CITY COUNCIL REGULAR AGENDA

Tuesday, June 24, 2025

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, June 24, 2025, 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 Optimum 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. **Public Comment** — Moore

Announcements, Presentations and Public Hearings

Public Hearings – The Council will take Input on Items Requiring Public Hearing Items **Prior** to any Action.

5.	Open Public Hearings		Moore
6.	PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 306 NE 10TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SECTION 42, BLOCK 32, TOWNSHIP 1 NORTH, TRACT 20, WILLIAM B CURRIE SUBDIVISION – OWNER: KRISTA ANN GONZALES	6-48	Hagen
7.	PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 4200 HAMILTON, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LOT 10, BLOCK 9, SUBURBAN HEIGHTS SUBDIVISION – OWNER: THE ESTATE OF ALFRED R. LANG	49-115	Hagen
8.	Close Public Hearings		Moore

City Manager's Report

9. City Manager's report on the following items: — Darden

- Update - Large Item Pickup, District 6 & City Wide
- Tire Recycling Event - June 28th, 8-12
- POPS in the Park - July 3rd
- City Holiday - Independence Day - July 4th

Consent Items

10.	Approval of the City Council Minutes of the Regular Meeting of June 10, 2025	116-121	Davis
11.	Acknowledge Receipt of the Big Spring Economic Development Board of Director's Minutes for the Regular Meeting of May 20, 2025 and of the Special Meetings of May 27, 2025 and of June 10, 2025.	122-125	Mark Willis
12.	Final Reading of an Ordinance Amending Ordinance Number 028-2024 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025 by Increasing the	126-128	Feeley

Airpark Fund Budget for the Purpose of Appropriation $325,000.00 for the Special Project of a First Responder Fitness Center; Providing for Severability; and Providing an Effective Date

13.	Final Reading of an Ordinance Granting a Partial Ad Valorem Tax Exemption for Tax Year 2025 for the Homestead of any Married or Unmarried Adult; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; Providing for Severability; Providing for Repeal of Conflicting Ordinances; Providing for Publication; and Providing an Effective Date	129-130	Smith
14.	Final Reading of an Ordinance Renumbering Section 38-10 of the Big Spring City Code to Section 1-12 Which Removes the Mental State Requirement for Ordinance Violations Punishable by a Fine of $500 or Less and Amending it for Clarification Providing for a Repeal of Conflicting Ordinances and a Savings Clause; Providing for Severability Clause; Finding and Determining that the Meetings at Which the Ordinance was Discussed and Acted on Were Open to the Public as Required by Law; Providing for Publication; and Establishing an Effective Date	131-132	Williams

Vouchers

15.	Vouchers for 06/13/25	$	401.252.40	Moreno
	Vouchers for 06/19/25	$	604,421.72	

New Business

16.	First Reading of an Ordinance Amending Chapter 34 of the Big Spring City Code by Repealing Sections 34-1 and 34-3 Regarding the Municipal Court Security Fund and Municipal Court Technology Fund as State Law Makes such Ordinances no Longer Necessary; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; and Providing an Effective Date	133-135	Smith
17.	First Reading of an Ordinance Amending Chapter 10 of the Big Spring City Code to Provide for Minimum Standards at the Big Spring McMahon-Wrinkle Airport; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; and Providing an Effective Date	136-176	Feeley

18.	First Reading of an Ordinance Amending Chapter 10 of the Big Spring City Code Establishing Rules and Regulations for the Big Spring McMahon-Wrinkle Airport; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; and Providing an Effective Date	177-231	Feeley
19.	Consideration and Possible Action to Authorize the Sale of Certain Real Property Held by the City in Trust Following an Offer Made to the City by Larry Dean to Purchase the Real Property Located at 400 NW 11TH, Further Legally Described as Lot 12, Block 48, Bauer Subdivision and Authorizing the Mayor or His Designee to Execute any Necessary Documents		Darden
20.	Consideration and Possible Action Authorizing an Event Funding Request from CVB to Pops in the Park	232	Himes
21.	Consideration and Possible Action to Accept a Grant from the Big Spring Community Area Foundation for the Construction of a New Community Center	233	Himes
22.	Discussion Regarding Proposal Request for Food Services at Comanche Trail Park and Golf Course		Bowles
23.	**Boards and Committees** Consideration and Possible Action on the Below Listed Board Members as Follows: <u>Parks and Recreation Board</u> Ashley Marquez - District 1 Appointment Michelle Sanchez - District 2 Appointment Jesus Ochoa - District 6 Appointment		Moore

<u>Council Input</u>

24.	Input		Moore

<u>Executive Session</u>

25.	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, *Michael Adams v. City of*		Moore

Big Spring and City of Big Spring Fire Department, Civil Action N0. 1:25-cv-85, N. Dist. Tex., and Other Contemplated Litigation.

26. Reconvene into Open Session and Take any Necessary Action on Executive Session Item — Moore

27. Adjourn — 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, June 20, 2025 at 4:00 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, in accordance with legal requirements.

Tami L. Davis, City Secretary

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 CONTACTINGTAMI DAVIS AT 432-264-2513 OR EMAIL: TDAVIS@MYBIGSPRING.COM.

306 NE 10TH

Code Compliance Official: Shannon Fant

Exhibit A-1

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF SHANNON FANT
CONCERNING 306 NE 10TH

BEFORE ME, the undersigned authority, on this day, personally appeared **Shannon Fant**, who, being by me duly sworn, deposed as follows:

"My name is **Shannon Fant**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a Code Compliance Official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **306 NE 10TH**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16 day of June, 2025.

Fant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16th day of June, 2025 by the above referenced Affiant.

Stephanie Kemunto Arita
Notary Public, State of Texas

STEPHANIE KEMUNTO ARITA
Notary ID #135144341
My Commission Expires
October 28, 2028

Exhibit A-2

Howard Property Search

Property Details

Account		
Property ID:	294258	**Geographic ID:** 51442014300
Type:	R	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	306 NE 10TH	
Map ID:		**Mapsco:**
Legal Description:	SE/4 OF SC 42 BK 32 1N TR 20 WILLIAM B CURRIE 75X150 315 ACQ 03092022 0.258 ACRES	
Abstract/Subdivision:		
Neighborhood:	(NTSD) NORTH SIDE	
Owner		
Owner ID:	440093	
Name:	GONZALES KRISTA ANN	
Agent:		
Mailing Address:	308 NE 10TH STREET BIG SPRING, TX 79720	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$64,678 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$2,810 (+)
Land Non-Homesite Value:	$0 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$67,488 (=)
Agricultural Value Loss:	$0 (-)

Appraised Value:	$67,488 (=)
HS Cap Loss:	$0 (-)
Circuit Breaker:	$0 (-)
Assessed Value:	$67,488
Ag Use Value:	$0

VALUES DISPLAYED ARE 2025 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: GONZALES KRISTA ANN **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.221030	$67,488	$67,488	$149.17	
02B	CITY OF BIG SPRING	0.671465	$67,488	$67,488	$453.16	
03B	BIG SPRING ISD	0.728300	$67,488	$67,488	$491.52	
052	HOWARD COLLEGE	0.158693	$67,488	$67,488	$107.10	

Total Tax Rate: 1.779488

Estimated Taxes With Exemptions: $1,200.95

Estimated Taxes Without Exemptions: $1,200.95

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
306 NE 10TH CASE NOTES

"This record, attached as **Exhibit A-3**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

This record was kept in the course of a regularly conducted business activity of the Code Compliance Department of the City of Big Spring, Texas.

Making this record was a regular practice of that activity.

1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout certain data.
7. I used the proper procedures to obtain the readout.
8. The computer was in working order at the time I obtained the readout.
9. I recognize the attached **Exhibit A-3** as the readout."

SIGNED on the 16 day of June, 2025.

Stant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16th day of June, 2025 by the above referenced Affiant.

STEPHANIE KEMUNTO ARITA
Notary ID #135144341
My Commission Expires
October 28, 2028

Stephanie Kemunto Arita
Notary Public, State of Texas

Exhibit A-3

CASE NOTES

Report Run On: Saturday, 31 May 2025 08:24

Case # 25-00000164 **Parcel # :** 294258

Site Address: 306 NE 10TH

Case Description: SUBSTANDARD

Note Type	Note Code	Text	Created By	Begin Date	End Date
CORRECTIVE ACTION		THE STRUCTURE ON THIS PROPERTY DOES NOT MEET MINIMUM BUILDING STANDARDS. THE STRUCTURE NEEDS TO BE BROUGHT UP TO BUILDING CODE OR DEMOLISHED/ REMOVED. PLEASE NOTE IF HOMEOWNER DECIDES TO DEMOLISH PROPERTY A PERMIT MUST BE PULLED WITH THE CITY.	Shannon Fant	05/31/25	
SITE VISIT		REINSPECTED THE PROPERTY FOUND IT NOT TO BE MAINTAINED I TOOK PICTURES AND I WILL GET THE FOLDER TOGETHER FOR LEGAL AS I HAVE SPOKEN WITH THE PROPERTY OWNER AND SHE STATED SHE WANTED TO GO AHEAD WTH THE PROCESS TO DEMO THE PROERTY THAT SHE INHERITED IT IN BAD SHAPE	Shannon Fant	05/28/25	
SITE VISIT		REINSPECTED THE PROCESS FOUND MORE ACCUMULATION TOOK PICTURES AND I WILL GET FOLDER READY FOR LEGAL TO START THE PROCESS	Shannon Fant	05/28/25	
PHONE CALL		SPOKE WITH PROPERTY OWNER KRISTA GONZLES [redacted] SHE STATED THAT SHE INHERITED THE PROPERTY FROM HER MOTHER AND IT IS NOT LIVABLE AND SHE HAS BEEN WANTING TO DEMO THE HOUSE SHE ASKED THAT I GO AHEAD WITH THE PROCESS TO HAVE THE PROPERTY DEMO'D SHE ALSO ASKED IF SHE COULD GET A LIST OF CITY CONTRACTORS SIGNED UP WITH THE CITY I MAILED IT TO HER AND ADVISED I WOULD GO THROUGH WITH THE PROCESS AND WHEN COUNCIL SIGNED OFF SHE WOULD HAVE THIRTY DAYS TO CONTEST AND IF THE HOUSE GETS DEMOLISHED I WOULD CLOSE THE CASE I DID ADVISE THE HOLEOWNER TO MAKE SURE THAT THE CONTRACTOR HAS TO PULL A DEMO PERMIT.	Shannon Fant	03/18/25	
CORRECTIVE ACTION		DEADLINE FOR COMPLIANCE IS SEVEN DAYS FROM THE DATE OF MAILING 03.13.2025	Shannon Fant	03/13/25	
SITE VISIT		INSPECTED THE PROPERTY FOUND THE STRUCTURE TO HAVE SEVERE WEATHER DAMAGE OPEN WINDOWS MISSING WALLS AND CHUNCKS OF THE STRUCTURE TOOK PICTURES WILL MAIL NOV TO THE PROPERTY OWNER	Shannon Fant	03/12/25	

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION OF
PHOTOGRAPHS BY SHANNON FANT

"With regard to the photographs in **Exhibits A-4** I am familiar with and recognize the scene depicted in the photographs. On March 12, 2025 and May 28, 2025, I inspected the property described as:

> SE/4 OF SECTION 42, BLOCK 32, TOWNSHIP 1 NORTH, TRACT 20, WILLIAM B CURRIE SUBDIVISION Big Spring, Howard County, Texas, also known as **306 NE 10TH**, Big Spring, Texas.

Each of the photographs is a fair and accurate depiction of the scene at the relevant time."

SIGNED on the 16 day of June, 2025.

Fant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16th day of June, 2025 by the above referenced Affiant.

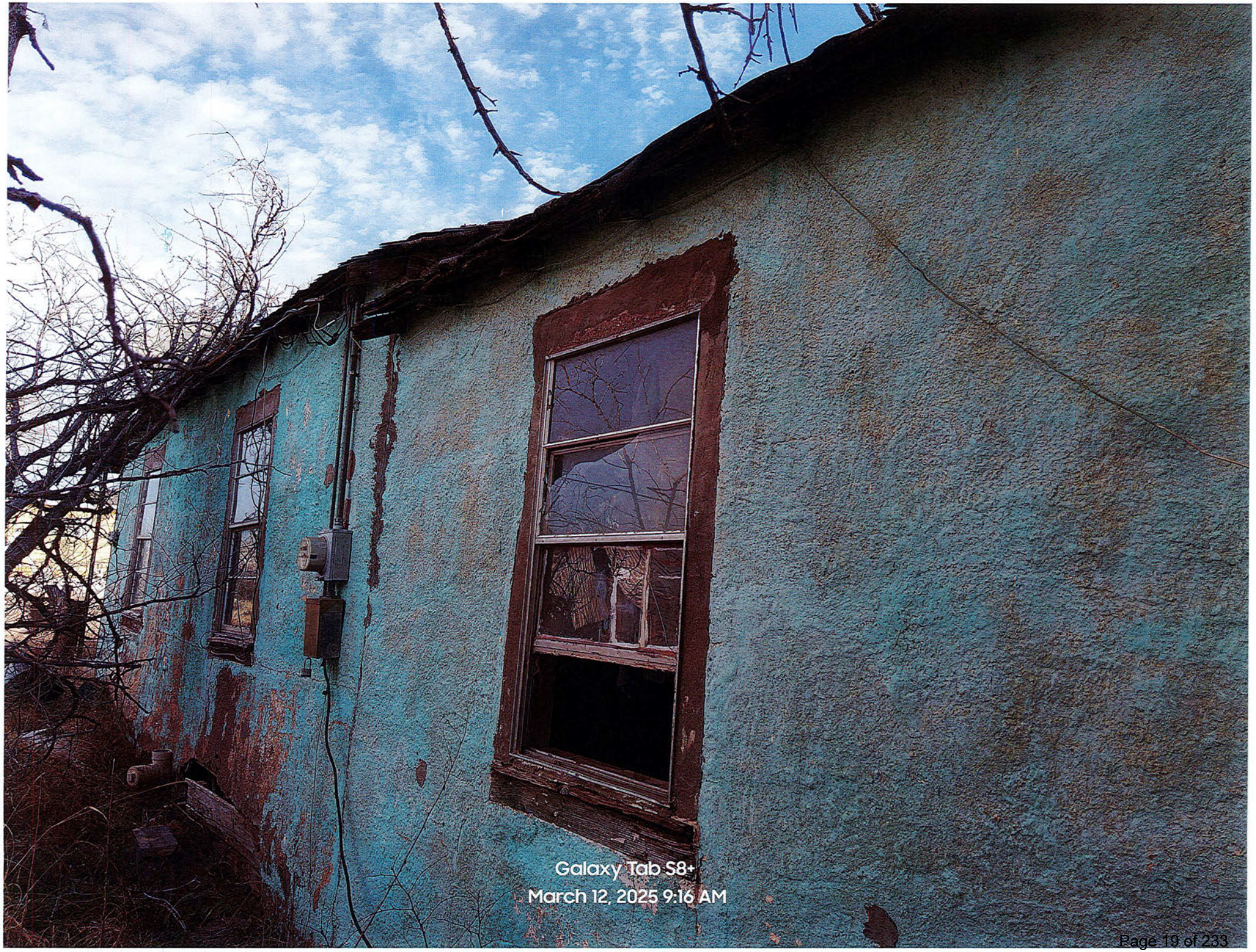
Stephanie Kemunto Arita
Notary Public, State of Texas

STEPHANIE KEMUNTO ARITA
Notary ID #135144341
My Commission Expires
October 28, 2028

Exhibit A-4

Galaxy Tab S8+
March 12, 2025 9:15 AM

Galaxy Tab S8+
March 12, 2025 9:15 AM


Galaxy Tab S8+
March 12, 2025 9:16 AM

Galaxy Tab S8+
March 12, 2025 9:16 AM

Galaxy Tab S8+
March 12, 2025 9:17 AM

Galaxy Tab S8+
March 12, 2025 9:17 AM

Galaxy Tab S8+
March 12, 2025 9:17 AM

Galaxy Tab S8+
May 28, 2025 10:05 AM

Galaxy Tab S8+
May 28, 2025 10:06 AM

Galaxy Tab S8+
May 28, 2025 10:06 AM

Galaxy Tab S8+
May 28, 2025 10:06 AM

Galaxy Tab S8+
May 28, 2025 10:06 AM

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY SHANNON FANT

"The document in **Exhibit A-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit A-5** is also attached.

SIGNED on the 16 day of June, 2025.

Fant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16th day of June, 2025 by the above referenced Affiant.

Stephanie Kemunto Arita
Notary Public, State of Texas

STEPHANIE KEMUNTO ARITA
Notary ID #135144341
My Commission Expires
October 28, 2028

Exhibit A-5

City of Big Spring Code Compliance

217 East 3rd St. Big Spring TX 79720 - Ph: 432-264-2504

NOTICE OF VIOLATION

Re: 306 NE 10TH BIG SPRING,TX79720
Legal Description: SE/4 OF SC 42 BK 32 1N TR 20 WILLIAM B CURRIE 75X150 315 ACQ 03092022 0.258 ACRES

Date 05/31/2025 **Case No:25-00000164**

GONZALES KRISTA ANN
308 NE 10TH STREET
BIG SPRING, TX 79720

Dear GONZALES KRISTA ANN
The City of Big Spring has determined that the following section of the **2021 property Maintenance Code of Big Spring** has been violated, constituting a nuisance:

Violation:
SUBSTANDARD STRUCTURE

Description of Violation:

City of Big Spring Code Compliance

217 East 3rd St. Big Spring TX 79720 - Ph: 432-264-2504

NOTICE OF VIOLATION

Re: 306 NE 10TH BIG SPRING,TX79720

Legal Description: SE/4 OF SC 42 BK 32 1N TR 20 WILLIAM B CURRIE 75X150 315 ACQ 03092022 0.258 ACRES

304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1.Structural members have deterioration or distress that appears to reduce their load-carrying capacity.2.The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations have deterioration or distress that appears to reduce their load-carrying capacity.3.Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.4.Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight.5.Reserved.6.Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.7.Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.8.Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.9.Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.10.Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.11.Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes, and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.12.Exterior stairs, decks, porches, balconies, and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.13.Chimneys, cooling towers, smokestacks, and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Corrective Action:

DEADLINE FOR COMPLIANCE IS SEVEN DAYS FROM THE DATE OF MAILING 03.13.2025

For further information about this notice, please contact the following person:

Issued by:

Shannon Fant	Code Compliance
432.264.2508	sfant@mybigspring.com
Phone	Email Address

Violation:

Description of Violation:

Corrective Action:

THE STRUCTURE ON THIS PROPERTY DOES NOT MEET MINIMUM BUILDING STANDARDS. THE STRUCTURE NEEDS TO BE BROUGHT UP TO BUILDING CODE OR DEMOLISHED/ REMOVED. PLEASE NOTE IF HOMEOWNER DECIDES TO DEMOLISH

City of Big Spring Code Compliance

217 East 3rd St. Big Spring TX 79720 - Ph: 432-264-2504

NOTICE OF VIOLATION

Re: 306 NE 10TH BIG SPRING,TX79720

Legal Description: SE/4 OF SC 42 BK 32 1N TR 20 WILLIAM B CURRIE 75X150 315 ACQ 03092022 0.258 ACRES

PROPERTY A PERMIT MUST BE PULLED WITH THE CITY.

For further information about this notice, please contact the following person:

Issued by:

Shannon Fant	Code Compliance
432.264.2508	sfant@mybigspring.com

City of Big Spring Code Compliance

217 East 3rd St. Big Spring TX 79720 - Ph: 432-264-2504

NOTICE OF VIOLATION

Re: 306 NE 10TH BIG SPRING,TX79720

Legal Description: SE/4 OF SC 42 BK 32 1N TR 20 WILLIAM B CURRIE 75X150 315 ACQ 03092022 0.258 ACRES

Phone Email Address

If this matter has been taken care of please notify this office at **(432)264-2504**

It is the sincere hope of the City that you will cooperate with us in helping to make Big Spring an attractive, healthful place in which to live.

Sincerely,

Shannon Fant - Code Compliance

Case number: 25-00000164

BIG SPRING TEXAS

Code Compliance

217 E 3rd St., Big Spring, Texas 79720 · Ph. 432-264-2505

NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

June 13, 2025

Krista Ann Gonzales
308 NE 10th St.
Big Spring, Texas 79720

Krista Ann Gonzales
306 NE 10th St.
Big Spring, Texas 79720

***Re:* 306 NE 10TH, BIG SPRING, TEXAS 79720**
LEGAL DESCRIPTION: SE/4 OF SECTION 42, BLOCK 32, TOWNSHIP 1 NORTH, TRACT 20, WILLIAM B CURRIE SUBDIVISION, Howard County

Big Spring Code Compliance has determined that at the following structure(s): MAIN STRUCTURE, at the property as stated above, is/are in violation of the following section(s) of the **Property Maintenance Code of Big Spring (PMC)**, constituting a nuisance:

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 3. Any building, structure, or portion thereof that is dangerous. 6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor	The structure has cracks in its exterior walls. The structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or

for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. 9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease. 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	structure for committing a nuisance or an unlawful act. The structure has severe weather damage and dilapidation. Hazardous condition.
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity. 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity. 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.	The structure has severe weather damage and dilapidation. The structure has gaps, holes, and cracks in its siding and exterior walls with loose and deteriorated material. Portions of the exterior walls of the structure are so deteriorated as to render sections of the interior structure visible from the outside and exposed to the elements. The structure is missing roofing components and appears to admit rain. Structural members have been affected by severe weather damage and deterioration.
304.6 Exterior walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.	The exterior walls of the structure have holes and breaks with loose deteriorated material and weather damage.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight.
304.13 Windows, skylight and door frames. Every window, skylight and door frame shall be kept in sound condition, good repair and weather tight.	The structure has open windows.

The following actions are required to correct the violation(s) at the structure(s) as stated above:

Corrective Action Sought by Code Compliance

Secure and vacate the structure(s) until the violation(s) are resolved, and:

REPAIR OR DEMOLISH AND REMOVE

MAIN STRUCTURE.

For further information about this notice, please contact the following person:

Issued by

Shannon Fant	Code Compliance Official
Name	*Title*
+1 (432) 264-2508	sfant@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, June 24, 2025** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION A-1.10. Rights of Parties

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(c) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(d) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;

2. To introduce documentary and physical evidence;

3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;

4. To impeach any witness regardless of which party first called him to testify;

5. To rebut the evidence against him;

6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

Section C-9.02 (c) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Hearing Board enters an order to abate the violation(s) at the structure(s) at the property, the order is preliminary, allowing you to appeal the order to District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall become the final order.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://codelibrary.amlegal.com/codes/bigspringtx. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Shannon Fant, Code Compliance Official
City of Big Spring, Texas

9589 0710 5270 2378 2726 35

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

6/13/25

Postmark Here

306 NE 10TH

Final Notice

Sent To Krista Ann Gonzales

Street and Apt. No., or PO Box No. 306 NE 10th St.

City, State, ZIP+4® Big Spring, TX 79720

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2378 2726 42

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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OFFICIAL USE

Certified Mail Fee
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Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

6/13/25

Postmark Here

306 NE 10TH

Final Notice

Sent To Krista Ann Gonzales

Street and Apt. No., or PO Box No. 308 NE 10th St.

City, State, ZIP+4® Big Spring, TX 79720

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

USPS Tracking®

FAQs >

Remove ✕

Tracking Number:

9589071052702378272642

Copy Schedule a Redelivery (https://tools.usps.com/redelivery.htm)

Latest Update

We attempted to deliver your item at 1:31 pm on June 16, 2025 in BIG SPRING, TX 79720 and a notice was left because an authorized recipient was not available. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice beginning June 17, 2025. If this item is unclaimed by July 1, 2025 then it will be returned to sender.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Delivery Attempt: Action Needed
Notice Left (No Authorized Recipient Available)
BIG SPRING, TX 79720
June 16, 2025, 1:31 pm

Arrived at USPS Regional Facility
MIDLAND TX DISTRIBUTION CENTER
June 14, 2025, 8:48 am

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates ✓

Schedule Redelivery ✓

USPS Tracking Plus® ✓

Product Information

See Less

Remove ✕

Tracking Number:

9589071052702378272635

Copy **Schedule a Redelivery (https://tools.usps.com/redelivery.htm)**

Latest Update

We attempted to deliver your item at 1:29 pm on June 16, 2025 in BIG SPRING, TX 79720 and a notice was left because an authorized recipient was not available. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice beginning June 17, 2025. If this item is unclaimed by July 1, 2025 then it will be returned to sender.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivery Attempt: Action Needed
Notice Left (No Authorized Recipient Available)
BIG SPRING, TX 79720
June 16, 2025, 1:29 pm

Arrived at USPS Regional Facility
MIDLAND TX DISTRIBUTION CENTER
June 14, 2025, 8:48 am

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

See More

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for June 24, 2025, attached as **Exhibit A-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on June 12, 2025."

SIGNED on the 16 day of June, 2025.

Stant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16th day of June, 2025 by the above referenced Affiant.

