeting of January 10, 2023.

Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Director's Minutes for the Regular Meetings of November 15, 2022 and December 20, 2022.

Final Reading of an Ordinance Amending Ordinance Number 038-2022 which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the General Fund Budget for the Purpose of Purchasing Rescue Equipment (Boots) for the Fire Department; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date

Final Reading of an Ordinance Amending Ordinance Number 038-2022 which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the EMS Fund Budget for the Purpose of Additional Education for the EMS Department; Providing for Repeal

of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date

Final Reading of an Ordinance Amending Ordinance Number 038-2022 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the Landfill Enterprise Fund Budget for the Purpose of Wood Chipping at the Big Sandy Landfill; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date

Final Reading of an Ordinance of the City Council of the City of Big Spring, Texas Amending Chapter 2 of the Big Spring City Code Entitled "Administration," Article VII "Boards and Commissions," Division 5 "Traffic Commission," Section 2-300 by Amending Subsection (D) and Adding a New Subsection (E); in Order to Render Inactive the Said Board and Release the Members of the Board for Potential Consideration for Service on Other Boards; Providing for Severability; and Providing for an Effective Date

Final Reading of an Ordinance of the City of Big Spring, Texas Amending Chapter 28, "Health," of the Big Spring Code, Article V, "Municipal Ambulance Services," Section 28-135 Entitled "Ambulance Fees" to Update Fees For Basic Ambulance Services; Providing for Severability; Providing for Publication; and Providing an Effective Date.

Final Reading of a Resolution of the City Council of the City of Big Spring, Texas, Amending Resolution 031-2022 to Authorize and Appoint the City Manager to Submit an Application to the Public Safety Office for the "Bullet-Resistant Shield Grant Program, FY2023" to Secure Funding for 30 Street Level Bullet-Resistant Shields; Provide Written Assurance that in an Event of Loss or Misuse of Grant Funds the City Council Will Return All Funds to the Office of the Governor; and Providing for an Effective Date

Final Reading of a Resolution Calling for a General Election to be Held on May 6, 2023 for the Purpose of Electing One Person to Serve as City Council Member for District One and One Person to Serve as City Council Member for District Three; Providing for the Conduct of the Election; Designating Several Polling Places Within the City; Authorizing the Mayor to Execute Notice and Have the Notice Posted for the Purpose of Notifying the Public of Said Election; and Providing for Severability

**MOTION WAS MADE BY Mayor Pro Tem Ornelas to approve the above captioned minutes, ordinances and resolutions, seconded by Council Member Yanez.**

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6  
Council Member Hughes, Council Member Tompkins, Council Member Smith 0  
NAYS: None**

**MOTION PASSED**

### Vouchers

Vouchers for 01/12/23   \$ 3,670,953.84  
Vouchers for 01/19/23   \$   691,372.03  
Manual Ck.               \$   256,338.11

**Mayor Pro Tem Ornelas reviewed the above captioned vouchers.**

**MOTION WAS MADE BY Mayor Pro Tem Ornelas to approve the above captioned vouchers, seconded by Council Member Smith.**

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez,               6  
Council Member Hughes, Council Member Tompkins, Council Member Smith 0**

**NAYS: None**

**MOTION PASSED**

### Bids

Consideration and Possible Action on Awarding the Sale of Tax Properties by Texas Communities Group as Follows (Items 29-34):

Parcel R000002408, 603 E. 16th Street to Rosa Elia Avila in the amount of \$1,550.00

Parcel R000008301, 601 Goliad Street to Land4Less in the amount of \$908.00

Parcel R000008783 & R000008784, 209 NE 2nd Street to Kevin Quezada in the amount of \$300.00

Parcel R000008938, 1900 Wasson Road to Cinthia & Fortino Quezada in the amount of \$3,055.00

Parcel R0000010059, 108 N. Benton Street to Rosa Elia Avila in the amount of \$2,500.00

Parcel R0000010060, 200 N. Benton Street to Rosa Elia Avila in the amount of \$2,500.00

**MOTION WAS MADE BY Council Member Hughes to award the sale of the above listed Parcel's as stated, seconded by Council Member Yanez.**

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez,               6  
Council Member Hughes, Council Member Tompkins, Council Member Smith 0**

**NAYS: None**

**MOTION PASSED**

Consideration and Possible Action on Awarding a Bid for a John Deere Z950m Zero Turn Mower for the Parks Department and Authorizing the City Manager or His Designee to Execute any Necessary Documents

Consideration and Possible Action on Awarding a Bid for a John Deere Gator for the Cemetery Department and Authorizing the City Manager or His Designee to Execute any Necessary Documents

Consideration and Possible Action on Awarding a Bid for a Vertical Baler for the Sanitation Department and Authorizing the City Manager or His Designee to Execute any Necessary Documents

Consideration and Possible Action on Awarding a Bid for Golf Carts and Range Picker for the Golf Course and Authorizing the City Manager or His Designee to Execute any Necessary Documents

**MOTION WAS MADE BY Council Member Smith to award staff recommendation on the above captioned bids as follows, seconded by Mayor Pro Tem Ornelas;**

**A John Deere Z950m Zero Turn Mower to South Plains Implement in the amount of \$12,507.88;**

**A John Deere Gator to South Plains Implement in the amount of \$12,314.49;**

**A Vertical Baler to Waste Quip in the amount of \$18,863.05; and**

**Golf Carts and one Range Picker to EZ Go in the amount of \$152,094.19.**

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6**

**Council Member Hughes, Council Member Tompkins, Council Member Smith 0**

**NAYS: None**

**MOTION PASSED**

#### New Business

City Manager Appointment to the Civil Service Commission - Raul Marquez Jr.

**MOTION WAS MADE BY Mayor Pro Tem Ornelas to accept the City Manager's appointment, Raul Marquez Jr, to the Civil Service Commission, seconded by Council Member Smith.**

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6**

**Council Member Hughes, Council Member Tompkins, Council Member Smith 0**

**NAYS: None**

**MOTION PASSED**

Acknowledge Receipt of the Investment Report for the Quarter Ending December 30, 2022

**City Council acknowledged the receipt of the above listed Investment Report.**

Acknowledge Receipt of the Quarterly Financial Report

**City Council acknowledged the above captioned Financial Report.**

Consideration and Possible Action Authorizing Event Funding Requests from CVB for Together Trail Race.

**MOTION WAS MADE BY Council Member Tompkins to approve the above captioned funding request, seconded by Mayor Pro Tem Ornelas.**

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6  
Council Member Hughes, Council Member Tompkins, Council Member Smith 0**

**NAYS: None**

**MOTION PASSED**

First Reading of a Resolution Authorizing Continued Participation with the Steering Committee of Cities Served by Oncor; and Authorizing the Payment of Ten Cents Per Capita to the Steering Committee to Fund Regulatory and Legal Proceedings and Activities Related to Oncor Electric Delivery Company, LLC.; and Providing an Effective Date

**MOTION WAS MADE BY Council Member Smith to approve the above captioned resolution, seconded by Council Member Hughes.**

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6  
Council Member Hughes, Council Member Tompkins, Council Member Smith 0**

**NAYS: None**

**MOTION PASSED**

First Reading of a Resolution of the City Council of the City Of Big Spring, Texas Supporting the Proposed Project for the Texas Department Of Housing And Community Affairs 2023 Competitive (9%) Housing Tax Credit ("HTC"), "The Trails at Big Spring" Project in the City of Big Spring and Pledging \$250 in Permit, Inspection, and Water and Wastewater Tapping Fees Towards the Project; and Providing an Effective Date

**MOTION WAS MADE BY Council Member Yanez to approve the above captioned resolution, seconded by Mayor Pro Tem Ornelas.**

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6  
Council Member Hughes, Council Member Tompkins, Council Member Smith 0**

**NAYS: None**

**MOTION PASSED**

First Reading of a Resolution to Disallow the Concealed or Open Carrying of a Handgun by a Holder of a License to Carry into the Room or Rooms in which any Meeting of the City Council is Meeting

**MOTION WAS MADE BY Mayor Moore to approve the above captioned resolution, seconded by Council Member Smith.**

**YEAS: Mayor Moore, Council Member Yanez, Council Member Smith 3**  
**NAYS: Mayor Pro Tem Ornelas, Council Member Hughes, Council Member Tompkins 3**

**MOTION FAILED**

First Reading of an Ordinance Amending Ordinance Number 038-2022 which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the General Fund Budget for the Purpose of Purchasing a Zero Turn Mower for the Parks Department; Providing for Severability; Providing for Publication; and Providing an Effective Date

**MOTION WAS MADE BY Council Member Yanez to approve the above captioned ordinance, seconded by Council Member Hughes.**

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6**  
**Council Member Hughes, Council Member Tompkins, Council Member Smith 0**  
**NAYS: None**

**MOTION PASSED**

First Reading of an Ordinance Amending Ordinance Number 038-2022 which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the General Fund Budget for the Purpose of Ongoing Litigation; Providing for Severability; Providing for Publication; and Providing an Effective Date

**MOTION WAS MADE BY Council Member Hughes to approve the above captioned ordinance, seconded by Council Member Tompkins.**

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6**  
**Council Member Hughes, Council Member Tompkins, Council Member Smith 0**  
**NAYS: None**

**MOTION PASSED**

First Reading of an Ordinance Amending Ordinance Number 038-2022 which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Transferring Funds within the Airpark Fund Budget for the Purpose of Purchasing a HVAC Unit for the Airpark Terminal Building; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date

**MOTION WAS MADE BY Council Member Yanez to approve the above captioned ordinance, seconded by Council Member Smith.**

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6**  
**Council Member Hughes, Council Member Tompkins, Council Member Smith 0**  
**NAYS: None**

**MOTION PASSED**

First Reading of an Ordinance Amending Chapter 2 of the Big Spring City Code Entitled "Administration," Article VII "Boards and Commissions," Division 2 "Aviation Advisory

Board" Section 2-261 by Adding a New Subsection (G) in Order to Render Inactive the Said Board and Release the Members of the Board for Potential Consideration for Service on Other Boards; Providing for Severability; and Providing an Effective Date

**MOTION WAS MADE BY Council Member Tompkins to table the above captioned ordinance, seconded by Mayor Pro Tem Ornelas.**

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6  
Council Member Hughes, Council Member Tompkins, Council Member Smith 0  
NAYS: None**

**MOTION PASSED**

First Reading of an Ordinance Repealing Subsection 12-44(4) of the Big Spring City Code and Substituting a New Section 12-50 of Chapter 12 of the Big Spring City Code to Adopt with Amendments the 2023 National Electrical Code; Providing for a Penalty; Providing for Severability; Providing for Repeal; and Providing an Effective Date.

**MOTION WAS MADE BY Council Member Smith to approve the above captioned ordinance, seconded by Council Member Hughes.**

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 5  
Council Member Hughes, Council Member Smith 1  
NAYS: Council Member Tompkins**

**MOTION PASSED**

Consideration and Possible Action to Approve an Aircraft Disposal and Settlement Agreement with the Owner of an Inoperable Cessna Aircraft at the Big Spring Wrinkle-McMahon Airport and Authorizing the City Manager or His Designee to Execute any Necessary Documents

**MOTION WAS MADE BY Council Member Tompkins to approve the above captioned agreement, seconded by Council Member Yanez.**

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6  
Council Member Hughes, Council Member Tompkins, Council Member Smith 0  
NAYS: None**

**MOTION PASSED**

Consideration and Possible Action to Approve a Water Supply Agreement Between the City of Big Spring and the City of Coahoma and Authorizing the Mayor or His Designee to Execute any Necessary Documents

**MOTION WAS MADE BY Council Member Yanez to approve the above captioned agreement, seconded by Council Member Hughes.**

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6  
Council Member Hughes, Council Member Tompkins, Council Member Smith 0  
NAYS: None**

**MOTION PASSED**

## Council Input

Input

**All Council Members thanked several staff members for their hard work and dedication.**

**MOTION WAS MADE BY Mayor Moore to adjourn into the executive sessions listed below at 7:31 p.m., seconded by Council Member Hughes.**

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6  
Council Member Hughes, Council Member Tompkins, Council Member Smith 0  
NAYS: None**

**MOTION PASSED**

## Executive Session

**Adjourn** into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act: Section 551.071, Texas Government Code, to Receive Attorney Advice and Consultation; and Section 551.072 Texas Government Code, "Deliberation Regarding Real Property; Closed Meeting," to Deliberate the Purchase, Exchange, Lease, or Value of Real Property when Deliberation in an Open Meeting Would Have a Detrimental Effect on the Position of the Governmental Body in Negotiations with a Third Person:

- Lease of Permian Holdings, LP, of 5 Acres at Big Spring Wrinkle McMahon Airport;
- Leases of Municipal Corrections Finance, L.P. (Geo), 3700 Wright Ave ("Airpark"), 3711 Wright Ave. ("Cedar Hill") and 2001 Rickabaugh Ave. ("Flightline"), Big Spring, Texas

**MOTION WAS MADE BY Council Member Smith authorizing the Mayor to negotiate an offer to buy out the remaining term of the current lease with Permian Holdings, LP for \$32,000.00, seconded by Council Member Yanez.**

**No action was taken on the leases of the Municipal Corrections Finance, L.P.**

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6  
Council Member Hughes, Council Member Tompkins, Council Member Smith 0  
NAYS: None**

**MOTION PASSED**

**Adjourn** into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.071, Texas Government Code, "Consultation with

Attorney; Closed Meeting," and the Texas Disciplinary Rules of Professional Conduct, to Provide Legal Advice and Counsel with Respect to Litigation and Potential Litigation.  
**No action was taken on the above captioned executive session.**

**Adjourn** into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.087, Texas Government Code, "Deliberation Regarding Economic Development Negotiations; Closed Meeting" to Discuss and Deliberate Economic Development Negotiations:

- Development Agreement for Southeast Corner of East Marcy Drive and South Goliad Street

**MOTION WAS MADE BY Council Member Smith authorizing the City Manager to sign the above captioned Development Agreement, seconded by Council Member Hughes.**

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6  
Council Member Hughes, Council Member Tompkins, Council Member Smith 0  
NAYS: None**

**MOTION PASSED**

**Reconvene** into Open Session and Take any Necessary Action on Executive Session Items

**City Council reconvened into open session at 8:20 p.m. and took necessary action as listed under each executive session.**

Consideration and Possible Action to approve Estoppel and Recognition Agreements among City of Big Spring, Landlord, Municipal Corrections Finance, L.P., Alter Domus Products Corp., and Ankura Trust Company Relating to Leases at 3700 Wright Ave ("Airpark"), 3711 Wright Ave. ("Cedar Hill"), and 2001 Rickabaugh Ave ("Flightline"), Big Spring, Texas.

**MOTION WAS MADE BY Mayor Pro Tem Ornelas to postpone any action for the time being, seconded by Council Member Hughes.**

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6  
Council Member Hughes, Council Member Tompkins, Council Member Smith 0  
NAYS: None**

**MOTION PASSED**

Consideration and Possible Approval for an Amendment to Flightline Lease with Geo to allow the City to Re-Lease the Firing Range to another Party.

**No action was taken on the above captioned executive session.**

**ADJOURN**

**Mayor Moore adjourned the Council Meeting at 8:24 p.m.**

\_\_\_\_\_  
Robert H. Moore III, Mayor

ATTEST:

\_\_\_\_\_  
Tami L. Davis, City Secretary

STATE OF TEXAS :  
COUNTY OF HOWARD :  
CITY OF BIG SPRING :

The City Council of the City of Big Spring, Texas, met in a Special Meeting - Originally called to be held on January 30, 2023 at 5:30 p.m. and was postponed due to snow/ice storm until January 31, 2023 at 5:30 p.m. and due to the ongoing snow/ice storm the meeting was again **POSTPONED UNTIL 2-02-2023** in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 12:00 PM, February 2, 2023, with the following members present in person:

MAYOR ROBERT MOORE  
MAYOR PRO TEM NICK ORNELAS  
COUNCIL MEMBER DIANE YANEZ  
COUNCIL MEMBER CODY HUGHES  
COUNCIL MEMBER GLORIA MCDONALD  
COUNCIL MEMBER TROY TOMPKINS  
COUNCIL MEMBER MAURY SMITH

Same and constituting a quorum, for which four Councilmembers must be present; and the following staff in person;

|              |                        |
|--------------|------------------------|
| TODD DARDEN  | City Manager           |
| JOHN MEDINA  | Assistant City Manager |
| ANDREW HAGEN | City Attorney          |
| MIKE FEELEY  | Airpark Director       |
| SANDY SMITH  | Finance Director       |
| TAMI DAVIS   | City Secretary         |

#### Open Session

Call to Order

**Mayor Moore called the City Council meeting to order at 12:00 p.m.**

**City Council did not enter into the following executive session and was held in an open session.**

#### Executive Session

**Adjourn** into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act: Section 551.071, Texas Government Code, to Receive Attorney Advice and Consultation; and Section 551.072 Texas Government Code, "Deliberation Regarding Real Property; Closed Meeting," to Deliberate the Purchase, Exchange, Lease, or Value of Real Property when Deliberation in an Open Meeting Would Have a

Detrimental Effect on the Position of the Governmental Body in Negotiations with a Third Person:

- Leases of Municipal Corrections Finance, L.P. (Geo), 3700 Wright Ave ("Airpark"), 3711 Wright Ave. ("Cedar Hill") and 2001 Rickabaugh Ave. ("Flightline"), Big Spring, Texas

**Mayor Moore explained to the Council the reason for an Estoppel and Recognition Agreements.**

Consideration and Possible Action to approve Estoppel and Recognition Agreements among City of Big Spring, Landlord, Municipal Corrections Finance, L.P., Alter Domus Products Corp., and Ankura Trust Company Relating to Leases at 3700 Wright Ave ("Airpark"), 3711 Wright Ave. ("Cedar Hill"), and 2001 Rickabaugh Ave ("Flightline"), Big Spring, Texas.