STEPHANIE KEMUNTO ARITA
Notary ID #135144341
My Commission Expires
October 28, 2028

Stephanie Kemunto Arita
Notary Public, State of Texas

Exhibit A-6

BIG SPRING
TEXAS

Code Enforcement

217 E 3rd St., Big Spring, Texas 79720 · Ph. 432-264-2505

NOTICE OF PUBLIC HEARING
CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **JUNE 24TH, 2025,** AT **5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

306 NE 10TH– LEGAL DESCRIPTION: SE/4 OF SECTION 42, BLOCK 32, TOWNSHIP 1 NORTH, TRACT 20, WILLIAM B CURRIE SUBDIVISION – OWNER: KRISTA ANN GONZALES

4200 HAMILTON – LEGAL DESCRIPTION: LOT 10, BLOCK 9, SUBURBAN HEIGHTS SUBDIVISION – OWNER: ESTATE OF ALFRED R. LANG

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna
Nick Reyna, Building Official, City of Big Spring

N.E. 10
June 12, 2025 2:30 PM

4200 HAMILTON

Code Enforcement Officer: Malissa Garcia

Exhibit B-1

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF MALISSA GARCIA
CONCERNING 4200 HAMILTON

BEFORE ME, the undersigned authority, on this day, personally appeared **Malissa Garcia**, who, being by me duly sworn, deposed as follows:

"My name is **Malissa Garcia**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a Code Enforcement Officer for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **4200 HAMILTON**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16 day of June, 2025.

M Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16th day of June, 2025 by the above referenced Affiant.

Stephanie Kemunto Arita
Notary Public, State of Texas

STEPHANIE KEMUNTO ARITA
Notary ID #135144341
My Commission Expires
October 28, 2028

Exhibit B-2

Howard Property Search

Property Details

Account			
Property ID:	286424	**Geographic ID:** B5670014700	
Type:	R	**Zoning:**	
Property Use:		**Condo:**	
Location			
Situs Address:	4200 HAMILTON		
Map ID:		**Mapsco:**	
Legal Description:	LT 10 BK 9 SUBURBAN HEIGHTS 65X130 314 ACQ 030499 BLK/TRACT 33 1S 0.194 ACRES		
Abstract/Subdivision:			
Neighborhood:	(SBHT) SUBURBAN HEIGHTS		
Owner			
Owner ID:	22160		
Name:	LANG ALFRED R		
Agent:			
Mailing Address:	4200 HAMILTON BIG SPRING , TX 79720		
% Ownership:	100.0%		
Exemptions:	For privacy reasons not all exemptions are shown online.		

Property Values

Improvement Homesite Value:	$47,441 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$9,296 (+)
Land Non-Homesite Value:	$0 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$56,737 (=)
Agricultural Value Loss:	$0 (-)
Appraised Value:	$56,737 (=)
HS Cap Loss:	$0 (-)
Circuit Breaker:	$0 (-)
Assessed Value:	$56,737
Ag Use Value:	$0

VALUES DISPLAYED ARE 2025 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: LANG ALFRED R **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.221030	$56,737	$56,737	$125.41	
02B	CITY OF BIG SPRING	0.671465	$56,737	$56,737	$380.97	
03B	BIG SPRING ISD	0.728300	$56,737	$56,737	$413.22	
052	HOWARD COLLEGE	0.158693	$56,737	$56,737	$90.04	

Total Tax Rate: 1.779488

Estimated Taxes With Exemptions: $1,009.64

Estimated Taxes Without Exemptions: $1,009.64

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
4200 HAMILTON CASE NOTES

"This record, attached as **Exhibit B-3**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

This record was kept in the course of a regularly conducted business activity of the Code Compliance Department of the City of Big Spring, Texas.

Making this record was a regular practice of that activity.

1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout certain data.
7. I used the proper procedures to obtain the readout.
8. The computer was in working order at the time I obtained the readout.
9. I recognize the attached **Exhibit B-3** as the readout."

SIGNED on the 16 day of June, 2025.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16th day of June, 2025 by the above referenced Affiant.

Stephanie Kemunto Arita
Notary Public, State of Texas

STEPHANIE KEMUNTO ARITA
Notary ID #135144341
My Commission Expires
October 28, 2028

Exhibit B-3

CASE NOTES

Report Run On: Tuesday, 10 June 2025 11:05

Case # 25-00000149 **Parcel # :** 286424

Site Address: 4200 HAMILTON

Case Description: structure is falling apart

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		COMPLAINT REQUEST	Malissa Garcia	06/10/25	
GENERAL		SCOPE OF WORK	Malissa Garcia	06/10/25	
GENERAL		ABATEMENT PROCEDURE OUTLINE	Malissa Garcia	06/10/25	
GENERAL		warrant	Malissa Garcia	04/03/25	
SITE VISIT		served warrant with Dan (fire marshall)	Malissa Garcia	04/02/25	
GENERAL		NOTICE OF VIOLATION	Malissa Garcia	03/18/25	
SITE VISIT		structure has broken windows and doors will get warrant to go into property and send notice of violation to property owner	Malissa Garcia	03/07/25	
CORRECTIVE ACTION		property is not up to code windows and doors are broken leaving property open to the elements and rodents. property needs to be brought up to code or demolished. deadline for compliance (7) seven days from the date of mailing.	Malissa Garcia	03/07/25	

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION OF
PHOTOGRAPHS BY MALISSA GARCIA

"With regard to the photographs in **Exhibits B-4** I am familiar with and recognize the scene depicted in the photographs. On March 7, 2025 and April 1, 2025, I inspected the property described as:

LOT 10, BLOCK 9, SUBURBAN HEIGHTS SUBDIVISION Big Spring, Howard County, Texas, also known as **4200 HAMILTON**, Big Spring, Texas.

Each of the photographs is a fair and accurate depiction of the scene at the relevant time."

SIGNED on the 16 day of June, 2025.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16th day of June, 2025 by the above referenced Affiant.

STEPHANIE KEMUNTO ARITA
Notary ID #135144341
My Commission Expires
October 28, 2028

Stephanie Kemunto Arita
Notary Public, State of Texas

Exhibit B-4

05232 02082
March 07, 2025 1:14 PM

March 07, 2025 1:14 PM

March 07, 2025 1:15 PM

March 07, 2025 1:15 PM

March 07, 2025 1:15 PM

March 07, 2025 1:15 PM

March 07, 2025 1:46 PM

April 01, 2025 2:43 PM

April 01, 2025 2:43 PM

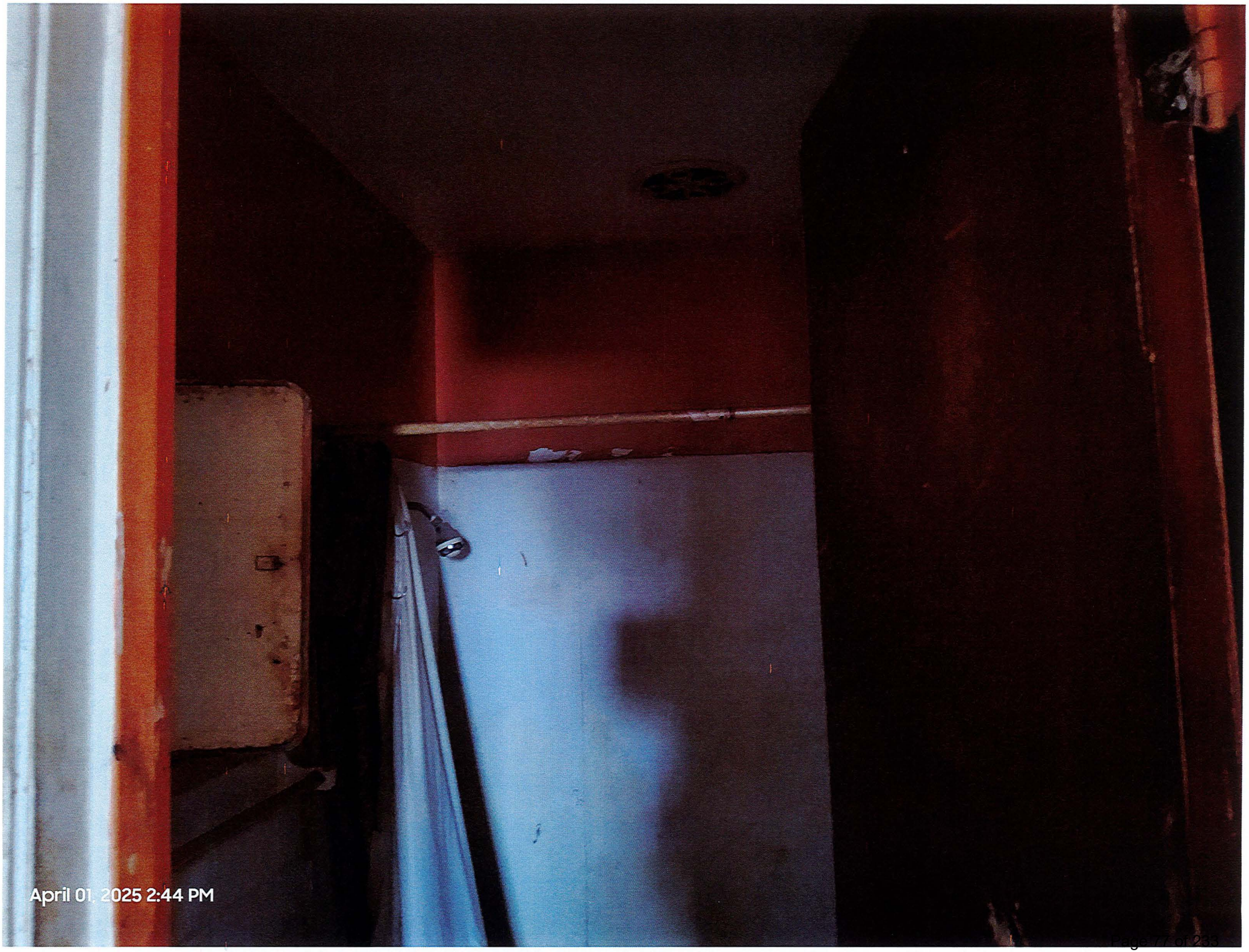
April 01, 2025 2:43 PM

April 01, 2025 2:44 PM

April 01, 2025 2:44 PM

April 01, 2025 2:44 PM

April 01, 2025 2:44 PM


April 01, 2025 2:44 PM

April 01, 2025 2:45 PM

April 01, 2025 2:45 PM

April 01, 2025 2:45 PM

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April 01, 2025 2:45 PM

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April 01, 2025 2:45 PM

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April 01, 2025 2:46 PM

April 01, 2025 2:46 PM

IDAHOAN
SCALLOPED
Sweet Apples & Caramel
Dippin' Stix
Sweet Apples & Caramel
Panhandle
All Purpose
FLOUR
#BUILTFORADVENTURE
DIVISION SERIES
April 01, 2025 2:47 PM

IDAHOAN
SCALLOPED
Shasta
#BUILTFORADVENTURE
April 01, 2025 2:47 PM

April 01, 2025 2:47 PM

April 01, 2025 2:47 PM

H-E-B
MI TIENDA
SMART SHOP
FAVOR
April 01, 2025 2:47 PM

April 01, 2025 2:47 PM

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY MALISSA GARCIA

"The document in **Exhibit B-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit B-5** is also attached.

SIGNED on the 16 day of June, 2025.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16th day of June, 2025 by the above referenced Affiant.

Stephanie Kemunto Arita
Notary Public, State of Texas

STEPHANIE KEMUNTO ARITA
Notary ID #135144341
My Commission Expires
October 28, 2028

Exhibit B-5

City of Big Spring Code Compliance

217 East 3rd St. Big Spring TX 79720 - Ph: 432-264-2504

NOTICE OF VIOLATION

Re: 4200 HAMILTON BIG SPRING,TX00000
Legal Description: LT 10 BK 9 SUBURBAN HEIGHTS 65X130 314 ACQ 030499 BLK/TRACT 33 1S 0.194 ACRES

Date 03/18/2025 **Case No:25-00000149**

LANG ALFRED R
4200 HAMILTON
BIG SPRING, TX 79720

Dear LANG ALFRED R
The City of Big Spring has determined that the following section of the **2021 property Maintenance Code of Big Spring** has been violated, constituting a nuisance:

Violation:
SUBSTANDARD STRUCTURE

Description of Violation:

City of Big Spring Code Compliance

217 East 3rd St. Big Spring TX 79720 - Ph: 432-264-2504

NOTICE OF VIOLATION

Re: 4200 HAMILTON BIG SPRING,TX00000

Legal Description: LT 10 BK 9 SUBURBAN HEIGHTS 65X130 314 ACQ 030499 BLK/TRACT 33 1S 0.194 ACRES

304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1.Structural members have deterioration or distress that appears to reduce their load-carrying capacity.2.The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations have deterioration or distress that appears to reduce their load-carrying capacity.3.Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.4.Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight.5.Reserved.6.Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.7.Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.8.Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.9.Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.10.Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.11.Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes, and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.12.Exterior stairs, decks, porches, balconies, and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.13.Chimneys, cooling towers, smokestacks, and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Corrective Action:

property is not up to code windows and doors are broken leaving property open to the elements and rodents. property needs to be brought up to code or demolished. deadline for compliance (7) seven days from the date of mailing.

For further information about this notice, please contact the following person:

Issued by:

Malissa Garcia	Code Compliance
432.264.2506	mgarcia@mybigspring.com
Phone	Email Address

If this matter has been taken care of please notify this office at **(432)264-2504**

It is the sincere hope of the City that you will cooperate with us in helping to make Big Spring an attractive, healthful place in which to live.

Sincerely,

M. Garcia

Malissa Garcia - Code Compliance

Case number: 25-00000149

Code Compliance

217 E 3rd St., Big Spring, Texas 79720 · Ph. 432-264-2505

NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

June 13, 2025

Estate of Alfred R. Lang
4200 Hamilton St.
Big Spring, Texas 79720

Estate of Alfred R. Lang c/o Chance Lang
2604 Dow Dr.
Big Spring, Texas 79720

***Re:* 4200 HAMILTON, BIG SPRING, TEXAS 79720**
LEGAL DESCRIPTION: LOT 10, BLOCK 9, SUBURBAN HEIGHTS SUBDIVISION, Howard County

Big Spring Code Compliance has determined that at the following structure(s): MAIN STRUCTURE, at the property as stated above, is/are in violation of the following section(s) of the **Property Maintenance Code of Big Spring (PMC)**, constituting a nuisance:

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 3. Any building, structure, or portion thereof that is dangerous. 6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor	The structure has cracks in its exterior walls. The structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an

for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. 9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease. 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	unlawful act. The structure has severe weather damage and dilapidation. Hazardous condition.
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity. 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity. 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.	The structure has severe weather damage and dilapidation. The structure has cracks in its exterior walls with loose and deteriorated material. The structure is missing roofing components and appears to admit rain. Structural members have been affected by severe weather damage and deterioration.
304.6 Exterior walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.	The exterior walls of the structure have cracks with loose deteriorated material and weather damage.

Case number: 25-00000149

The following actions are required to correct the violation(s) at the structure(s) as stated above:

Corrective Action Sought by Code Compliance

Secure and vacate the structure(s) until the violation(s) are resolved, and:

REPAIR OR DEMOLISH AND REMOVE

MAIN STRUCTURE.

For further information about this notice, please contact the following person:

Issued by

Malissa Garcia	Code Enforcement Officer
Name	*Title*
+1 (432) 264-2506	mgarcia@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for

5:30 PM, June 24, 2025 at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION A-1.10. Rights of Parties

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(c) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(d) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;

2. To introduce documentary and physical evidence;

3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;

4. To impeach any witness regardless of which party first called him to testify;

5. To rebut the evidence against him;

6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

Section C-9.02 (c) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Hearing Board enters an order to abate the violation(s) at the structure(s) at the property, the order is preliminary, allowing you to appeal the order to District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If

you fail to appeal the Hearing Board's ruling within that time, such order shall become the final order.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://codelibrary.amlegal.com/codes/bigspringtx. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

M. Garcia

Malissa Garcia, Code Enforcement Officer
City of Big Spring, Texas

9589 0710 5270 2378 2726 11

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com*®.

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Extra Services & Fees (*check box, add fee as appropriate*)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

6/13/25

Postmark Here

4200 Hamilton
Final Notice

Sent To Estate of Alfred R. Lang c/o Chance Lang
Street and Apt. No., or PO Box No. 2604 Doco Dr.
City, State, ZIP+4® Big Spring, TX 79720

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2378 2726 28

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at *www.usps.com*®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (*check box, add fee as appropriate*)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

6/13/25

Postmark Here

4200 HAMILTON
Final Notice

Sent To Estate of Alfred R. Lang
Street and Apt. No., or PO Box No. 4200 Hamilton St.
City, State, ZIP+4® Big Spring, TX 79720

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

USPS Tracking®

FAQs >

Remove X

Tracking Number:

9589071052702378272628

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item arrived at our USPS facility in MIDLAND TX DISTRIBUTION CENTER on June 14, 2025 at 8:48 am. The item is currently in transit to the destination.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Out for Delivery

Preparing for Delivery

Moving Through Network

Arrived at USPS Regional Facility

MIDLAND TX DISTRIBUTION CENTER
June 14, 2025, 8:48 am

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Feedback

Text & Email Updates ∨

USPS Tracking Plus® ∨

Product Information ∨

See Less ∧

Remove ✕

Tracking Number:

9589071052702378272611

Copy **Add to Informed Delivery (https://informeddelivery.usps.com/)**

Latest Update

Your item arrived at our USPS facility in MIDLAND TX DISTRIBUTION CENTER on June 14, 2025 at 8:51 am. The item is currently in transit to the destination.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Out for Delivery

Preparing for Delivery

Moving Through Network

Arrived at USPS Regional Facility

MIDLAND TX DISTRIBUTION CENTER
June 14, 2025, 8:51 am

What Do USPS Tracking Statuses Mean? **(https://faq.usps.com/s/article/Where-is-my-package)**

Text & Email Updates ∨

USPS Tracking Plus® ∨

Product Information ∨

See Less ∧

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for June 24, 2025, attached as **Exhibit B-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on June 12, 2025."

SIGNED on the 16 day of June, 2025.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16th day of June, 2025 by the above referenced Affiant.

Stephanie Kemunto Arita
Notary Public, State of Texas

STEPHANIE KEMUNTO ARITA
Notary ID #135144341
My Commission Expires
October 28, 2028

Exhibit B-6

BIG SPRING
TEXAS

Code Enforcement

217 E 3rd St., Big Spring, Texas 79720 · Ph. 432-264-2505

NOTICE OF PUBLIC HEARING
CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **JUNE 24TH, 2025,** AT **5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

306 NE 10TH– LEGAL DESCRIPTION: SE/4 OF SECTION 42, BLOCK 32, TOWNSHIP 1 NORTH, TRACT 20, WILLIAM B CURRIE SUBDIVISION – OWNER: KRISTA ANN GONZALES

4200 HAMILTON – LEGAL DESCRIPTION: LOT 10, BLOCK 9, SUBURBAN HEIGHTS SUBDIVISION – OWNER: ESTATE OF ALFRED R. LANG

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna
Nick Reyna, Building Official, City of Big Spring

BIG SPRING
TEXAS
Code Enforcement
217 E 3rd St., Big Spring, Texas 79720 - Ph. 432-264-2505
NOTICE OF PUBLIC HEARING
CONCERNING PUBLIC NUISANCE
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THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.
Nick Reyna
Nick Reyna, Building Official, City of Big Spring
June 12, 2025 2:49 PM

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

The City Council of the City of Big Spring, Texas, met in a Regular Meeting in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, June 10, 2025, with the following members present in person:

COUNCIL MEMBER NICK ORNELAS
COUNCIL MEMBER DIANE YANEZ
COUNCIL MEMBER HOMER WILKERSON
COUNCIL MEMBER GLORIA BLACKBURN

Same and constituting a quorum, for which four Council Members 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
JOSE CAZARES	Deputy Fire Chief
MIKE FEELEY	Airpark Director
SANDY SMITH	Finance Director
SUSAN HIMES	Community Services Director
TAMI DAVIS	City Secretary
MANDY HAYNES	Municipal Judge

Open Session

Call to Order

Council Member Ornelas called the City Council meeting to order at 5:30 p.m.

Invocation

Don Smith gave the invocation.

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

Council Member Ornelas led the Pledge of Alleginance to the United States Flag and to the Texas State Flag.

Public Comment

Public Comment

No public comments were made at this time.

Council Member Wilkerson nominated Council Member Ornelas to act as the Mayor Pro Tem for this meeting due to the absence of Mayor Moore and Mayor Pro Tem Hughes.

MOTION WAS MADE BY Council Member Wilkerson to appoint Council Member Ornelas as Mayor Pro Tem for this meeting, seconded by Council Member Yanez.

YEAS: Council Member Ornelas, Council Member Yanez, Council Member Wilkerson, Council Member Blackburn **4**
NAYS: None **0**
MOTION PASSED

Due to an emergency declaration signed by Mayor Moore a supplemental agenda item was added to this agenda as follows:
Motion to Declare a Public Calamity Relating to Storms and the Need to Clean up Storm Debris and Approve Expenditures of up to $50,000 if Needed, on Rules and Regulations to be Determined by the City Manager, for Waiving Fees at the Landfill Located at 4100 East FM 700, Big Spring for Storm Debris

MOTION WAS MADE BY Council Member Wilkerson to approve the above captioned motion, seconded by Council Member Yanez.

YEAS: Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Wilkerson, Council Member Blackburn **4**
NAYS: None **0**
MOTION PASSED

Announcements, Presentations and Public Hearings

MOTION WAS MADE BY Council Member Yanez to open the below listed public hearings, seconded by Council Member Wilkerson.

YEAS: Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Wilkerson, Council Member Blackburn **4**
NAYS: None **0**
MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 2204 JOHNSON, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BLOCK 43, COLLEGE HEIGHTS SUBDIVISION, BIG SPRING, HOWARD COUNTY, TEXAS – OWNER: ESTATE OF SHIRLEY J. WHITE

MOTION WAS MADE BY Council Member Wilkerson to abate the below listed property (2204 Johnson), seconded by Council Member Yanez.

YEAS: Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Wilkerson, Council Member Blackburn **4**
NAYS: None **0**
MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1003 S LANCASTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: MIDDLE/50 OF LOT 2, BLOCK 87, ORIGINAL TOWN SUBDIVISION, BIG SPRING, HOWARD COUNTY, TEXAS – OWNER: ESTEBAN MENDEZ FLORES

MOTION WAS MADE BY Council Member Wilkerson to abate the above captioned property (1003 S. Lancaster) with a possible extension at the end of the 30 days if the property owner files an action plan with the Code Enforcement Department, seconded by Mayor Pro Tem Ornelas.

YEAS: Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Wilkerson, Council Member Blackburn **4**
NAYS: None **0**
MOTION PASSED

MOTION WAS MADE BY Mayor Pro Tem Ornelas to close the above captioned public hearings, seconded by Council Member Yanez.

YEAS: Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Wilkerson, Council Member Blackburn **4**
NAYS: None **0**
MOTION PASSED

City Manager's Report

City Manager's report on the following items:

- Large Item Pickup, District 6 - June 18th
- Big Spring Rodeo - June 19-21
- Rodeo Parade - June 21st @ 10
- Recognize Newly Certified Police Officer

Todd Darden, City Manager, reported on the above captioned items as follows: Large item pickup for District 6 will be on June 18th and will allow all citizens to put items out due to the storms; The Big Spring Rodeo will be on June 19th - 21st and the parade will be on Saturday June 21st @ 10 a.m.; A newly certified police officer, Ian Barboza, was recognized for his completion of the academy.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of May 27, 2025 and of the Special Meeting of June 3, 2025

Final Reading of an Ordinance Amending Ordinance Number 028-2024 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025 by Increasing the Utility Fund Budget for the Purpose of Replacing a 2016 Utility Crew Pickup for the Distribution and Collection Department; Providing for Severability; and Providing an Effective Date

Vouchers

Vouchers for 05/29/25 $ 70,275.61

Vouchers for 06/06/25 $ 885,421.85

Council Member Blackburn reviewed the above captioned vouchers for 5/29/25 and 6/6/25.

MOTION WAS MADE BY Council Member Blackburn to approve the above captioned vouchers for 5/29/25 and 6/6/25, seconded by Council Member Yanez.

YEAS: Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Wilkerson, Council Member Blackburn **4**

NAYS: None **0**

MOTION PASSED

Bids

Consideration and Possible Action to Approve a Bid for Amphitheater Lighting at the Comanche Trail Park Amphitheater and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Wilkerson to award the above captioned bid to Qualite Sports Lighting, LLC in the amount of $110,780.00, seconded by Council Member Yanez.

YEAS: Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Wilkerson, Council Member Blackburn **4**

NAYS: None **0**

MOTION PASSED

New Business

First Reading of an Ordinance Amending Ordinance Number 028-2024 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025 by Increasing the Airpark Fund Budget for the Purpose of Appropriation $325,000.00 for the Special Project of a First Responder Fitness Center; Providing for Severability; and Providing an Effective Date

MOTION WAS MADE BY Council Member Wilkerson to approve the above captioned ordinance, seconded by Mayor Pro Tem Ornelas.

YEAS: Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Wilkerson, Council Member Blackburn **4**

NAYS: None **0**

MOTION PASSED

First Reading of an Ordinance Granting a Partial Ad Valorem Tax Exemption for Tax Year 2025 for the Homestead of any Married or Unmarried Adult; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; Providing for Severability; Providing for Repeal of Conflicting Ordinances; 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 Wilkerson.

YEAS: Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Wilkerson, Council Member Blackburn **4**

NAYS: None **0**

MOTION PASSED

First Reading of an Ordinance Renumbering Section 38-10 of the Big Spring City Code to Section 1-12 Which Removes the Mental State Requirement for Ordinance Violations Punishable by a Fine of $500 or Less and Amending it for Clarification Providing for a Repeal of Conflicting Ordinances and a Savings Clause; Providing for Severability Clause; Finding and Determining that the Meetings at Which the Ordinance was Discussed and Acted on Were Open to the Public as Required by Law; Providing for Publication; and Establishing an Effective Date

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

YEAS: Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Wilkerson, Council Member Blackburn **4**

NAYS: None **0**

MOTION PASSED

Consideration and Possible Action to Approve an Engineering Services Agreement with Jacob Martin for Survey Work at McMahon-Wrinkle Airport and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Wilkerson to approve the above captioned agreement, seconded by Council Member Blackburn.