**MOTION WAS MADE BY Council Member Smith to approve and authorize the Mayor to negotiate the above captioned estoppel and recognition agreement, seconded by Council Member Hughes.**

**YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, 6  
Council Member McDonald, Council Member Tompkins, Council Member 1  
Smith**

**NAYS: Mayor Pro Tem Ornelas**

**MOTION PASSED**

**ADJOURN**

**Mayor Moore adjourned the Special Council Meeting at 12:30 p.m.**

---

Robert H. Moore III, Mayor

ATTEST:

---

Tami L. Davis, City Secretary

STATE OF TEXAS :  
COUNTY OF HOWARD :  
CITY OF BIG SPRING :

The Planning and Zoning Commission of the City of Big Spring, Texas, met in a REGULAR Session in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, November 1, 2022, with the following members present in person:

|                |          |
|----------------|----------|
| Kevan Schooler | Chair    |
| Kelley Harris  | Co-Chair |
| TJ Stewart     | Member   |
| Dale Avant     | Member   |
|                | Member   |

Same and constituting a quorum, for which four Councilmembers must be present; and the following staff in person;

|                |          |
|----------------|----------|
| KEVAN SCHOOLER | CHAIR    |
| KELLEY HARRIS  | CO-CHAIR |
| T.J. STEWART   | MEMBER   |
| DALE AVANT     | MEMBER   |
|                | MEMBER   |

#### Open Session

##### Call to Order

Chairperson Schooler called the regular P&Z meeting to order at 5:35 pm

##### Public Hearings

Councilman Nick Ornelas spoke against the Amendment to the Big Spring Zoning Signage Ordinance.

Motion to close the public hearing was made by Member Avant

Seconded by Member Stewart

Vote was 4 ayes 0 nays

Public Hearing - Concerning Amendment of Big Spring Zoning Ordinance to permit pole signs of up to 65' on properties adjoining I-20 and on properties adjoining FM 700 from

I-20 to the east side of the intersection of Goliad St. in Big Spring, Howard County, Texas

Public Hearing - Concerning Amendments to the Big Spring City Zoning Ordinance to permit Transitional Housing in the City of Big Spring under certain conditions

Dr. Anthony Martinez and Scott Hart spoke with encouragement to permit the Big Spring City Zoning Ordinance by adding Transitional Housing with a few changes to consider.

Motion the close the public hearing was made by Member Stewart

Seconded by Member Avant

Vote was 4 ayes 0 nays

#### Consent Items

Nominate and elect the Chair and Co-chair positions

Member Harris made a motion to table this till the next meeting.

Seconded by Member Avant

Vote was 4 ayes 0 nays

Approval of Planning and Zoning Commission Meeting Minutes for the regular meeting held on October 10, 2022

Motion to approve the minutes as is was made by Member Harris

Seconded by Member Stewart

Vote was 4 ayes 0 Nays

#### New Business

Discussion and possible action - Concerning an Amendment to the Big Spring Zoning Ordinance to permit pole signs of up to 65' on properties adjoining Interstate 20 and on properties adjoining FM 700 from Interstate 20 to the East side of intersection of Goliad St in Big Spring, Howard County, Texas

Schooler entertained a motion to approve as written.

Motion was made by Member Avant

Seconded by Member Harris

Vote was 4 ayes 0 Nays

Discussion and possible action - Concerning Amendments to the Big Spring City Zoning Ordinance to permit Transitional Housing in the City of Big Spring under certain conditions

Chairperson Schooler entertained a motion to as presented

Motion made by Member Avant

Seconded by Member Harris

Vote was 4 ayes 0 nays

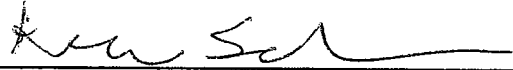
Commissioners Input

Adjourn

Motion to adjourn was made by Member Stewart

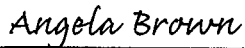
Seconded by Member Avant

Vote was 4 ayes 0 nays



Kevan Schooler, Chair

ATTEST:



Angela Brown, Public Works Coordinator

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF TEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Big Spring is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

**WHEREAS**, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

**WHEREAS**, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

**WHEREAS**, the City is a member of the Steering Committee; and

**WHEREAS**, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

**WHEREAS**, the Steering Committee at its December 2022 meeting set a budget for 2023 that compels an assessment of ten cents (\$0.10) per capita; and

**WHEREAS**, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs;

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

**SECTION 1.** The City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Big Spring and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

**SECTION 2.** The City is further authorized to pay its assessment to the Steering Committee of ten cents (\$0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

**SECTION 3.** A copy of this Resolution and the assessment payment check made payable to “*Steering Committee of Cities Served by Oncor*” shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

**SECTION 4.** This Resolution shall take effect immediately after passage in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

**PASSED AND APPROVED** on first reading at a regular meeting of the City Council on the **24<sup>th</sup>** day of **January, 2023** 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 **14<sup>th</sup>** day of **February, 2023** with all members of the Council voting “aye” for the passage of same.

\_\_\_\_\_  
Robert H. Moore, Mayor

ATTEST:

\_\_\_\_\_  
Tami L. Davis, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Hagen, City Attorney

## MEMORANDUM

TO: Steering Committee of Cities Served by Oncor  
FROM: Paige Mims, Chair  
DATE: January, 2023  
RE: **Action Needed – 2023 Membership Assessment Invoice**

Enclosed please find the 2023 Steering Committee of Cities Served by Oncor (“Steering Committee”) membership assessment invoice and draft resolution. These items are discussed below. We ask that your city please take action on the membership assessment as soon as possible.

Although the Steering Committee does not require that your city take action by resolution to approve the assessment, some members have requested a resolution authorizing payment of the 2023 membership assessment. Payment of the membership assessment fee shall be deemed to be in agreement with the terms of the Steering Committee participation agreement.

Please forward the membership assessment fee and, if applicable, the signed resolution to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: *Steering Committee of Cities Served by Oncor*. If you have any questions, please feel free to contact me at (972/941-7125) or Thomas Brocato ([tbrocato@lglawfirm.com](mailto:tbrocato@lglawfirm.com), (512/914-5061).

### **Membership Assessment Invoice and Resolution**

The Steering Committee is the most active consumer group advocating the interests of cities and residential and small commercial customers within the cities to keep electric transmission and distribution (*i.e.*, wires) rates reasonable. Steering Committee activities protect the authority of municipalities over the regulated wires service and rates charged by Oncor Electric Delivery Company, LLC (“Oncor”).

The work undertaken by the Steering Committee has saved cities and ratepayers millions of dollars in unreasonable charges. In order to continue to be an effective voice before the Public Utility Commission of Texas (“Commission” or “PUC”), ERCOT, the Legislature, and in the courts, the Steering Committee must have your support. The membership assessment is deposited in an account which funds Steering Committee activities.

Currently, the Steering Committee is involved in numerous rulemakings and projects at the PUC. The Steering Committee expects to participate in Oncor’s Rate Case and Energy Efficiency Cost Recovery Factor (“EECRF”) proceedings later this year.

On December 8, 2022, the Steering Committee approved the 2023 assessment for Steering Committee membership. Based upon the population-based assessment protocol previously adopted by the Steering Committee, the assessment for 2023 is a per capita fee of \$0.10 based upon the population figures for each city shown in the latest TML Directory of City Officials. The enclosed invoice represents your city’s assessment amount.

To assist you in the assessment process, we have attached several documents to this memorandum for your use:

- OCSC 2022 Year in Review
- Model resolution approving the 2023 assessment (optional, provided for those cities that have requested a resolution to authorize payment)
- Model staff report supporting the resolution
- List of Steering Committee members
- 2023 Assessment invoice
- 2024 Assessment invoice and statement (only if not yet paid)
- Blank member contact form to update distribution lists

## **STAFF REPORT ON ASSESSMENT RESOLUTION FOR STEERING COMMITTEE OF CITIES SERVED BY ONCOR**

### **Purpose of the Resolution**

The City of \_\_\_\_\_ is a member of a 171-member city coalition known as the Steering Committee of Cities Served by Oncor (Steering Committee). The resolution approves the assessment of a ten cent (\$0.10) per capita fee to fund the activities of the Steering Committee.

### **Why this Resolution is Necessary**

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over three decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

### **Explanation of “Be It Resolved” Paragraphs**

I. The City is currently a member of the Steering Committee; this paragraph authorizes the continuation of the City’s membership.

II. This paragraph authorizes payment of the City’s assessment to the Steering Committee in the amount of ten cents (\$0.10) per capita, based on the population figure for the City as shown in the latest TML Directory of City Officials.

III. This paragraph requires payment of the 2023 assessment be made and a copy of the resolution be sent to the Steering Committee.

### **Payment of Assessment**

A copy of the resolution should be mailed with payment of the fee to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: *Steering Committee of Cities Served by Oncor.*

# REQUEST FOR CONTACT INFORMATION

January, 2023

## CONTACTS

*Please provide contact information for the following coalitions:*

- ☐ OCSC (*Oncor Cities Steering Committee*)
- ☐ ACSC (*Atmos Cities Steering Committee*)

*Please type or print clearly*

### *MAIN CONTACT*

|          |  |
|----------|--|
| Name:    |  |
| Title:   |  |
| City of: |  |
| Address: |  |
| Phone:   |  |
| Fax:     |  |
| Email:   |  |

### *ADDITIONAL CONTACT*

|          |  |
|----------|--|
| Name:    |  |
| Title:   |  |
| City of: |  |
| Address: |  |
| Phone:   |  |
| Fax:     |  |
| Email:   |  |

### *CONTACT TO SEND INVOICES OR CHECKS*

|          |  |
|----------|--|
| Name:    |  |
| Title:   |  |
| City of: |  |
| Address: |  |
| Phone:   |  |
| Fax:     |  |
| Email:   |  |

Please duplicate if more room needed.

(Please complete and return to Thomas Brocato @ [tbrocato@lglawfirm.com](mailto:tbrocato@lglawfirm.com) and  
Brandi Stigler @ [brandi.stigler@arlingtontx.gov](mailto:brandi.stigler@arlingtontx.gov))

# OCSC Master List of Members (171 Total)

|                            |                       |                           |                        |
|----------------------------|-----------------------|---------------------------|------------------------|
| 1. Addison                 | 49. Edgecliff Village | 97. Lamesa                | 145. Seymour           |
| 2. Allen                   | 50. Ennis             | 98. Lancaster             | 146. Sherman           |
| 3. Alvarado                | 51. Eules             | 99. Lavon                 | 147. Snyder            |
| 4. Andrews                 | 52. Everman           | 100. Lewisville           | 148. Southlake         |
| 5. Anna                    | 53. Fairview          | 101. Lindale              | 149. Springtown        |
| 6. Archer City             | 54. Farmers Branch    | 102. Lindsay              | 150. Stephenville      |
| 7. Argyle                  | 55. Fate              | 103. Little Elm           | 151. Sulphur Springs   |
| 8. Arlington               | 56. Flower Mound      | 104. Little River Academy | 152. Sunnyvale         |
| 9. Azle                    | 57. Forest Hill       | 105. Malakoff             | 153. Sweetwater        |
| 10. Bedford                | 58. Forney            | 106. Mansfield            | 154. Temple            |
| 11. Bellmead               | 59. Fort Worth        | 107. McKinney             | 155. Terrell           |
| 12. Belton                 | 60. Frisco            | 108. Mesquite             | 156. The Colony        |
| 13. Benbrook               | 61. Frost             | 109. Midland              | 157. Trophy Club       |
| 14. Beverly Hills          | 62. Gainesville       | 110. Midlothian           | 158. Tyler             |
| 15. Big Spring             | 63. Garland           | 111. Murchison            | 159. University Park   |
| 16. Breckenridge           | 64. Garrett           | 112. Murphy               | 160. Venus             |
| 17. Bridgeport             | 65. Glenn Heights     | 113. New Chapel Hill      | 161. Waco              |
| 18. Brownwood              | 66. Grand Prairie     | 114. North Richland Hills | 162. Watauga           |
| 19. Buffalo                | 67. Granger           | 115. Northlake            | 163. Waxahachie        |
| 20. Burkburnett            | 68. Grapevine         | 116. O'Donnell            | 164. Westover Hills    |
| 21. Burleson               | 69. Gunter            | 117. Oak Leaf             | 165. Westworth Village |
| 22. Caddo Mills            | 70. Haltom City       | 118. Oak Point            | 166. White Settlement  |
| 23. Cameron                | 71. Harker Heights    | 119. Odessa               | 167. Wichita Falls     |
| 24. Canton                 | 72. Haslet            | 120. Ovilla               | 168. Willow Park       |
| 25. Carrollton             | 73. Henrietta         | 121. Palestine            | 169. Wilmer            |
| 26. Cedar Hill             | 74. Hewitt            | 122. Pantego              | 170. Woodway           |
| 27. Celina                 | 75. Highland Park     | 123. Paris                | 171. Wylie             |
| 28. Centerville            | 76. Honey Grove       | 124. Parker               |                        |
| 29. Cleburne               | 77. Howe              | 125. Plano                |                        |
| 30. Coahoma                | 78. Hudson Oaks       | 126. Pottsboro            |                        |
| 31. Colleyville            | 79. Hurst             | 127. Prosper              |                        |
| 32. Collinsville           | 80. Hutchins          | 128. Ranger               |                        |
| 33. Colorado City          | 81. Hutto             | 129. Red Oak              |                        |
| 34. Comanche               | 82. Iowa Park         | 130. Rhome                |                        |
| 35. Commerce               | 83. Irving            | 131. Richardson           |                        |
| 36. Coppell                | 84. Jolly             | 132. Richland             |                        |
| 37. Copperas Cove          | 85. Josephine         | 133. Richland Hills       |                        |
| 38. Corinth                | 86. Justin            | 134. River Oaks           |                        |
| 39. Cross Roads            | 87. Kaufman           | 135. Roanoke              |                        |
| 40. Crowley                | 88. Keene             | 136. Robinson             |                        |
| 41. Dallas                 | 89. Keller            | 137. Rockwall             |                        |
| 42. Dalworthington Gardens | 90. Kemp              | 138. Rosser               |                        |
| 43. De Soto                | 91. Kennedale         | 139. Rowlett              |                        |
| 44. DeLeon                 | 92. Kerens            | 140. Royse City           |                        |
| 45. Denison                | 93. Killeen           | 141. Sachse               |                        |
| 46. Duncanville            | 94. Krum              | 142. Saginaw              |                        |
| 47. Early                  | 95. Lake Worth        | 143. Sansom Park          |                        |
| 48. Eastland               | 96. Lakeside          | 144. Seagoville           |                        |

City of Arlington, c/o Oncor Cities  
Steering Committee  
Attn: Brandi Stigler  
101 S. Mesquite St., Ste. 300  
MS # 63-0300  
Arlington, TX 76010

# Invoice

| Date       | Invoice # |
|------------|-----------|
| 12/29/2022 | 23-13     |

|                    |
|--------------------|
| Bill To            |
| City of Big Spring |

| Item                                                                                                                                                                                                                                  | Population | Per Capita   | Amount     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|------------|
| 2023 Membership Assessment                                                                                                                                                                                                            | 28,862     | 0.10         | 2,886.20   |
| Please make check payable to: Oncor Cities Steering Committee and mail to Oncor Cities Steering Committee, Attn: Brandi Stigler, Arlington City Attorney's Office, 101 S. Mesquite St., Ste. 300, MS #63-0300, Arlington, Texas 76010 |            | <b>Total</b> | \$2,886.20 |

# 2022 OCSC NEWSLETTER

Steering Committee of  
Cities Served by  
**Oncor**

## 2022 YEAR IN REVIEW ISSUE

This past year was an active one for the Steering Committee of Cities Served by Oncor. This Year in Review edition of the OCSC newsletter highlights significant 2022 events and looks ahead to 2023.

## OCSC Welcomes New 2022 Members

The Steering Committee of Cities Served by Oncor welcomed several new members to the coalition in 2022, including the cities of Seymour, Garrett, Lavon, Gunter and Hutchins. OCSC, an organization of more than 160 Texas cities with residents served by the Oncor transmission and distribution utility, represents consumer interests in ratemaking matters at the Public Utility Commission of Texas. Membership in this standing committee is determined by passage of a resolution by each governing body.

## Oncor Rate Case Update

On December 28, 2022, after several months of deliberation, the State Office of Administrative Hearing (SOAH) released its Proposal for Decision (PFD) in Oncor's ongoing rate case, PUC Docket No. 53601. Oncor initially filed its application to change rates with the Public Utility Commission of Texas on May 13, 2022, requesting an annual retail base rate revenue requirement of \$5.811 billion. Put differently, Oncor sought a \$251 million increase to its revenue requirement, which represents a 4.5 percent increase over its adjusted test-year revenues. If adopted, the requested revenue requirement would have increased residential rates by 11.2 percent.

OCSC played an active role throughout the case, with recommendations focused on striking an appropriate balance between consumer rates and Oncor's capital recovery. OCSC recommended that the PUC reduce Oncor's requested revenue requirement by \$525.7 million. If adopted, this reduction would result in a \$275 million reduction to Oncor's 2021 test-year revenue requirement.

SOAH agreed that Oncor's requested rates would unduly burden consumers. Accordingly, the PFD recommends that the PUC decrease Oncor's test-year revenue requirement by \$60.6 million.