YEAS: Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Wilkerson, Council Member Blackburn **4**

NAYS: None **0**

MOTION PASSED

Consideration and Possible Action to Approve a National Fitness Campaign Grant for

FY 25-26 and Authorizing the City Staff to Seek Grants for Additional Funding.

MOTION WAS MADE BY Council Member Yanez to approve the above captioned grant, seconded by Council Member Wilkerson.

YEAS: Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Wilkerson, Council Member Blackburn **4**

NAYS: None **0**

MOTION PASSED

Council Input

Input

All Council Members thanked the staff for helping with the cleanup after the storm.

Adjourn

Mayor Pro Tem Ornelas adjourned the City Council meeting at 6:12 p.m.

_____

Robert H. Moore III, Mayor

ATTEST:

_____

Tami L. Davis, City Secretary

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, May 20, 2025, 5:15 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Tuesday, May 20, 2025, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on May 16, 2025, to the Board of Directors, the news media, and duly posted on May 16, 2025, by Teresa Morris in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday May 20, 2025, at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is Public Comment, Action on Minutes of the March 18, 2025, Regular Meeting, Consideration/Action to Approve March and April Investment Report and Financials, Consideration/Action to Approve "Petition Requesting Annexation: for 127 acres owned by the Big Spring EDC, Consideration/Action to Approve "Annexation Agreement" Between the Big Spring EDC and the City of Big Spring, Directors Report, Board Comment, and Adjourn".

Directors Present:
Ms. Anna Scott- President
Mr. Brent Strande- Vice President
Mr. Kevin Armstrong- Secretary/Treasurer
Mr. Cody Williams
Mr. Terry McDaniel

Directors Absent:
Mr. Raul Benavides

Staff Present:
Ms. Teresa Morris

Guests that signed in:

AGENDA ITEM #1 – Call to Order/Invocation and Pledge:
Ms. Scott called the meeting to order at 5:15 p.m. Mr. Williams led the invocation and pledge.

AGENDA ITEM #2- Public Comment:
None

AGENDA ITEM #3- Action on the Minutes of March 18, 2025, Regular Meeting:
Ms. Scott presented the Minutes. Mr. Strande made a motion to approve seconded by Mr. McDaniel. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #4- Consideration/Action to Approve March and April Investment Report and Financials:
Mr. Armstrong presented the investment report and financials. Mr. Armstrong made a motion to approve seconded by Mr. Williams. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #5- Consideration/Action to Approve "Petition Requesting Annexation: for 127 acres owned by the Big Spring EDC:
Ms. Morris presented the Petition Requesting Annexation.
Motion to approve the Petition for Annexation and authorize the Executive Director to sign all necessary documents, was made by Mr. Strande seconded by Mr. Armstrong. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #6- Consideration/Action to Approve "Annexation Agreement" Between the Big Spring EDC and the City of Big Spring:
Ms. Morris presented the Annexation Agreement.
Motion to approve the Annexation Agreement and authorize the Executive Director to sign all necessary documents, was made by Mr. McDaniel seconded by Mr. Strande. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #7- Directors Report:
The groundbreaking for the Crossroads Business Park is scheduled for June 9th at 4:00pm at the east intersection of Frazier Rd and Hwy 87 (designated I-27). David Pettit Economic Development LLC has begun working with leadership to create a timeline for the TIRZ district that will include the Crossroads Business Park and other properties adjacent to the reliever route. The EDC continues to work on the Foreign Trade Zone status for the CRBP and surrounding areas. The Executive Director, is attending the Clean Power conference, gave a presentation to county commissioners on the benefits of a TIRZ, attended a Site Consultant meeting with the High Ground of Texas, Attended the School to Industry luncheon, did a radio interview as well as attended 2 City Council meetings. The Associate Director was a panelist at the Woodforest Foundry-Entrepreneur 4 All meeting and attended the Select USA Summit sponsored by the U.S. Federal Government in Washington D.C. City Council received and accepted the EDC's annual audit on April 22nd. The next board meeting is tentatively scheduled for June 17th.

AGENDA ITEM #8-Board Comments:
The Board expressed their appreciation for the staff for the work they do and was excited about the growth.

AGENDA ITEM #9- Adjourn:
Ms. Scott called for a motion to adjourn. The motion to adjourn was made by Mr. Williams, seconded by Mr. Armstrong. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 5:33 pm on May 20, 2025.

Ms. Anna Scott, President

ATTEST:

Mr. Kevin Armstrong, Secretary/Treasurer

Minutes of the Board of Director's Special Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, May 27, 2025, 4:00 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas

The Special Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 4:00 p.m. Tuesday, May 27, 2025, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on May 23, 2025, to Board of Directors, the news media, and duly posted on May 27, 2025, by Teresa Morris in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Special Board Meeting on Tuesday, May 27, 2025, at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is Public Comment, Executive Session, Action as a Result of Executive Session, Board Comment, and Adjourn".

Directors Present:
Ms. Anna Scott- President
Mr. Brent Strande-Vice President
Mr. Kevin Armstrong- Secretary/Treasurer
Mr. Raul Benavides
Mr. Terry McDaniel

Directors Absent:
Cody Williams

Staff Present:
Mr. Mark Willis
Ms. Teresa Morris

Guests that signed in: Richard Jackson, John Medina

AGENDA ITEM #1 – Call to Order/Invocation and Pledge:
Mr. Armstrong called the meeting to order at 5:20 p.m. Mr. Benavides led the invocation and pledge.

AGENDA ITEM #2- Public Comment:
Mr. Jackson wanted to attend to be more educated in what the EDC is about. John Medina stated that he was in attendance to answer any questions they may have regarding the executive session item.

AGENDA ITEM #3- Adjourn into Executive Session in Accordance with Texas Government Code, Section 551.087 to Discuss or Deliberate Prospect Activity and Texas Government Code, Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
Ms. Morris excused herself as a potential applicant to promote fairness and equality to all applicants.

AGENDA ITEM #4- Action as a Result of Executive Session:
The Board deliberated procedures for opening the position of Executive Director.
A motion to approve initiating the hiring process for the Executive Director was made by Mr. Strande, seconded by Mr. Armstrong. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #5-Board Comments: None

AGENDA ITEM #6 - Adjourn:
Ms. Scott called for a motion to adjourn. The motion to adjourn was made by Mr. Benavides, seconded by Mr. Strande. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 5:20 pm on May 27, 2025.

Ms. Anna Scott, President

ATTEST:

Mr. Kevin Armstrong, Secretary/Treasurer

Minutes of the Board of Director's Special Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, June 10, 2025, 12:00 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas

The Special Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 12:00 p.m. Tuesday, June 10, 2025, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on June 6, 2025, to Board of Directors, the news media, and duly posted on June 6, 2025, by Teresa Morris in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Special Board Meeting on Tuesday, June 6, 2025, at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is Public Comment, Executive Session, Action as a Result of Executive Session, Board Comment, and Adjourn".

Directors Present:
Ms. Anna Scott- President
Mr. Brent Strande-Vice President
Mr. Kevin Armstrong- Secretary/Treasurer
Mr. Raul Benavides
Mr. Terry McDaniel

Directors Absent:
Cody Williams

Staff Present:
Mr. Mark Willis

Guests that signed in: None

AGENDA ITEM #1 – Call to Order/Invocation and Pledge:
Ms. Scott called the meeting to order at 12:02 p.m. Ms. Scott led the invocation and pledge.

AGENDA ITEM #2- Public Comment:
None

AGENDA ITEM #3- Adjourn into Executive Session in Accordance with Texas Government Code, Section 551.087 to Discuss or Deliberate Prospect Activity and Texas Government Code, Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

AGENDA ITEM #4- Action as a Result of Executive Session:
The Board deliberated procedures for opening the position of Executive Director.
A motion to approve initiating the hiring process for the Executive Director was made by Mr. Strande, seconded by Mr. Armstrong. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #5-Board Comments: None

AGENDA ITEM #6 - Adjourn:
Ms. Scott called for a motion to adjourn. The motion to adjourn was made by Mr. Strande, seconded by Mr. Benevides. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 12:54 pm on June 10, 2025.

Ms. Anna Scott, President

ATTEST:
Mr. Kevin Armstrong, Secretary/Treasurer

CITY OF
Big Spring

MEMORANDUM

Date:	June 10, 2025
To:	Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager
From:	Mike Feeley A.A.E., Airport Director
Re:	Development of the First Responder Fitness Center on McMahon-Wrinkle Airport

On May 27, 2025, the City Council authorized staff to bring forward an action item and associated budget amendment to the airpark fund to move forward with the development of a first responder fitness center on airpark property. The estimated cost of the development of this facility less donated equipment is $501,822, subject to construction bids.

Resources for the development of this opportunity include already approved funds totaling $228,715.00 in the Airpark Fund from Account Buildings-Special Projects #410-021-610-6201-000 and the associated budget amendment from this City Council session for an additional $325,000.00 from the Airpark fund balance to be transferred into account Buildings-Special Projects #410-021-610-6201-000. The total amount of funds that will be available for this opportunity includes an increase of 10% for contingency purposes and results in $553,715.00 in available resources.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 028-2024 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025 BY INCREASING THE AIRPARK FUND BUDGET FOR THE PURPOSE APPROPRIATING $321,285.00 FOR THE SPECIAL PROJECT OF A FIRST RESPONDER FITNESS CENTER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2024-25 budget for the City of Big Spring, Texas on September 24, 2024 ("Budget"); and

WHEREAS the Airpark Director recommends that the City Council increase the Airpark 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 Airpark Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025 is hereby increased by the amount of $325,000.00 to account 410-021-610-6201-000, for the purpose of appropriating the Airpark funds for a special project of a First Responder Fitness Center. The net increase will be funded through the airpark fund balance.

SECTION 2. The remaining portions of Ordinance Number 028-2024 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. 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 _____ day of _____**, 2025** with all members of the Council present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a second regular meeting of the City Council on the _____ day of _____**, 2025** with all members of the council present voting "aye" for the passage of same.

_____
Robert H. Moore III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS GRANTING A PARTIAL AD VALOREM TAX EXEMPTION FOR TAX YEAR 2025 FOR THE HOMESTEAD OF ANY MARRIED OR UNMARRIED ADULT; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS the City Council finds that it would be in the best interest of the public welfare for the City Council to grant the residence homestead exemptions provided in Article 8, Section 1-b of the Texas Constitution and Section 11.13 of the Texas Property Tax Code.

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

SECTION 1. As authorized by Article 8 Section 1-b(e) of the Texas Constitution and §11.13(n) of the Texas Property Tax code the City Council hereby exempts from municipal ad valorem taxation twenty percent (20%) of the market value of the residence homestead of a married or unmarried adult, including one living alone, for the tax year 2025. However, as provided in said constitutional provision, the amount of the exemption authorized pursuant to this section may not be less than Five Thousand Dollars ($5,000.00) unless the legislature by general law prescribes other monetary restrictions on the amount of this exemption. Also, as prescribed in said constitutional provisions, an eligible adult is entitled to receive other applicable exemptions provided by law. Further, as provided in said constitution provision, where ad valorem tax has previously been pledged for the payment of debt, the City of Big Spring may continue to levy and collect the tax against the value of the homesteads exempted under this section until the debt is discharged if the cessation of the levy would impair the obligation of the contract by which the debt was created.

SECTION 2. As set forth in Texas Tax Code §11.13, joint, community, or successive owners of property may not each receive the same exemption adopted by the ordinance for the same residence homestead. Furthermore, a person may not receive an exemption under Section 11.13 for more than one residence homestead in the same year.

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

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

SECTION 5. It is hereby officially found and determined that the meetings at which this Ordinance was adopted were open to the public and that public notice of the time, place, and purpose of said meetings was given as required by law.

SECTION 6. Upon final passage and approval of this Ordinance, the City Secretary is hereby directed to publish the caption of the ordinance that summarizes the purpose of the ordinance and the penalty for violating the ordinance twice as required by law.

SECTION 7. This Ordinance shall become effective upon its second publication.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the _____day of _____**,** _____,, with all members present voting "aye" for the passage of same.

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

_____
Robert H. Moore, III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, RENUMBERING SECTION 38-10 OF THE BIG SPRING CITY CODE TO SECTION 1-12 WHICH REMOVES THE MENTAL STATE REQUIREMENT FOR ORDINANCE VIOLATIONS PUNISHABLE BY A FINE OF $500 OR LESS AND AMENDMING IT FOR CLARIFICATION PROVIDING FOR A REPEAL OF CONFLICTING ORDINANCES AND A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED AND ACTED ON WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Big Spring is a Texas home-rule municipality; and

WHEREAS, adopting this ordinance is in the public interest and is necessary to protect health, life and property, and to preserve the good government, order, and security of the municipality and its inhabitants;

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

SECTION 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. Section 38-10 located in Article I "In General," Chapter 38, "Offenses and Miscellaneous Provisions," Big Spring City Code is hereby moved to Section 1-12, Chapter 1, "General Provisions," in the Big Spring City Code and amended as follows:

Big Spring City Code
~~Chapter 38 - Offenses and Miscellaneous Provisions~~
~~Article I - In General~~

Chapter 1 – General Provisions

Section ~~38-10~~ 1-12. Removal of the mental state element for offenses punishable by a $500.00 fine or less.

Unless otherwise specifically set forth in this Code, or in superior law, allegations and evidence of a culpable mental state are not required for proof of an offense for which the maximum fine is $500.00 or less.

~~Unless otherwise specifically set forth in this Code, or in state law as adopted, allegations and evidence of a culpable mental state are not required for proof of an offense for which the maximum fine is $500.00 or less.~~

NOTE* Language to be added appears underlined and language to be deleted is ~~stricken~~.

SECTION 3. All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Nevertheless, this Ordinance does not affect rights, duties, or liabilities that matured, penalties that were incurred, and proceedings that were begun, before its effective date. The law remains in force for the purpose of sustaining any proper action or prosecution for the enforcement of the right, penalty, forfeiture or liability.

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

SECTION 5. It is hereby officially found and determined that the meetings at which this Ordinance was adopted were open to the public and that public notice of the time, place and purpose of said meetings was given as required by law.

SECTION 6. The City Secretary is hereby authorized and directed to cause the publication of this Ordinance in accordance with law.

SECTION 7. This Ordinance shall become effective upon its second publication according to law.

SECTION 8. This Ordinance is ordered to be codified.

SECTION 9. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the ___ day of _____, ____ with all members of the Council present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the ___ day of _____, ____with all members of the Council present voting "aye" for the passage of same.

_____
Robert H. Moore III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 34 OF THE BIG SPRING CITY CODE BY REPEALING SECTIONS 34-1 AND 34-3 REGARDING THE MUNICIPAL COURT SECURITY FUND AND MUNICIPAL COURT TECHNOLOGY FUND AS STATE LAW MAKES SUCH ORDINANCES NO LONGER NECESSARY; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring is a Texas home-rule municipality; and

WHEREAS, In 2019, the Texas Legislature in its regular session enacted SB 346, which in its Sections 1.08 and 1.09, respectively, repealed the option for municipalities to adopt ordinances assessing court costs on municipal court defendants for a municipal court security fund and a municipal court technology fund, the Legislature assessed similar costs by legislation, and as a result, the City of Big Spring's ordinances on these matters are no longer in effect; and

WHEREAS, adopting this ordinance is in the public interest and is necessary to protect health, life and property, and to preserve the good government, order, and security of the municipality and its inhabitants;

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

SECTION 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. The Section 34-1, "Municipal court security fee," Chapter 34, "Municipal Court," is hereby repealed.

Big Spring City Code
Chapter 34, Municipal Court

Sec. 34-1. Reserved. ~~Municipal court security fee.~~

~~The municipal court, by and through the municipal judge or the court clerk is hereby authorized to charge and collect a special fee of $3.00 collected from each defendant convicted in municipal court as a security fee as a cost of court as authorized by Texas Code of Criminal Procedure art. 102.017. The fee is collected by the clerk of the court and remitted to the treasurer for deposit in the municipal court building fund. Money in the fund may be used only to finance the following items when used for the purpose of providing security services for buildings housing a municipal court:~~

~~(1) The purchase or repair of X-ray machines and conveying systems;~~

~~(2) Handheld metal detectors;~~

~~(3) Walk through metal detectors;~~

~~(4) Identification cards and systems;~~

~~(5) Electronic locking and surveillance equipment;~~

~~(6) Bailiffs, deputy sheriffs, deputy constables, or contract security personnel during times when they are providing appropriate security services;~~

~~(7) Signage;~~

~~(8) Confiscated weapon inventory and tracking systems; and~~

~~(9) Locks, chains, or other security hardware.~~

SECTION 3. The Section 34-3, "Municipal court security fee," Chapter 34, "Municipal Court," is hereby repealed.

Big Spring City Code
Chapter 34, Municipal Court

Sec. 34-3. Reserved. ~~Municipal court technology fund established and fee authorized.~~

~~The municipal court, by and through the municipal judge or the court clerk, is hereby authorized to charge and collect a special fee of $4.00 from a defendant convicted of a misdemeanor offense in municipal court as a technology fee as a cost of court as authorized by Texas Code of Criminal Procedure art. 102.0172. The fee is collected by the clerk of the court and remitted to the municipal treasurer for deposit in the municipal court technology fund. Money in the fund may only be used to finance the following items when used for the purpose of providing financing for the purchase of technological enhancements for municipal court. The fund may only be used to finance the purchase of technological enhancements for the municipal court, including:~~

~~(1) Computer systems;~~

~~(2) Computer networks;~~

~~(3) Computer hardware;~~

~~(4) Computer software;~~

~~(5) Imaging systems;~~

~~(6) Electronic kiosks;~~

~~(7) Electronic ticket writers; and~~

~~(8) Docket management systems.~~

NOTE* Language to be added appears underlined and language to be deleted is ~~stricken~~.

SECTION 4. All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Nevertheless, this Ordinance does not affect rights, duties, or liabilities that matured, penalties that were incurred, and proceedings that were begun, before its effective date. The law remains in force for the purpose of sustaining any proper action or prosecution for the enforcement of the right, penalty, forfeiture or liability.

SECTION 5. Should any one or more sections or clauses of this Ordinance be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 6. It is hereby officially found and determined that the meetings at which this Ordinance was adopted were open to the public and that public notice of the time, place and purpose of said meetings was given as required by law.

SECTION 8. This Ordinance is ordered to be codified.

SECTION 9. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the _____day of _____, _____, 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 _____day of _____, _____, with all members of the Council voting "aye" for the passage of same.

_____
Robert H. Moore III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

CITY OF
Big Spring

MEMORANDUM

Date: June 24, 2025

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

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

Re: Consideration of Adopting Airport Minimum Standards for McMahon-Wrinkle Airport

Staff in working with our Aviation Consultant "Woolpert" have developed Minimum Standards for use at McMahon-Wrinkle Airport. The Minimum Standards were developed under the authority of FAA Order 5190.6B, Airport Compliance Manual, which grants the City of Big Spring as Airport Sponsor the power to regulate the use of McMahon-Wrinkle Airport.

In addition to the Minimum Standards, all people on the airport are subject to all applicable provisions of Federal Law, Laws of the State of Texas, the Airport Rules and Regulations, and the City of Big Spring Municipal Code. The City's goals in establishing Minimum Standards include:

- Encouraging Growth and Development
- Promoting Safety in all Airport Activities
- Maintaining a high quality of services
- Protecting airport users from unlicensed, unauthorized activities
- Enhancing the availability of service, and
- To provide a clear distinction of satisfactory service providers

The adoption of the Minimum Standards is an integral step in the continued promotion and responsible development of McMahon-Wrinkle Airport.

Staff is requesting that City Council authorize the adoption of the proposed Minimum Standards.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 10 OF THE BIG SPRING CITY CODE TO PROVIDE FOR MINIMUM STANDARDS AT THE BIG SPRING McMAHON-WRINKLE AIRPORT; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring is a Texas home-rule municipality; and

WHEREAS, the City Council of Big Spring, the governing body of the City of Big Spring, desires to maintain minimum standards for the operation of Big Spring McMahon-Wrinkle Airport; and

WHEREAS, adopting this ordinance is in the public interest and is necessary to protect health, life and property, and to preserve the good government, order, and security of the municipality and its inhabitants;

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

SECTION 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. The Big Spring City Code, Chapter 10 entitled "Aviation," Article II entitled "Aeronautical Activities and Services at Big Spring Airport and Industrial Park," Division 2, entitled "Minimum Standards for Commercial Aeronautical Activities and Services," is hereby amended in its entirety.

ARTICLE II. AERONAUTICAL ACTIVITIES AND SERVICES AT
BIG SPRING AIRPORT AND INDUSTRIAL PARK

DIVISION 2. MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES AND SERVICES

Sec. 10-48. Minimum Standards

The city council adopts the Big Spring McMahon-Wrinkle Airport Minimum Standards which are attached hereto as Exhibit "A" and apply to commercial operators and commercial tenants of the airport. The minimum standards are not codified, but copies of the same are on file with the city secretary's office and the airport director's office and may be reviewed during normal business hours at the locations of those offices. Any changes or amendments to the minimum standards shall be approved by the city council.

~~DIVISION 2. MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES AND SERVICES~~

~~Sec. 10-48. Aircraft sales (new and/or used).~~

~~(a) Statement of concept. An aircraft sales operator is a person, firm, or corporation engaged in the sale of new and/or used aircraft through franchises, or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and provides such repair, services and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold by him.~~

~~(b) Minimum standards.~~

~~(1) The operator shall lease from the city an area not less than 18,000 square feet of ground space to provide for outside display and storage of aircraft on which shall be erected a building providing at least 3,000 square feet of floor space for aircraft storage, and at least 800 square feet of floor space for office, restrooms, customer lounge and telephone facilities for customer use; auto parking space with minimum accommodations for ten automobiles (no on-street parking), a paved walkway, all within the leased area and sufficient to accommodate the operator's activities.~~

~~(2) The operator shall provide necessary and satisfactory arrangements for the repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with a repair shop operator at the Big Spring Airport. The operator shall meet the requirements set forth by the franchisor for parts inventory and shall have the minimum number of aircraft as set forth by the franchisor.~~

~~(3) The operator performing the services under this category will be required to carry the following types of insurance in the limits specified:~~

~~(A) Aircraft liability:~~

~~Bodily injury (each accident)~~

~~Each person~~	~~$100,000.00~~
~~For more than one person~~	~~$300,000.00~~

~~Passenger liability~~

~~Each passenger, each accident~~	~~$75,000.00~~

~~Property damage~~

~~Each accident~~	~~$50,000.00~~

~~(B) Comprehensive public liability and comprehensive property damage:~~

~~Bodily injury (each accident)~~

~~Each person~~	~~$100,000.00~~

~~Property damage~~

~~Each accident $50,000.00~~

~~(C) Hangar keepers liability (if applicable):~~

~~Each accident $300,000.00~~

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~~(4) The operator shall have his premises open and services available five days a week.~~

~~(5) The operator shall have in his employ (and on duty during operating hours) trained personnel in such numbers as are required to meet the minimum standards and requirements set forth in an efficient manner, but never less than one person possessing the minimum requirements of the FAA to perform the duties required in this activity.~~

~~Sec. 10-49. Repair station facilities (airframe, power plant).~~

~~(a) Statement of concept. An aircraft engine and airframe maintenance and repair operator is a person, firm or corporation (or a combination of) providing airframe and power plant overhaul and repair services, with at least one person currently certified by the Federal Aviation Administration with ratings appropriate to the work being performed. This category of aeronautical services shall also include the sale of aircraft parts and accessories, but such is not an exclusive right.~~

~~(b) Minimum standards.~~

~~(1) The operator shall lease from the city an area of not less than 18,000 square feet of ground space on which shall be erected a building providing at least 3,000 square feet of floor space for airframe and power plant overhaul and repair services and at least 800 square feet of floor space for office, restrooms, customer lounge and telephone facilities for customer use; auto parking with minimum accommodations for ten automobiles (no on-street parking), a paved walkway, all within the leased area and sufficient to accommodate the operator's activities.~~

~~(2) The operator shall provide sufficient equipment, supplies and availability of parts to perform maintenance in accordance with manufacturers' recommendations or equivalent for the types of aircraft upon which he performs maintenance.~~

~~(3) The operator performing the services under this category will be required to carry the following types of insurance in the limits specified:~~

~~(A) Aircraft liability:~~

~~Bodily injury (each accident)~~

~~Each person $100,000.00~~

~~For more than one person $300,000.00~~

~~Property damage~~

~~Each accident $50,000.00~~

~~(B) Comprehensive public liability and comprehensive property damage:~~

~~Bodily injury (each accident)~~

~~Each person $100,000.00~~

~~For more than one person $300,000.00~~

~~Property damage~~

~~Each accident $50,000.00~~

~~(C) Hangar keepers liability (if applicable):~~

~~Each accident $300,000.00~~

~~(4) The operator shall have his premises open and services available five days a week.~~

~~(5) The operator shall have in his employ (and on duty during operating hours) trained personnel in such numbers as are required to meet the minimum standards and requirements set forth in an efficient manner, but never less than one person currently certified by the Federal Aviation Administration with rating appropriate to the work being performed and with access to an AI.~~

~~Sec. 10-50. Aircraft rental.~~

~~(a) Statement of concept. An aircraft rental operator is a person, firm or corporation engaged in the rental of aircraft to the public.~~

~~(b) Minimum standards.~~

~~(1) The operator shall lease from the city an area of not less than 18,000 square feet of ground space on which shall be erected a building providing at least 3,000 square feet of floor space for aircraft storage, and at least 800 square feet of floor space for office, restrooms, customer lounge and telephone facilities for customer use; auto parking space with minimum accommodations for ten automobiles (no on-street parking), a paved walkway, all within the leased area and sufficient to accommodate the operator's activities.~~

~~(2) The operator shall have available for rental, either owned or under written lease to operator, a sufficient number of aircraft properly certified to handle the proposed scope of his operation, but not less than four certified and currently air-worthy aircraft, at least two of which must be four-place aircraft.~~

~~(3) The operator performing the services under this category will be required to carry the following types of insurance in the limits specified:~~

~~(A) Aircraft liability:~~

~~Bodily injury (each accident)~~

~~Each person $100,000.00~~

~~For more than one person $300,000.00~~

~~Passenger liability~~

~~Each passenger, each accident $75,000.00~~

~~Property damage~~

~~Each accident $50,000.00~~

~~(B) Comprehensive public liability and comprehensive property damage:~~

~~Bodily injury (each accident)~~

~~Each person $100,000.00~~

~~For more than one person $300,000.00~~

~~Property damage~~

~~Each accident $50,000.00~~

~~(C) Hangar keepers liability (if applicable):~~

~~Each accident $300,000.00~~

~~(4) The operator shall have his premises open and services available seven days a week.~~

~~(5) The operator shall have in his employ (and on duty during operating hours) trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner.~~

~~Sec. 10-51. Flight training.~~

~~(a) Statement of concept. A flight training operator is a person, firm or corporation engaged in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.~~

~~(b) Minimum standards.~~

~~(1) The operator shall lease from the city an area of not less than 18,000 square feet of ground space on which shall be erected a building providing at least 3,000 square feet of floor space for aircraft storage, and at least 1,200 square feet of floor space for office, restrooms, customer lounge and telephone facilities for customer use; auto parking space with minimum accommodations for ten automobiles (no on-street parking), a paved walkway, all within the leased area and sufficient to accommodate the operator's activities.~~

~~(2) The operator shall have available for use in flight training, either owned or under written lease to operator, a sufficient number of aircraft properly certificated to handle the proposed scope of his student operation, but not less than three properly certificated aircraft, at least one of which must be a four-place aircraft, and at least one of which must be equipped for and capable of use in instrument flight instruction.~~

~~(3) The operator performing the services under this category will be required to carry the following types of insurance in the limits specified:~~

~~(A) Aircraft liability:~~

~~Bodily injury (each accident)~~

~~Each person~~	~~$100,000.00~~
~~For more than one person~~	~~$300,000.00~~

~~Property damage~~

~~Each accident~~	~~$100,000.00~~

~~(B) Comprehensive public liability and comprehensive property damage:~~

~~Bodily injury (each accident)~~

~~Each person~~	~~$100,000.00~~
~~For more than one person~~	~~$300,000.00~~

~~Property damage~~

~~Each accident~~	~~$100,000.00~~

~~(C) Hangar keepers liability:~~

~~Each accident~~	~~$300,000.00~~

~~(4) The operator shall have his premises open and services available five days a week.~~

~~(5) The operator shall have on duty, on a full-time basis, at least one flight instructor who has been currently certificated by the Federal Aviation Administration to provide the type of flight training offered; and shall have available on call, on a part-time basis, at least one flight instructor who has been currently certificated by the Federal Aviation Administration to provide the type of flight training offered which shall include at least private, commercial and instrument ratings.~~

~~Sec. 10-52. Line services (aircraft fuels and oil dispensing).~~

~~(a) Statement of concept. Line services shall include the sale and into-plane delivery of recognized brands of aviation fuels, lubricants and other related petroleum products. The~~

~~operator shall provide servicing of aircraft, including ramp assistance and the parking, storage and tie down of aircraft.~~

~~(b) Minimum standards. The operator shall lease from the city an area not less than 18,000 square feet of ground space on which shall be erected a building providing at least 800 square feet of floor space for office, restrooms, customer lounge and telephone facilities for customer use; auto parking space with a minimum accommodations for ten automobiles (no on-street parking), a paved walkway, all within the leased area and sufficient to accommodate the operator's activities.~~

~~(c) Fuel storage. Facilities for two 1,200 gallon trucks of aircraft fuels if two popular grades of fuel are available, must be provided by the operator in a fuel storage area to be designated by the city manager, or his authorized representative. The charges for the use of airport property for storage facilities will be negotiated prior to contract establishment. Aboveground storage will be permitted in a city designated fuel farm.~~

~~(d) Refueling. The operator will provide pumps for dispensing the aviation fuel at a central location. If a mobile dispenser is provided, it shall have metered fuel dispensers for the number of grades of fuel sold by the operator, separate dispensing pumps and meters for each grade of fuel. The mobile dispenser shall meet all applicable safety requirements and shall have a reliable metering device subject to independent inspection.~~

~~(e) Product quality control and safety.~~

~~(1) Must identify delivery of fuel as to proper grade.~~

~~a. Be sure all compartments and valves are sealed; record seal numbers.~~

~~b. Color and military specifications.~~

~~c. Check truck tank sump for contamination, by use of industry accepted methods.~~

~~(2) Check storage tanks for water and contamination; neither will exceed industry accepted standards.~~

~~(3) All turbine fuels must be filtered before entering storage tanks.~~

~~(4) Daily checks for water and contamination must be made by use of industry accepted methods.~~

~~(5) Fuel may be removed only through an industry approved filtration system.~~

~~(6) Filters must be of multiple cartridge type provided with visual filter container contamination equipment. The filters must also be equipped with differential pressure measuring equipment.~~

~~(7) All equipment, mobile and otherwise, must be color coded, placarded and identifiable in accordance with industry accepted standards.~~

~~(8) For turbine fuels, under-tank loading will be required.~~

~~(9) At the beginning of each day, unless the trucks are refilled during the working day from underground storage, a visual sump check of both the tank and filter will be made to determine contamination.~~

~~(10) For turbine fuel, in addition, a mechanical or chemical check will also be made.~~

~~(11) In addition to the above preventative measures, the vendor will also be required to make weekly, monthly, semi-annual and annual filtration equipment inspections to determine that they meet industry accepted standards, and the vendor will replace same as required.~~

~~(12) At all places in the foregoing where inspections are required, the vendor will be responsible for keeping duplicate written records in an acceptable form, and at the end of each month will, upon request, provide the city manager or his designated representative with the duplicate copy.~~

~~(13) The vendor will be required to provide safety facilities to meet the requirements established by the owner.~~

~~(f) Minor repair service. The operator shall provide such minor repair service not requiring a certificated mechanical rating, and cabin services, to general aviation aircraft as can be performed efficiently on the ramp or other apron parking area, but only within the premises leased to the operator or upon such other areas as the city manager or his designated representative may authorize.~~

~~(g) Equipment needed. The operator shall procure and maintain tools, jacks, towing equipment, tire repairing equipment, energizers and starters, air compressors and fire extinguishers, as appropriate and necessary for the servicing of general aviation aircraft using the airport. All equipment shall be maintained and operated in accordance with local, state and federal industrial codes.~~

~~(h) Insurance requirements.~~

~~(1) Aircraft liability:~~

~~Bodily injury (each accident)~~

~~Each person~~	~~$100,000.00~~
~~For more than one person~~	~~$300,000.00~~

~~Passenger liability~~

~~Each passenger, each accident~~	~~$75,000.00~~

~~Property damage~~

~~Each accident~~	~~$50,000.00~~

~~(2) Hangar keepers liability (if applicable):~~

~~Each accident~~	~~$300,000.00~~

~~(3) Motor vehicle liability:~~

~~Bodily injury (each accident)~~

~~Each person $100,000.00~~

~~Property damage~~

~~Each accident $50,000.00~~

~~(i) Hours of operation. The operator shall have his premises open and available 5½ days per week, but be subject to call 24 hours per day seven days a week.~~

~~(j) Employee requirements. The operator shall have in his employ, and on duty during operating hours, trained personnel in such numbers as are required to meet the minimum standards and requirements set forth in an efficient manner.~~

~~Sec. 10-53. Specialized aircraft repair services radios, propellers, instruments and accessories.~~

~~(a) Statement of concept. A specialized aircraft repair service operator is a person, firm or corporation engaged in a business capable of providing a shop or a combination of Federal Aviation Administration certified shops for the repair of aircraft radios, propellers, instruments and accessories, but such is not an exclusive right.~~

~~(b) Minimum standards.~~

~~(1) The operator shall lease from the city an area of not less than 18,000 square feet of ground space on which shall be erected a building providing at least 800 square feet of floor space to house all equipment, and to provide an office, shop, restrooms, customer lounge and telephone facilities for customer use; auto parking accommodations for five automobiles (no on-street parking), a paved walkway, all within the leased area and sufficient to accommodate the operator's activities and operations. The avionics portion of the services offered must maintain current the qualifications of Class I and Class II FAA designated repair station.~~

~~(2) The operator shall obtain and maintain, as a minimum, the repair station certificates as required by the Federal Aviation Administration, which are applicable to the operations contemplated. The operator may furnish one, or if desired, any combination of the services mentioned above.~~

~~(3) The operator performing the services under this category will be required to carry the following types of insurance in the limits specified:~~

~~(A) Comprehensive public liability and comprehensive property damage:~~

~~Bodily injury (each accident)~~

~~Each person $100,000.00~~

~~For more than one person $300,000.00~~

~~Property damage~~

~~Each accident $50,000.00~~

~~(C) Hangar keepers liability:~~

~~Each accident $300,000.00~~

-

~~(4) The operator shall have his premises open and services available five days a week.~~

~~(5) The operator shall have in his employ and on duty during operating hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner, at least one of who is currently certificated as Federal Aviation Administration-rated radio, instrument or propeller repairman.~~

~~Sec. 10-54. Aircraft charter and air taxi.~~

~~(a) Statement of concept. An aircraft charter (commercial operator) and an air taxi operator is a person, firm or corporation engaged in the business of providing air transportation (persons or property) to the general public for hire, either on a charter basis (commercial operations) or as an air taxi operator, as defined in the Federal Aviation Act of 1958, or as said act may be supplemented or amended from time to time.~~

~~(b) Minimum standards.~~

~~(1) The operator shall lease from the city an area of not less than 18,000 square feet of ground space on which shall be erected a building providing for at least 3,000 square feet of floor space for aircraft storage, and at least 1,200 square feet of floor space for office, restroom, customer lounge and telephone facilities for customer use; auto parking space with minimum accommodations for ten automobiles (no on-street parking), a paved walkway, all within the leased area and sufficient to accommodate the operator's activities.~~

~~(2) The operator shall provide aircraft necessary to meet FAR part 135, section 135.25 (14 CFR 135.25), which is quoted below:~~

~~a. Each certificate holder must have the exclusive use of at least one aircraft that meets the requirements for at least one kind of operation authorized in his operations specifications. In addition, for each kind of operation for which he does not have the exclusive use of an aircraft, he must have available for use under a written agreement (including arrangements for performing required maintenance) at least one aircraft that meets the requirements for that kind of operation. However, this subsection does not prohibit the operator from using the aircraft for other than air taxi or commercial operations, or require him to have exclusive use of each aircraft that he uses.~~

~~b. For the purposes of subsection (b)(2)a of this section, a person has exclusive use of an aircraft if he has the sole possession, control, and use of it for flight, as owner, or has a written agreement (including arrangements for the performance of required maintenance) giving him that possession, control and use for at least six consecutive months.~~

~~(3) The operator performing the services under this category will be required to carry the following types of insurance in the limits specified:~~

~~(A) Aircraft liability:~~

~~Bodily injury (each accident)~~

~~Each person $100,000.00~~

~~For more than one person $300,000.00~~

~~Passenger liability~~

~~Each passenger, each accident $75,000.00~~

~~Property damage~~

~~Each accident $100,000.00~~

~~(B) Comprehensive public liability and comprehensive property damage:~~

~~Bodily injury (each accident)~~

~~Each person $100,000.00~~

~~For more than one person $300,000.00~~

~~Property damage~~

~~Each accident $100,000.00~~

~~(C) Hangar keepers liability (if applicable):~~

~~Each accident $300,000.00~~

~~(4) The operator shall have his premises open and services available seven days a week.~~

~~(5) The operator shall have in his employ and on duty during operating hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner, but never less than one Federal Aviation Administration currently certificated commercial pilot and otherwise appropriately rated to permit the flight activity offered by operator. The operator shall have available sufficient qualified operating crews and satisfactory number of personnel for checking in passengers, handling of luggage and ticketing. The prospective operator shall provide reasonable assurance of a continued availability of qualified operating crews and approved aircraft within a reasonable or specified maximum notice period.~~

~~(c) Air taxi companies not based on Big Spring Airport and Industrial Park, but who are providing scheduled service to and from the airport, are exempted from these minimum standards and requirements.~~

~~Sec. 10-55. Specialized commercial flying service.~~

~~(a) Statement of concept. A specialized commercial flying services operator is a person, firm or corporation engaged in air transportation for hire for the purpose of providing the use of aircraft for the activities listed below:~~

~~(1) Nonstop sightseeing flights that begin and end at the same airport within a 25-mile-radius of the airport.~~

~~(2) Crop-dusting, seeding, spraying and bird chasing.~~

~~(3) Banner towing and aerial advertising.~~

~~(4) Firefighting.~~

~~(5) Power line or pipeline patrol.~~

~~(6) Any other operations specifically excluded from part 135 of the Federal Aviation Regulations.~~

~~(b) Minimum standards.~~

~~(1) The operator shall lease from the city an area of not less than 18,000 square feet of ground space, on which shall be constructed auto parking space with minimum accommodations for five automobiles (no on-street parking), a paved walkway, all within the leased area and sufficient to accommodate the operator's activities. Section (a)(1) of this section will require a building with a minimum of 800 square feet. In case of crop-dusting, aerial application, or other commercial use of chemicals, operator shall provide a centrally drained, paved area of not less than 3,000 square feet for aircraft loading, washing and servicing. Operator shall also provide for the safe storage and containment of noxious chemical materials. Such facilities will be a location on the Big Spring Airport and Industrial Park which will provide the greatest safeguard to the public.~~

~~(2) The operator shall provide and have based on his leasehold, either owned or under written lease to operator, not less than one airworthy aircraft, suitably equipped for, and meeting all the requirements of the Federal Aviation Administration and applicable regulations of the state with respect to the type of operations to be performed.~~

~~In the case of crop dusting or aerial application, the operator shall provide tank trucks for the handling of liquid spray and mixing liquids. The operator shall also provide adequate ground equipment for the safe handling and safe loading of dusting materials.~~

~~(3) The operator performing the services under this category will be required to carry the following types of insurance in the limits specified:~~

~~(A) Aircraft liability:~~

~~Bodily injury (each accident)~~

~~Each person~~	~~$100,000.00~~
~~For more than one person~~	~~$300,000.00~~

~~Passenger liability (where applicable)~~

~~Each passenger, each accident $100,000.00~~

~~Property damage~~

~~Each accident $50,000.00~~

~~(B) Comprehensive public liability and comprehensive property damage:~~

~~Bodily injury (each accident)~~

~~Each person $100,000.00~~

~~For more than one person $300,000.00~~

~~Property damage~~

~~Each accident $50,000.00~~

~~(C) Hangar keepers liability (where applicable):~~

~~Each accident $300,000.00~~

~~(4) The operator shall have in his employ, and on duty during operating hours, trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner, but never less than one person holding a current Federal Aviation Administration commercial certificate, properly rated for the aircraft to be used and the type of operation to be performed.~~

~~Sec. 10-56. Multiple services.~~

~~(a) Statement of concept. A multiple services operator is a person, firm or corporation engaged in any two or more of the aeronautical services for which minimum standards have been hereinbefore provided.~~

~~(b) Minimum standards.~~

~~(1) The operator shall lease from the city an area of not less than 36,000 square feet of ground space for aircraft storage, parking and other use in accordance with the services to be offered, on which shall be erected a building providing at least 4,000 square feet for aircraft storage, and at least 1,200 square feet for office, restrooms, customer lounge and telephone facilities for customer use; auto parking space with minimum accommodations for 15 automobiles (no on-street parking), a paved walkway, and a paved aircraft apron, all within the leased area and sufficient to accommodate the operator's activities and operations to be provided.~~

~~a. If flight training is one of the multiple services offered, the operator shall provide classroom and briefing room facilities in the aforementioned building.~~

~~b. If crop-dusting, serial application, or other commercial use of chemicals are part of the multiple services offered, the operator shall provide a centrally drained, paved area of not less than 3,000 square feet for aircraft loading, washing, and servicing. Operator shall also provide~~

~~for the safe loading and unloading, storage, and containment of noxious chemical materials. Such facilities will be in a location on the Big Spring Airport and Industrial Park.~~

~~c. The building for aircraft storage will not be required if none of the individual services provided requires such a building under these standards. The standards for multiple services involving only line services, specialized repair services, and specialized commercial flying services will require only 18,000 square feet of ground space, 800 square feet of office space, and parking for five automobiles.~~

~~(2) The operator shall comply with the aircraft requirements, including the equipment thereon, for each aeronautical service to be performed except as hereinafter provided.~~

~~a. Multiple uses can be made of all aircraft except aircraft used for crop-dusting, aerial application, or other commercial use of chemicals.~~

~~b. The operator, except if he is performing combinations of multiple services for which aircraft are not required, shall have available and based at the airport, either owned by the operator or under written lease to the operator, not less than two certified and currently airworthy aircraft, suitably equipped and capable of flight, to meet the minimum standards and requirements as hereinbefore provided for each aeronautical service to be performed. The operator shall provide the equipment and services required to meet the minimum standards as hereinbefore provided for each aeronautical service the operator is performing.~~

~~(3) The operator shall procure and maintain, during the term of his agreement, as a minimum, insurance coverage which is equal to the highest of the minimum limits set for the respective categories of aeronautical services being performed by the operator.~~

~~(4) The operator shall have in his employ, and on duty during operating hours, trained personnel in such numbers as are required to meet the minimum standards and requirements set forth, in an efficient manner, for each aeronautical service being performed by the operator. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the operator.~~

~~Sec. 10-57. Commercial aviation of operator's subleasing from another commercial operator on the airport.~~

~~Standards for sublease operations. Such operators shall meet all of the minimum standards established by the city for the category, or categories of services, to be furnished by the operator, except for the lease of land and construction of facilities.~~

NOTE* Language to be added appears <u>underlined</u> and language to be deleted is ~~stricken~~.

<u>SECTION 3.</u> All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict.

<u>SECTION 4.</u> Should any one or more sections or clauses of this Ordinance be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining

provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 5. It is hereby officially found and determined that the meetings at which this Ordinance was adopted were open to the public and that public notice of the time, place and purpose of said meetings was given as required by law.

SECTION 6. This Ordinance is ordered to be codified, except Exhibit A will not be codified.

SECTION 7. This Ordinance is ordered to be published.

SECTION 8. This Ordinance shall become effective upon its second publication according to law.

SECTION 9. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the _____day of _____, _____, 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 _____day of _____, _____, with all members of the Council voting "aye" for the passage of same.

_____

Robert H. Moore III, Mayor

ATTEST:

_____

Tami L. Davis, City Secretary

Big Spring McMahon-Wrinkle Airport

Minimum Standards

City of Big Spring, Texas

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AIRPORT MINIMUM STANDARDS

SECTION 1.0 - INTRODUCTION

1.1 Authority

These Big Spring McMahon-Wrinkle Airport Minimum Standards ("the Minimum Standards") are promulgated under the authority of FAA Order 5190.6B, *Airport Compliance Manual*, which grants the City of Big Spring ("City" or "Airport Owner" or Airport Sponsor") the power to regulate the use of the Big Spring McMahon-Wrinkle Airport ("Airport"). The Minimum Standards also are adopted pursuant to the City's authority as the owner, operator, and proprietor of the Airport. All leases, licenses, permits and other Agreements authorizing the use of Airport property and facilities shall require compliance with the Minimum Standards.

In addition to the Minimum Standards, all persons on the Airport are subject to all applicable provisions of federal law, laws of the State of Texas, the Airport Rules and Regulations, and the City of Big Spring Municipal Code.

The privilege of using the Airport and any and all of its facilities shall be conditioned on the assumption of full responsibility and risk by the user thereof. The City reserves the right to claim immunity from liability in connection with its operation of the Airport and to assert any other defense available.

References and citations in the Minimum Standards to ordinances, laws, regulations, policies, standards and guidelines promulgated by the City of Big Spring, the State of Texas, the United States, and public and private bodies include any amendments as may be adopted after the City's adoption of the Minimum Standards.

The Minimum Standards cancel and supersede all previous minimum standards governing use of the Airport.

The invalidation of any specific minimum standards shall not affect the validity of the remainder of the Minimum Standards.

Except as prescribed herein or pursuant to an Agreement, the standards and requirements of the Minimum Standards are minimums and may be exceeded.

1.2 Purposes

In establishing the Minimum Standards, the City's goals are:

a. To encourage growth and development of the Airport by ensuring a minimum level of aeronautical services and facilities for Airport users;
b. To promote safety in all Airport activities;
c. To maintain a higher quality of service for Airport users;
d. To protect Airport users from unlicensed and unauthorized products and services;

e. To enhance the availability of service for all Airport users; and

f. To provide a clear and objective distinction between service providers that will provide a satisfactory level of service and those that will not.

The City recognizes the jurisdiction of the federal government, delegated to the Federal Aviation Administration (FAA), concerning the licensing and regulation of pilots, Air Carriers and aircraft; and concerning the navigable airspace. Nothing herein is intended to assert jurisdiction by the City over matters under the exclusive jurisdiction of the federal government, and the provisions hereof shall be interpreted consistent with this purpose.

1.3 Applicability

All Commercial Aeronautical Activities conducted on the Airport must be authorized in a Lease or other written Agreement approved by the City, as appropriate, and shall be performed in accordance with the Airport Minimum Standards and the Airport Rules and Regulations.

The Minimum Standards shall apply to the following:

a. Any entity proposing to conduct a Commercial Aeronautical Activity at the Airport, including Fixed Base Operators (FBOs) and Specialized Aviation Service Operators (SASOs).

The Minimum Standards shall not apply to the following Entities:

a. Air Carriers, with respect to the conduct of scheduled passenger operations at the Airport.

b. Scheduled or Non-scheduled Air Carriers companies providing service to and from the Airport, but not based at the Airport.

c. An Air Taxi/Charter operator accessing the Airport for the limited purpose of picking up or dropping off passengers in an aircraft that is not based at the Airport.

d. A flight instructor accessing the Airport for the limited purpose of picking up or dropping off a student pilot or conducting flight training in an aircraft that is not based at the Airport.

e. An aircraft manufacturer providing parts and services at the specific request of an aircraft owner or operator pursuant to a “rapid response” or similar program.

f. Flying Clubs, to the extent that they are exempt from the Minimum Standards as outlined in the Airport Rules and Regulations.

The Minimum Standards shall not apply to the following activities:

i. Non-commercial Aeronautical Activities, including, without limitation, private hangar storage and co-ops.

ii. Self-servicing and self-fueling by a Tenant to the extent permitted by the Airport Rules and Regulations.

The provisions of these Minimum Standards shall apply to any new Lease, License, or Agreement executed after the adoption of this update to the Minimum Standards and to any material amendment to an Agreement authorizing a Commercial Aeronautical Activity at the Airport.

1.4 Prohibited Activities

a. Through-the-Fence Operations. These Minimum Standards expressly forbid all Through-the-Fence ("TTF") operations. The City's obligation to make the Airport available for the use and benefit of the public does not extend to providing access from adjacent property. Such TTF operations can adversely affect the ability of the Airport to sustain itself financially, result in unfair competitive situations, and contribute to loss of control with respect to Airport access.

b. Cross-Ownership. Consistent with the City's obligation to avoid granting exclusive rights, no person or entity may hold or control, directly or indirectly, any ownership, voting, management or debt interests (actual or contingent) in more than one on-Airport commercial service provider, absent written authorization by the Airport Director.

1.5 Waivers and Variances

The City may issue a permanent Waiver for all or any portion of the Minimum Standards for the benefit of any government or government agency providing public or emergency services, including, for example, and without limitation: law enforcement, disaster relief, search and rescue, fire prevention and firefighting.

The Airport Director may approve a temporary Waiver of the Minimum Standards upon finding that each of the following conditions is satisfied:

a. The Commercial Aeronautical Operator seeking the Waiver will be the only operator on the Airport to provide a specific product, service, or facility as of the effective date of the lease or license.

b. The Commercial Aeronautical Operator has agreed to come into full compliance with the Minimum Standards within a prescribed schedule.

c. The schedule is enforceable by the Airport Director.

d. The temporary Waiver is needed to alleviate the financial burden of initiating a new Commercial Aeronautical Activity at the Airport.

e. The Airport Director finds that the temporary Waiver will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users.

The Airport Director may approve a temporary Variance of the Minimum Standards upon finding that each of the following conditions is satisfied:

a. A special condition or unique circumstance exists that makes the application of the Minimum Standards unduly burdensome.

b. The temporary Variance is narrowly tailored to address the special condition or unique circumstance.

c. The Commercial Aeronautical Operator has agreed to come into full compliance with the Minimum Standards within a prescribed schedule.
d. The schedule is enforceable by the Airport Director.
e. The temporary Variance will not create an unfair competitive relationship among commercial aeronautical operators at the Airport.
f. The Airport Director finds that the temporary Variance will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users.