To reach its conclusion, among other things, SOAH found that:

- Oncor's current capital structure of 57.5% long-term debt and 42.5% common equity is appropriate.
- Oncor's Return on Equity (ROE) should be 9.3% rather than Oncor's requested ROE of 10.30%.
- The PUC should not consider Oncor's mobile generation unit leasing costs, which accounted for \$3.1 million of Oncor's rate base, in Oncor's revenue requirement.
- A ten-year amortization period for all non-tax regulatory assets and liabilities, except the Intangible Amortization Over-Recovery Liability, is appropriate. The Intangible

Amortization Over-Recovery Liability should have a five-year amortization period.

The PFD also addresses substantive concerns raised by OCSC in hearing. For example, the PFD recommends that the PUC include language in Oncor's tariff that expressly grants city customers input in selecting street light alternatives.

The PFD, if adopted by the PUC commissioners,

would substantially lower Oncor's requested revenue requirement and, among other things, ensure that city customers have appropriate input in key decisions such as Oncor's streetlamp selections. To take effect, the PFD still must be adopted by the PUC Commissioners. The Commissioners should issue their decision soon, likely at the next PUC Open Meeting on January 12, 2023.

Find more information at the PUC website, under Docket No. 53601.

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## **Policymakers Consider Post-Winter Storm Uri Market Reforms**

In response to the statewide power outages from the previous year, the Public Utility Commission during 2022 continued its consideration of potentially far-reaching reforms for the ERCOT market.

Broadly referred to a "Phase II" reforms, the market modifications — if authorized — could lead to generation capacity additions but likewise add to consumer costs. Consideration of these Phase II changes followed the adoption of so-called "Phase I" changes in 2021. These previous changes included new weatherization requirements for power plants and modifications to existing operational rules at ERCOT.

On Nov. 10, the Public Utility Commission released an independent study from the San Francisco-based E3 consulting firm that outlined several Phase II reform options. These included a "Performance Credits Mechanism" model favored by PUC chair Peter Lake, and a separate "Forward Reliability Market" favored by the E3 consultants themselves.

However, both proposals as well as others in the E3 report drew pushback from key lawmakers during 2022. Some representatives of influential ERCOT stakeholder groups and the state's independent monitor of the ERCOT market also panned the E3 analysis during Nov. 17 and Dec. 5 legislative hearings.

### **Reform Options**

The Forward Reliability Market (recommended by the E3 consultants) and the Performance Credits Mechanism (favored by PUC Chair Lake) share various operational similarities and would impact consumers in similar ways. For example, both would add approximately \$460 million per year to energy costs, according to the E3 report. Both also appear similar to "capacity market" concepts historically rejected in Texas.

More specifically, the Forward Reliability Market ("FRM") design recommended by the E3 consultants would establish a reliability standard within ERCOT — that is, a level of targeted capacity reserves based on calculated outage risks — and then a corresponding quantity of reliability credits would be created to fulfill that standard. Market participants would acquire these reliability credits through a mandatory, centrally cleared forward market administered by ERCOT.

By contrast, PUC Chair Lake's favored Performance Credits Mechanism ("PCM") design would establish a reliability standard along with a corresponding quantity of performance credits. The performance credits would be purchased by load-serving entities, and the value of the credits would go to generation resources based on their availability during high-risk hours. The overall value of the credits would be determined by an administratively set demand curve. In addition, the PCM design allows for load-serving entities and generators to trade Performance Credits during the year, through a voluntary market.

Other market designs examined by E3 include the state's status quo Energy Only design, a Load Serving Entity Reliability Obligation design, a Backstop Reliability Service design, a Dispatchable Energy Credits design, and a hybrid of the Backstop Reliability Service and Dispatchable Energy Credits designs.

## Legislative Concerns

These market reform efforts pursued by the PUC and the E3 report took center stage during a pair of legislative committee meetings — a Nov. 17 meeting of the Senate Business and Commerce Committee, and a Dec. 5 meeting of the House State Affairs committee. The E3 consultants themselves did not appear at either meeting — an absence described as “bad form” by one of the lawmakers.

Of the two committee meetings, it was that of Senate Business and Commerce in which lawmakers expressed the most skepticism about the report’s findings. For instance, Sen. Charles Schwertner, chair of the Senate Business and Commerce Committee, questioned whether any of the plans would guarantee the construction of new thermal generation. In addition, all nine Senate committee members signed onto a critical Dec. 1 letter addressed to the PUC. The lawmakers wrote in it that none of the proposals so far under consideration adhered to the goals set forth in Senate Bill 3, which was omnibus energy reform legislation adopted in 2021. “It is not in the best interest of our constituents to support any proposal that further delays investments in new dispatchable generation, and the Commission should carefully consider the unintended consequences of any type of proposal that creates more uncertainty for market participants,” the lawmakers wrote.

PUC Chair Lake defended the E3 report during both legislative hearings and said that three of the agency’s five commissioners have expressed qualified support for the PCM option. According to Lake, the extra consumer costs associated with that option are worthwhile because of its reliability benefits. He said that if it turned out more reliability was unneeded, then the extra costs would be inconsequential. “Anything short of a comprehensive reliability standard and reliability service like the PCM is just a band-aid,” Lake told members of the State Affairs Committee.

Lake said the PUC would adopt one of the planned options during the commissioners’ January 12 meeting, but not authorize implementation until after they receive input from the Texas Legislature during the upcoming session that convenes on January 10.

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## 2022 Interim Filings

In addition to the ongoing general rate, Oncor also submitted interim rate requests during 2022.

1,300 kilowatt hours of electricity per month. The PUC adopted the order on September 15, 2022. More information can be found in PUC Docket No. 53671.

### Energy Efficiency Cost Recovery Factor Order

On May 31, Oncor filed an application with the PUC to adjust its Energy Efficiency Cost Recovery Factor to recover \$83,058,209 in program costs incurred during 2023. This included the energy-efficiency costs of \$51,665,637, a net under recovery of \$2,603,394 for 2021 program costs and other expenses. Under an agreement with OCSC and other parties, Oncor will reduce its recovery by \$200,000, for a total of \$82,858,209. The resulting EECRF charge for residential consumers amounts to \$.001028 per kilowatt hour, or approximately \$1.34 cents for a customer consuming

### Transmission Cost of Service Order

On January 26, 2022, Oncor filed an application seeking an interim update of its previously approved transmission cost of service and wholesale transmission rate. On March 31, an approval was granted adjusting Oncor’s annual revenue on an interim basis to \$1,247,772,772 and adjusting its wholesale transmission rate to \$17,212.955892 per megawatt.

Find more information at the PUC website, under Docket No. 53145.

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## Oncor Distribution Spending and Reliability Update

Even while nearly tripling its spending in gross capital additions to its distribution systems over the years, Oncor’s service reliability decreased, according to the seventh annual “Electric Distribution System spending and Reliability Report” released Sept. 7 by the Texas Public Utility Commission.

An annual report that tracks reliability and reliability-related spending trends, the latest iteration covers the ten-year period from 2012-2021 and included findings for Oncor, as well as other major Texas utilities such as CenterPoint, AEP Texas, El Paso Electric Company, Entergy Texas, Southwestern Electric Power Company, Southwestern Public Service Company, and Texas-New Mexico Power Company.

Under the report, the frequency of outages is benchmarked through a “System Average Interruption Frequency Index,” or “SAIFI.” The report likewise employs the “System Average Interruption Duration Index” or “SAIDI,” to rank Texas distribution utilities by average interruption time on a per-customer basis. All else equal, a lower SAIDI represents better reliability.

Both SAIDI and SAIFI calculations in the report do not account for momentary service interruptions. Further, the report specifically does not mention Winter Storm Uri, although presumably the devastating February 2021 storm contributed to the exponential increases in SAIFI and SAIDI observed from 2020 to 2021.

Report highlights pertaining to Oncor include:

- From 2012 to 2021, Oncor’s distribution gross capital additions per customer nearly tripled, from about \$120 per customer to \$300 per customer.
- Oncor’s major event SAIFI value increased from .5 interruptions per customer in 2020 to 1.20 interruptions per customer in 2021. Major event interruptions from 2012 to 2021 ranged from about .5 interruptions to 1.20 interruptions depending on the year.
- Oncor’s major events SAIDI value increased from ninety interruptions per customer in 2020 to about five hundred interruptions per customer in 2021. Prior to this peak, there was one other peak (though not nearly as high) in 2019 due to Hurricane Harvey.

The report can be found on the PUC website, under Docket No. 46735.

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## Oncor Financial Results

Oncor Electric has reported net income of \$318 million during the three months ending September 30, as compared to net income of \$258 million for the same period in 2021, according to the most recent financial report the Texas electric utility released to investors.

The company attributed the \$60 million quarter-over-quarter increase to higher weather-related consumption, increases in customer growth, increases to transmission and distribution rates, and performance bonus revenue from its energy efficiency efforts. Those gains were partially offset by increases in operation and maintenance expenses and taxes.

The quarterly financial information was released Nov. 3 and coincided with a call with financial analysts by California-based Sempra Energy, Oncor’s majority owner. Oncor is based in Dallas and operates the state’s largest electric transmission and distribution utility.

Oncor also reported an increase of 9.2 percent in distribution base revenues for the recent quarter (or 2.3 percent on a weather normalized basis), as compared to the same quarter in 2021. Contributing to this increase was a 12.6 percent increase in distribution base revenues from residential customers.

The company noted that its service territory continues growing at one of the nation’s fastest rates, and that this dramatic growth has allowed it to increase revenues while simultaneously developing new infrastructure projects. Indicative of that growth is the

approximately 14,000 new premises Oncor connected to the ERCOT grid during the third quarter of 2022, an increase of about 7.7 percent as compared to the third quarter of 2021.

Oncor likewise reported 565 active transmission point-of-interconnection requests in queue as of Sept. 30, which is a 52 percent increase from Sept. 30, 2021. Of those active requests, approximately 52 percent are for solar generators, 35 percent for energy storage, 10 percent for wind generators and three percent for gas, according to the company.

In addition, Oncor reported the construction or upgrade of approximately three hundred miles of power lines and the completion of two major substations during the third quarter of 2022. It also placed \$80 million of transmission projects into service.

In total, the company reported capital expenditures totaling \$2.2 billion during the nine months ending Sept. 30, and it reports that it remains on track to meet its \$3 billion capital plan for 2022. However, financial uncertainties associated with high inflation and a pending rate case prompted the board to put off adoption of its 2023 capital expenditure budget until a later board meeting. It likewise delayed any announcement pertaining to a new five-year capital plan, and instead said it will reveal those details at the end of the first quarter of 2023.

# Lawmakers File Energy-Related Bills in Preparation for 88th Regular Session

During the most recent Regular Session of the Texas Legislature — the 87th in 2021 — lawmakers filed approximately four hundred energy-related bills, which is far more than the typical number of such bills. This aggressive filing of energy-related bills largely can be attributed to public outcry over the 2021 winter storm power outages. Given that Texas so far has not suffered a repeat grid crisis, do not expect the number of such bills filed during the 88th session to match those of the 87th session. However, both ERCOT and the Public Utility Commission will be subject to the Sunset Review process during the upcoming session and so legislative interest in both organizations will be keen. The 88th session convenes on Jan. 10.

## Bills of interest

This year's bill filing deadline is on March 10. Some of the energy-related bills we have seen so far relate to wind and solar power, electric vehicles, energy efficiency and the use of natural gas appliances. Here is a sample:

- House Bill 564, by Rep. Ron Reynolds, would require the Texas Facilities Commission, in collaboration with the Department of Information Resources, to conduct a study on the potential use by state agencies of energy efficient and energy-saving information technology.
- House Bill 763, by Rep. Christina Morales, requires the PUC to study the impact of additional interconnections between the ERCOT grid, Mexico and other jurisdictions. This is refiled legislation from 2021.
- House Bill 795, by Rep. Ed Thompson, would require nursing homes to maintain an emergency generator or comparable power source that can operate for at least 72 hours during a power outage.
- House Bill 820, by Rep. Ken King, would impose an additional registration fee of \$200 for electric vehicles and \$100 for hybrid vehicles. Most proceeds would go to State Highway Fund, but 10 percent would go to an "electric battery disposal account" to reimburse costs incurred by the state or its political subdivisions for disposing of electric car batteries.
- Senate Bill 330, by Bob Hall, would create the Texas Electric Grid Security Commission that would be charged with evaluating the vulnerabilities to the grid and critical infrastructure and developing standards that will mitigate these threats.
- Senate Bill 114, by Jose Menendez, stipulates that electric customers are entitled to participate in demand response programs through their retail electric providers and must receive notice when ERCOT issues an emergency energy alert about low operating reserves to generators, planned outages, and the length of time the outages are expected to last.
- Senate Bill 258, by Sen. Sarah Eckhardt, would enhance energy efficiency goals for electric utilities.
- House Bill 697, by Rep. Justin Holland, would require home sellers to reveal the sort of gas piping installed at their residence and particularly whether black iron pipes, corrugated, copper or stainless steel. The disclosure holds importance for customer safety given that older black iron pipes have been associated with various fatal accidents.
- House Bill 743, by Rep. Jay Dean, prohibits cities and counties from adopting ordinances that restrict the use of gas appliances in residential or commercial buildings. The issue has been pressed in recent years by gas utilities, who have seen a move away from the use of gas appliances nationwide for environmental reasons.

### 2023 OCSC Meetings

March 9 — in person and Zoom  
June 8 — Zoom only  
September 7 — in person and Zoom  
December 7 — Zoom only

### OCSC Officers

Paige Mims — Chair  
Don Knight — Vice Chair  
Lupe Orozco — Secretary  
David Johnson — Treasurer



For more questions or concerns regarding any OCSC matter or communication, please contact the following representative, who will be happy to provide assistance:

**Thomas L. Brocato**  
Attorney

Direct : (512) 322-5857  
Email: [tbrocato@lglawfirm.com](mailto:tbrocato@lglawfirm.com)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS SUPPORTING THE PROPOSED PROJECT FOR THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS 2023 COMPETITIVE (9%) HOUSING TAX CREDIT (“HTC”), “THE TRAILS AT BIG SPRING PROJECT” IN THE CITY OF BIG SPRING AND PLEDGING \$250 IN PERMIT, INSPECTION, AND WATER AND WASTEWATER TAPPING FEES TOWARDS THE PROJECT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS,** The City of Big Spring, Texas is home rule city; and

**WHEREAS,** The City Council of Big Spring is the governing body of the City of Big Spring; and

**WHEREAS,** TX Airbase 2023, Ltd. has proposed a development for affordable rental housing located at NEC of Airbase Road and W. 13th Street named “The Trails at Big Spring” in the City of Big Spring, and

**WHEREAS,** TX Airbase 2023, Ltd. intends to submit an application to the Texas Department of Housing and Community Affairs for 2023 Competitive 9% Housing Tax Credits for The Trails at Big Spring;

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

**SECTION 1.** That the City of Big Spring, Texas, acting through its governing body, hereby declares and confirms its support for the proposed project “The Trails at Big Spring,” located at NEC Airbase Rd and W 13th St, Big Spring, Texas 79720 for the Texas Department of Housing and Community Affairs 2023 Competitive (9%) Housing Tax Credit (“HTC”) Program. City Council confirms that this project is located in the city limits of the City of Big Spring.

**SECTION 2.** The City of Big Spring, Texas, acting through its governing body, hereby commits to provide reduced fees, or other contribution that equals at least \$250.00 to TX Airbase 2023, Ltd. (TDHCA Application # 23171) and which shall be used for the project stated above, and which shall include permit fees, inspection fees, water tapping fees, and wastewater tapping fees.

**SECTION 3.** Todd Darden, City Manager, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

**SECTION 4.** If any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

**SECTION 5.** To the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

**SECTION 6.** This Resolution shall become effective immediately upon its passage.

**PASSED AND APPROVED** on first reading at a regular meeting of the City Council on the **24th** day of **January, 2023** 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 **14th** day of **February, 2023** with all members of the Council voting “aye” for the passage of same.

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Robert H. Moore, III, Mayor

ATTEST:

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Tami L. Davis, City Secretary



## The Trails at Big Spring

NEC Airbase Rd and W 13th St. Big Spring, TX  
*a Luxury Mixed-Income Apartment Community*  
*Presented by Generation Housing Partners*



GENERATION  
HOUSING  
PARTNERS

## — Common Amenities

- Clubhouse Community Room
- Community Laundry Room
- Business center with workstations and seating internet access, printer and scanner
- Furnished fitness center
- Community Garden and/or Picnic Area
- Dog Park fully enclosed and intended for off-leash dogs



## The Trails at Big Spring

NEC Airbase Rd and W 13th St. Big Spring, TX  
*a Luxury Mixed-Income Apartment Community*  
*Presented by Generation Housing Partners*





## Design:

### Class "A" Unit Amenities

#### Unit Amenities:

- Nine-foot Ceilings
- Open "loft" floor plans
- Low-flow fixtures
- Low-E windows
- Balconies
- Faux Wood Flooring
- Granite-style Countertops
- Energy-Star Appliances
- Ceiling Fans
- High-Efficiency HVAC
- Spacious Closets
- Controlled Access Gates
- Pre-Wired Cable/Internet
- Washer/Dryer Connections

## The Trails at Big Spring

NEC Airbase Rd and W 13th St. Big Spring, TX

*a Luxury Mixed-Income Apartment Community*

*Presented by Generation Housing Partners*



# About Generation Housing Partners

- GHP's mission is to develop sustainable communities that residents and city leaders can be proud to call their own.
- Based in Dallas, TX, GHP principals have developed over 4,000 apartment units with total development cost exceeding \$500,000,000.
- The principals of GHP have over 35 years of combined experience in commercial real estate development and construction.
- GHP has established itself as the partner of choice for cities, housing authorities, and non-profit housing organizations to deliver high-quality, service-enriched developments on time and under budget.



Heritage Estates at Wells Branch  
174-unit Development in Austin, TX

## The Trails at Big Spring

**NEC Airbase Rd and W 13th St. Big Spring, TX**  
*a Luxury Mixed-Income Apartment Community*  
*Presented by Generation Housing Partners*



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 038-2022 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 BY INCREASING THE GENERAL FUND BUDGET FOR THE PURPOSE OF PURCHASING A ZERO TURN MOWER FOR THE PARKS DEPARTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS** the City Council adopted the annual 2022-23 budget for the City of Big Spring, Texas on September 27, 2022 (“Budget”); and

**WHEREAS** the price of the budgeted zero turn mower has increased and additional funding is needed to purchase a zero turn mower for the parks department was not included in such Budget; and

**WHEREAS** the City Manager and the Finance Director recommend that the City Council increase the General Fund budgeted expenditures and amend the Budget previously approved;

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

**SECTION 1.** The General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 is hereby increased by the amount of \$1,200.00 to the expense account number 002-027-370-6314 for the purpose of purchasing a zero turn mower for the parks department. The net increase will be funded through the fund balance.

**SECTION 2.** The remaining portions of Ordinance Number 038-2022 shall remain in full force and effect.

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

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

**SECTION 5.** The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

**SECTION 6.** This ordinance shall be in full 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 24<sup>th</sup> day of January, 2023 with all members of the Council voting “aye” for the passage of same.

**PASSED AND APPROVED** on second reading at a regular meeting of the City Council on the 14<sup>th</sup> day of February, 2023 with all members of the Council voting “aye” for the passage of same.

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Robert H. Moore, Mayor

ATTEST:

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Tami L. Davis, City Secretary

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 038-2022 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 BY INCREASING THE GENERAL FUND BUDGET FOR THE PURPOSE OF ONGOING LITIGATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS** the City Council adopted the annual 2022-23 budget for the City of Big Spring, Texas on September 27, 2022 (“Budget”); and

**WHEREAS** ongoing litigation for civil service issues has increased and additional funding is needed to continue these services and was not included in such Budget; and

**WHEREAS** the City Manager and the Finance Director recommend that the City Council increase the General Fund budgeted expenditures and amend the Budget previously approved;

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

**SECTION 1.** The General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 is hereby increased by the amount of \$30,00.00 to the expense account number 002-003-160-5570 for the purpose of ongoing litigation. The net increase will be funded through the fund balance.

**SECTION 2.** The remaining portions of Ordinance Number 038-2022 shall remain in full force and effect.

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

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

**SECTION 5.** The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

**SECTION 6.** This ordinance shall be in full 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 24<sup>th</sup> day of January, 2023 with all members of the Council voting “aye” for the passage of same.

**PASSED AND APPROVED** on second reading at a regular meeting of the City Council on the 14<sup>th</sup> day of February, 2023 with all members of the Council voting “aye” for the passage of same.

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Robert H. Moore, Mayor

ATTEST:

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Tami L. Davis, City Secretary

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CITY OF  
**Big Spring**  
**MEMORANDUM**

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Date: January 19, 2023  
To: Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager  
From: Mike Feeley A.A.E., Airport Director  
Re: Proposed Budget Amendment to transfer available resources from operating to capital for the acquisition of a HVAC System for the Airpark Terminal Building

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Staff is proposing that City Council authorize a budget amendment for the purpose of transferring available resources in the 2022-2023 City Council adopted budget from an operating account to a capital account for the acquisition of a HVAC Unit for the Airpark Terminal Building. In October staff contracted for services with SKC AC for the replacement of an inoperable HVAC Unit at the Terminal Building. That purchase was made using available resources from the airpark building maintenance account number 410-021-610-5311.

Staff is requesting City Council authorization to transfer funds from the building maintenance account 410-210-610-5311 to the heating and cooling systems account 410-021-610-6317 since the acquisition was for the purchase of a capital asset that will need to be depreciated over the life of the unit.

Staff is in support of this budget amendment.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 038-2022 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 BY TRANSFERRING FUNDS WITHIN THE AIRPARK FUND BUDGET FOR THE PURPOSE OF PURCHASING A HVAC UNIT FOR THE AIRPARK TERMINAL BUILDING; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS** the City Council adopted the annual 2022-23 budget for the City of Big Spring, Texas on September 27, 2022 (“Budget”); and

**WHEREAS** the purchase of the HVAC Unit is considered a capital asset, the Airpark is requesting to transfer the funds from the building maintenance account to a capital account.; and

**WHEREAS** the City Manager and Finance Director desires to authorize the transfer of capital funds for the purchase of a utility vehicle for the Airpark.

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

**SECTION 1.** The Airpark Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 is hereby increasing the amount of \$13,995.00 to the capital account number 410-021-610-6317 (Heating & Cooling Systems) and decreasing the same amount from the building maintenance account number 410-021-610-5311 (Building Maintenance) for the purpose of purchasing a HVAC Unit.

**SECTION 2.** The remaining portions of Ordinance Number 038-2022 shall remain in full force and effect.

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

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

**SECTION 5.** The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

**SECTION 6.** This ordinance shall be in full 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 **24<sup>th</sup>** day of **January, 2023** with all members of the Council voting “aye” for the passage of same.

**PASSED AND APPROVED** on second reading at a regular meeting of the City Council on the **14<sup>th</sup>** day of **February, 2023** with all members of the Council voting “aye” for the passage of same.

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Robert H. Moore III, Mayor

ATTEST:

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Tami L. Davis, City Secretary

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, REPEALING  
SUBSECTION 12-44(4) OF THE BIG SPRING CITY CODE AND  
SUBSTITUTING A NEW SECTION 12-50 OF CHAPTER 12 OF THE BIG  
SPRING CIT CODE TO ADOPT WITH AMENDMENTS THE 2023  
NATIONAL ELECTRICAL CODE; PROVIDING FOR A PENALTY;  
PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Big Spring, Texas, is a home rule city acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the City Council desires to adopt the most up-to-date internationally recognized electrical code, containing construction standards regulating both methods of construction and materials quality; and

**WHEREAS**, the City Council has reviewed the available codes and determined that the 2023 Edition of the National Electrical Code most fully meets the needs of the City of Big Spring, Texas; and

**WHEREAS**, the Texas Legislature adopted the 2001 National Electric Code, Section 214.214; and

**WHEREAS**, Having previously adopted the 2020 National Electric Code, Rule 73.100 of Title 16 of the Texas Administrative Code, the Texas Department of Licensing and Regulation has announced that it will adopt the 2023 National Electric Code this year, and

**WHEREAS**, A Texas municipality may adopt procedures for the: adoption of local amendments to the National Electrical Code, and administration and enforcement of that code, Section 214.214(b), Texas Local Government Code and Section 1305.201(c), Texas Occupations Code

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

**SECTION 1.** That a certain document, one (1) copy of which are on file in the office of the City Secretary of the City of Big Spring, being marked and designated as the National Electric Code, 2023 edition, as published by the National Fire Prevention Association, be and is hereby adopted as the Big Spring Electric Code.

**SECTION 2.** Subsection 12-44(4) of Article II, “Building Codes,” “Chapter 12, Buildings and Building Regulations,” Big Spring City Code, is hereby repealed.

**SECTION 3.** Section 12-50 of Article II, “Building Codes,” “Chapter 12, Buildings and Building Regulations,” Big Spring City Code, is hereby adopted as follows.

#### Sec. 12-50 National Electric Code

The National Electrical Code, 2023 edition, NFPA 70, is adopted in its entirety, save and except Informative Annex H, which is not adopted; and the following amendments, which are adopted as local amendments by the City of Big Spring.

#### **80.1 Scope.**

The following functions are covered:

- (1) The inspection of electrical installations as covered by 90.2.
- (2) The investigation of fires caused by electrical installations
- (3) The review of construction plans, drawings, and specifications for electrical systems
- (4) The design, alteration, modification, construction, maintenance, and testing of electrical systems and equipment
- (5) The regulation and control of electrical installations at special events including but not limited to exhibits, trade shows, amusement parks, and other similar special occupancies

#### **80.2 Definitions.**

**Authority Having Jurisdiction.** The City of Big Spring.

**Chief Electrical Inspector.** The building official, or another individual designated by the City Manager, who is responsible for administering the requirements of this *Code*.

**Electrical Inspector.** An individual appointed by the Chief Electrical Inspector with the consent of the City Manager and authorized to perform electrical inspections.

### **80.3 Purpose.**

The purpose of this article shall be to provide requirements for administration and enforcement of the *National Electrical Code*.

### **80.7 Title.**

The title of this *Code* shall be *NFPA 70®*, *National Electrical Code®*, of the National Fire Protection Association. The short title of this *Code* shall be the *NEC®*.

### **80.9 Application.**

#### **(A) New Installations.**

This *Code* applies to new installations. Buildings with construction permits dated after adoption of this *Code* shall comply with its requirements.

#### **(B) Existing Installations.**

Existing electrical installations that do not comply with the provisions of this *Code* shall be permitted to be continued in use unless the authority having jurisdiction determines that the lack of conformity with this *Code* presents an imminent danger to occupants. Where changes are required for correction of hazards, a reasonable amount of time shall be given for compliance, depending on the degree of the hazard.

#### **(C) Additions, Alterations, or Repairs.**

Additions, alterations, or repairs to any building, structure, or premises shall conform to that required of a new building without requiring the existing building to comply with all the requirements of this *Code*. Additions, alterations, installations, or repairs shall not cause an existing building to become unsafe or to adversely affect the performance of the building as determined by the authority having jurisdiction. Electrical wiring added to an existing service, feeder, or branch circuit shall not result in an installation that violates the provisions of the *Code* in force at the time the additions are made.

### **80.11 Occupancy of Building or Structure.**

#### **(A) New Construction.**

No newly constructed building shall be occupied in whole or in part in violation of the provisions of this *Code*.

## **(B) Existing Buildings.**

Existing buildings that are occupied at the time of adoption of this *Code* shall be permitted to remain in use provided the following conditions apply:

- (1) The occupancy classification remains unchanged.
- (2) There exists no condition deemed hazardous to life or property that would constitute an imminent danger.

## **80.13 Authority.**

Where used in this article, the term *authority having jurisdiction* shall include the chief electrical inspector or other individuals designated by the City Manager. This *Code* shall be administered and enforced by the following authority having jurisdiction: the building official or another person designated by the City Manager.

- (1) The authority having jurisdiction shall be permitted to render interpretations of this *Code* in order to provide clarification to its requirements, as permitted by 90.4.
- (2) When the use of any electrical equipment or its installations is found to be dangerous to human life or property, the authority having jurisdiction shall be empowered to have the premises disconnected from its source of electric supply, as established by the Board. When such equipment or installation has been so condemned or disconnected, a notice shall be placed thereon listing the causes for the condemnation, the disconnection, or both, and the penalty under 80.23 for the unlawful use thereof. Written notice of such condemnation or disconnection and the causes therefor shall be given within 24 hours to the owners, the occupant, or both, of such building, structure, or premises. It shall be unlawful for any person to remove said notice, to reconnect the electrical equipment to its source of electric supply, or to use or permit to be used electric power in any such electrical equipment until such causes for the condemnation or disconnection have been remedied to the satisfaction of the inspection authorities.
- (3) The authority having jurisdiction shall be permitted to delegate to other qualified individuals such powers as necessary for the proper administration and enforcement of this *Code*.
- (4) Police, fire, and other enforcement agencies shall have authority to render necessary assistance in the enforcement of this *Code* when requested to do so by the authority having jurisdiction.
- (5) The authority having jurisdiction shall be authorized to inspect, at all reasonable times, any building or premises for dangerous or hazardous conditions or equipment as set forth in this *Code*. The authority having jurisdiction shall be permitted to order any

person(s) to remove or remedy such dangerous or hazardous condition or equipment. Any person(s) failing to comply with such order shall be in violation of this *Code*.

(6) Where the authority having jurisdiction deems that conditions hazardous to life and property exist, he or she shall be permitted to require that such hazardous conditions in violation of this *Code* be corrected.

(7) To the full extent permitted by law, any authority having jurisdiction engaged in inspection work shall be authorized at all reasonable times to enter and examine any building, structure, or premises for the purpose of making electrical inspections. Before entering a premises, the authority having jurisdiction shall obtain the consent of the occupant thereof or obtain a court warrant authorizing entry for the purpose of inspection except in those instances where an emergency exists. As used in this section, *emergency* means circumstances that the authority having jurisdiction knows, or has reason to believe, exist and that reasonably can constitute immediate danger to persons or property.

(8) Persons authorized to enter and inspect buildings, structures, and premises as herein set forth shall be identified by proper credentials issued by this governing authority.

(9) Persons shall not interfere with an authority having jurisdiction carrying out any duties or functions prescribed by this *Code*.

(10) Persons shall not use a badge, uniform, or other credentials to impersonate the authority having jurisdiction.

(11) The authority having jurisdiction shall be permitted to investigate the cause, origin, and circumstances of any fire, explosion, or other hazardous condition.

(12) The authority having jurisdiction shall be permitted to require plans and specifications to ensure compliance with this *Code*.

(13) Whenever any installation subject to inspection prior to use is covered or concealed without having first been inspected, the authority having jurisdiction shall be permitted to require that such work be exposed for inspection. The authority having jurisdiction shall be notified when the installation is ready for inspection and shall conduct the inspection within \_\_\_\_ days.

(14) The authority having jurisdiction shall be permitted to order the immediate evacuation of any occupied building deemed unsafe when such building has hazardous conditions that present imminent danger to building occupants.

(15) The authority having jurisdiction shall be permitted to waive specific requirements in this *Code* or permit alternative methods where it is assured that equivalent objectives can be achieved by establishing and maintaining effective safety. Technical documentation shall be submitted to the authority having jurisdiction to demonstrate equivalency and that the system, method, or device is approved for the intended purpose.

(16) Each application for a waiver of a specific electrical requirement shall be filed with the authority having jurisdiction and shall be accompanied by such evidence, letters, statements, results of tests, or other supporting information as required to justify the request. The authority having jurisdiction shall keep a record of actions on such applications, and a signed copy of the authority having jurisdiction's decision shall be provided for the applicant.

## **80.15 Appeals**

### **(A) Board**

The Board hearing appeals is the Board of Adjustments and Appeals.

### **(B) Appeals.**

(1) *Review of Decisions.* Any person, firm, or corporation may register an appeal with the Board for a review of any decision of the Chief Electrical Inspector or of any Electrical Inspector, provided that such appeal is made in writing within fifteen (15) days after such person, firm, or corporation shall have been notified. Upon receipt of such appeal, said Board shall, if requested by the person making the appeal, hold a public hearing and proceed to determine whether the action the authority having jurisdiction, the Chief Electrical Inspector, or of the Electrical Inspector complies with this law and, within fifteen (15) days after receipt of the appeal or after holding the hearing, shall make a decision in accordance with its findings.

(2) *Conditions.* Any person shall be permitted to appeal a decision of the authority having jurisdiction to the Board when it is claimed that any one or more of the following conditions exist:

- a. The true intent of the codes or ordinances described in this *Code* has been incorrectly interpreted.
- b. The provisions of the codes or ordinances do not fully apply.
- c. A decision is unreasonable or arbitrary as it applies to alternatives or new materials.

(3) *Submission of Appeals.* A written appeal, outlining the *Code* provision from which relief is sought and the remedy proposed, shall be submitted to the authority having jurisdiction within 15 calendar days of notification of violation.

## **80.17 Records and Reports.**

The authority having jurisdiction shall retain records in accordance with 80.17(A) and (B).

**(A) Retention.**

The authority having jurisdiction shall keep a record of all electrical inspections, including the date of such inspections and a summary of any violations found to exist, the date of the services of notices, and a record of the final disposition of all violations. All required records shall be maintained until their usefulness has been served or as otherwise required by law.

**(B) Availability.**

A record of examinations, approvals, and variances granted shall be maintained by the authority having jurisdiction and shall be available for public review as prescribed by law during normal business hours.

**80.19 Permits and Approvals.**

Permits and approvals shall conform to 80.19(A) through (H).

**(A) Application.**

(1) Activity authorized by a permit issued under this *Code* shall be conducted by the permittee or the permittee's agents or employees in compliance with all requirements of this *Code* applicable thereto and in accordance with the approved plans and specifications. No permit issued under this *Code* shall be interpreted to justify a violation of any provision of this *Code* or any other applicable law or regulation. Any addition or alteration of approved plans or specifications shall be approved in advance by the authority having jurisdiction, as evidenced by the issuance of a new or amended permit.

(2) A copy of the permit shall be posted or otherwise readily accessible at each work site or carried by the permit holder as specified by the authority having jurisdiction.

**(B) Content.**

Permits shall be issued by the authority having jurisdiction and shall bear the name and signature of the authority having jurisdiction or that of the authority having jurisdiction's designated representative. In addition, the permit shall indicate the following:

- (1) Operation or activities for which the permit is issued
- (2) Address or location where the operation or activity is to be conducted
- (3) Name and address of the permittee
- (4) Permit number and date of issuance

- (5) Period of validity of the permit
- (6) Inspection requirements

**(C) Issuance of Permits.**

The authority having jurisdiction shall be authorized to establish and issue permits, certificates, notices, and approvals, or orders pertaining to electrical safety hazards pursuant to 80.23, except that no permit shall be required to execute any of the classes of electrical work specified in the following:

- (1) Installation or replacement of equipment such as lamps and of electric utilization equipment approved for connection to suitable permanently installed receptacles
- (2) Replacement of flush or snap switches, fuses, lamp sockets, and receptacles, and other minor maintenance and repair work, such as replacing worn cords and tightening connections on a wiring device
- (3) The process of manufacturing, testing, servicing, or repairing electrical equipment or apparatus

**(D) Annual Permits.**

In lieu of an individual permit for each installation or alteration, an annual permit shall, upon application, be issued to any person, firm, or corporation regularly employing one or more employees for the installation, alteration, and maintenance of electrical equipment in or on buildings or premises owned or occupied by the applicant for the permit. Upon application, an electrical contractor as agent for the owner or tenant shall be issued an annual permit. The applicant shall keep records of all work done, and the records shall be transmitted periodically to the electrical inspector.