Any temporary Waiver or temporary Variance approved by the Airport Director hereunder shall apply only to the specific Commercial Aeronautical Operator and the specific circumstance and shall not serve to amend, modify, or alter the Minimum Standards.

1.6 Additive Standards and Conflicts

Unless authorized in writing by the Airport Director or otherwise provided herein, Commercial Aeronautical Operators must meet every minimum standard for every authorized Commercial Aeronautical Activity.

In the event of conflicting Minimum Standards, the Commercial Aeronautical Operator will be required to satisfy the higher or more demanding standard. In the event of a conflict between the Lease, License or Agreement and the Minimum Standards, the terms of the Lease, License or Agreement shall apply.

Any activity for which there are no specific Minimum Standards set forth herein shall be subject to such standards and provisions as are developed by the Airport Director on a case-by-case basis and set forth in such Commercial Aeronautical Service Operator’s written lease, license, permit or agreement with or from the City.

The Airport Director may permit a SASO conducting multiple Commercial Aeronautical Activities to satisfy a Minimum Standard that is less than the sum of the standards for each Commercial Aeronautical Activity, if the Airport Director finds that each of the following conditions is satisfied:

a. The off-set will not affect the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users in keeping with the policies hereof.
b. The off-set will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Airport. An off-set granted pursuant to this provision shall not constitute a temporary Waiver or temporary Variance as provided in Section 1.5.

1.7 Administration

The Airport Director has primary responsibility for the interpretation and application of the Minimum Standards and is authorized to issue citations, directives, adequacy determinations, and interpretive guidance in conformity with the Minimum Standards.

An Entity may request an advisory opinion from the Airport Director as to the application of these Minimum Standards to such Entity.

The Minimum Standards shall be made available upon request in electronic or hard copy format.

The City Attorney and Airport Director are authorized to assist in the application and implementation of the Minimum Standards, principally through communications with Commercial Aeronautical Operators on the content and proper interpretation of the Minimum Standards.

1.8 Reservation of Rights

The grant of permission by the City to conduct Commercial Aeronautical Activities at the Airport shall not be construed as granting any exclusive right of use of the premises and facilities at the Airport, other than those premises which may be leased exclusively to a Commercial Aeronautical Operator, and then only to the extent provided in the relevant Lease or License.

The City reserves and retains the right to conduct Commercial Aeronautical Activities at the Airport either in competition with other Entities or by exercising a proprietary exclusive right as authorized by FAA in the *FAA Airport Compliance Manual* (FAA Order 5190.6B, as amended if amended).

The City reserves and retains the right for use of the Airport by others who may desire to use the same, pursuant to applicable federal, state and local laws, ordinances, codes, minimum standards and other regulatory measures pertaining to such use.

The City further reserves the right to designate the specific Airport areas in which specific Aeronautical Activities may be conducted. Such designation shall give consideration to the nature and extent of the operation and the land and improvements available for such purpose, consistent with the orderly and safe operation of the Airport.

SECTION 2.0 - GENERAL REQUIREMENTS

2.1 Conducting Business at the Airport

All Commercial Aeronautical Service Operators must obtain a permit, license, lease, or other agreement with the City prior to conducting any commercial aeronautical service at the Airport. The Minimum Standards shall be deemed to be a part of each Commercial Aeronautical Service Operator's lease, license, permit or agreement with the City unless any such standards or provisions are expressly waived or amended by the City.

2.2 Requirements of all Commercial Aeronautical Service Operators

Each Commercial Aeronautical Service Operator shall:

a. Have use of adequate space in an existing facility, through lease or other agreement, sufficient to accommodate the proposed operation.
b. Be required to maintain their leased property in a condition of repair, cleanliness, and general maintenance in a manner acceptable to the Airport Director, in accordance with their lease agreements and free from all hazards.
c. Notify the Airport Director before the fact, of any changes, improvements, additions, removal to any real property, appurtenances, or signs thereof who will in turn approve or disapprove the improvement(s).
d. All operators shall supply and maintain such adequate and readily accessible fire equipment such as fire extinguishers as are required and approved by the City of Big Spring Fire Marshal for the hazard involved.
e. All operators shall be fully responsible for all damages to building, equipment, real property and appurtenances in the ownership or custody of the Airport. Property damage caused by negligence, abuse, or carelessness on the part of their employees, agents, customer, visitors, suppliers, or persons with whom the operator may do business will be the responsibility of the operator.
f. Maintain insurance as required by Minimum Standards.

   FBOs shall carry the minimum insurance requirements as follows:

   i. Commercial general aviation liability policy with coverage for premises, operations, and products. $1,000,000

   SASOs shall carry the minimum insurance requirements as follows:

   i. Commercial general liability policy with coverage for premises, operations, and products. $10,000,000
   ii. Aircraft liability with coverage for bodily injury and property damage including passengers. $10,000,000
   iii. Student and renters' liability as needed. $1,000,000
g. Pay all applicable established fees and charges when due, including Fuel Flowage Fees. Such fees shall be set by the City and published in the Airport Rates and Charges. Airport Fuel Flowage Fees may be revised periodically and adjusted as the market dictates. The Airport's current Airport Rates and Charges are maintained by the Airport Director.
h. Shall do nothing that interferes with the effectiveness or accessibility of any public utility system, drainage system, sewer system, fire protection systems, sprinkler system, alarm system, or fire hydrants and hoses.
i. Provide for proper handling and disposal of all hazardous materials generated by the business. Handling and disposal must meet all federal, state, and local guidelines.
j. Meet all requirements outlined in the Airport Storm Water Pollution Prevention Program (SWPPP) and Spill Prevention Control and Countermeasures Plan (SPCC).
k. May not utilize space or land leased to another without permission from Lessee and the Airport Director.

l. Prohibited activities to include:

   i. No residential domicile may be established anywhere on Airport premises.

No non-aeronautical operators are allowed within the Airport Operations Area (AOA).

No personal vehicles are allowed on the AOA without approval from the Airport Director.

Ramp speed must not exceed 15 mph.

Any vehicle operating on the runways or taxiways must be equipped with a yellow beacon and maintain two-way radio communication with Airport Operations and aircraft operating within the Airport environment via the Airport's Common Traffic Advisory Frequency (CTAF) of 122.8 MHz.

Vehicle parking is reserved for working, registered vehicles only. No vehicle shall be parked in a public parking area for more than fourteen (14) days unless prior permission is obtained from the Airport Director. No vehicle will be left unattended in the loading and unloading zone in front of the terminal building. Vehicles parked in the loading and unloading zone in front of the terminal building or for more than 14 days in a public parking area may be towed at the owner's expense.

Pets must be accompanied on a leash within airport grounds and/or confined within a leased building or outside of the aircraft operations area.

2.3 Multiple Activities by One Commercial Aeronautical Service Operators

Whenever a Commercial Aeronautical Service Operators conducts multiple activities pursuant to one lease, license, permit or agreement with the City, the Commercial Aeronautical Service Providers shall comply with the Minimum Standards set forth herein for each separate activity being conducted. If the Minimum Standards for one of the Commercial Aeronautical Service Operator's activities are inconsistent with those for another of the Commercial Aeronautical Service Operator's activities, then the Minimum Standards which are most beneficial to the Airport, and/or which are most protective of the public's health, safety, and welfare, shall control as determined by the Airport Director.

SECTION 3.0 - FIXED BASE OPERATOR (FBO)

3.1 General Requirements

An application must be filed, and approval must be granted by the Airport Director prior to commencing operations as an FBO. The FBO is required to perform the following functions or abide by the following rules:

a. Make its business open to all forms and classes of aeronautical activity.
b. Obtain approval from the Airport Director before reducing any services included in the FBO's agreement with the City.

c. Furnish all applicable services in a fair, equal, and nondiscriminatory manner to all Airport users.
d. Abide by all rules, requirements, or mandates placed upon the Airport by the FAA or the State of Texas including the Grant Assurances of FAA grants and the Terms and Conditions of the State of Texas grants.
e. The FBO does not have the right to perform any service or business on the Airport unless such service or business is included in the current agreement with the City.

3.2 Fueling

Only an approved FBO may sell aviation fuel to the public pursuant to an approved fuel license. Private fuel storage facilities are not permitted on the Airport.

3.3 Land and Facility Requirements

An FBO must have a lease and facility meeting the following requirements:

a. Terminal Building - An FBO must have use of a Terminal Building (non-hangar space) consisting of at least 5,000 square feet with a minimum of at least 100 square feet dedicated to customer service and support functions.
b. The Terminal Building may be attached to a hangar facility.

3.4 FBO Services

An FBO must provide the following:

a. Hours of Operations - An FBO must provide Jet A and Avgas for aircraft fueling and line services five (5) days per week, Monday through Friday from 8:00 AM until 5:00 PM and Saturday from 8:00 AM until 3:00 PM. An FBO shall also be on-call twenty-four (24) hours per day with after-hours response times of one (1) hour or less. FBO must provide Aircraft line servicing as identified in Section 3.2 (3). Twenty-four (24) hour contact information must be posted on-site and provided to the Airport Director.
b. Aviation Fueling Services
    i. In accordance with local, state, and federal requirements, the FBO shall comply with the latest adopted edition of the International Fire Code (IFC) as published by the International Code Council (ICC) and as amended by local ordinance. Additionally, the FBO shall comply with the National Fire Protection Association (NFPA) 407, *Standard for Aircraft Fuel Servicing* (latest edition). Lastly, the FBO shall comply with FAA Advisory Circular 150/5230-4B, as amended; all city code requirements for the City of Big Spring, all county code requirement for Howard County, and all other applicable laws and regulations related to aircraft fuel handling, dispensing and storage.
    ii. The FBO shall provide dispensing equipment sufficient to serve the needs of the aircraft frequenting the Airport, including the provision of at least one (1) Jet A refueling vehicle and one (1) Avgas refueling vehicle. Jet A refueling vehicles shall have single-point and over-wing fueling

capabilities and a minimum capacity of 3,000 gallons. Avgas refueling vehicle shall have a minimum capacity of 750 gallons. An FBO shall arrange for back-up refueling vehicles (with the same capabilities and minimum capacities). All equipment must be inspected and approved by the Airport Director prior to its use for Airport purposes. The metering devices shall be annually checked, inspected, and certified by appropriate state agencies. The Airport Director may inspect such periodically to ensure equipment is in compliance with all standards.

iii. The FBO shall require all its fuel-handling personnel to complete training courses, obtain a fuel handler's certification, and receive periodic refresher training as required by FAA. The Supervisory Training Program must be obtained by completing an FAA-authorized Supervisory Fuel Safety training course. All employees who fuel aircraft or otherwise handle fuel must receive at least initial on-the-job training and recurrent instruction every twenty-four (24) consecutive calendar months in fire safety from a trained supervisor. The City of Big Spring Fire Department, the Airport Director, and the FAA may periodically inspect the FBO's activities and personnel to ensure adherence to safe practices.

iv. The FBO shall develop a Standard Operating Procedure (SOP) for aviation fueling activities and submit for approval to the Airport Director. The SOP shall include a plan of action in case of a fuel spill. Any changes or updates to the SOP must be immediately communicated to the Airport Director. All fuel trucks/equipment shall meet all applicable local, state, and federal codes and be approved for use by the local Fire Marshal and Airport Director and meet the requirements of the latest edition of the National Fire Protection Association Standard 407, Standard for Airport Fuel Servicing, published by the National Fire Protection Association. Each mobile fuel vehicle must have a spill kit.

v. All mobile fuel trucks must be parked on a paved surface and be no closer than 50 feet from any building.

c. Aircraft Line Services

i. The FBO shall employ and have on duty during required hours of operation at least one (1) properly trained and qualified employee capable of providing aircraft fueling, aircraft parking, and ancillary aircraft services and related customer services and support.

ii. The FBO shall have and maintain the equipment that is required to safely and efficiently tow the aircraft frequenting the Airport, including at least one (1) tug and tow bars with rated draw bar rating sufficient for such aircraft.

iii. The FBO must have capability to remove disabled aircraft from any Airport movement surface or safety areas.

iv. The FBO shall maintain the tools and necessary supplies for the servicing of aircraft types expected to use the Airport.

d. Concierge Services - The FBO must have available:

i. A minimum of one (1) courtesy car for customer services and support.

ii. A telephone for public use.

iii. A pilot and passenger lounge with restrooms, water and/or coffee or other drinks that may be provided complimentary or for sale.

3.5 Subcontracting Services, Subleasing, Restrictions

a. The FBO may subcontract aircraft maintenance and repair services and the retail sale of aircraft parts and accessories, provided that such subcontractor meets the SASO requirements of these Minimum Standards as stated therein and, in such areas, as are approved by the Airport Director. The subcontractor must be based on the Airport.

b. The FBO shall not sublease, permit, or allow any other person to operate as a SASO within the FBO leased or permitted area, or to conduct any business venture, without the prior written approval of the Airport Director.

3.6 Fuel Flowage Fees

The FBO shall pay the Airport Fuel Flowage Fees on all Jet A, Avgas, Mogas and/or any alternative fuel delivered on Airport property.

Current Airport Fuel Flowage Fees are included in the Airport's current Schedule of Rates and Charges as maintained by the Airport Director.

SECTION 4.0 - SPECIALIZED AVIATION SERVICES OPERATOR (SASO)

4.1 General Requirements

No person may operate as an SASO unless that person has received a currently valid written authorization from the City in addition to the requirements of Conducting Business at the Airport (Section 2.2). A SASO must meet the following requirements specific to each activity the SASO will conduct.

a. The entity must have:

i. A lease with sufficient and appropriate land and square footage to conduct the functions of the SASO as it has represented it will perform for a period of a minimum of twelve (12) months for either leased Airport property or Airport property with City-owned facilities on it, said lease having been approved by the City.

ii. A sublease from an FBO or another SASO with sufficient and appropriate space to conduct those functions as a SASO that the City has approved and shall set out in the written authorization. The sublease shall define the type of business and service to be offered by the sub-lessee SASO. The sub-lessee SASO shall meet all the Minimum Standards established by the City for the categories of services to be furnished by the SASO. The Minimum Standards may be met in combination between the lessee and sub-lessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sub-lessee that shall be used to meet the standards.

b. For a multiple services SASO engaged in any two (2) or more of the aeronautical services for which Minimum Standards have been herein provided:
    i. The SASO shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all aircraft owned or under lease by the SASO.
    ii. The SASO shall obtain, as a minimum, insurance coverage that is equal to the greater requirement for all individual aeronautical services being performed by the SASO.
    iii. The SASO shall have in its employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards for each aeronautical service the SASO is performing. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the SASO.
    iv. A SASO providing three (3) or more services shall lease a sufficient number of aircraft tie-down spaces or hangar space to meet the needs of the operations proposed.

4.2 Aircraft Sales/Brokerage

All SASOs conducting Aircraft Sales/Brokerage operations must meet the following additional requirements:

a. Maintain an approved aircraft dealer's certificate from the FAA (if selling more than two (2) aircraft per year). All aircraft dealers shall hold a dealership license or permit as required by the state.
b. The leasehold shall contain adequate square footage of land to provide for storage of aircraft and display as dictated by anticipated on-site inventory.
c. One (1) person holding a current commercial pilot certificate with ratings appropriate for the type of aircraft to be demonstrated.
d. Ensure that all other fees and taxes applicable to the sale of Aircraft are paid to the appropriate parties.

4.3 Airframe, Engine and Accessory Maintenance, and Repair Services

All SASOs conducting Airframe, Engine and Accessory Maintenance, and Repair Services must meet the following additional requirements:

a. The leasehold shall contain sufficient square footage to provide space to accommodate parking for at least one (1) aircraft and building area that will provide adequate area to service aircraft undergoing maintenance.
b. Employ and have on duty during normal business hours at least one (1) person who is currently certified by the FAA with ratings appropriate to the work being performed and who holds a current Airframe and Power Plant rating.

c. Conduct maintenance and repair operations, or business activities inside hangars or other structures designed for such activities unless the activity needs to be done outside of a hangar. Specific lease agreement and/or fire codes shall determine what hangars and other structures shall be approved for Aircraft Maintenance and Repairs.
d. Hangar space shall be leased for such SASOs operations.
e. All maintenance and or repair services shall comply with the Current Edition of the International Fire Code (IFC) and applicable National Fire Protection Association (NFPA) Standards latest editions to include but not limited to NFPA 409, *Standard for Aircraft Hangars*, NFPA 410, *Standard on Aircraft Maintenance*.

4.4 Aircraft Rental

All SASOs conducting Aircraft Rental Services must meet the following additional requirements:

a. The leasehold shall contain sufficient square footage of land to provide space for aircraft parking.
b. Aircraft must be airworthy and owned or leased in writing to the operator. Records of airworthiness and maintenance must be made available to the renter.

4.5 Flight Training Services

All SASOs conducting flight training services meet the following additional requirements:

a. One (1) person properly certified by the FAA as a flight instructor that encompasses the type of training offered.
b. One (1) airworthy aircraft owned or leased in writing to the operator. Aircraft shall be properly certified and equipped for the type of flight instruction offered.
c. Have use of appropriate office space and adequate classroom facilities either at the Airport or at such other off-Airport location as needed for proper operations of the flight training services for the amount and type of training involved.

4.6 Avionics, Instruments or Propeller Repair Services

All operators conducting Avionics, Instruments or Propeller Repair Services must hold an FAA Repair Station Certificate and ratings and meet the following additional requirements:

a. The leasehold shall contain sufficient square footage of land and building that will accommodate the aircraft to be serviced.
b. One (1) person properly certified by the FAA as a repairman qualified in accordance with the terms of the Repair Station Certificate.
c. Conduct operations or business activities only inside hangars or other structures designed for such functions unless the activity needs to be done outside of a hangar.

4.7 Aircraft Charter and Air Taxi Services

All SASOs conducting Aircraft Charter and Air Taxi Services must meet the following additional requirements:

a. The leasehold shall contain sufficient square footage of land and building which will accommodate the intended level of operations at the Airport including but not limited to handling of luggage, ticketing, ground operations, and other related activities. Climate controlled space with restrooms and seating must be provided to passengers.
b. One (1) person currently certified as a commercial pilot who is appropriately rated to conduct the air taxi service offered.
c. One (1) four-place aircraft, owned or leased in writing to the operator, meeting all requirements of the Air Taxi/Commercial Operator Certificate held and which also require instrumentation capability under FAR Part 135.

4.8 Hangar Leasing Services

All SASOs conducting Hangar Leasing Services or the business of leasing, renting, or licensing hangars to aircraft owners and operators solely for storing aircraft, must meet the following additional requirements:

a. Lease sufficient land to accommodate the proposed number of hangars based on compliance with applicable FAA Minimum Standards for the storage of aircraft.
b. Construction plans and specifications for hangars including minimum hangar sizes and architectural design plans are subject to the written approval of the Airport Director.
c. Register with the Airport Director the aircraft based at the Airport stored within the Operator's Hangars on an annual basis.
d. All Hangar Operators leasing, renting, or licensing hangars shall maintain the types and amounts of insurance required for this service.
e. Abide by and fulfill City codes regarding adequate restroom facilities as governed by the City of Big Spring Building Codes. Requirements for providing restrooms may be met through facilities available at the FBO, terminal building/airport administration building, or other public buildings as allowed.

4.9 Specialized Commercial Flight Services

A specialized commercial air activity is any person, firm, or corporation performing aircraft support services or providing the use of aircraft for, but not limited to non-stop sight-seeing flights, aerial photography or survey; banner towing and aerial advertising; firefighting or fire patrol; power line, underground cable, or pipeline patrol; or any other operations specifically excluded from FAR Part 135 or directly related to aircraft support or transportation. Any operator engaging in specialized air flight services must meet the following additional requirements:

a. The leasehold shall contain sufficient square footage of land for aircraft parking and tie downs and buildings to accommodate aircraft intended for use in this service.
b. One (1) person currently certified by the FAA as a commercial pilot with the appropriate ratings for the aircraft to be flown.
c. One (1) airworthy aircraft owned or leased to the operator.

4.10 Aerial Applicators/Agricultural Spraying Operators

Agricultural spraying operations will be conducted in accordance with procedures approved by the Airport Director and made known to all persons conducting agricultural spraying operations. All associated ground operations shall be conducted only on designated Airport areas. All Operators will comply with all federal, state, and local agencies including the United States Environmental Protection Agency (US EPA), the Texas Commission on Environmental Quality (TCEQ), Texas Department of Health, Texas Department of Water Resources, the Texas Department of Agriculture, and the code of ordinances and regulations of the City of Big Spring and Howard County. All operations in and around the Airport shall not include reckless flying or careless chemical handling. Chemicals used in agricultural spraying operations shall be dispensed, maintained, and stored in accordance with the label directions. Washing of agricultural spraying aircraft and flushing of such aircraft spray cans or hoppers will be accomplished in accordance with the standards of the US EPA and TCEQ in an area so designated by the Airport Director. Agricultural spraying aircraft operators shall not exceed the maximum gross hopper weight stamped on the agricultural aircraft's hopper by the aircraft manufacturer or listed in the aircraft's specifications. Agricultural aircraft shall not take off or land on the dirt or grass between the runway lights and the property line fence(s), nor take off or land down wind. Takeoff and landing procedures in accordance with "Takeoff and Landing Rules" contained in the Rules and Regulations will be always observed.

All SASOs conducting Aerial Applicators/Agricultural Spraying operations must meet the following additional requirements:

a. The leasehold shall contain sufficient square footage for the appropriate land size and building to accommodate the intended operations.
b. Operators engaging in aerial applications must hold a current Agricultural Aircraft Operator Certificate issued by the FAA under Part 137 of the Federal Aviation Administration Regulations.
c. One (1) person holding a current commercial pilot certificate properly rated for the aircraft to be used and meeting the requirements of Part 137 of the FAA and applicable regulations of the State of Texas.
d. One airworthy aircraft meeting all the requirements of Part 137 of the FAA and applicable regulations of the State of Texas shall be owned or leased under contract and based on the Operator's leasehold.

4.11 Mobile Aircraft Washing Services

Aircraft washing is restricted to designated wash rack areas and/or other areas permitted under an approved Aircraft Washing Plan. All SASOs conducting Mobile Aircraft Washing Services must meet the following additional requirements:

a. Obtain approval of an Aircraft Washing Plan that contains the following information:
   i. Name of individual/company conducting washing services, contact name and phone number.
   ii. A site map of the area in which washing will occur. The site map must contain the following:
      - An outline of the washing location to include location of runoff control structures.
      - Approximate distance (in feet) from washing area to nearest drain(s).
      - Reference to buildings, terminal, roads, etc.
      - North arrow.
b. Provide a detailed description of washing method/operation, including the following details:
   i. Wash water containment method(s), (ramp scrubber, containment boom, dry, etc.).
   ii. Amount of water used per wash and frequency of operation.
   iii. Name and amount of chemical(s) used per wash.
   iv. If "dry" washing or washing/coating operations are to be conducted; provide affirmation that tarps will be used to collect residual material for its proper disposal and protect the ramp (if appropriate).
c. Maintain Safety Data Sheets (SDS) and/or Material Safety Data Sheets (MSDS) for all chemicals to be used.
d. The method of disposal of retrieved wash/wastewater. If water is to be disposed of on Airport property, the following steps must be taken:
   i. Disposal of wash/wastewater must be done through an oil/water interceptor into the sanitary sewer system; and
   ii. Approval for the discharge of wash/wastewater on Airport property must be obtained from the Airport Director. The approval letter must be included in the final washing plan.

4.12 Independent Aeronautical Service Operators

Independent aeronautical service operators without a lease or a physical base at the Airport are permitted by Grant Assurance 22 and 23 to perform aeronautical services at the Airport. This would include individual airframe and/or powerplant (A&P) mechanics, mobile repair units dispatched by a repair station, or other specialty maintenance providers. The following minimum requirements must be met:

a. Obtain a business permit issued by the Airport before work begins.

b. Meet minimum insurance requirements and list the City as an additional insured.
c. Must hold a current certification by the FAA with ratings appropriate to the type of activity being performed.
d. Abide by the Airport's Rules and Regulations.
e. Provide location of the facility where maintenance will be performed and adhere to local ordinances, fire codes and building codes that may be applicable to the facility.

4.13 Flying Clubs

A Flying Club is any person, firm or cooperation engaged in ownership or lease of aircraft that provide flying services only to its members. Any flying club proposing to base their operation at the Airport must comply with the applicable provisions in these Minimum Standards. However, they shall be exempt from regular Commercial Operator requirements upon satisfactory fulfillment of the conditions listed below:

a. Club must be a non-profit corporation or partnership organized for the expressed purpose of providing its members with aircraft for their personal use.
b. Each member must be a bona fide owner of the aircraft, a stockholder in the corporation, or a partner in the partnership.
c. Neither the club nor any member may derive a profit from the operation, maintenance, or replacement of its aircraft. Club aircraft may not be used by other than members for rental, and by no one for commercial operations.
d. Flight instruction may be given in club aircraft provided that the instructor is authorized to provide flight training and is a member of the club and who shall not receive remuneration in any manner for such service.

The flying club shall file with the Airport Director a copy of its by-laws, rules, articles of association, partnership agreement or other documentation supporting its existence; shall keep current with the Airport Director a roster or list of members annually, including the names of the officers and director; evidence that ownership of the club aircraft is vested in the club; investment share held by each member to be revised on a semi-annual basis; and the number and type of aircraft.

The club shall maintain a set of books showing all club income and expenses. These books shall be available for inspection by the Airport Director. The club must also provide as a minimum the following:

a. The leasehold shall contain sufficient square footage of land for building, aircraft parking or tie downs.
b. If the operator conducts flight training, it shall have in its employ or as a member at least one (1) person who has been properly certificated by the FAA as a flight instructor.
c. One (1) certificated and airworthy aircraft owned or leased in writing to the operator.