**(E) Fee Schedule.**

On all electrical systems or alterations requiring a permit, a fee for each permit shall be paid as required herein.

|                                                       |         |
|-------------------------------------------------------|---------|
| General electrical work:                              |         |
| Meter loop (new, upgrade, move, or change, per meter) | \$40.00 |
| Temporary meter loop                                  | \$40.00 |
| Temporary power pole                                  | \$40.00 |
| Temporary service on structure                        | \$40.00 |
| New service (per meter)                               | \$40.00 |
| Electrical safety (inspection)                        | \$25.00 |
| Rewire                                                |         |

|                           |                  |
|---------------------------|------------------|
| Per sq. ft. (residential) | \$40.00 + \$0.02 |
| Per sq. ft. (commercial)  | \$40.00 + \$0.04 |

#### **(F) Inspection and Approvals.**

(1) Upon the completion of any installation of electrical equipment that has been made under a permit other than an annual permit, it shall be the duty of the person, firm, or corporation making the installation to notify the Electrical Inspector having jurisdiction, who shall inspect the work within a reasonable time.

(2) Where the Inspector finds the installation to be in conformity with the statutes of all applicable local ordinances and all rules and regulations, the Inspector shall issue to the person, firm, or corporation making the installation a certificate of approval, with duplicate copy for delivery to the owner, authorizing the connection to the supply of electricity and shall send written notice of such authorization to the supplier of electric service. When a certificate of temporary approval is issued authorizing the connection of an installation, such certificates shall be issued to expire at a time to be stated therein and shall be revocable by the Electrical Inspector for cause.

(3) Reserved.

(4) At regular intervals, the Electrical Inspector having jurisdiction shall visit all buildings and premises where work may be done under annual permits and shall inspect all electrical equipment installed under such permits since the date of the previous inspection. The Electrical Inspector shall issue a certificate of approval for such work as is found to be in conformity with the provisions of Article 80 and all applicable ordinances, orders, rules, and regulations, after payments of all required fees.

(5) If, upon inspection, any installation is found not to be fully in conformity with the provisions of Article 80, and all applicable ordinances, rules, and regulations, the Inspector making the inspection shall at once forward to the person, firm, or corporation making the installation a written notice stating the defects that have been found to exist.

#### **(G) Revocation of Permits.**

Revocation of permits shall conform to the following:

(1) The authority having jurisdiction shall be permitted to revoke a permit or approval issued if any violation of this *Code* is found upon inspection

or in case there have been any false statements or misrepresentations submitted in the application or plans on which the permit or approval was based.

(2) Any attempt to defraud or otherwise deliberately or knowingly design, install, service, maintain, operate, sell, represent for sale, falsify records, reports, or applications, or other related activity in violation of the requirements prescribed by this *Code* shall be a violation of this *Code*.

Such violations shall be cause for immediate suspension or revocation of any related licenses, certificates, or permits issued by this jurisdiction. In addition, any such violation shall be subject to any other criminal or civil penalties as available by the laws of this jurisdiction.

(3) Revocation shall be constituted when the permittee is duly notified by the authority having jurisdiction.

(4) Any person who engages in any business, operation, or occupation, or uses any premises, after the permit issued therefor has been suspended or revoked pursuant to the provisions of this *Code*, and before such suspended permit has been reinstated or a new permit issued, shall be in violation of this *Code*.

(5) A permit shall be predicated upon compliance with the requirements of this *Code* and shall constitute written authority issued by the authority having jurisdiction to install electrical equipment. Any permit issued under this *Code* shall not take the place of any other license or permit required by other regulations or laws of this jurisdiction.

(6) The authority having jurisdiction shall be permitted to require an inspection prior to the issuance of a permit.

(7) A permit issued under this *Code* shall continue until revoked or for the period of time designated on the permit. The permit shall be issued to one person or business only and for the location or purpose described in the permit. Any change that affects any of the conditions of the permit shall require a new or amended permit.

#### **(H) Applications and Extensions.**

Applications and extensions of permits shall conform to the following:

- (1) The authority having jurisdiction shall be permitted to grant an extension of the permit time period upon presentation by the permittee of a satisfactory reason for failure to start or complete the work or activity authorized by the permit.

- (2) Applications for permits shall be made to the authority having jurisdiction on forms provided by the jurisdiction and shall include the applicant's answers in full to inquiries set forth on such forms. Applications for permits shall be accompanied by such data as required by the authority having jurisdiction, such as plans and specifications, location, and so forth. Fees shall be determined as required by local laws.
- (3) The authority having jurisdiction shall review all applications submitted and issue permits as required. If an application for a permit is rejected by the authority having jurisdiction, the applicant shall be advised of the reasons for such rejection. Permits for activities requiring evidence of financial responsibility by the jurisdiction shall not be issued unless proof of required financial responsibility is furnished.

#### **80.20. Miscellaneous**

##### **(A) Permit; required; exceptions to licensing requirement.**

Any homeowner personally installing electrical conductors or equipment within his own home, provided that the owner shall file with the electrical inspector approved plans and specifications, shall satisfy the electrical inspector as to his ability to install electrical wiring, shall apply for and secure a permit, shall pay the required fees, shall do work in accordance with this chapter and shall request the required inspections and obtain a certificate of approval. Homeowner shall sign an electrical liability waiver before obtaining a permit. Personal installation by an owner under this subsection shall be by himself, on his homestead premises.

##### **(B) Sign manufacturer's license.**

The first annual fee for an electrical sign manufacturer's license shall be \$100.00 for the first year, payable in full and in advance, and the annual renewal fee for such a license shall be \$50.00, payable in full on the expiration date of the annual period for which license fee was paid theretofore; and shall in no way constitute ability to do electrical installations of their signs.

##### **(C) Electric fences prohibited.**

Electric fences, whether of the battery or the transformer type, shall not be installed or used in the City of Big Spring.

**(D) Outdoor GFCI outlets.**

Notwithstanding any other provision, Article 210.8(F) is not adopted.

**80.21 Plans Review.**

Review of plans and specifications shall conform to 80.21(A) through (C).

**(A) Authority.**

For new construction, modification, or rehabilitation, the authority having jurisdiction shall be permitted to review construction documents and drawings.

**(B) Responsibility of the Applicant.**

It shall be the responsibility of the applicant to ensure the following:

- (1) The construction documents include all of the electrical requirements.
- (2) The construction documents and drawings are correct and in compliance with the applicable codes and standards.

**(C) Responsibility of the Authority Having Jurisdiction.**

It shall be the responsibility of the authority having jurisdiction to promulgate rules that cover the following:

- (1) Review of construction documents and drawings shall be completed within established time frames for the purpose of acceptance or to provide reasons for nonacceptance.
- (2) Review and approval by the authority having jurisdiction shall not relieve the applicant of the responsibility of compliance with this *Code*.
- (3) Where field conditions necessitate any substantial change from the approved plan, the authority having jurisdiction shall be permitted to require that the corrected plans be submitted for approval.

**80.23 Notice of Violations, Penalties.**

Notice of violations and penalties shall conform to 80.23(A) and (B).

**(A) Violations.**

- (1) Whenever the authority having jurisdiction determines that there are violations of this *Code*, a written notice shall be issued to confirm such findings.

(2) Any order or notice issued pursuant to this *Code* shall be served upon the owner, operator, occupant, or other person responsible for the condition or violation, either by personal service or mail or by delivering the same to, and leaving it with, some person of responsibility upon the premises. For unattended or abandoned locations, a copy of such order or notice shall be posted on the premises in a conspicuous place at or near the entrance to such premises and the order or notice shall be mailed by registered or certified mail, with return receipt requested, to the last known address of the owner, occupant, or both.

**(B) Penalties.**

(1) Any person who fails to comply with the provisions of this *Code* or who fails to carry out an order made pursuant to this *Code* or violates any condition attached to a permit, approval, or certificate shall be subject to the penalties established by this jurisdiction.

(2) Failure to comply with the time limits of an abatement notice or other corrective notice issued by the authority having jurisdiction shall result in each day that such violation continues being regarded as a new and separate offense.

(3) Any person, firm, or corporation who shall willfully violate any of the applicable provisions of this article shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine according to Big Spring City Code Section 1-8.

**80.25 Connection to Electricity Supply.**

Connections to the electric supply shall conform to 80.25(A) through (E).

**(A) Authorization.**

Except where work is done under an annual permit and except as otherwise provided in 80.25, it shall be unlawful for any person, firm, or corporation to make connection to a supply of electricity or to supply electricity to any electrical equipment installation for which a permit is required or that has been disconnected or ordered to be disconnected.

**(B) Special Consideration.**

By special permission of the authority having jurisdiction, temporary power shall be permitted to be supplied to the premises for specific needs of the construction project. The Board shall determine what needs are permitted under this provision.

**(C) Notification.**

If, within 25 business days after the Electrical Inspector is notified of the completion of an installation of electric equipment, other than a temporary approval installation, the Electrical Inspector has neither authorized connection nor disapproved the installation, the supplier of electricity is authorized to make connections and supply electricity to such installation.

**(D) Other Territories.**

If an installation or electric equipment is located in any territory where an Electrical Inspector has not been authorized or is not required to make inspections, the supplier of electricity is authorized to make connections and supply electricity to such installations.

**(E) Disconnection.**

Where a connection is made to an installation that has not been inspected, as outlined in the preceding paragraphs of this section, the supplier of electricity shall immediately report such connection to the Chief Electrical Inspector. If, upon subsequent inspection, it is found that the installation is not in conformity with the provisions of Article 80, the Chief Electrical Inspector shall notify the person, firm, or corporation making the installation to rectify the defects and, if such work is not completed within fifteen (15) business days or a longer period as may be specified by the Board, the Board shall have the authority to cause the disconnection of that portion of the installation that is not in conformity.

**80.29 Liability for Damages.**

Article 80 shall not be construed to affect the responsibility or liability of any party owning, designing, operating, controlling, or installing any electrical equipment for damages to persons or property caused by a defect therein, nor shall the City of Big Spring or any of its employees be held as assuming any such liability by reason of the inspection, reinspection, or other examination authorized.

**SECTION 4.** The Big Spring Electric Code shall be considered a building code of the City.

**SECTION 5.** 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 6.** That nothing in this legislation or in the Big Spring Electric Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed by this law; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

**SECTION 7.** This ordinance shall be in full force and effect from and after its passage and publication in accordance with the City of Big Spring Charter and other law.

**SECTION 8.** Any ordinances or parts of ordinances in the Big Spring Code of Ordinances in conflict with this ordinance shall be and are hereby repealed to the extent of such conflict.

**SECTION 9.** The City Secretary is hereby ordered and directed to cause the descriptive caption, as well as the penalties for violation of this ordinance to be published as provided by law.

**PASSED AND APPROVED** on first reading at a regular meeting of the City Council on the **24<sup>th</sup>** day of **January 2023**, with all members voting “aye” for the passage of same.

**PASSED AND APPROVED** on second and final reading at a regular meeting of the City Council on the **14<sup>th</sup>** day of **February 2023**, with all members voting “aye” for the passage of same.

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Robert H. Moore, III, Mayor

**ATTEST:**

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Tami L. Davis, City Secretary



INTEGRITY  
EXCELLENCE  
TRUST

February 8, 2023

Mr. John Medina  
Assistant City Manager  
City of Big Spring  
310 Nolan Street  
Big Spring, Texas 79720

Re: 2023 Crack Seal  
Letter of Recommendation for Award

Sent: Via Email

Dear Mr. Medina:

On February 7, 2023 the City of Big Spring received bids for the 2023 Crack Seal Project. Two bids were received for this project. A bid tabulation sheet summarizing the bids is included as an attachment to this letter. The low total base bid was \$64,925.99 submitted by FYL Enterprises, LLC located in Austin, Texas. Jacob and Martin has evaluated the low bid for conformity with the advertisement for bids and checked the references of the apparent low bidder. Based on our evaluation of the bids, it is recommended that the contract be awarded to FYL Enterprises for the total base bid amount of \$64,925.99. If the City Council agrees with the recommendation for award, Jacob and Martin will prepare contract documents for execution by the Contractor and the City. Feel free to contact me if you have any questions.

Sincerely,

Kirt Harle, P.E.

**JACOB | MARTIN**



325.695.1070  
817.594.9880



info@jacobmartin.com  
www.jacobmartin.com



3465 Curry Lane  
Abilene, TX 76906

1508 Santa Fe, Suite 203  
Weatherford, TX 76086

TBPE Firm #: 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 - Weatherford

City of Big Spring  
2023 Crack Seal  
Bid Date: February 7, 2023 at 3:00 PM  
JM Project Number: 22572  
Local Funding  
Bid Tabulation



Engineer: Jacob & Martin, LLC  
Abilene, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the  
Following:

|                        |                             |
|------------------------|-----------------------------|
| FYL Enterprises, LLC   | Four B Paving, Inc.         |
| 3901 North Hills Drive | 8050 Old Spring Branch Road |
| Austin, TX 78731       | Spring Branch, TX 78070     |

| Item #                       | Item Description | Quantity | Unit | Unit Price | Total        | Unit Price | Total         |
|------------------------------|------------------|----------|------|------------|--------------|------------|---------------|
| TOTAL BASE BID (Items 1 - 3) |                  |          |      |            | \$ 64,925.99 |            | \$ 129,545.15 |





## MEMORANDUM

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Date: February 9, 2023

To: Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager

From: Shane Bowles, Public Works Director

Re: Grit Removal Request For Qualifications

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The City of Big Spring sent out a notice to receive qualification statements from engineers regarding the Wastewater plant Grit Removal System. We received 4 reports from qualified Texas engineering firms that were graded internally by staff have received the following scoring.

| <b>Firm</b>      | <b>Bowles</b> | <b>Medina</b> | <b>Darden</b> |
|------------------|---------------|---------------|---------------|
| EHT              | 74            | 63            | 83            |
| Jacob Martin     | 66            | 84            | 71            |
| Garver           | 86            | 85            | 87            |
| Freese & Nichols | 95            | 90            | 95            |

Based on the scoring it is City Staff's recommendation to award the RFQ to Freese & Nichols for the Wastewater Plants Grit Removal System.



## MEMORANDUM

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Date: February 9, 2023

To: Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager

From: Shane Bowles, Public Works Director

Re: Cloth Filters Request For Qualifications

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The City of Big Spring sent out a notice to receive qualification statements from engineers regarding the Wastewater Plant Cloth Filtration System. We received 4 reports from qualified Texas engineering firms that were graded internally by staff have received the following scoring.

| <b>Firm</b>      | <b>Bowles</b> | <b>Medina</b> | <b>Darden</b> |
|------------------|---------------|---------------|---------------|
| EHT              | 82            | 84            | 78            |
| Jacob Martin     | 77            | 85            | 77            |
| Garver           | 90            | 84            | 90            |
| Freese & Nichols | 96            | 89            | 98            |

Based on the scoring it is City Staff's recommendation to award the RFQ to Freese & Nichols for the Wastewater Plants Cloth Filtration System.



## INTEROFFICE MEMORANDUM

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Date: February 10, 2023  
To: Mayor Robert H. Moore, Big Spring City Council, and Todd Darden, City Manager  
From: Albert Belez, Purchasing Agent  
Subject: Economic Development/Real Estate Opportunity RFP #22-020

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On Friday, May 27, 2022, the City of Big Spring advertised a Request for Proposals for the sale and development of City-owned property located at 1801 West Interstate 20. The deadline for proposals to be submitted was 3:15 p.m. on Monday, July 11, 2022. The City's Purchasing Department received one formal proposal from 3-D Development, LLC.

The proposal submitted by 3-D Development stated that they are making an "in cash" offer for the property in the amount of \$900,000.00 and there would be no financing required for the purchase. The proposal also stated that 3-D Development will develop a major retail center.

The total estimated projected cost of the investments is \$12,000,000.00 to \$15,000,000.00. The proposal also states that this development will create approximately 50 to 60 full-time jobs encompassing a wide range of pay grades.



## **Memorandum**

To: Honorable Mayor, City Council, and City Manager

From: Chad Williams, Chief of Police

Date: February 9, 2023

Subject: Permission to Donation Police Units to PBLEA

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I am seeking permission to donate two police units to the Permian Basin Law Enforcement Academy for them to use in their training. This will be done through the Permian Basin Regional Planning Commission (PBRPC) and will require PBRPC to accept these two units in the current “AS-IS” condition and will waive any and all responsibility to the City of Big Spring about the vehicles physical or mechanical conditions.

2008 Chevy Impala 4 door VIN#: 2G1WS553381272815

2009 Chevy Impala 4 door VIN#: 2G1WS57M991285270

These two units have been retired from the Police Department’s fleet.

Your consideration in this matter is greatly appreciated.



## COMMUNITY SERVICES MEMORANDUM

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Date: 2/14/2023  
To: Mayor and City Council  
Todd Darden, City Manager  
From: Hayley Lewis, Community Services Director  
Subject: Event Funding Request

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We are respectfully requesting City Council approve the staff recommendation of \$3,750 for event funding for the Texas Junior Disc Open hosted by Blue Collar Disc LLC to take place in Comanche Trail Park on June 24-25, 2023. This is a first time event and it is estimated to bring in 50 hotel rooms.

This event meets the stipulations required by THLA to receive HOT funds and will be funded by the Convention and Visitors Bureau Event Funding budget.

If approved, the event funding budget will have a balance of \$53,950 for the remainder of the fiscal year.

### CVB Event Funding - Cover Sheet

|                                       |                        |
|---------------------------------------|------------------------|
| Event:                                | Texas Junior Disc Open |
| Event Date:                           | 6/24-25/2023           |
| Sponsoring Organization:              | Blue Collar Disc LLC   |
| Date Request Received:                | 2/2/2023               |
| Amount Requested:                     | \$3,750.00             |
| Staff Recommendation:                 | \$3,750.00             |
| Action:                               |                        |
| Estimated Hotel Rooms on Application: | 50                     |
| Hotel Rooms from Previous Year        | N/A                    |

### 5 Year Requests

| Date Requested | Event Date    | \$ Funded | Follow-up | Profit/Loss | Hotel Rooms |
|----------------|---------------|-----------|-----------|-------------|-------------|
| 2/14/2023      | 06/24-25/2023 |           |           |             | 50          |
|                |               |           |           |             |             |
|                |               |           |           |             |             |
|                |               |           |           |             |             |
|                |               |           |           |             |             |



# Application

Date: 1-30-23

## Organization Information

Name of Organization:

Blue Collar Disc LLC

Address:

2513 Hunter Dr

City, State, Zip:

Big Spring, Tx 79720

Contact Name: James Fattelle Contact Phone Number: 432-466-1622

Contact Email: jimmy@camp-u-shoppe.com

Second Contact Name: \_\_\_\_\_ Second Contact Email: \_\_\_\_\_

Second Contact Phone Number: \_\_\_\_\_

Web Site Address for Event or Sponsoring Entity bluecollardisc.com

Non-Profit or For-Profit status: For Profit Tax ID #: 32080180071 (Tx)  
87-1810885 (Fed)

Purpose of your organization:

Retail sales of disc golf equipment.  
Promote disc golf events

## Event Information

Name of Event Texas Junior Disc Open

Date of Event June 24-25, 2023

Primary Location of Event: Comanche Trail Park

## THLA Event Funding Formula:

# of Hotel Rooms 50 X \$150 (amount per room) = \$ 7500 X %50 of Hotel Revenue =

\$ 3750.00

Outside of Howard County Advertising: \$ 0

Total Amount Requested: \$ 3750.00



All participants pay a registration fee to play in the event.  
The cost and profit of event should evenly cancel out.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet: All current advertising online @ no cost,  
 Local: \_\_\_\_\_ Out of Area: at this time.

Newspaper: \_\_\_\_\_

Radio: \_\_\_\_\_

Tv: \_\_\_\_\_

Other Paid Advertising: \_\_\_\_\_

Number of Press Releases to Media \_\_\_\_\_

Number Direct Mailings to out-of-town recipients \_\_\_\_\_

Other Promotions \_\_\_\_\_

10. Will you include a link to the CVB or other source on your promotional handouts and in your website? They will be listed or linked on any materials or websites mentioning sponsors.

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event? Also include any marketing outside of Howard County.

None at this time.

This event is: \_\_\_ Regional ☒ Statewide ☒ National \_\_\_ International

Does this event fall under the Texas Hotel Lodging Two Part Test:

1. Heads in Beds?

a. Yes

b. No

\_\_\_ Convention Centers/Visitor Information Center \_\_\_ Registration of Convention Delegates

\_\_\_ Advertising \_\_\_ Promotions of Arts \_\_\_ Historical Restoration or Preservation ☒ Sporting Events

\_\_\_ Transportation \_\_\_ Signage

I have read and I understand the requirements of the Convention and Visitors Bureau event funding application. I understand that failure to submit a follow up report within 90 days could possibly result in my event not receiving funds in the following year. [Signature] Initial

[Signature]  
Signature

1-30-23  
Date

James Fattelle  
Printed Name



How will the funds be used:

Funds will be used to cover cost of the Event. Remaining cost include overhead to manage and provide event, and additional payout / player packs for participants.

Description of Activities Planned (include schedule of events, samples of posters, flyers, ads, etc.)

Two full rounds of disc golf on Saturday 6-24-23. One final round of disc golf on Sunday 6-25-23. All three courses in Big Spring will be used for event, both days.

**Questions for All Funding Request Categories:**

1. How many years have you held this Event 1

2. Expected Attendance: 100 +

3. How many people attending the Event will use Big Spring hotels? 50 +

Number of nights the visitors will stay (approximate): 1-2

4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

N/A

5. Will you negotiate a special rate or hotel/event package to attract overnight stays?

Undecided

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)?

The registration process ask if the participant is staying overnight in Big Spring. Possible follow up survey.

7. Please list other organization, government entities, and grants that have offered financial support to your project:

We are using sponsorships for funding and financial support, in trade for T-Box advertising

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

Projected Budget  
for Event Attached.



**Pre Event**

**REVENUE:**

Start up Revenue (from previous proceeds, other sponsors, etc.)

Please list all sponsors individually

Projected

|                                |         |            |
|--------------------------------|---------|------------|
| Currently have 1 major sponsor | \$3,000 | Best Ranch |
| currently have 11 "T" sponsors | 1,100   |            |
|                                |         |            |
|                                |         |            |
|                                |         |            |
|                                |         |            |
|                                |         |            |
|                                |         |            |

Total Projected Revenue

\$4,100      \$

**EXPENSES:**

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Total Projected Expenses

\$      \$

Projected Profit (Loss)

\$      \$

## Texas Junior Disc Open Projected Budget

|                       | Players<br>100 | Players<br>150 | Players<br>200 |
|-----------------------|----------------|----------------|----------------|
| <b>Income Sources</b> | Income         | Income         | Income         |
| Player Buy-in (\$40)  | \$4,000.00     | \$6,000.00     | \$8,000.00     |
| Major Sponsors        | \$3,000.00     | \$3,000.00     | \$3,000.00     |
| Hole Sponsors         | \$5,400.00     | \$5,400.00     | \$5,400.00     |
| CVB Funds             | \$3,500.00     | \$3,500.00     | \$3,500.00     |
| Total Income          | \$15,900.00    | \$17,900.00    | \$19,900.00    |

| <b>Event Expenses</b>          | Expense    | Expense    | Expense     |
|--------------------------------|------------|------------|-------------|
| PDGA Sanction Fee              | \$50.00    | \$50.00    | \$50.00     |
| PDGA Insurance Certificate Fee | \$50.00    | \$50.00    | \$50.00     |
| Assistant TD Cost              | \$600.00   | \$600.00   | \$600.00    |
| PDGA Player Fees               | \$200.00   | \$300.00   | \$400.00    |
| Signage                        | \$1,080.00 | \$1,080.00 | \$1,080.00  |
| TD Cost                        | \$500.00   | \$500.00   | \$500.00    |
| Organization Supplies          | \$300.00   | \$300.00   | \$300.00    |
| Player Packs                   | \$4,000.00 | \$6,000.00 | \$8,000.00  |
|                                |            |            |             |
|                                |            |            |             |
|                                |            |            |             |
|                                |            |            |             |
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|                                |            |            |             |
|                                |            |            |             |
|                                |            |            |             |
|                                |            |            |             |
|                                |            |            |             |
| Total Expenses                 | \$6,780.00 | \$8,880.00 | \$10,980.00 |

|                                  | Players<br>100 | Players<br>100 | Players<br>100 |
|----------------------------------|----------------|----------------|----------------|
| Total Projected Income           | \$15,900.00    | \$17,900.00    | \$19,900.00    |
| Total Projected Expenses         | \$6,780.00     | \$8,880.00     | \$10,980.00    |
| Total Value of Added Merchandise | \$9,120.00     | \$9,020.00     | \$8,920.00     |

Presented By:  
Blue Collar  
Disc

Sanctioned C Tier



Saturday and Sunday  
June 24 & 25, 2023

Location:  
Commanche Trail Park  
Birdwell Park  
Big Spring, TX

Registration:  
[discgolfszene.com](http://discgolfszene.com)

All 12 Junior  
Divisions \$40  
Optional Ace Pot \$5

TD  
Jimmy Futrelle

Questions  
(432) 466-1622

Email  
[jimmy@comp-u-shoppe.com](mailto:jimmy@comp-u-shoppe.com)

Check-In  
0800-0845 am



## **Texas Junior Disc Open By Blue Collar Disc**

Dear Sponsor,

Thank you for your interest in sponsoring the Texas Junior Disc Open. This is the initial event of what is planned to be a yearly event, held in the Big Spring, Texas area. Our goal is to make this a Texas sized yearly event where junior players can come and compete with each other. Managing an event that can attract players from around the state and other surrounding states, requires incentives. Sponsors make this happen. You make this happen. Your support for this event allows us to provide player packs for every junior participant, as well as boosted payout for the winning competitors. This in turn helps you advertise your business, product or people. We offer several options for sponsorship of the event:

\_\_\_\_\_ **\$25 CTP (Closest To Pin) Sponsor**

This provides a prize valued at \$25 which is assigned to a hole during one of the three rounds. The person that gets the closest shot on their initial drive from the T-box, will win the prize at the end of the round. This bolsters competitive spirit during the round itself. Your information will be provided with the individual prize and a small logo will be placed on the event banner. You will also be noted as a CTP sponsor on any associated event websites.

\_\_\_\_\_ **\$100 Hole Sponsor**

This means you are sponsoring a hole on the course. We have 54 holes available. We will place a 12 x 18 sign on the sponsored hole with your information and logo on it. You will also be on the main event banner and listed as a Hole sponsor on any associated event websites. If you wish to sponsor multiple holes, please do. We will spread the signs out over each of the courses. Example, if you sponsor 2 holes, we will place your signs on two courses. Three holes will put your signs on all three courses. Hole sponsorships are \$100 each and boost the prize payout values for the participants.

We are looking for some \$1,500 sponsors for special player offers. If you are interested in sponsoring this event on a larger scale or to be a merchandise sponsor, please contact Jimmy Futrelle at (432) 466-1622 for details.

We can accept various forms of payment for sponsorships.

Checks: Payable to Blue Collar Disc

Paypal: [jimmy@comp-u-shoppe.com](mailto:jimmy@comp-u-shoppe.com)

Cash App: \$paramedicmonk

Venmo: @Paramedicmonk

Event Funding February 14, 2023

| Event                  | Hotel Rooms | \$150      | 50% of Hotel Revenue | Advertising | Total      | Requesting | Staff Recommendation |
|------------------------|-------------|------------|----------------------|-------------|------------|------------|----------------------|
| Texas Junior Disc Open | 50          | \$7,500.00 | \$3,750.00           | \$0.00      | \$3,750.00 | \$3,750.00 | \$3,750.00           |

|                |              |            |        |                   |
|----------------|--------------|------------|--------|-------------------|
| Event Funding: | Advertising: | \$3,750.00 | \$0.00 | <u>\$3,750.00</u> |
|----------------|--------------|------------|--------|-------------------|

Event Funding Cap

|                  |              |
|------------------|--------------|
| 300+ room nights | \$ 25,000.00 |
| 200-300          | \$ 20,000.00 |
| 150-200          | \$ 17,000.00 |
| 100-150          | \$ 15,000.00 |
| 75-100           | \$ 10,000.00 |
| 50-75            | \$ 7,000.00  |
| 25-50            | \$ 5,000.00  |
| 11 to 25         | \$ 2,500.00  |
| Less than 10     | \$ 1,000.00  |

| Event                         | Received  | Event Date    | Decision Date | Requested   | Total Amount<br>Approved | Event<br>Funding | Advertising | Follow Up  | Hotel<br>Rooms |
|-------------------------------|-----------|---------------|---------------|-------------|--------------------------|------------------|-------------|------------|----------------|
| Oktoberfest                   | 8/9/2022  | 10/22/2022    | 10/11/2022    | \$13,000.00 | \$12,800.00              | \$7,800.00       | \$5,000.00  | 10/31/2022 | 94             |
| Crossroads Comic and Toy Show | 9/22/2022 | 10/22-23/2022 | 10/11/2022    | \$3,000.00  | \$2,000.00               | \$1,500.00       | \$500.00    |            |                |
| Together Trail Race           | 1/17/2023 | 2/11/2023     | 1/24/2023     | \$2,550.00  | \$2,500.00               | \$750.00         | \$1,750.00  |            |                |
| Texas Junior Disc Open        | 2/2/2023  | 6/24-25/2023  |               | \$3,750.00  |                          |                  |             |            |                |
|                               |           |               |               |             |                          |                  |             |            |                |

\$22,300.00    \$17,300.00    \$10,050.00    \$7,250.00

Totals:

2021-2022 Event Funding Budget                      \$75,000.00

Total Funded YTD                                              \$17,300.00

Available Balance                                              \$57,700.00

Requested This Month                                              \$3,750.00

Pending Balance                                              \$53,950.00

Staff Recommendation                                              \$3,750.00

Pending Balance using Staff Recommendation                      \$53,950.00

| Potential Events                          | Received   | Event date                   | Amount<br>Funded | Hotel<br>Rooms |
|-------------------------------------------|------------|------------------------------|------------------|----------------|
| Big Spring Classic & Big Spring Shoot Out | 10/12/2021 | 4/29-5/1/2022 & 6/17-19/2022 | \$12,000.00      | 280            |
| A Joyful Season                           | 10/26/2021 | 4/30-5/1/2022 & 11/5-6/2022  | \$2,500.00       | 40             |
| Coach Roy Training/ACES                   | 5/10/2022  | 06/02-05/2022                | \$7,000.00       | 32             |
| Pops in the Park                          | 6/28/2022  | 7/3/2022                     | \$3,000.00       | 40             |

\$24,500.00

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 2 OF THE BIG SPRING CITY CODE ENTITLED “ADMINISTRATION,” ARTICLE VII “BOARDS AND COMMISSIONS,” DIVISION 2 “AVIATION ADVISORY BOARD” SECTION 2-261 BY ADDING A NEW SUBSECTION (G) IN ORDER TO RENDER INACTIVE THE SAID BOARD AND RELEASE THE MEMBERS OF THE BOARD FOR POTENTIAL CONSIDERATION FOR SERVICE ON OTHER BOARDS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Aviation Advisory Board has not met in an extended period; and

**WHEREAS**, the members of the board are prohibited from serving on other, more utilized boards of the City due to restrictions on serving on multiple boards; and

**WHEREAS**, if the board is rendered inactive, the members will be released from their respective obligations under these boards to potentially serve on other boards of the City;

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

**SECTION 1.** The Big Spring City Code, Chapter 2 entitled “Administration,” Article VII entitled “Boards and Commissions,” Division 2 entitled “Aviation Advisory Board” Section 2-261, is hereby amended by adding a new subsection (g) which shall read as follows:

**Sec 2-261. – Aviation advisory board.**

...

(g) Notwithstanding this section, the Aviation Advisory Board shall be inactive.

**SECTION 2:** For the purpose of allowing such members to serve on other boards, all voting members are hereby released from the following board: Aviation Advisory Board. The eligibility of such members to serve on other boards is not affected.

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

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

**SECTION 5.** This Ordinance shall take effect immediately after passage in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

**PASSED AND APPROVED** on first reading at a regular meeting of the City Council on the **24<sup>th</sup>** day of **January, 2023** 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 **14<sup>th</sup>** day of **February, 2023** with all members of the Council voting “aye” for the passage of same.

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Robert H. Moore, III, Mayor

ATTEST:

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Tami L. Davis, City Secretary

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 038-2022 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 BY INCREASING THE AIRPARK FUND BUDGET FOR THE PURPOSE OF ADDING THE DEBT SERVICE FUNDS BACK IN THE BUDGET; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS** the City Council adopted the annual 2022-23 budget for the City of Big Spring, Texas on September 27, 2022 (“Budget”); and

**WHEREAS** the debt service funds were omitted from the original budget and need to be added back into the original budget in order to make the debt service payments; and

**WHEREAS** the City Manager and Finance Director desires to authorize the increase to the airpark debt service fund.

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

**SECTION 1.** The Airpark Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 is hereby amended increasing the amount due to an omission in the original budget, per the following:

|                     |                        |                  |
|---------------------|------------------------|------------------|
| 410-070-000-5701-58 | Debt Svc 2016-17 Equip | \$ 9,440.00      |
| 410-070-000-5701-59 | Debt Svc 2017-18 Equip | 33,029.00        |
| 410-070-000-5701-60 | Debt Svc 2018-19 Equip | 45,217.00        |
| 410-070-000-5701-62 | Debt Svc 2020-21 Equip | <u>4,136.00</u>  |
|                     | Total Debt Service     | <u>91,822.00</u> |

**SECTION 2.** The remaining portions of Ordinance Number 038-2022 shall remain in full force and effect.

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

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

**SECTION 5.** The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

**SECTION 6.** This ordinance shall be in full 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 **14<sup>th</sup>** day of **February, 2023** with all members of the Council voting “aye” for the passage of same.

**PASSED AND APPROVED** on second reading at a regular meeting of the City Council on the **14<sup>th</sup>** day of **March, 2023** with all members of the Council voting “aye” for the passage of same.

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Robert H. Moore III, Mayor

ATTEST:

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Tami L. Davis, City Secretary

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CITY OF  
**Big Spring**

# MEMORANDUM

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Date: February 9, 2023

To: Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager

From: Mike Feeley A.A.E., Airport Director

Re: Proposed Budget Amendment to transfer available resources from one operating account to another operating account associated with a payment to Permian Holdings, LP for the surrender of their leasehold at Big Spring McMahon-Wrinkle Airport

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Staff is proposing that City Council authorize a budget amendment for the purpose of transferring available resources in the 2022-2023 City Council adopted budget from one operating account to another operating account to facilitate the negotiated payment to Permian Holdings, LP for the early release of their leasehold interest associated with City Secretary Contract Co. C099-2019.