SECTION 5.0 - LEASING

5.1 Conflicts in Lease

Should any portion of these Minimum Standards conflict with the conditions of any lease agreement executed by the City, the conditions in the executed lease agreement will control over these Minimum Standards for the remainder of the lease term or renewal thereof.

5.2 Exclusive Rights

No person may be granted in fact or by written instrument any exclusive right in violation of the FAA Grant Assurances applicable to the Airport. Determination of the existence of a prohibited exclusive right lies within the exclusive jurisdiction of the FAA. If FAA determines any provision of a written instrument or a practice in fact constitutes a grant of a prohibitive exclusive right, such provision or grant shall be deemed void.

5.3 Ground Lease Applications

A request shall be made to the Airport Director, who will provide the applicant with instructions on the information that is needed to proceed with the request. The following shall be required for all applications to lease:

a. Concept plan including preliminary sketches of construction and infrastructure build out.
b. Timeline to complete project.
c. Intended aeronautical use of project.

5.4 City Compliance Review

The Airport Director and the City will review the request for compliance with the Airport Layout Plan (ALP), Airport Master Plan, Airport Ordinance, Airport Rules and Regulations, and Minimum Standards. The Airport Director and/or the City may at this time request changes to the proposed lease if above listed compliance is not met. After receipt of a completed request for a lease, the Airport Director and potential lessee will present the lease proposal at the next scheduled Advisory Board meeting. The Advisory Board may defer the proposed lease to a future Advisory Board meeting if additional information or changes to the proposal are required. All lease proposals will be forwarded to the City with a recommendation from the Advisory Board.

5.5 Fees Due from Airport Operators

The following shall be due and payable to the City on or before the 10th business day of each calendar month for charges incurred during the calendar month next proceeding, as follows:

a. Sums due under any leases of land or land with improvements.
b. Sums due under any agreement granting operating rights at or from the Airport.

c. Sums due under lease agreements with Fuel Flowage Fees.

5.6 Terminal Apron Leasing

No two (2) or more related persons/entities (legally, by third degree of consanguinity or affinity, or otherwise) may be granted a lease or any portion thereof on the Terminal Apron or on all or substantially all the land contiguous thereto. Aircraft Operators may lease tie-down spots.

5.7 Lease Cancellation/Reduction in Scope

Land leased on the Airport must be promptly, effectively, and reasonably fully utilized. Any person leasing vacant land on the Airport must commence construction of minimum facilities, as described in the lease with the City, no later than one (1) year from the date of the lease agreement, provided however, that the Airport Director may grant such extensions as they may deem necessary. The facilities shall be completed no later than one (1) year after construction commences.

a. Total Cancellation - If any lessee fails to utilize promptly and effectively any of the leased premises, the Airport Director may lease the tract to another qualified person in accordance with procedures set out elsewhere herein.
b. Partial Cancellation - If a lessee after such two (2) year period (and any extension that may be granted by the Airport Director) is using only part of the area leased to him, the Airport Director may, or on receiving from an otherwise qualified person a bona fide firm offer to lease the unused portion, unilaterally reduce the lease to the area being actually used, provided, however, that in no event (except where lease is totally cancelled) will an FBO's or a SASO's lease be reduced below the minimum required acreage for such operators.

5.8 Lease Charges and Escalation Clauses

All unimproved Airport property shall be leased at an amount per square foot, per year as set by the City. The term of each lease for use of unimproved Airport property shall be set by City, not to exceed forty (40) years.

5.9 Removal and Repair of Unairworthy Aircraft

a. All aircraft, located anywhere on the Airport, must be either: (1) airworthy; or (2) undergoing necessary repairs or maintenance, by an FAA approved license holder. The Airport Director may send a written request for proof of airworthiness to the registered owner of an aircraft at the address on file with the FAA Registration Branch. An Aircraft Owner receiving such request must within thirty (30) days: (1) provide proof of airworthiness; or (2) move the aircraft to an approved repair facility and submit to the Airport Director a letter from such facility stating that repairs necessary to render the aircraft airworthy are being undertaken and the estimated date of airworthiness.
b. If an Aircraft Owner fails to respond appropriately within forty (40) days to an airworthiness enquiry letter, then the Airport Director may assess additional rent

in the amount of (fifty dollars) $50 per day for each day beyond forty (40) days that the aircraft remains at the Airport.

c. If an aircraft remains in an outdoor parking space for more than sixty (60) days beyond expiration of the forty (40) day response, the Airport Director may move such aircraft to other hangered or outdoor parking area as they deem appropriate. Rent after such sixty (60) day period shall be assessed at (one hundred dollars) $100 per day.

SECTION 6.0 - PAYMENTS AND FEES

6.1 Service Charge

An FBO / SASO must pay all responsible rentals, fees, or charges in a timely manner. The Airport Director retains the right to assess a service charge for any late payments due to the owner.

6.2 Bond

An FBO / SASO must show proof of financial responsibility or be properly bonded with the City listed as beneficiary in the event the FBO cannot or will not return the property to an acceptable condition after the term to the lease or if the lease is prematurely terminated.

6.3 Utilities

An FBO / SASO must arrange for water and wastewater, gas, electricity, telephone, and any other utilities it uses on the Airport and pay all responsible charges in a timely manner throughout the term of the lease.

6.4 Taxes

An FBO / SASO will pay all responsible taxes in a timely manner.

6.5 Other

An FBO / SASO will pay all responsible bills in a timely manner. Under no circumstances will the City be responsible for payment of any taxes or bills owed by an FBO / SASO.

SECTION 7.0 - SOLICITATION AND CONDUCT

a. An FBO / SASO will not engage in the solicitation of its fueling or other services on or about the Airport in a loud, offensive, or objectionable manner. In the event of such questionable conduct, the Airport Director owner will be the sole judge in determining if said conduct is a violation of the lease agreement and take all necessary steps to eliminate the undesirable condition, up to and including the termination of the FBO's lease contract.

b. An FBO / SASO will conduct business on the Airport in such a manner as to maintain a friendly and cooperative, though competitive, relationship with other operators engaged in similar businesses on the airport. An FBO / SASO will not

engage in open public disputes, disagreements, or conflicts which would tend to deteriorate the quality of service of either party involved or which would be incompatible with the best interest of the public or the Airport. The Airport Director has the right to resolve all such disputes, disagreements, or conflicts and the Airport Director's determination will be binding upon all FBOs and SASOs operating at the Airport.

SECTION 8.0 - USE AND CONFLICT

Any land, building, paved area, and other infrastructure leased to an FBO / SASO are to be used and occupied solely for the purpose of operating their stated business and no other. The leased Airport property cannot be sublet or divided, except for parking aircraft in hangars, T-hangars, or tie down spaces without the written permission of the Airport Director. Should the FBO / SASO become deceased, be adjudged to be incompetent, or his business declared bankrupt or become insolvent, the leased property and the executed lease contract shall not be considered as a part of the FBO's / SASO's estate or an asset of any appointed or assigned guardian, trustee, or receiver. In such cases, the FBO's / SASO's lease will immediately terminate, and all rights and property returned to the City.

SECTION 9.0 - UNAUTHORIZED USE

An FBO / SASO may not park vehicles, trailers, motor homes, mobile homes, boats, or any other vehicle or trailer on Airport property without written approval of the Airport Director.

SECTION 10.0 - RULES

An FBO / SASO must abide by all laws, rules, regulations, guidelines, terms, and conditions of the City, the Texas Department of Agriculture, the United States Environmental Protection Agency, the National Fire Protection Association, the local and State fire marshals, the Texas Department of Transportation, the Federal Aviation Administration, and any other applicable agencies in regard to the use and storage of pesticides, or other dangerous chemicals, the storage and dispensing of aircraft fuel, the storage, dispensing, and disposal of engine oil, the maintenance and upkeep of the airport facilities, the operation of the FBO's / SASO's business, and the general safety and operation of the Airport.

SECTION 11.0 - INSURANCE

The Airport Owner will provide insurance for all real property located at the Airport under the owner's policy. This policy will be for the sole benefit and protection of the City. The FBO / SASO will be required to provide adequate insurance coverage for his personal property and the contents of any buildings under lease. The FBO / SASO must furnish current proof of these policies to the Airport Director and any changes in those policies must have prior written approval of the Airport Director.

SECTION 12.0 - DEFINITIONS

Terms used in these Airport Minimum Standards are defined below. Words relating to aeronautical practices, processes and equipment will be construed according to their general usage in the aviation industry, unless a different meaning is apparent from the context or specifically defined otherwise. All other words will be construed to their common literal meaning.

a. Airport – Big Spring McMahon-Wrinkle Airport (FAA ID = KBPG or BPG)

b. Airport Operations Area or AOA – The area of the Airport identified in the Airport Security Program that includes the aircraft movement areas, aircraft parking areas, loading ramps, safety areas, and any adjacent areas that are not separated by adequate security systems, measures or procedures.

c. Airport Owner - City of Big Spring, Texas

d. Airport Sponsor - City of Big Spring, Texas

e. City - City of Big Spring, Texas

f. County – Howard County, Texas

g. Fixed Base Operator (FBO) - a Commercial Aeronautical Service Operator/Business (e.g., person, firm or corporation) which maintains facilities at the Airport for the purpose of engaging in the retail sale of aviation petroleum and electrical products, associated line service, aircraft airframe and/or engine repair and a minimum of two (2) of the following: flight instruction, aircraft rental/sales, air taxi, aircraft charter operations, avionics, instrument or propeller repair, or aircraft storage.

h. *Lessee* – someone other than the City who has a possessory interest in real property that is at the airport and owned by the City.

i. Specialized Aviation Service Operators (SASO) - a Commercial Aeronautical Service Operator/Business that is authorized to offer a single or limited service according to established Minimum Standards. Examples of a SASO include but are not limited to the following commercial aeronautical activities: flight training, aircraft maintenance, air charter or taxi, aircraft sales, avionics maintenance, aircraft rental, and sales, and aircraft storage. SASO's are prohibited from offering fuel service for other than its own aircraft.

Tenant - see *Lessee*.

CITY OF
Big Spring

MEMORANDUM

Date: June 24, 2025

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

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

Re: Consideration of Adopting Airport Rules and Regulations for McMahon-Wrinkle Airport

Staff in working with our Aviation Consultant "Woolpert" have developed Airport Rules and Regulations for use at McMahon-Wrinkle Airport. The Minimum Standards were developed under the authority of FAA Order 5190.6B, Airport Compliance Manual, which grants the City of Big Spring as Airport Sponsor the power to regulate the use of McMahon-Wrinkle Airport.

The purpose of the Rules and Regulations is to protect the public health, safety, interest and welfare of the airport and to restrict any activity or action that would interfere with the safe, orderly, and efficient operational use of the airport.

The Rules and Regulations govern the operation, management, and development of the airport. The intent and goal of the Rules and Regulations is to ensure compliance with all federal obligations including Airport Assurances. For McMahon-Wrinkle Airport the establishment of an appropriate and effective Rules and Regulations document is consistent with best administrative and management practices in the aviation industry.

The adoption of the McMahon-Wrinkle Airport Rules and Regulations is designed to complement the Airport Minimum Standards and both documents are integral steps towards the continued promotion and responsible development of McMahon-Wrinkle Airport.

Staff are requesting that City Council authorize the adoption of the proposed Airport Rules and Regulations.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 10 OF THE BIG SPRING CITY CODE ESTABLISHING RULES AND REGULATIONS FOR THE BIG SPRING McMAHON-WRINKLE AIRPORT; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring is a Texas home-rule municipality; and

WHEREAS, adopting this ordinance is in the public interest and is necessary to protect health, life and property, and to preserve the good government, order, and security of the municipality and its inhabitants;

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

SECTION 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. In the Big Spring City Code, Chapter 10 entitled "Aviation," Sections 10-17 and 10-18 are transferred from Article I, entitled "In General" to Article II, entitled, "Aeronautical Activities and Services at Big Spring Airport and Industrial Park."

SECTION 3. In the Big Spring City Code, Chapter 10 entitled "Aviation," Article II, entitled "Aeronautical Activities and Services at Big Spring Airport and Industrial Park," Division 1, entitled "Generally," Section 10-17 is hereby adopted as follows:

Big Spring City Code
Chapter 10, Aviation
Article II, Aeronautical Activities and Services at Big Spring Airport and Industrial Park
Division 1, Generally

Section 10-17. Big Spring McMahon-Wrinkle Airport Rules and Regulations.

(a) Use of airport restricted. No person shall use the airport for any commercial activity, unless approved in writing by the City of Big Spring. The airport was developed with aid from the State of Texas and the United States. These grants include a number of obligations and commitments to the general and flying public, to the state, and to the United States. Any provision of these regulations, any lease, or any practice carried out on or for the airport shall be subordinate to the indenture, and if at variance with the grant requirements, unilaterally reformable at the option of the city or Federal Aviation Administration ("FAA") for conformity with these grants.

(b) A fair and reasonable opportunity, without discrimination, shall be accorded to all operators to qualify or compete for available airport facilities and the furnishing of selected aeronautical services subject to the minimum standards and requirements established by the city and set forth in this article.

SECTION 4. From the Big Spring City Code, Chapter 10 entitled "Aviation," Article I, entitled, "In General," Section 10-2 is hereby transferred to Article II, entitled "Aeronautical Activities and Services at Big Spring Airport and Industrial Park," Division 1, entitled "Generally" to read as follows:

Big Spring City Code
Chapter 10, Aviation
~~Article I, In General~~
Article II, Aeronautical Activities and Services at Big Spring Airport and Industrial Park
Division 1, Generally

~~Section 10-2~~
Section 10-18. Vehicle and pedestrian communications in airport movement areas.

(a) Definitions. In this section:

(1) "Aircraft" means any weight-carrying structure for navigation in the air and which obtains support by the dynamic reaction of the air to any obstruction connected with the structure. Gliders or ultralights, either powered or unpowered, helicopters, hot air balloons and airships will be considered aircraft.

(2) "Airport" means all of the land, improvements, facilities and development of the Big Spring McMahon-Wrinkle Airpark.

(3) "Director" means the director of the airport.

(4) "Movement area" means the runways, taxiways and other landing areas of the airport which are utilized for taxiing, hover taxiing, air taxiing and landings and takeoffs of aircraft, exclusive of ramp areas.

(5) "Vehicle" or "motor vehicle" means any automobile, golf cart, truck, bus, motorcycle, recreational vehicle, bicycle, pushcart, fuel servicing vehicle, tug, or any other device in or by which a person or property is or may be transported or drawn on a roadway, other than a device used exclusively on stationary rails or tracks.

(b) Taxiing aircraft shall have the right-of-way in preference over pedestrians and all other motor vehicles at the airport.

(c) It shall be unlawful for any person to walk or drive a vehicle on or across any portion of the movement area unless that person has received proper authorization from the director or authorized designee to walk or drive on or across any portion of the movement area and:

(1) Is in and maintains constant contact with the authorized UNICOM operator by way of two-way radio; or

(2) Is under escort by an individual who is in and maintains constant contact with the authorized UNICOM operator by way of two-way radio.

(d) A violation of this section shall constitute a misdemeanor criminal offense punishable by a fine not to exceed $500.00.

SECTION 5. In the Big Spring City Code, Chapter 10 entitled "Aviation," Article II entitled "Aeronautical Activities and Services at Big Spring Airport and Industrial Park," Division 1, "Generally" is hereby amended in part to read as follows:

Big Spring City Code
Chapter 10, Aviation
Article II, Aeronautical Activities and Services at Big Spring Airport and Industrial Park
Division 1, Generally

Sec 10-19. – Rules and Regulations.

The City Council adopts the Big Spring McMahon-Wrinkle Airport Rules and Regulations which are attached hereto as Exhibit "A" and apply to commercial operators and commercial tenants of the airport. The rules and regulations are not codified, but copies of the same are on file with the City Secretary's office and the Airport Director's office and may be reviewed during normal business hours at the locations of those offices. Any changes or amendments to the rules and regulations shall be approved by the city council.

~~Sec. 10-19. General statement of policy.~~

~~(a) A fair and reasonable opportunity, without discrimination, shall be accorded to all operators to qualify or compete for available airport facilities and the furnishing of selected aeronautical services subject to the minimum standards and requirements established by the city and set forth in this article.~~

~~(b) Contingent upon qualifications, meeting the established minimum standards, the execution of a written agreement with the city, and the payment of the prescribed rentals, fees and charges, the operator shall have the right and privilege of engaging in and conducting the authorized activities on the city's airport as specified by the written contract. The granting of such right and privilege, however, shall not be construed in any manner as affording the operator any exclusive right of use of the premises and facilities of the airport, other than those premises which may be leased exclusively to him, and then only to the extent provided in a written agreement. The city reserves and retains the right for the use of the airport by others who may desire to use the same, pursuant to applicable federal, state and local laws, ordinances, codes, minimum standards, and other regulatory measures pertaining to such use. The city reserves the further right to designate the specific airport areas in which aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands available for such purpose, consistent with the orderly and safe operation of the airport.~~

~~Sec. 10-20. Definitions of a commercial aviation operator; activities.~~

~~A commercial aviation operator is defined as a person, firm or corporation engaging in any activity which involves or makes possible the operation of aircraft, or which contributes to, or is required for the safety of aircraft operations for profit. Authorized activities shall be strictly limited to any one, or a combination, of the following aeronautical services performed in full compliance with the specific activity standards hereinafter set forth:~~

~~(1) Aircraft sales (new and/or used).~~

~~(2) Airframe and power plant repair facilities.~~

~~(3) Aircraft rental.~~

~~(4) Flight training.~~

~~(5) Line services (aircraft fuels and oil dispensing).~~

~~(6) Specialized aircraft repair services (radios, propellers, instruments and accessories).~~

~~(7) Aircraft charter and air taxi.~~

~~(8) Specialized commercial flying services.~~

~~(9) Multiple services.~~

~~(10) Commercial aviation operators subleasing from another commercial operator on the airport.~~

~~(11) Nonprofit flying clubs and similar nonprofit corporations even though they may provide flight instruction, rental aircraft, and other services for their members only, are not considered commercial aviation operators for purpose, of these standards. Any other activities not specifically provided for in the minimum standards will normally be subject to negotiation.~~

~~Sec. 10-21. Pre-qualification requirements.~~

~~The prospective operator shall submit, in written form to the city manager or his designated representative at the time of his application, the following information and, thereafter, such additional information as may be requested by the city:~~

~~(1) Intended scope of activities. As a condition precedent to the granting of an operating privilege on the airport, the prospective operator must submit a detailed description of the scope of the intended operation and location, and the means and methods to be employed to accomplish the contemplated operating standards and requirements, in order to provide high-quality service to the aviation and general public in the Big Spring air service area, including the following:~~

~~a. The services to be offered.~~

~~b. The amount of land to be leased.~~

~~c. The building space to be constructed or leased.~~

~~d. The number and type of aircraft to be provided.~~

~~e. The number of persons to be employed.~~

~~f. The number and types of insurance coverage to be maintained.~~

~~g. Evidence of financial capability to perform and provide the proposed services and facilities.~~

~~h. The intended location and layout plan of any proposed or future development.~~

~~(2) Financial responsibility. The prospective operator must provide a statement, satisfactory to the city, in evidence of his financial responsibility, from a bank or trust company doing business in the area or from such other source that may be acceptable to the city and readily verified through normal banking channels. The prospective operator must also demonstrate financial capability to initiate operations and for the construction of improvements and appurtenances that may be required commensurate with the concept of the proposed operation, and shall also indicate his ability to provide working capital to carry on the contemplated operations, once initiated.~~

~~(3) Experience. The prospective operator shall furnish the city with a statement of his past experience in the specified aviation services selected by him and to be supplied by him on the city's airport.~~

~~Sec. 10-22. General requirements.~~

~~(a) Requirement of a written agreement. Prior to the commencement of operations, the prospective operator will be required to enter into a written agreement with the city, which agreement will recite the terms and conditions under which he will operate his business on the airport, including, but not limited to, the term of agreement; the rentals, fees and charges; the rights, privileges and obligations of the respective parties and other relevant covenants. Neither the conditions herein contained nor those set forth in the schedule of minimum standards and requirements represent a complete recitation of the provisions to be included in the written agreement. Such contract provisions, however, will not change or modify the minimum standards requirements, or be inconsistent therewith.~~

~~(b) Site development standards.~~

~~(1) Physical facilities.~~

~~a. The minimum space requirements, as hereinafter provided, shall be satisfied with one building, attached buildings, or separate buildings. A hangar building shall have at least one door that will accommodate aircraft for that particular operation.~~

~~b. The operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office from the parking lot, and telephone facilities for customer use. Floor space allotments shall include office, customer lounge, and restroom facilities, all properly heated and lighted.~~

~~(2) Personnel. The operator shall have in his employ, and on duty during operating hours, trained personnel in such numbers as are required to meet the minimum standards and requirements set forth in an efficient manner for each aeronautical service being performed. The operator shall also provide a responsible person in the office to supervise the operations in the leased area on the airport and with authorization to represent and act for, and on behalf of, the operator during all business hours. All personnel hereinafter required to hold Federal Aviation Administration certificates and ratings shall maintain such certificates and ratings.~~

~~(c) Insurance. The operator shall procure and maintain insurance of the types and in the minimum limits set forth in the schedule of minimum standards for the respective categories of aeronautical services. The insurance company writing the required policy shall be licensed to do business in the state. Where more than one aeronautical service is proposed, the minimum limits will vary dependent upon the nature of individual services in such combination. All insurance, which the operator is required by the city to carry and keep in force, shall include the city, the city council, the airport and industrial park steering committee and aviation committees, the airport board, the city manager of the city, and the officers, agents and employees of the city as additional named insured. The operator shall furnish evidence of his compliance with this requirement to the city manager or his designated representative and will furnish additional certification as evidence of changes in insurance not less than ten days prior to any such change, if the change results in a reduction in overages, and not more than five days after such change if the change results in an increase in overages. The applicable insurance coverage shall be in force during the period of construction of the operator's facilities and/or prior to his entry upon the airport for the conduct of his business.~~

~~(d) General lease clauses. These lease clauses shall be contained as a minimum in all leases between the city and operator engaged in any aeronautical service on the airport.~~

~~(1) Notwithstanding any other or inconsistent provision of this agreement, during the performance of this agreement, lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration for this agreement, does hereby covenant and agree, as a covenant running with the land, that:~~

~~a. No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination in the use of the premises.~~

~~b. In the construction of any improvements on, over or under the premises, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.~~

~~c. The lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR 21, sub-title A, Department of Transportation, Office of the Secretary, Nondiscrimination in Federally Assisted Programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1954, and as said regulations may be amended.~~

~~d. In the event of breach of any of the above nondiscrimination covenants, the lessor shall have the right to terminate this agreement and to reenter and repossess the premises and hold the same as if said agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR 21 have been followed and completed, including expiration of appeal rights.~~

~~(2) Aircraft service by owner or operator of aircraft. No right granted herein shall operate to prevent any person, firm or corporation operating aircraft on the airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.~~

~~(3) Non-exclusive rights. It is not the intent of this agreement to grant to the lessee the exclusive right to provide any or all of the services described in this article at any time during the term of this agreement. The lessor reserves the right, at its sole discretion, to grant others certain rights and privileges upon the airport which are identical in part or in whole to those granted to the lessee. However, the lessor does covenant and agree that:~~

~~a. It shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the airport;~~

~~b. Any other operator of aeronautical endeavors or activities will not be permitted to operate on the airport under rates, terms or conditions which are more favorable than those set forth in this agreement; and~~

~~c. It will not permit the conduct of any aeronautical endeavor or activity at the airport except under an approved lease and operating agreement.~~

~~(4) Airport development. The city reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the views of the operator, and without interference or hindrance. If the physical development of the airport requires the relocation of the operator, the city agrees to provide a comparable location with similar facilities, and agrees to relocate all operator-owned buildings or provide similar facilities for the operator at no cost.~~

~~(5) City's rights. The city reserves the right (but shall not be obligated to the operator) to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the same together with the right to direct and control all activities of the operator in this regard.~~

~~(6) War or national emergency. During any time of war or national emergency, the city shall have the right to lease the landing area or any part thereof to the United States Government for military use and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended or modified in whatever manner is appropriate to the situation.~~

~~(7) Airport obstructions. The city reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the operator from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the city, would limit the usefulness of the airport or constitute a hazard to aircraft.~~

~~(8) Subordination. This agreement shall be subject and subordinate to the provisions of the indenture and the amendment to indenture whereby the lessor derived title to the premises from the United States and to any existing or future agreement between the lessor and the United States, or any agency thereof, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the airport; provided, however, that the lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of the lessee in and to the premises, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of lessors of the United States pursuant thereto.~~

~~(9) Compliance with laws, etc. The lessee shall comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by the lessor, and the lessee shall keep in effect and post in a prominent place all necessary and/or required licenses or permits.~~

~~(10) Indemnity. To the extent not covered by insurance carried in favor of the lessor, the lessee shall keep and hold harmless the lessor from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person, including agents or employees of lessor or lessee, by reason of death or injury to persons or loss or damage to property, resulting from the lessee's operations, or anything done or omitted by the lessee, under this agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the acts or omissions of the lessor or its agent or employees.~~

~~(11) Misrepresentation. This agreement constitutes the entire understanding between the parties, and as of its effective date, supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.~~

~~(e) Miscellaneous. The prospective operator may select one or a combination of the aeronautical services covered by the city's minimum standards and requirements. Where more than one activity is proposed, the minimum requirements will vary (dependent upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. Because of these variables, the applicable minimum standards on combinations of services will be discussed with the prospective operator at the time of his application or, otherwise, during lease negotiations.~~

~~The pertinent minimum standards and requirements for any commercial aviation operator will be predicated upon the nature of his initial business venture. If, at a later date, the business is expanded to encompass new and additional types of services, the negotiated minimum standards established for these additional services shall immediately apply.~~

NOTE* Language to be added appears <u>underlined</u> and language to be deleted is ~~stricken~~.