Permian Holdings, LP through negotiations with city staff has agreed to accept the city's offer of \$32,000.00 dollars for the early release of their leasehold interest and to vacate the premises for property located on McMahon-Wrinkle Airport identified as 5412 West Interstate 20.

Staff is requesting City Council authorization to transfer funds from the Building Maintenance account 410-210-610-5311 to the Judgements and Damages account 410-210-610-5616 to make resources available for this payment.

Staff is in support of this budget amendment.

## **AGREEMENT TO SURRENDER LEASEHOLD FOR CONSIDERATION**

THIS Agreement to Surrender Leasehold in Exchange for Consideration (this "Agreement"), is made as of the 14th day of February, 2023, by and between City of Big Spring, a Texas home-rule municipal corporation, having an address at 310 Nolan Street, Big Spring, Texas 79720 ("Landlord") and Permian Holdings, LP, a Texas limited partnership, having an address at 12909 Dessau Road, Austin, Texas 78754-1835 ("Tenant").

### **RECITALS**

WHEREAS, Landlord, as landlord, and Roy R. Taylor entered into that certain Industrial Park Lease Agreement, dated December 1, 1999, the "Lease"), attached as Exhibit 1, demising those certain premises of five (5) acres located in the Industrial Park at the Big Spring McMahon Wrinkle Airport, Big Spring, Texas, and commonly referred to as 5412 West Interstate 20, Big Spring, Texas 79720 (the "Premises").

WHEREAS, the Lease did not require a security deposit for the Lease, and no security deposit of Tenant is held by Landlord.

WHEREAS, the parties agree for the purposes of this Agreement that the Lease attached herein to this Agreement as Exhibit 1 need not have attached the Lease's Exhibit A.

WHEREAS, Roy R. Taylor assigned the Lease to Permian Holdings, LP on November 29, 2019, and Permian Holdings, LP assumed the Lease.

WHEREAS, the Lease was not recorded in the official real property records of Howard County, Texas.

WHEREAS, in return for the Consideration, Tenant wishes to surrender the Lease and all rights under the Lease including but not limited to the possession of the Premises, and to release Landlord from its obligations under the Lease.

WHEREAS, Landlord wishes to provide the Consideration to Tenant, accept the surrender, and to release Tenant from its obligations under the Lease.

WHEREAS, In return for Consideration provided to Tenant for Landlord, Tenant and Landlord wish for the Lease to be surrendered on February 28, 2023, 5:00 PM Central Standard Time ("Surrender Date.")

WHEREAS, Landlord represents and warrants to Tenant that:

- a. The City of Big Spring is a home rule municipal corporation organized under the laws of Texas;
- b. At an open session of a public meeting on February 14, 2023, duly authorized under the Texas Open Meetings Act, Chapter 551, Texas Government Code, the governing body of the City of Big Spring, the City Council of Big Spring,

authorized and directed the Mayor to sign the agreement on behalf of Landlord, the City of Big Spring; and

- c. The execution of this Agreement by the individual whose signature on behalf of Landlord is set forth at the end of this Agreement and the delivery of this Agreement by Landlord has been duly authorized by all necessary action on the part of Landlord;

WHEREAS, Tenant represents and warrants to Landlord that:

- a. Permian Holdings, LP is a limited partnership organized under the laws of Texas;
- b. Permian Holdings, LP is managed solely by one General Partner whose signature is set forth at the end of this Agreement; and
- c. The execution of this Agreement by the individual whose signature on behalf of Tenant is set forth at the end of this Agreement and the delivery of this Agreement by Tenant has been duly authorized by all necessary action on the part of Tenant;
- d. Tenant's leasehold interest under the Lease has not been nor will be encumbered by deed of trust, mortgage, or other security instrument;
- e. Tenant's interests under the Lease have not been nor will be assigned to any other person or entity, except for subletting;
- f. All subtenants and sublessees of Tenant have been notified that the subtenancies and subleases terminate on or before the Surrender Date; and
- g. Any subtenancy or sublease of Tenant validly terminates on or before the Surrender Date.

## **TERMS**

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. In consideration of the mutual promises contained in this Agreement, and based on the representations and warranties recited herein, Landlord will pay Tenant thirty-two thousand dollars (\$32,000.00) ("the Consideration"), and Tenant will surrender the Lease and vacate the premises described in this Agreement effective at the Surrender Date. Landlord will, for itself and its successors and assigns, accept the surrender of the Premises.
2. Landlord and Tenant will discharge and release each other from all obligations under the Lease as of the Surrender Date, except Articles 6.01, 6.02, 9.01, 9.02, 10, and 12.05 of the Lease, which shall survive the termination or earlier expiration of this Agreement or the Lease. Article 13 of the Lease shall survive the termination or earlier expiration of this Agreement or the Lease, but only as to the obligations of any of Tenant's subtenants or sublessees.

3. Indemnification. Landlord and Tenant each agree to indemnify, hold harmless, and defend the other from and against any and all claims, liabilities, losses, costs, damages, and expenses (including reasonable attorneys' fees, charges, and expenses in the enforcement of this indemnity) asserted against or suffered by the other party arising out of, related to, or caused by the breach or inaccuracy of any covenant, obligation, warranty, or representation under this Agreement by such party. The terms of this Section 3 shall survive the termination or earlier expiration of this Agreement or the Lease.
4. Miscellaneous.
  - a. Binding. This Agreement shall bind and benefit Landlord and Tenant, and their respective successors and assigns.
  - b. Consideration. The parties make this agreement for good and valuable consideration.
  - c. Further Assurances. Landlord and Tenant each agree to promptly execute, acknowledge, and deliver to the other such further instruments and take such further actions as may be reasonably required in order to carry out and effectuate the intent and purpose of this Agreement.
  - d. Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.
  - e. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. The Parties have not relied on any statement, representation, warranty, or agreement of the other Party or of any other person on such Party's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement.
  - f. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. The Parties may, by mutual written agreement, amend this agreement. Such amendments shall be incorporated into and made a part of this agreement.
  - g. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any

single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- h. Severability. If any term, provision, covenant, or restriction of this Agreement becomes invalid, void, unlawful, illegal, or unenforceable, all other terms, provisions, covenants, and restrictions of this Agreement remain in full force and effect.
- i. Choice of Forum and Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or based upon/relating to this Agreement or the transactions contemplated hereby or shall be exclusively filed and adjudicated in state courts sitting in Howard County, Texas. Service of process, summons, notice, or other document by certified mail shall be effective service of process for any suit, action, or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- j. Choice of Law. This Agreement, and all claims or causes of action (whether in contract, implied contract, tort, equity or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Texas, including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.
- k. Counterparts. This Termination may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.
- l. Non-Waiver of Governmental Immunity.
  - (1) The City of Big Spring expressly retains all rights and benefits of governmental immunity from liability and suit for damages in accordance with: Title 5, Texas Civil Practice and Remedies Code; Subchapter I, Chapter 271, Texas Local Government Code; and any other law, if applicable.

- (2) Nothing in this Agreement shall be deemed as a waiver of governmental immunity or as increasing the City of Big Spring's liability beyond any statutory limitation of liability.
- (3) Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Big Spring which would otherwise be barred under the doctrine of governmental immunity or operation of law.

IN WITNESS WHEREOF, the parties hereto have executed this Termination as of the date first above written.

**CITY OF BIG SPRING, A TEXAS HOME-  
RULE MUNICIPAL CORPORATION,  
LANDLORD**

By: \_\_\_\_\_  
Name: Robert H. Moore, III  
Title: Mayor

**PERMIAN HOLDINGS, LP, A TEXAS  
LIMITED PARTNERSHIP, TENANT**

By: \_\_\_\_\_  
Name: Scott D. Rempe  
Title: General Partner

**EXHIBIT 1**

See subsequent pages.

**INDUSTRIAL PARK LEASE AGREEMENT****STATE OF TEXAS**

§

§

**KNOW ALL MEN BY THESE PRESENTS****COUNTY OF HOWARD**

§

THAT this Agreement is made and entered into by and between the City of Big Spring, a municipal corporation of the State of Texas (hereinafter referred to as the ("Lessor") and, **Roy R. Taylor**, herein referred as the Lessee, WITNESS TO: for and in consideration of the mutual covenants in this Agreement contained, Lessor has leased, demised and rented unto Lessee the following described real property:

**ARTICLE 1. DEMISE OF LEASED PREMISES**

In consideration of the mutual covenants and agreements set forth in this lease, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, the premises situated on **5 acres** located in the Industrial Park at the Big Spring McMahon Wrinkle Airport, Big Spring, Texas, and more particularly described in Exhibit "A" attached to this lease. These premises are referred to in this lease as "the premises" or "the leased premises."

Lessee is to have and to hold the leased premises, together with all rights, privileges, easements, appurtenances, and immunities belonging to or in any way appertaining to the leased premises, including, but not limited to, any and all easements, rights, title, and privileges of Lessor, existing now or in existence at any time during the lease term, in, to, or under adjacent streets, sidewalks, alleys, party walls, and property contiguous to the leased premises and reversions which may later accrue to Lessor as owner of the leased premises by reason of the closing of any street, sidewalk, or alley.

**ARTICLE 2. LEASE TERM****Fixed Commencement and Termination Date**

2.01. This lease shall be for a term of **five (5) years**, referred to as the lease term,

commencing on **December 1, 1999** and ending on **November 30, 2005**, for first five (5) years with four (4) five (5) year options subject, however, to earlier termination as provided in this lease.

#### **Right to Extend**

2.02. Lessee may extend this lease for a further period of **twenty (20) years** by giving Lessor written notice of Lessee's intention to do so within the last two (2) years prior to the expiration of the lease term but no later than six (6) months prior to the expiration of the lease term, under all the terms and conditions of this lease.

#### **Termination**

2.03. This lease shall terminate and become null and void without further notice on the expiration of the term specified in 2.01, and any holding over by Lessee after the expiration of that term, other than as provided in 2.02, shall not constitute a renewal of the lease or give Lessee any rights under the lease in or to the leased premises.

### **ARTICLE 3. RENT**

#### **Minimum Yearly Rent**

3.01. Lessee agrees to pay to Lessor **\$1,260.00 per year or \$105.00 per month** during the first five (5) years of this lease as annual rent for the use and occupancy of the lease premises. This amount will be known as the "minimum yearly rent."

#### **Automatic Rental Adjustments**

3.02. At the end of the first **five (5) years** of the lease term, and at **five (5) year** intervals throughout the rest of the lease term, the yearly rent shall be adjusted as set forth in this section to reflect increases in the Consumer Price Index of the Bureau of Labor Statistics of the United States Department of Labor. The index numbers referred to in Subsection (a) below will be taken from this consumer price index, except as set forth in Subsection (b) below.

- a. The adjustments in the yearly rent shall be determined by multiplying **\$1,260.00** by a fraction, the numerator of which is the index number for the last month of the last year prior to the adjustment and the denominator of which is the index number for the first month of the first year of the lease term. If the product of

this multiplication is greater than the minimum yearly rent of **\$1,260.00**, Lessee shall pay this greater amount as the yearly rent until the time of the next rental adjustment as called for in this section. If the product of this multiplication is less than **\$1,260.00**, there shall be no adjustment in the annual rent at that time, and Lessee shall pay yearly rent of **\$1,260.00** until the time of the next rental adjustment as called for in this section. In no event shall any rental adjustment called for in this section result in an annual rent less than **\$1,260.00**.

- b. If the Bureau of Labor Statistics of the United States Department of Labor ceases to exist or ceases to publish statistics concerning the purchasing power of the consumer dollar during the term of this lease, the remaining rental adjustments called for in this section shall be made using the most nearly comparable statistics published by a recognized financial authority selected by Lessor.
- c. Notwithstanding anything to the contrary in this lease agreement, in the event the product of multiplication described in paragraph "a" above indicates a minimum yearly rental of in excess of **\$3,720.00**, the yearly rental shall be the sum of **\$3,720.00**. In no event will Lessee ever be required to pay more than **\$3,720.00** per year as rentals under the terms of this agreement.

#### **Time and Manner of Payment**

3.03. All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month. The initial monthly payments will be **\$105.00** per month. All installments of rent shall be paid in lawful money of the United States to the City of Big Spring, at the office of the Airport Manager, located at the Industrial Park at the Big Spring McMahon Wrinkle Airport, unless and until Lessor notifies Lessee in writing to make the payment of rent to another location. Lessee shall have the right and option to make rental payments provided herein in advance.

#### **Interest on Delinquent Payments**

3.04. Rent installments unpaid for thirty (30) days shall bear interest at the rate of twelve (12) percent per annum, commencing on the day after each such installment was due

and continuing until the installment is paid as provided in 3.03 above.

#### **ARTICLE 4. TAXES**

##### **Payment by Lessee**

4.01. In addition to the rent specified in Article 3, Lessee shall pay and discharge all taxes, general and special assessments, and other charges of every description which are levied on or assessed against the leased premises and all interests in the leased premises and all improvements and other property on the leased premises during the term of this lease, whether belonging to Lessor or to Lessee. Lessee shall pay all such taxes, charges, and assessments directly to the public officer charged with their collection not less than fifteen (15) days before the same shall become delinquent, and Lessee agrees to indemnify Lessor and save Lessor harmless from all such taxes, charges, and assessments. Lessee shall have the right in good faith at its own sole cost and expense (in its own name or in the name of Lessor, or both, as Lessee may determine appropriate) to contest any such taxes, charges, and assessments, and shall be obligated to pay the contested amount, plus any penalties and interest imposed, only if and when finally determined to be due.

##### **Payment by Lessor**

4.02. At any time that the payment of any item of taxes, special assessments, or governmental charges which lessee is obligated to pay under the provisions of 4.01 Remains unpaid and uncontested later than fifteen (15) days before the same shall become delinquent, Lessor may give written notice to Lessee of its default under 4.01, specifying the default. If Lessee continues to fail to pay the taxes, special assessments, or governmental charges, or to contest the same in good faith within ten (10) days of such written notice, Lessor may pay the items specified in the notice, and Lessee covenants to reimburse Lessor on demand any amount paid or expended by Lessor for this purpose, with interest on the amount at the rate of twelve (12) percent per annum from the date of payment by Lessor until reimbursement by Lessee. If Lessor pays any such item which has not been paid by Lessee within the time required in 4.01 or successfully contested by Lessee, without giving ten (10) days' notice, Lessee shall nevertheless reimburse Lessor for such item, but without interest.

## **ARTICLE 5. UTILITIES**

Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and all other utilities used on the leased premises throughout the term of this lease, including any connection fees.

## **ARTICLE 6. USE OF PREMISES**

### **Primary Purpose**

6.01. Lessee shall have the right to use the leased premises for any lawful purposes. In this connection, and without detracting from the foregoing, it is understood and agreed that the primary purpose for which the leased premises have been leased and hired is for the development and construction of a sales location.

### **Illegal Use Not Permitted**

6.02. Lessee agrees not to use all or part of the leased premises or any building situated upon the leased premises for any use or purpose in violation of any valid and applicable law, regulation, or ordinance of the United States, the State of Texas, or the City of Big Spring, Texas, or other lawful authority having jurisdiction over the leased premises; provided, however, that there shall be no violation by Lessee of this provision unless and until Lessor has notified Lessee in writing, specifying the alleged violation and until there has been a final adjudication that the specified use is in violation of the law, regulation, or ordinance specified in the written notice, and that the specified law, regulation, or ordinance is valid and applicable to the leased premises, and until Lessee has had a reasonable time after the final adjudication to cure the specified violation.

## **ARTICLE 7. CONSTRUCTION BY LESSEE**

### **General Conditions**

7.01. Lessee shall have the right at any time and from time to time during the term of this lease, to erect, maintain, alter, remodel, reconstruct, rebuild, replace, and remove buildings and other improvements on the leased premises, and correct and change the contour of the leased premises, subject to the following general conditions:

- A. The cost of any such work shall be borne and paid for by Lessee.
- B. Lessor shall be notified of the time of commencement and the general nature of

any such work, other than routine maintenance of existing buildings or improvements, at the time of commencement.

- C. The provisions of 7.04 concerning Lessor's approval of plans shall be followed. Easements, Dedications, Zoning, and Restrictions.

7.02. Lessor shall cooperate with Lessee concerning easements, dedications, zoning, and restrictions of the leased premises.

#### **Commencement of Construction**

7.03. Lessee expects to commence construction of a commercial and office building within ~~ten~~ **(10)** days after possession is delivered to Lessee or after issuance of all necessary permits and other authorizations, whichever is later.

#### **Lessor's Approval of Plans**

7.04. Lessor's approval of construction, additions, and alterations of buildings or other improvements on the leased premises shall be governed by the following provisions:

7.05. Any and all buildings, improvements, additions, alterations, and fixtures, except furniture and trade fixtures, constructed, placed, or maintained on any part of the leased premises during the lease term shall be considered part of the real property of the premises and shall remain on the premises and become the property of Lessor on termination of this lease.

#### **Right to Remove Improvements**

7.06. Lessee shall have the right at any time during Lessee's occupancy of the leased premises, or within a reasonable time thereafter, to remove any and all furniture, machinery, equipment, or other trade fixtures, owned or placed by Lessee, its sublessees or licensees, in, under, or on the leased premises, or acquired by Lessee, whether before or during the lease term, but prior to the termination of the lease Lessee must repair any damage to any buildings or improvements on the premises resulting from their removal. Any such items which are not removed by the termination date of the lease shall become the property of Lessor as of that date.

### **ARTICLE 8. ENCUMBRANCE OF LEASEHOLD ESTATE**

#### **Lessee's Right to Encumber**

8.01. Lessee may, at any time and from time to time, encumber the leasehold interest,

by deed of trust, mortgage, or other security instrument, without obtaining the consent of Lessor, but no such encumbrance shall constitute a lien on the fee title of Lessor, and the indebtedness secured by the encumbrance shall at all times be and remain inferior and subordinate to all the conditions, covenants, and obligations of this lease and to all of the rights of Lessor under this lease. References in this lease to "Lender" refer to any person or entity to whom Lessee has encumbered its leasehold interest.

#### **Notices to Lender**

8.02. At any time after execution and recordation in Howard County, Texas, of any mortgage or deed of trust encumbering Lessee's leasehold interest, Lender may notify Lessor in writing that the mortgage or deed of trust has been given and executed by Lessee and furnish Lessor with the address to which it desires copies of notices to be mailed, or designate some person or corporation in the City of Big Spring, Texas, as its agent and representative for the purpose of receiving copies of notices. Lessor must mail to Lender and to any agent or representative designated by Lender, at the addresses given, duplicate copies of all written notices which Lessor gives or serves on Lessee under and pursuant to the terms and provisions of this lease after the receipt of such a notice from Lender.

#### **Lender's Consent Required for Modification**

8.03. Lessor and Lessee agree that they will neither modify nor terminate this lease by mutual consent without the written consent of Lender.

#### **Right of Lender to Prevent Forfeiture**

8.04. Lender may do any act or thing required of Lessee to prevent forfeiture of Lessee's leasehold interest, and all such acts or things done and performed shall be as effective to prevent a forfeiture of Lessee's rights under this lease as if done by Lessee.

#### **Right of Lender to Foreclose**

8.05. Lender may realize on the security afforded by the leasehold estate by exercising foreclosure proceedings or power of sale or other remedy afforded in law or equity or by the security documents and may transfer, convey, or assign the title of Lessee to the leasehold estate created by this lease to any purchaser at any such foreclosure sale, and may acquire and succeed to the interest of Lessee under this lease by virtue of any such foreclosure sale. Lender

shall not be or become liable to Lessor as an assignee of this lease or otherwise unless it expressly assumes by written instrument such liability, and no assumption shall be inferred from or result from foreclosure or other appropriate proceedings in the nature of foreclosure or as the result of any other action or remedy provided for by such mortgage or deed of trust or other instrument or from a conveyance from Lessee pursuant to which the purchaser at foreclosure or grantee shall acquire the rights and interest of Lessee under the terms of this lease.

## **ARTICLE 9. REPAIRS, MAINTENANCE, AND RESTORATION**

### **Lessee's Duty to Maintain and Repair**

9.01. At all times during the term of this lease, Lessee will keep and maintain, or cause to be kept and maintained, all buildings and improvements which may be erected on the leased premises in a good state of appearance and repair, reasonable wear and tear excepted, at Lessee's own expense.

### **Damage or Destruction**

9.02. In the event any building or improvement constructed on the leased premises is damaged or destroyed by fire or any other casualty, regardless of the extent of such damage or destruction, Lessee shall, within one year from the date of such damage or destruction, begin to repair, reconstruct, or replace the damaged or destroyed building or improvement and pursue the repair, reconstruction, or replacement with reasonable diligence so that the building shall be restored to substantially the condition it was in prior to the happening of the casualty; provided, however, that if commencement or completion of this restoration is prevented or delayed by reason of war, civil commotion, acts of God, strikes, governmental restrictions or regulations, or interferences, fire or other casualty, or any other reason beyond the control of Lessee, whether similar to any of those enumerated or not, the time for commencing or completing, or both, of the restoration will automatically be extended for the period of each such delay.

## **ARTICLE 10. MECHANICS' LIENS**

Lessee shall not cause or permit any mechanics' liens or other liens to be filed against the fee of the leased premises or against Lessee's leasehold interest in the land or any buildings

or improvements on the leased premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or to anyone holding the leased premises or any part of them through or under Lessee. If such a mechanic's lien or materialman's lien is recorded against the leased premises or any buildings or improvements on the premises, Lessee shall either cause the same to be removed or, if Lessee in good faith desires to contest the lien, take timely action to do so, at Lessee's sole expense. If Lessee contests the lien, Lessee agrees to indemnify Lessor and hold Lessor harmless from all liability for damages occasioned by the lien or the lien contest and shall, in the event of a judgment of foreclosure on the lien, cause the lien to be discharged and removed prior to execution of the judgment. This paragraph shall not affect the right of Lessee to execute a contractual mechanic's and materialmen's lien for the purpose of securing financing from any lender.

## **ARTICLE 11. CONDEMNATION**

### **Interests of Parties**

11.01. In the event the leased premises or any part of the leased premises are taken for public or quasi-public purposes by condemnation as a result of any action or proceeding in eminent domain, or are transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Lessor and Lessee in the award or consideration for the transfer and the effect of the taking or transfer on this lease shall be as provided by this article.

### **Total Taking-Termination**

11.02. If the entire leased premises are taken or so transferred as described in S 11.01, this lease and all of the rights, title, and interest under the lease shall cease on the date title to the premises or part of the premises vests in the condemning authority, and the proceeds of the condemnation shall be Lessors. Lessor may not be the condemning authority.

### **Partial Taking-Termination**

11.03. If only part of the leased premises is taken or transferred as described in 11.01, this lease shall terminate if, in Lessee's opinion, the remainder of the premises is in such location, or in such form, shape, or reduced size, that Lessee's business cannot be effectively and practicably operated on the remaining premises. In that event, this lease and all rights,

title, and interest under this lease shall cease on the date title to the portion of the premises taken or transferred vests in the condemning authority. The proceeds of the condemnation shall be Lessors. Lessor may not be the condemning authority.

#### **Partial Taking-Continuation With Rent Abatement**

11.04. If part of the leased premises is taken or transferred as described in 11.01 and, in Lessee's opinion, the remainder of the premises is in such location and in such form, shape, or size that Lessee's business can be effectively and practicably operated on the remaining premises, this lease shall terminate as to the portion of the premises taken or transferred as of the date title to such portion vests in the condemning authority, but shall continue in full force and effect as to the portion of the leased premises not taken or transferred. From and after that date, the rental required to be paid by Lessee to Lessor shall be reduced during the unexpired portion of this lease to that proportion of the annual rent which the value of the part of the leased premises not so taken bears to the value of the total of the leased premises, such values to be determined as of the date immediately before any actual taking. The proceeds of the condemnation shall be Lessors.

#### **Voluntary Conveyance**

11.05. Nothing in this article prohibits Lessor from voluntarily conveying all or part of the leased premises to a public utility, agency, or authority under threat of a taking under the power of eminent domain. Any such voluntary conveyance shall be treated as a taking within the meaning of this article.

### **ARTICLE 12. INSURANCE AND INDEMNIFICATION**

#### **Insurance on Buildings and Improvements**

12.01. At all times during the term of this lease, Lessee shall keep all buildings and other improvements located or being constructed on the leased premises insured against loss or damage by fire, with extended coverage endorsement or its equivalent. This insurance shall be carried by insurance companies authorized to transact business in Texas, selected by Lessee and approved by Lessor and any Lender under Article 8 of this lease. The insurance shall be paid for by Lessee and shall be in amounts not less than eighty (80) percent of the fair insurable value of the buildings and other improvements. Such policy or policies of insurance

shall name both Lessor and Lessee as a named insured and shall provide that any loss of \$10,000 or less shall be payable solely to Lessee, which sum Lessee shall use for repair and restoration purposes, and any loss over \$10,000 shall be made payable jointly to Lessor and Lessee, except that if there is a Lender under the terms of Article 8, the insurance may, at Lessee's option, contain a loss payable clause in favor of the Lender, under the terms of which any proceeds will be payable solely to the Lender.

#### **Liability Insurance**

12.02. At all times during the term of this lease, Lessee shall provide and keep in force during the term of this lease, liability insurance covering Lessor and Lessee for liability for property damage and personal injury. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Lessee and approved by Lessor, and shall be paid for by Lessee. The insurance provided pursuant to this section shall be in the amount of not less than \$100,000 for property damage and not less than \$300,000 for one person and \$1,000,000 for one accident for personal injury. This insurance shall protect Lessor and Lessee against liability to any employees or servants of Lessee and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the leased premises.

#### **Construction Liability Insurance**

12.03. Lessee agrees to obtain and maintain (to the extent reasonably procurable) construction liability insurance at all times when demolition, excavation, or construction work is in progress on the premises. This insurance shall be carried by insurance companies authorized to transact business in the State of Texas, selected by Lessee and approved by Lessor, and shall be paid for by Lessee. The insurance shall have limits of not less than \$100,000 for property damage and \$300,000 for one person and \$1,000,000 for one accident for personal injury and shall protect Lessor and Lessee, as well as any other person or persons Lessee may designate, against all liability for injury or damage to any person or property in any way arising out of demolition, excavation, or construction work on the premises.

#### **Certificates of Insurance**

12.04. Lessee shall furnish Lessor with certificates of all insurance required by this

article. Lessee agrees that if it does not keep this insurance in full force and effect, Lessor may notify Lessee of this failure, and if Lessee does not deliver to Lessor certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, Lessor may, at its option, take out and/or pay the premiums on the insurance needed to fulfill Lessee's obligations under the provisions of this article. Upon demand from Lessor, Lessee shall reimburse Lessor the full amount of any insurance premiums paid by Lessor pursuant to this section, with interest at the rate of 12% per annum from the date of Lessor's demand until reimbursement by Lessee.

#### **Indemnification of Lessor**

12.05. Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the leased premises, or any part of the leased premises, or caused by any defect in any building, structure, improvement, equipment, or facility on the leased premises or caused by or arising from any act or omission of Lessee, or of any of its agents, employees, licensees, or invites, or by or from any accident, fire, or other casualty on the land, or occasioned by the failure of Lessee to maintain the premises in safe condition. Lessee waives all claims and demands on its behalf against Lessor for any such loss, damage, or injury, and agrees to indemnify and hold Lessor entirely free and harmless from all liability for any such loss, damage, or injury of other persons, and from all costs and expenses arising from any claims or demands of other persons concerning any such loss, damage, or injury.

#### **ARTICLE 13. ASSIGNMENT AND SUBLEASE**

Lessee may sell or assign its leasehold estate in its entirety or any portion of it, or may sublet the leased premises or any portion of them or any portion of any building or other improvement erected on the premises, at any time and from time to time, and the rights of Lessee, or any successor or assignee of Lessee, may pass by operation of law. It is agreed, however, that each such transfer, assignment, or sale shall be subject to the obligations to Lessor as set forth in this lease, and shall not release Lessee of Lessee's obligations under this lease.

## **ARTICLE 14. DEFAULT AND REMEDIES**

### **Termination on Default**

14.01. Should Lessee default in the performance of any covenant, condition, or agreement in this lease, and not correct the default within thirty (30) days after receipt of written notice from Lessor to Lessee and any lender as required by Section 8.02, Lessor may declare this lease, and all rights and interest created by it, to be terminated. Upon Lessor's electing to terminate, this lease shall cease and come to an end as if the day of Lessor's election were the day originally fixed in the lease for its expiration. Lessor or Lessor's agent or attorney may resume possession of the premises and relet them for the remainder of the term at the best rent obtainable for the account of Lessee, who shall make good any deficiency.

### **Other Remedies**

14.02. Any termination of this lease as provided in this article shall not relieve Lessee from the payment of any sum or sums that are due and payable to Lessor under the lease at the time of termination, or any claim for damages then or previously accruing against Lessee under this lease, and any such termination shall not prevent Lessor from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Lessee for any default under the lease. All rights, options, and remedies of Lessor contained in this lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this lease. No waiver by Lessor of a breach of any of the covenants, conditions, or restrictions of this lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this lease.

### **Subleases Not Affected**

14.03. The exercise by Lessor of any remedy shall not affect the existence of subleases which were entered into with Lessee in accordance with the terms of this lease and which

cover any portion of the leased premises.

## **ARTICLE 15. LESSOR'S WARRANTIES AND COVENANTS**

### **Warranty of Title**

15.01. Lessor hereby represents and warrants that it is the owner in fee simple absolute of the leased premises, subject only to the following covenants, conditions, restrictions, easements, and other matters of record: Indenture Agreement with the United States of America.

### **Warranty of Quiet Enjoyment**

15.02. Lessor covenants and agrees that as long as Lessee pays the rent and other charges as provided in this lease and observes and keeps the covenants, conditions, and terms of this lease, Lessee shall lawfully and quietly hold, occupy, and enjoy the leased premises during the term of this lease without hindrance or molestation by Lessor or any person claiming under Lessor, except such portion of the leased premises, if any, as shall be taken under the power of eminent domain.

## **ARTICLE 16. GENERAL PROTECTIVE PROVISIONS**

### **Right of Entry and Inspection**

16.01. Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter on the leased premises for the purposes of inspection, determining whether Lessee is in compliance with the terms of this lease, maintaining, repairing, or altering the premises, or showing the leased premises to prospective lessees, purchasers, mortgagees, or beneficiaries under trust deeds.

### **No Partnership or Joint Venture**

16.02. The relationship between Lessor and Lessee at all times shall remain solely that of landlord and tenant and not be deemed a partnership or a joint venture.

### **Force Majeure**

16.03. It is expressly understood and agreed that if the construction of the building provided for in Section 7.03 of this lease or the curing of any default (other than failure to pay rent, insurance premiums, or ad valorem taxes) or the performance of any other covenant, agreement, obligation, or undertaking contained in this lease is delayed by reason of war, civil

commotion, act of God, governmental restrictions, regulations, or interference, fire or other casualty, or any other circumstances beyond Lessee's control or beyond the control of the party obligated or permitted under the terms of this lease to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, each party so delayed shall be excused from doing or performing the same during the period of delay.

#### **No Termination on Bankruptcy**

16.04. Neither bankruptcy, insolvency, assignment for the benefit of creditors, nor the appointment of a receiver shall affect this lease so long as Lessee and Lessor or their respective successors or legal representatives continue to perform all covenants of this lease.

#### **No Waiver**

16.05. No waiver by either party of any default or breach of any covenant, condition, or stipulation contained in this lease shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation of this lease.

#### **Release of Lessor**

16.06. If Lessor sells or transfers all or part of the leased premises and as a part of the transaction assigns its interest as Lessor in and to this lease, then from and after the effective date of the sale, assignment, or transfer, Lessor shall have no further liability under this lease to Lessee, except as to matters of liability which have accrued and are unsatisfied as of that date, it being intended that the covenants and obligations of Lessor contained in this lease shall be binding on Lessor and its successors and assigns only during and in respect of their respective successive periods of ownership of the fee.

#### **Joint and Several Liability**

16.07. If more than one Lessee or Lessor is named under this lease, the obligation of all such Lessees or Lessors shall be, and is, joint and several.

### **ARTICLE 17. MISCELLANEOUS**

#### **Delivery of Rents and Notices**

17.01. All rents or other sums, notices, demands, or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this section and shall be deemed to have been given at the time of personal

delivery or at the time of mailing.

All payments, notices, demands, or requests from Lessee to Lessor shall be given or mailed to Lessor at City Hall, 310 Nolan, Big Spring, Texas 79720, or at such other address as requested by Lessor in writing.

#### **Multiple Parties**

17.02. If more than one Lessor or Lessee is named in this lease, service of any notice on any one Lessee or Lessor shall be deemed service on all Lessees or Lessors, respectively.

#### **Parties Bound**

17.03. This agreement shall be binding upon and inure to the benefit of the parties to the lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

#### **Texas Law to Apply**

17.04. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this lease are performable in Howard County, Texas.

#### **Legal Construction**

17.05. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the lease, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the lease.

#### **Prior Agreements Superseded**

17.06. This agreement constitutes the sole and only agreement of the parties to the lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of the lease.

#### **Amendment**

17.07. No amendment, modification, or alteration of the terms of this lease shall be binding unless it is in writing, dated subsequent to the date of this lease, and duly executed by the parties to this lease.

#### **Rights and Remedies Cumulative**

17.08. The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this lease are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**Attorney's Fees and Costs**

17.09. If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this lease, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the lease.

**Time of Essence**

17.10. Time is of the essence of this agreement.

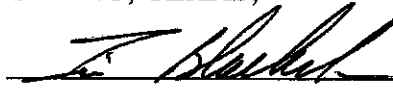
**Further Documents**

17.11. Lessor agrees that it will from time to time and at any reasonable time execute and deliver to Lessee other and further instruments and assurances as Lessee may reasonably request, approving, ratifying, and confirming this lease and the leasehold estate created by this lease and certifying that the lease is in full force and effect and that no default under the lease on the part of Lessee exists, except that if any default on the part of Lessee does exist, Lessor shall specify in any such instrument each such default.

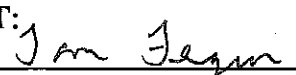
THIS LEASE has been executed by the parties on the date and year first above written.

LESSOR:

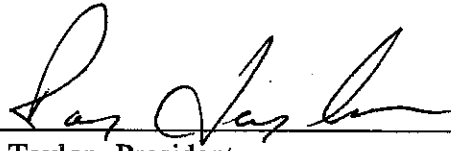
THE CITY OF BIG SPRING, TEXAS,

  
BY: TIM BLACKSHEAR, MAYOR

ATTEST:

  
TOM FERGUSON, CITY SECRETARY

LESSEE:



Roy Taylor, President  
5412 South Service Road  
McMahon Wrinkle Industrial Airpark  
Big Spring, Texas 79720

ATTEST:



Nelda Reagan, McMahon Wrinkle Industrial Airpark

IN WITNESS WHEREOF, the parties hereto have executed these presents in duplicate original  
this 1st day of December, 1999.