<u>SECTION 6.</u> All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Nevertheless, this Ordinance does not affect rights, duties, or liabilities that matured, penalties that were incurred, and proceedings that were begun, before its effective date. The law remains in force for the purpose of sustaining any proper action or prosecution for the enforcement of the right, penalty, forfeiture or liability.

<u>SECTION 7.</u> All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict.

<u>SECTION 8.</u> Should any one or more sections or clauses of this Ordinance be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining

provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 9. It is hereby officially found and determined that the meetings at which this Ordinance was adopted were open to the public and that public notice of the time, place and purpose of said meetings was given as required by law.

SECTION 10. This Ordinance is ordered to be codified, except Exhibit A will not be codified.

SECTION 11. This Ordinance shall become effective upon its second publication according to law.

SECTION 12. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the _____day of _____, _____, 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 _____day of _____, _____, with all members of the Council voting "aye" for the passage of same.

_____
Robert H. Moore III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

Big Spring McMahon-Wrinkle Airport

Rules and Regulations

City of Big Spring, Texas

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AIRPORT RULES AND REGULATIONS

SECTION 1.0 INTRODUCTION

These Big Spring McMahon-Wrinkle Airport Rules and Regulations ("the Rules and Regulations") are promulgated under the authority of FAA Order 5190.6B, *Airport Compliance Manual*, which grants the City of Big Spring ("City" or "Airport Owner" or Airport Sponsor") the power to regulate the use of the Big Spring McMahon-Wrinkle Airport ("Airport"). The purpose of the Rules and Regulations is to protect the public health, safety, interest, and welfare of the Airport and to restrict any activity or action that would interfere with the safe, orderly, and efficient operation and use of the Airport.

The Rules and Regulations govern the operation, management, and development of the Airport. These Rules and Regulations do not preempt applicable federal and state regulations and laws governing operations on and near the Airport. In the case of any conflict, federal and state regulations and laws prevail. In addition, it is the intent and goal of the Airport that these Rules and Regulations be fully compatible and consistent with Federal Aviation Administration (FAA) grant assurances.

For the Big Spring Mc Mahon-Wrinkle Airport, the establishment of an appropriate and effective Rules and Regulations document would be consistent with its best administrative and management practices. Additionally, it should be noted that for a Rules and Regulations document to provide the greatest benefit to the City's citizens and its flying public, this document should be adopted by the City. Such an action would provide the Airport Director with enforcement authority, including providing penalties for violations.

SECTION 2.0 PURPOSE, AUTHORITY, OBLIGATIONS, WAIVERS, & EXEMPTIONS

2.1 Purpose and Scope

An ordinance providing Rules and Regulations for the efficient and safe operation of the Big Spring Mc Mahon-Wrinkle Airport; and to provide the greatest service for the citizens of the City of Big Spring and the aviation public is adopted by the City providing enforcement by the Airport Director.

2.2 Authority

The Airport Director shall always have the authority to enforce the provisions of these Rules and Regulations. In any instance not specifically covered by this article, the Airport Director is authorized to make such emergency Rules and Regulations and render such decisions as are necessary to protect the public health, welfare, and safety, and the airport property and facilities. Such emergency Rules and Regulations shall be posted in prominent places at the Airport premises and shall remain in effect for 30 days unless sooner adopted or rejected by the City.

2.3 Legal Obligations

Legal obligations imposed on the Airport by federal, state, or local requirements, and which affect, directly or indirectly, aeronautical activity, shall be deemed a part of these Rules and Regulations, and shall be incorporated into any new agreement, extension, or amendment of any pre-existing agreement and/or lease.

2.4 Waiver of Liability

Any permission granted by the Airport Director to use the Airport and its facilities, or to fly to, from, or over the same shall be at all times conditioned upon the assumption of full responsibility and risk associated therewith. It shall be a further condition thereof that each person, as consideration of the use of the Airport and its facilities, shall at all times release the Airport, the Airport Director, City and its employees from and against any and all liability, responsibility, loss or damage, resulting to any such person or caused by or on his behalf, and incident to the manner in which Airport is operated, constructed or maintained, or served from within or without, or used from without. The use of the Airport by any person for any purpose, or the paying of fees thereof for the taking off or landing of aircraft therein shall be itself an acknowledgement that such person accepts such privileges on the conditions herein set forth.

2.5 Exemptions

The Airport Director may upon written application, grant an exemption from the application of a regulation, when satisfied, after an examination of the circumstances supporting the application, that the public interest will be served by such grant, and may impose such conditions as may be deemed necessary to effectuate the policies set forth by the Airport.

2.6 Signature Authority

Notwitstanding any other provision herein, these Rules and Regulations do not create or modify signature authority for contracts on behalf of the City as may be delegated from City Council.

SECTION 3. GENERAL RULES AND REGULATIONS

These Rules and Regulations shall be observed in the use and operation of the Airport:

3.1 Controlling Authority

The Airport (or its agents) shall be the controlling authority for all operations at the Airport, including the AOA.

3.2 Federal Air Traffic Rules

Federal Air Traffic Rules of the Federal Aviation Administration (FAA) for aircraft operated within the United States, and presently or hereafter effective, are hereby referred to, adopted, and made a part hereof as though fully set forth and incorporated herein.

3.3 Hours of Operation

The Airport is available to users 24 hours each day, seven days each week. However, the Airport Director may close the Airport or restrict access in the interest of safety, in which case such restrictions will be published in FAA Notice to Airmen (NOTAM), as applicable.

3.4 Right of Entry

The City of Big Spring reserves the right to enter upon any premises leased at the Airport for the purpose of making inspections as to the condition of the premises and proper enforcement of rules to ensure the safety and security of all tenants and users.

3.5 Safeguard of Persons and Property

The Airport Director shall always have authority to take necessary and legal action to safeguard any person, aircraft, equipment, or property at the Airport.

3.6 Protection of all Persons and Property

All FBOs, SASOs, and tenants shall provide adequate protection for the safety of all persons and the property of persons using the premises under the control of the operator or tenant.

3.7 Safety of Aeronautical Activities

All aeronautical activities at the Airport shall always be conducted with consideration for the safety of all airport users, other persons, and property located at or about the Airport.

3.8 Registration

Each person owning an aircraft based at the Airport, or any person based and receiving flight instruction toward an FAA rating at the Airport shall register at the office of the Airport Director their name, address, telephone number, email address, aircraft model, aircraft registration "N" number, and the name, address, email address, and telephone number of their next of kin or person to be notified in case of an accident or emergency.

3.9 Trespassing

No person shall trespass, use, or occupy any area of the Airport for any purpose, except as authorized by law, the City and/or the Airport Director.

3.10 Visitor Obligations

Any person visiting the Airport for the purpose of transacting business with the Airport, its agents, any FBO, SASO, or tenant shall exercise the highest degree of care in any area where aircraft are or may be operating. Failure to exercise safe and reasonable care will result in termination of the visitation.

3.11 Access to Airport Property

The only area of the Airport to which the public may have access is the terminal/administration building and the motor vehicle parking area which abuts it. All other areas of the Airport are deemed off-limits and unauthorized areas to the public. The Airport Director may revoke such privileged access from any member of the public, when in their judgment, the conduct of any such member of the public is deemed a hindrance to the safe or orderly operation of the Airport and may cause such member to be removed from the Airport. Overnight parking of motor vehicles is prohibited, except with the express permission of the Airport Director. A parking permit must be obtained from the Airport Director prior to parking / leaving motor vehicles in the parking lot for any period beyond 24 hours.

3.12 Use of Airport Operating Area (AOA)

Any use of the AOA is prohibited, except as may be authorized by law, and unless in strict conformance with the requirements of the Rules and Regulations and/or the Airport Director, as published herein.

3.13 Surreptitious Activities

Any person observing suspicious, unauthorized, or criminal activities should report such activities immediately to the Airport Director, Big Spring Police Department, officers of the Texas Department of Public Safety, and the Transportation Security Administration Information Hotline at 1-866-GASECUR(E) or 1-866-427-3287. Any person observing suspicious, unauthorized, or criminal activities should report such activities immediately to the Airport Director, officers of the Big Spring Police Department, officers of the Texas Department of Public Safety, and the Transportation Security Administration Information Hotline at 1-866-GASECUR(E) or 1-866-427-3287.

3.14 Repairs to Aircraft

No aircraft shall be repaired on any part of the landing or takeoff area. All outside repairs shall be made only at places designated by the Airport Director for such purpose. Major engine, airframe, or avionics repairs shall be conducted by a properly licensed mechanic or other person authorized by the FAA within a hangar or building rented, leased, or owned for such commercial purposes. Any preventative maintenance authorized by FAR Part 43 may be made by the owner or operator of any aircraft, but only within a hangar leased or owned by that aircraft owner or operator or at places designated by the Airport Director for such purpose.

3.15 Persons Authorized to Perform Aircraft Repairs

Performance of all repairs, maintenance, or services to any aircraft at the Airport shall be limited to a certified commercial operator, the owner of the aircraft, or direct employees of the owner (not including contractors), and none other. Importation of any other persons to perform repairs, maintenance or services for profit to the based aircraft is prohibited unless the requirements as stipulated within the Minimum Standards for said operators are fulfilled.

3.16 Location of Aircraft Repair Operations

No open-air repair services will be permitted, except on leased areas, unless authorized by the Airport Board and/or the Airport Director, except preventive maintenance as specified in FAR part 43.

3.17 Unauthorized Equipment and Signage

No signs, non-aeronautical equipment, portable buildings, or trailers may be erected, moved-in, or installed in areas suitable for aircraft storage, except as authorized by the Airport Director. Vacant space within a hangar, which is unsuitable for aircraft storage, may be utilized for alternate uses if they adhere to all safety and security requirements outlined within this document.

3.18 Through-The-Fence (TTF) Operations Prohibited

No private individual, partnership, FBO, company, or corporation shall be permitted direct ground access to the Airport, runways or taxiways by their aircraft, customers' aircraft, or private vehicle from property not owned by the Airport. Furthermore, no off-airport private individual, partnership, company, corporation, will be permitted to conduct business at the Airport without authorization from the City.

3.19 Lien for Charges

To enforce the payment of any charge for repairs, improvements, storage, or care of any personal property by the City or its agents in connection with the operation of the Airport, the City may place a lien upon such personal property, which shall be enforceable as provided by law.

3.20 Lien Possessory Right

To enforce the payment of any such charge, the Airport Director may retain possession of such personal property until all reasonable, customary, and usual compensation has been paid in full.

3.21 Aircraft Accidents/Incidents

On the occasion of an aircraft accident or incident, local City and County first responders shall be contacted immediately. After the call for first responders, the Airport Director or their authorized agent must contact the FAA's FTW Central Regional Operations Center at 817-222-5006. The Center will then coordinate with all other relevant agencies as required including the North Texas Flight Standards District Office (FSDO), and if required, the National Transportation Safety Board (NTSB). Removal of disabled or wrecked aircraft is by permission from FAA only.

3.22 Commercial Photography

No person shall take still, motion or sound pictures of, or at, the Airport for commercial purposes without first receiving a duly authorized permit from the City and written approval from the Airport Director. This regulation does not apply to bona fide coverage by the news media conducting their business in authorized areas.

3.23 Signage and Advertisements

No fixed or portable signs for advertising and no external building advertising will be permitted at the Airport except as specifically authorized by the Airport Director. No person shall post, distribute, or display signs, advertisements, circulars, printed or written matter at the Airport without written permission from the Airport Director.

3.24 Solicitation, Picketing, or Demonstrations

No person shall solicit funds for any purpose at the Airport, without prior notification to the Airport Director who may demand proper identification and who shall ascertain that all necessary licenses and permits have been secured. Any unauthorized posting, display or distribution shall be subject to immediate removal and discard by the Airport Director, without recourse. All fees or costs associated with the removal of said posting and/or display will be borne by the offending individual or group.

3.25 Lost or Abandoned Property

Any person coming into possession of lost or abandoned articles of money or personal property shall present said articles to the Airport Director for safekeeping and disposition in accordance with the law.

3.26 Special Events

Special events such as air shows, fly-ins, and all events requiring the general use of the Airport by the public, other than normal or routine airport traffic, shall be held only upon the prior approval of the City and/or Airport Director subject to all applicable FAA and the Texas Department of Transportation (TxDOT) Aviation Division regulations and on such dates, in such areas and upon such terms and conditions as shall be specified by the City and/or Airport Director. The event sponsor shall also be responsible for obtaining any necessary city permits. Additionally, the sponsor must comply with the following requirements:

1. The event sponsor must submit a formal event application to the City and/or Airport Director for review and approval.

2. The event sponsor must submit a certificate of insurance to the City and/or Airport Director that fulfills the requirements detailed in the Minimum Standards. This submittal must occur no later than thirty (30) days before the event.

3.27 Airport Snow and Ice Removal

The following principles regarding snow removal shall be adhered to in maintaining safe operating conditions on airport movement areas.

1. Drifted or windrowed snow will be removed completely and promptly from the runway, taxiway, and ramp surfaces.

2. In the event of heavy snow accumulation, the height of snowbanks alongside usable runway, taxiway and ramp surfaces must be such that all aircraft propellers, engine pods, rotors and wingtips will clear each snowdrift and snowbank when the aircraft is operated or is towed on any full-strength portion of the movement area.

3. If the snow removal crew is unable to comply promptly with the requirements stated above, the Airport Director or his representative will utilize the NOTAM system to describe the conditions and will promptly notify airport users.

4. Snow removal operations are to commence when snow accumulation has ended during daylight hours. The runway will be closed for aircraft use during snow removal operations.

5. Priority of snow removal operations are as follows: Runways, Taxiways, Aprons, Access Roads, and Auto Parking Areas (as time permits).

6. Snow is to be plowed off the aircraft movement area wherever possible.

7. The City does not use and/or approve the use of corrosive chemicals in, on and/or through airport equipment. The risk of aircraft contamination far exceeds any value obtained by their use.

3.28 Damage to Airport

Any person, individual, or the owner of any aircraft causing damage of any kind to the Airport, whether through violation of any of these rules, through vandalism, or any act of negligence, shall be liable to the City.

3.29 Injury to Person

Persons entering the Airport groundside property by automobile, other vehicular conveyance, or on foot (does not include persons in aircraft using approved airside facilities) do so at their own risk and with no liability incurring to the City for any injury or damage to person or property. Further, any person desiring to use the Airport shall observe and obey all laws, resolutions, orders, rules, and regulations promulgated and enforced by the City or by any other authority having jurisdiction at the Airport.

3.30 Licensed Pilots

Only aircraft with current and correct FAA Certificates of Registration and Airworthiness and persons holding valid and current airman and medical certificates issued by the FAA, for those flight operations requiring medical certificates, shall be authorized to operate aircraft at the Airport except as provided in this ordinance. This limitation shall not apply to student-in-training under licensed instructors or to public aircraft of the federal

government or of a state, territory, or political subdivision thereof, or to aircraft licensed by a foreign government with which the United States has reciprocal agreement covering the operation of such licensed aircraft. Use of the Airport by ultralight aircraft (FAR 103) and light sport aircraft in the weight shift control and powered parachute class shall be subject to approval by the City and/or Airport Director and shall be in accordance with FAA Order 5190.6 (latest change) and appropriate FARs Part 61, 103, 105 and 107 and any other rules established by the City.

3.31 Registration (Individual)

Each person owning an aircraft based at the Airport, or any person based and receiving flight instruction toward an FAA rating at the Airport shall register at the office of the Airport Director their name, address, email address, telephone number, aircraft model, aircraft registration "N" number, and the name, address, email address, and telephone number of their next of kin or person to be notified in case of an accident or emergency.

3.32 Restricted Areas (Movement and Non-movement)

All users of the Airport shall comply with applicable Rules and Regulations regarding operations in designated restricted, movement, and non-movement areas. At no time shall any Airport user create a safety hazard when operating in restricted areas.

3.33 Use of Roadways and Walkways

Users of the Airport shall comply with all applicable Federal, State and Local laws regarding the use of roadways and walkways at the Airport. Users of roadways and walkways at the Airport shall not interfere with the operation of aircraft on and in the vicinity of the Airport.

3.34 Animals

No person shall enter the Airport with a pet or other animal unless the animal is, and remains, restrained by a leash, or properly confined as determined by the Airport Director. Service animals shall be exempt.

3.35 Living Quarters

No person may make living quarters on Airport property unless approved by the Airport Director and City.

3.36 Weapons and Explosives

Users of the Airport shall comply with all applicable Federal, State and Local laws and regulations related to firearms, weapons, or explosives, including Class A or Class B explosives, radioactive substances or material, or flammable materials/fuels on airport premises.

3.37 Intoxicants and Narcotics Prohibited

No person under the influence of any intoxicant, narcotic, or other illicit drug shall operate or fly in any aircraft to or from the Airport. Such prohibition shall not apply to a passenger under the care of a medical doctor and accompanied by a doctor, nurse, or caretaker.

3.38 Use of Public Areas

Use of public areas at the Airport shall comply with all applicable Federal, State and Local laws and regulations, and shall not interfere with any aircraft or vehicular operations on and in the vicinity of the Airport.

3.39 Sound Amplifying Devices

Except when necessary for the safe operation of aircraft, users of the Airport shall not use sound amplifying devices at the Airport without express written approval from the Airport Director.

3.40 Foreign Objects and Litter

No foreign objects, including boxes, crates, paper, bottles, cans, scrap, nuts, bolts, nails, tall grass, unusable airplane parts or wreckage, scrap wood or metal, discarded airplane or automobile tires, trash, or other litter, or any object that may cause damage to an aircraft, shall be left upon the floor of any building or upon any part of the surface area of the Airport. Individuals are encouraged to pick up such foreign objects when observed and place them in a trash receptacle.

If such items of litter are permitted to accumulate around privately owned, rented, or leased hangars or buildings, the Airport Director shall notify the hangar or building owner, renter, or lessee by registered letter to remove the offending litter. If within ten (10) working days after the receipt of the letter the hangar/building owner, renter, or lessee has not removed the trash and litter as directed, the Airport Director may have the area cleaned and the cost for such cleaning shall be charged to the hangar/building owner, renter, or lessee.

3.41 Emergency Conditions

All users of the Airport are subject to the right of temporary reentry and use of certain portions of the Airport by the Armed Forces of the United States Government during wartime involving the United States and in other national emergencies.

SECTION 4.0 GROUND OPERATIONS

4.1 Ground Vehicles and Traffic

No person shall operate a vehicle at the Airport except in accordance with the following rules, federal, state, and local laws:

A. All vehicular traffic shall be confined to the roads, streets, avenues, and alleys provided on the grounds for that purpose.

B. All vehicles shall yield right of way to aircraft in motion or emergency vehicles.

C. No vehicle except ground support and emergency vehicles shall approach so close to any aircraft with running engine(s) as to create a hazard.

D. All vehicles entering or exiting an operating Airport gate shall wait for the gate to completely close behind them before proceeding to their destination and not allow any other vehicle's entry.

E. Any vehicle authorized to operate on the Airport's runways or taxiways shall display a rotating or steady beacon that complies with FAA Advisory Circular 150/5210-20A (latest change). Vehicles used by the City, Airport Director or other authorized personnel to check airfield areas are required to have an amber flashing/rotating light on top of the vehicle or an approved white and orange checked flag attached to the vehicle.

F. All vehicles that are authorized to operate on taxiways or the runways must be equipped with a two-way aviation radio and must monitor the published Common Traffic Advisory Frequency (CTAF) for the Airport and shall communicate with aircraft via two-way aviation radio.

G. Vehicles shall be parked in designated areas to minimize conflict with aircraft movement. If vehicles parked in or near the aircraft movement area are deemed to create a safety hazard by the Airport Director, they must be moved by the owner upon notification or otherwise at the owner's expense.

4.2 Speed Limits

All vehicles shall be operated within the posted speed limits at the Airport. The maximum speed limit for all vehicles in the airside area, except for authorized municipal vehicles in the performance of their duties, is fifteen (15) miles per hour, unless posted otherwise.

4.3 Accident Reports

The driver of any vehicle involved in an accident at the Airport which results in injury or death to any person or damage to any property shall immediately stop such vehicle at the scene of the accident, and give his name, address, phone number, and operator's license and registration (N) number to the person injured or to any officer or witness to the accident. Before leaving the Airport, the operator of such vehicle shall give a full report of the accident to the Airport Director and the Big Spring Police Department. A copy of the police report shall be provided to the Airport Director.

SECTION 5.0 AIRPORT SECURITY

5.1 Security

Airport users and operators are responsible for following all directives established by the Airport Director in accordance with the Big Spring Mc Mahon-Wrinkle Airport Security Plan. Primary directives include the following:

A. No person shall enter the airside area, except as necessary for the lawful use of an aircraft thereon, or to conduct a permitted business activity and with the consent of the Airport Director.

B. No person shall enter any area posted as being closed to the public, except with the consent of the Airport Director.

C. No person shall enter, remain in, or place in, or remove any object from, any hangar or other building at the Airport without prior written consent of the Airport Director or the person with the legal right of possession of such building.

5.2 Access Codes/Devices

Persons who have been provided either a code or device for the purpose of obtaining access to the Airport shall not divulge, duplicate, or otherwise distribute the same to any other person, unless otherwise approved in writing by the Airport Director. Violation of this regulation may result in the loss of access privileges.

5.3 Doors & Gates

A. At no time shall any Airport access gate be left open and unattended in a manner that would allow unauthorized access.

B. Security doors leading into the airside shall be kept locked when not in use by an authorized person.

C. Automated vehicle gates are for vehicle access only. No pedestrians shall use an automated vehicle gate for pedestrian access.

D. Tenants shall be responsible for doors and gates located in their leased areas. Tenant security doors leading to the airside shall be keyed to the Airport master keying system. Tenants and tenant employees are responsible for safeguarding doors, gates, and other forms of passageways between the airside and public areas. Tenants are responsible for safeguarding aircraft and other private property entrusted to their care within the Airport or other locations on their leased premises.

5.4 Weapons

No person, except a police officer, an authorized airport employee, or a member of an armed force of the United States on official duty, shall carry any weapon, explosive, or flammable material on or about his person, openly or concealed, at the Airport without the written permission of the Airport Director. This section shall not apply to persons carrying firearms in cases, broken down or unloaded, when said firearms are being transported by air. No person shall furnish, give, sell, or trade a weapon at the Airport.

5.5 Suspicious Activity

Any person observing suspicious, unauthorized, or criminal activity should report such activities immediately to the Airport Director and/or the Big Spring Police Department.

SECTION 6.0 AIRCRAFT OPERATION RULES

6.1 Regulatory

All aeronautical activities at the Airport shall conform to the current applicable provisions of the FAA Regulations and Orders, applicable State Law, and regulations and orders issued by the City.

6.2 Authority to Suspend Operations

The Airport Director may suspend or restrict any or all operations when such action is deemed necessary.

6.3 Runway Use (Preferred and Calm)

The preferred runway is determined by the wind, with aircraft landing and taking off into the wind. The pilot may contact the FBO on the CTAF for the preferred direction. Runway 35 is designated as the calm wind runway.

6.4 Aircraft Airworthiness

All aircraft operated at the Airport shall comply with all applicable FAA airworthiness regulations and shall be airworthy as defined by FAA.

6.5 Based Aircraft Registration

Each person owning or operating an aircraft based at the Airport, shall register with the Airport Director their name, address, email address, telephone number, aircraft make and model, aircraft registration "N" number, and the name, address, email address, and telephone number of their next of kin or person to be notified in case of an accident or emergency. An airplane is considered based at the Airport if the owner or operator pays for a tiedown or for hangar storage for 6 months out of the year.

Each person owning or operating an aircraft based at the Airport shall update their contact information and aircraft information annually on October 1st.

6.6 Hours of Operation

The Airport is available to users 24 hours each day, seven days each week. However, the Airport Director may close the Airport or restrict access in the interest of safety, in which case such restrictions will be published in FAA NOTAM system, as applicable.

6.7 Accidents or Incidents

In the event of an accident or incident on or in the vicinity of the Airport, the aircraft owner, his/her pilot, or agent, shall be responsible for notifying FAA, NTSB, and the Airport Director, as appropriate, as soon as practicable, and promptly removing disabled or wrecked aircraft, with permission granted by the FAA, from the operational area.

Any person damaging any runway or taxiway light or fixture, pavement, navigation aid, or any other airfield facility, by operation of an aircraft, or otherwise, shall immediately report such damage to the Airport Director. Persons causing damage to runway and taxiway lights, pavement, navigation aid, or any other airfield facility, because of negligent operation of an aircraft or willful acts will be liable for replacement cost of the lights(s) and/or fixtures(s) and may be subject to Federal, State and Local laws.

6.8 Prohibiting Use of Airport

The City makes the Airport available as an airport for public use without discrimination to all types, kinds, and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the Airport.

6.9 Radio Communications (CTAF/UNICOM)

Aircraft communications at the Airport must ascribe to the guidelines contained in the Airman's Information Manual (AIM), paragraph 4-1-9, Traffic Advisory Practices at Airports Without Operating Control Towers. All radio-equipped aircraft operating on or near the Airport must transmit/receive on the CTAF/UNICOM frequency 122.8 MHz for airport advisories.

6.10 Weather Communications (AWOS)

Local weather reporting is provided by an Automated Weather Observing System (AWOS) located at the Airport that is designed to serve meteorological and aviation observing needs. Automated weather reporting can be obtained on 118.025 MHz or by calling 432-264-7475.

6.11 Standard Traffic Pattern and Altitude

All flight activity will adhere to FAA Advisory Circular 90-66C (latest change) "Recommended Standard Traffic Patterns and Practices for Aeronautical Operations at Airports without Operating Control Towers", also depicted in the Aeronautical Information Manual. Aircraft should follow published/recommended traffic pattern altitudes. The use of standard traffic patterns does not alter the responsibility of each pilot to see and avoid other aircraft. Arrivals and departures to and from the Airport shall avoid flight overpopulated, residential, or noise sensitive areas whenever possible, consistent with safety.

6.12 Landing and Takeoff Operations

Low approach, full stop, touch and go, or stop and go landings may be made at the discretion of the pilot in command. Pilots remaining in the traffic pattern making landings should broadcast on the CTAF their pattern direction of turn and their landing (low approach, full stop, touch and go, stop, and go) intentions at least by the final segment leg. All aircraft departing shall observe all traffic in the pattern for potential conflicts before taxiing into takeoff position. See FAR 91.113 (g).

6.13 Takeoffs on Other Than Runways

Takeoffs or landings shall not be made on the apron, parking ramp, taxiway, or any area other than designated runways by airplanes, gyroplanes, power lift, balloons, airships, ultralight, or light sport aircraft except by prearranged permission from the Airport Director. Helicopters may operate to and from designated helicopter landing areas.

6.14 Running Aircraft Engines

A. Aircraft not equipped with adequate brakes shall not be started until the wheels have been set with chocks attached to ropes or other suitable means of removing them.

B. No aircraft will be left running without a qualified person at the controls.

C. No aircraft engine shall be started or run inside any building or hangar.

D. No engine shall be started, run up, or warmed up until the aircraft is in such position that the propeller stream or jet blast will clear all buildings, other aircraft, and groups of people.

6.15 Aircraft Taxiing Operations

A. No person shall taxi an aircraft until it is reasonably ascertained there will be no danger of collision with any person or object in the immediate area.

B. Aircraft will be taxied at a safe and prudent speed and in such a manner as to be always under the control of the pilot in command.

C. Aircraft not equipped with adequate brakes will not be taxied near buildings or parked aircraft unless an attendant (wing-walker) is at a wing of the aircraft to assist the pilot.

D. Aircraft shall not taxi onto the runway from the ramp and taxiway area if there is an aircraft approaching to land or on the ground in takeoff position. Aircraft waiting on the taxiway for another aircraft to take off or land will remain behind the runway holding position markings.

E. Aircraft shall not be taxied into or out of any hangar using the aircraft's engine. Aircraft must be towed or pushed using other equipment or machinery, with the aircraft engines off.

It is recommended that aircraft taxiing in the movement area be equipped with a two-way aviation radio, monitor the published CTAF for the Airport, and communicate with aircraft via two-way aviation radio.

6.16 Aircraft Parking Operations

A. Unoccupied aircraft shall not be parked or tied down within any protected area (object free area, runway safety area, etc.) as described in FAA Advisory Circular 150/5300-13B (latest change) and all aircraft not hangared shall be parked in the areas designated by the Airport Director for that purpose.

B. Aircraft shall not be parked within fifty (50) feet of an aircraft fuel pump, or fuel service truck parking area in accordance with NFPA 407.

C. Aircraft shall not be parked in such a manner as to hinder the normal movement of other aircraft and traffic unless specifically authorized by the Airport Director as an emergency measure.

D. It is the responsibility of the pilot in command when leaving a parked aircraft unattended to see that the brakes are set and/or it is properly chocked and/or tied down.

E. The prolonged storage of damaged/dismantled aircraft or aircraft that appear to be un-airworthy in aircraft shade hangars, tiedowns or other unscreened areas of the Airport shall not exceed thirty (30) calendar days after written notification from the Airport Director. The aircraft owner is required to diligently correct such conditions as soon as possible to prevent an unsightly Airport appearance.

F. If any aircraft is parked in violation of this section or, in the determination of the Airport Director, presents an operational or safety concern in any area of the Airport, the Airport Director may cause the aircraft, at the owner's/operator's expense, to be moved. The City shall not be liable for any damages which may result from the relocation of the aircraft.

6.17 Loading and Unloading Aircraft

Loading and unloading single-engine aircraft with the engine running is prohibited. Exception will be approved by the Airport Director. With prior notification and approval from Airport Director, multi-engine aircraft may load/unload with the engine opposite of the open door running.

6.18 Aircraft Tie Downs

No person shall operate an aircraft at the Airport except in accordance with the following rules, and all federal, state, and local laws:

A. All aircraft not hangared shall be tied down and additionally should have the wheels chocked when remaining overnight or during inclement weather.

B. All aircraft owners or their agents are responsible for the tiedown or security of their aircraft at all times and particularly in inclement weather.

6.19 Aircraft Hangars

Hangars located on airport property must be used for an aeronautical purpose or be available for use for an aeronautical purpose defined as the storage of active aircraft; the final assembly of aircraft under construction; the non-commercial construction of amateur-built or kit-built aircraft; or the maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft. Aircraft hangars and associated aircraft equipment and supplies are provided through the Airport's FBOs, SASOs, and tenants as approved by the City and Airport Director. Additional regulations related to aircraft storage may also be enacted by FBOs, SASOs, and tenants and are enforceable under the terms of their hangar lease agreement. Aircraft parked in hangars shall be parked in a manner to be completely contained in the aircraft parking space and not obstruct adjacent aircraft parking and storage areas or taxi lanes, except for purposes of immediate and temporary staging and fueling of such aircraft.

Use of aircraft storage hangars shall be subject to the following restrictions:

A. Except where the aircraft is an Aircraft Under Construction (defined in Section 16 below), aircraft stored within a hangar must be considered active or airworthy as defined or referenced by the FAA. The Airport Director may, at any time, require the hangar owner/lessee to demonstrate that the aircraft is considered active or airworthy. The hangar owner/lessee must produce the required documentation within 30 calendar days of the date that the Airport Director requests such demonstration.

B. For hangars accommodating Aircraft Under Construction, the hangar owner/lessee must provide the Airport Director with appropriate documentation to validate ownership of the aircraft, an appropriate schedule for the completion of the aircraft, and regular completion progress benchmarks as determined by the Airport Director to ensure the construction project proceeds to completion in a reasonable time.

C. Major aircraft alterations and repairs or preventive aircraft maintenance may be conducted in hangars on the based aircraft at the based location with prior written approval of the Airport Director and the City Fire Department, unless otherwise approved by a lease with the City.

D. Where no personnel exit is provided, the sliding hangar doors shall remain open thirty-six (36) inches while the hangar is occupied by any person.

E. Oily rags, oil waste, rags and other rubbish and trash may only be stored in containers with secondary containment and self-closing, tight-fitting lids as approved by the Airport Director.

F. Oxygen or any combustible compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed for the cylinder(s) or tank(s). Compressed gas cylinders or tanks must have pressure relief devices installed and maintained. Cylinders or tanks not in use shall have a transportation safety cap installed.

G. Slow (trickle) battery chargers must have automatic shut-off capability, if left unattended. All other battery chargers shall only be used while the owner, operator, or tenant is in attendance.

H. Aircraft hangars shall be subject to annual and periodic inspections by the Airport Director and the City of Big Spring Fire Department to ensure compliance with all laws, ordinances, and these regulations.

6.20 Student Training - Local Operations

A. Flight instructors shall avail themselves and their students of all rules and regulations, including local rules and FARs in effect at the Airport.

B. The Airport Director may designate and advise Airport users via public posting and electronic transmission of limited areas of the Airport and local areas sanctioned by the FAA for practice flying and student training.

6.21 Noise Abatement

A. Noise Impact Boundaries / Measurement - Noise Impact Boundaries will be consistent with the guidelines established by FAR Part 150 - Airport Noise Compatibility Planning. All noise measurements identified herein shall be determined by a noise monitor located at sites established by the City at or near the Airport perimeter, or by a noise study conducted by a qualified engineering individual or company, as deemed necessary by the City.

B. Airport Noise Equivalent Regulation - Aircraft operating from the Airport must meet requirements of 14 CFR, section 36-103.

C. Voluntary Noise Abatement

- No touch and go landings between the hours of 10:00 PM and 7:00 AM, local time.

6.22 Aircraft Maintenance

No aircraft shall be repaired on any part of the AOA. All outside repairs shall be made only at places designated by the Airport Director for such purpose. Major engine, airframe or avionics repairs shall be conducted by a properly licensed mechanic within a hangar or building rented, leased, or owned for such commercial purposes. Any preventive maintenance authorized by FAR Part 43 may be made by the owner or operator of any aircraft, but only within a hangar leased or owned by that aircraft owner or operator or at places designated by the Airport Director for such purpose.

6.23 Aircraft Cleaning

Aircraft and airport vehicles may be washed and cleaned only in areas specifically designated by the Airport Director. Any materials used that are classified as hazardous and/or toxic by federal, state and/or local governments, are permitted only if used as directed by those agencies and with all the conditions and restrictions imposed by those agencies. Any materials used for cleaning vehicles and producing run-off shall not conflict with the Airport Storm Water Pollution Prevention Plan (SWPPP).

6.25 Flight Instruction

Flight instructors shall inform students and themselves of all Rules and Regulations in effect at the Airport. The Airport Director may designate limited areas of the Airport and local areas approved by the FAA for practice flying and training of students and shall be posted in the Office of the Airport Director. Aircraft shall not be permitted to remain on the landing or takeoff areas for the purpose of instruction.

6.26 Agriculture Spraying Operations

Agricultural (Ag) spraying operations will be conducted in accordance with procedures approved by the Airport Director. Ag operations shall be accomplished in accordance with the standards of the Environmental Protection Agency and the Texas Commission on Environmental Quality in an area so designated by the Airport Director. Each Ag operator shall carry liability insurance payable to the City for the cleanup of any hazardous chemical spills at the Airport property caused by the Ag operator. Insurance requirements are provided in the Minimum Standards.

6.27 Rotorcraft Operations

Rotorcraft operations at the Airport shall be conducted in accordance with federal aviation regulations and the FAA Aeronautical Information Manual (AIM), as applicable. At no time shall rotorcraft be operated in such a manner as to damage or endanger other aircraft at the Airport.

6.28 Emergency Locator Transmitter (ELT)

Immediately after takeoff and after landing prior to engine shut down, pilots should tune their aircraft radios to the emergency frequency (121.5 MHz or 243.0 MHz) and listen to determine if their aircraft's emergency locator transmitter (ELT) is broadcasting. If the ELT is turned on and transmitting after a takeoff or landing, as soon as possible after turning it off, the Pilot shall advise the FAA Automated Flight Service Station for the area at telephone number 1-800-WX-BRIEF, that their ELT was accidentally turned on at the approximate time and coordinates, if known, and the time and coordinates it was turned off.

If a pilot lands their aircraft at the Airport, parks and locks or hangars their aircraft with the ELT transmitting and the Airport Director determines such has occurred, the Airport Director shall take immediate action to telephone and/or locate the pilot of the aircraft, advise them of the situation, and request that they return to the Airport immediately and turn off the ELT. Should the pilot fail within a reasonable time to turn off the ELT, the Airport Director, accompanied by a local police officer, or an FAA representative, shall take the necessary action to turn off the ELT. The aircraft owner shall be responsible for all charges associated with turning off the ELT.

6.29 Limitations

The Director may, in the interest of safety, designate special traffic procedures or operations, such as helicopters, air shows, agricultural operations, gliders, ultralights, etc. Approval from any such change from standard procedures shall be published in the FAA's Chart Supplement (BPG Airport/Facility Directory), if of a permanent nature, or the Airport Director shall issue a NOTAM if such change is of a temporary nature.

Skydiving on to the Airport property shall not be permitted without the written approval of the Airport Director.

Engine powered model airplanes, cable or radio controlled, or model gliders shall not be permitted to operate, takeoff or be launched from, flown over, flown in, or land at the Airport without the written approval of the Airport Director.

SECTION 7.0 SPECIAL AERONAUTICAL OPERATIONS

The Airport Director may, in the interest of safety, designate special traffic procedures for certain operations, such as helicopters, air shows or aviation fly-ins, agricultural operations, gyroplanes, powered lift, gliders, balloons, parachutes, airships, ultralights, and light sport aircraft in the weight shift control or powered parachute class. Any such change from standard procedures shall be published in the FAA's Chart Supplement (BPG Airport/Facility Directory), if of a permanent nature; or the Airport Director shall issue a NOTAM if such change is of a temporary nature. Temporary closing of a portion of the Airport for special events will be approved by the FAA. See FAA Order 5190.6 (latest change).

7.1 Ultralight Operating Procedures

A. All operations must comply with FAR 103, and applicable recommendations in FAA Advisory Circulars 90-66C and 103 Series, current editions.

B. Each Ultralight operator must visually ensure that the taxi area is free of obstructions (people, cars, trucks, mowing equipment, etc.) prior to taxiing and conducting flight operations. Ultralights may taxi on the grass median between the taxiway and runway.

C. Except for emergencies, all airport takeoff or landing operations will use the first third of each active runway. Calm wind runway is Runway 35.

D. Recommended pattern altitude is 700 feet above ground level (AGL) and a standard left-hand pattern is employed with all active runways except a right-hand pattern for Runway 17.

E. Voluntarily avoid overflight of residential areas adjacent to the airport as a desirable alternative to formal noise abatement procedures.

F. Mid-field departures are not permitted, except for touch-and-go operations. Ultralight operators must clear the runway as soon as possible after landing using extreme caution for other aircraft landing or taking off.

G. Ultralight operators must have reviewed a current copy of the Airport Rules and Regulations for Ultralight Operations prior to conducting continuing flight operations.

H. In the interests of overall airport safety and ultralight pilot education, with the various types of aeronautical activity occurring at the Airport, membership is recommended in a recognized Ultralight-Sport Aviation oriented organization. Ultralight pilots who do not belong to one of these organizations or who are not rated pilots must receive a briefing from the Airport Director prior to conducting Ultralight Operations.

I. Safe and professional Ultralight operations are the inherent responsibility of each Ultralight pilot when flying in the vicinity of the Airport. Also recommended is the use of a handheld radio monitoring the Common Traffic Advisory Frequency (CTAF) (122.8 MHz).

J. Ultralight aircraft that are transported from outside of the Airport for preparation and assembly on Airport property shall only occur in an area designated by the Airport Director. All operators must be familiar with the requirements of this section.

7.2 Unmanned Aircraft Systems (UAS) Operating Procedures

Unmanned aircraft system operations, including UAS, drones, remotely piloted aircraft systems (RPAS), unmanned aerial vehicles (UAV), small unmanned aircraft system (SUAS) vehicles, remotely piloted aircraft (RPA), and other similar vehicles, are prohibited unless written permission has been secured from the Airport Director. Such permitted flying shall be restricted to a certain designated area on the Airport property and must conform to the current regulatory requirements of the FAA, including FAR Part 107 and other commercial certification, if required. Authorized usage of this area shall not interfere with any Airport operational areas (e.g., runways, taxiways, aprons, etc.) or airspace surfaces.

In general, UAS/drone operators should avoid flying near the Airport because it is difficult for manned aircraft to see and avoid a UAS/drone while flying. Remember that drone operators must avoid manned aircraft and are

responsible for any safety hazard their drone creates in an airport environment. For UAS/drone flights near the Airport which lies in uncontrolled airspace, UAS/drones must remain under 400 feet above ground level. While prior authorization is not required, remote pilots and recreational flyers must be aware of and avoid traffic patterns and takeoff and landing areas. A drone must not interfere with Airport operations and must yield right-of-way to all other aircraft. Uncontrolled airspace and other flying restrictions can be found on the FAA's B4UFLY app.

7.3 Skydiving Operations

Parachute descent onto the Airport shall not be permitted without 24-hour advance notice to and approval by the Airport Director. The Airport Director may develop operating procedures and landing areas for parachute operations.

A. The designated "Drop Zone" as authorized on a case-by-case basis with the Airport Director.

B. Skydiving operations will use square or steerable parachutes only.

C. Prior to Skydiving operations, a NOTAM will be on file with San Angelo FSS.

D. The Skydiving aircraft will be in communications with Big Spring UNICOM (122.8 MHz) during all operations and will announce the following over the UNICOM frequency:

1. One minute prior to every jump,
2. "Jumpers Away", and
3. "Parachutes Open".

E. Parachute descent will be on the upwind side of the Airport and follow a descent corridor as is authorized on a case-by-case basis with the Airport Director.

7.4 Glider Operations

A. Glider operations are not authorized.

7.5 Balloon Operations

A. Balloons will launch from the Airport on the parcel of open land as is authorized on a case-by-case basis with the airport Director.

B. Balloons are restricted to operations from 5:00 AM to 9:00 AM daily.

C. Balloon Operators will ensure that a NOTAM is in place before launch.

7.6 Banner Tow Operations

Banner tow operators/pilots will announce banner pick-up and drop-off over the UNICOM Frequency.

7.7 Air Meet Events

A. An Air Meet is a scheduled event or events consisting of a contest, demonstration or exhibition involving aircraft in flight conducted mainly for the interest of either spectators or contestants.

B. Air Meet sponsors must submit a formal application and a detailed schedule of the program to the Airport Director for approval. Additionally, the sponsor must submit a certificate of insurance for the specific event no later than thirty (30) days in advance of the event. Insurance requirements are detailed in the Airport Minimum Standards.

C. After approval is granted for the event by the Airport Director, a detailed schedule of the program and a description of all events shall be submitted to the FAA for their review and approval, resulting in a written permit granted by FAA.

D. The sponsoring agency will appoint an "Air Boss" who will coordinate and be responsible for the air meet. Responsibilities of the Air Boss include the following:

1. Ensure that a NOTAM is issued when appropriate.
2. Coordinate the contests, demonstrations, or exhibitions.
3. Ensure that all aircraft always have radio contact with the Air Boss and with each other while operating at the Airport or while airborne.
4. Ensure crowd control and the presence of emergency and firefighting equipment.
5. Conduct a pilot briefing on the day of the event that reviews the following (at a minimum):
   - Sequence of events
   - Current weather briefing
   - Operational restrictions
6. Ensure that participating airmen are certificated and current in accordance with FAR Part 61; and
7. Ensure that participating aircraft have a current U.S. Airworthiness certificate and have been maintained in accordance with FAR Part 91, Subpart E.

SECTION 8.0 FUELING, FLAMMABLES FLUIDS, AND FIRE SAFETY

8.1 Regulatory Measures

A. The FAA uses the standards contained in the current edition of National Fire Prevention Association (NFPA) 407, "Standard for Aircraft Fuel Servicing" and other standards and resources provide a standard for the storage and delivery of aviation fuel in an airport environment. NFPA 407 is the generally accepted industry best practice at many airports; however, local fire code and regulations at specific airports may differ.

B. Aircraft shall not be fueled while the engine is running or while in a hangar or other enclosed place.

C. Helicopters are exempt from this rule and will be permitted to refuel with the engine running (hot-fueled) consistent with the FAA Regulations. .

D. Persons/or businesses wishing to supply or dispense aviation fuel for use in their privately owned aircraft shall not be denied; however, they must meet all the requirements the Airport places on other fuel

suppliers, public or private, and meet the terms as defined in the Minimum Standards for Fixed Base and Commercial Operators.

8.2 Refueling, Defueling, and Fuel Storage Operations

Aircraft fuel sales at the Airport may be provided by the Airport or FBOs through self-service fuel pump or full-service. The selling of fuel at the Airport by any other person, business or organization is prohibited.

A. All aircraft fueling, fuel equipment, and procedures will be in accordance with National Fire Prevention Association (NFPA) 407, "Standard for Aircraft Fuel Servicing".

B. All transportation, storage and other handling of aircraft and vehicle fuel shall comply with the International Fire Code, or current edition as published by International Code Council, Inc., and FAA Advisory Circular 150/5230-4C, (latest change).

C. All aircraft shall be fueled clear of all hangars, other buildings, and aircraft by at least fifty (50) feet.

D. Fueling trucks shall not be parked within any building or hangar or within fifty (50) feet of any building, hangar, or parked aircraft. Fuel trucks shall be parked with at least ten (10) feet separation between vehicles.

E. Aircraft fuel storage tanks for above-ground use will be constructed and installed, registered, monitored for leakage, operated, and maintained in accordance with Federal and State statutes, rules, and regulations promulgated by the Environmental Protection Agency and the Texas Commission on Environmental Quality. Underground fuel tanks are prohibited.

F. Aviation or auto fuels shall not be stored within a hangar or building except in approved three (3) gallon or smaller containers manufactured and marked for such purpose and only with the approval of the Fire Marshal.

G. Persons or businesses wishing to dispense fuel into the privately owned aircraft shall not be denied, however, they must meet all reasonable requirements the City places on other fuel suppliers, public or private. Private fueling facilities located on leased or private property must be installed and the fuel dispensed in accordance with all rules applicable to aircraft fueling and fire safety contained herein.

H. Public sale of automobile gasoline for use in aircraft will not be permitted at the Airport without written approval of the Airport Director. Aircraft authorized by the FAA to use auto gasoline may be privately fueled by the owner in a location designated by the Airport Director in accordance with all rules appertaining to aircraft fuel and fire safety contained herein.

I. All aviation fuel storage tanks, aviation fuel pumps, hydrant fuel systems, and aircraft fuel service vehicles, whether publicly or privately owned, shall have the type of aviation fuel dispensed printed in large block letters, including octane if aviation gasoline, plus the fuel I.D. number, and "NO SMOKING" signs. This information shall be printed on all sides of the fueling tanks, pumps, etc. so the information is visible from any direction on the ground.

J. All aviation fuel storage tanks, aviation fuel pumps, fuel hydrants, and aircraft fuel service vehicles, whether publicly or privately owned, shall be subject to annual inspections and require applicable certifications.

K. Fuel spills more than one (1) gallon or six (6) feet in diameter must be reported to the Airport Director and immediate action taken by the spilling entity to clean up the spill in accordance with all local, state, and federal regulations.

L. Persons shall not fuel an aircraft in a manner that overfills the tank(s) or causes the tank(s) to leak fuel through its vent. In the event of spillage or dripping of gasoline, oil, grease, or any material that may be unsightly or detrimental to the Airport, the same shall be removed immediately and the incident reported to the Airport Director within two hours. The responsibility for the immediate removal of such gasoline, oil, grease, or other material shall be assumed by the operator or owner of the equipment causing the same or by the tenant or concessionaire responsible. In the event of such spillage, and the failure of the operator or owner to restore the area to its original safe and environmentally sound status, the City may clean up any material unlawfully spilled, placed or otherwise deposited at the Airport and may charge the responsible person(s) for the cost of the cleanup, any required environmental remediation, and any expenses incurred by, or fines or damages imposed on, the City as a result thereof.

M. Fueling of boats, motor homes, ATVs or other recreational vehicles is prohibited on the airside area.

N. Any individual or business dispensing fuel at the Airport must have liability coverage with the City added as an additional insured. Coverage limits are provided in the Airport Minimum Standards.

8.3 Fuel Flowage Fee

Any person, corporation, partnership, association, or business entity who dispenses fuel at the Airport for private or commercial purposes directly into any aircraft at the Airport must pay a minimum fuel flowage fee as defined in the Airport's current listing of Rates and Charges. This fee does not apply to the filling of fuel storage tanks by fuel distributors. Payment to the City of all fuel flowage fees must be made not later than the fifteenth (15) day of the month following the date of the fuel delivery.

Payment of fuel flowage fees shall be accompanied by a report in a form approved by the Airport Director that indicates the amount of fuel delivered to the Airport during the preceding month. Military aircraft conducting operations which require fueling from U.S. Government facilities are exempt from fuel flowage fees.

8.4 Spill Prevention and Control

A. Immediate action must be taken by the company and/or person responsible for any fuel spillage to prevent said fuel spillage from entering drainage ditches, gutters, bodies of water, or into sewer systems or storm drains of the Airport.

B. Any person or agency causing any fuel spillage during fuel transfer operations or otherwise, shall be responsible for all consequences arising there from.

C. Persons responsible for large fuel spillage (one (1) gallon or six (6) feet or more in diameter) shall immediately notify the Airport Director and immediate action taken by the spilling entity to clean up the spill in accordance with all local, state, and federal regulations.

D. Persons responsible for small fuel spillage (less than one (1) gallon or six (6) feet in diameter) shall promptly clean up the spill using the techniques recommended by the National Fire Protective Association (NFPA).

8.5 Fire Safety

A. Every person using the Airport or its facilities in any manner shall exercise the greatest care and caution to avoid and prevent fire.

B. Smoking or open flame within fifty (50) feet of any fuel tank, fuel pump, or fuel truck is prohibited.

C. Compressed flammable gas shall not be kept or stored upon the Airport, except at such place as designated by the Airport Director.

D. No flammable substance shall be used for the cleaning of any aircraft part or anything inside a hangar, T-hangar, or other building upon the Airport.

E. No one shall smoke or ignite a match or lighter in any building, hangar, or public ramp area except in posted "Designated Smoking Areas" identified by the Airport Director.

F. Hangar entrances must be clear in a manner such that emergency, fire, and rescue personnel and equipment can immediately access the hangar without hindrance.

G. The floors in all buildings shall be kept clean and free of oil. Volatile or flammable substances shall not be used to clean floors, walls, or any portion of a hangar structure.

H. Airport tenants and lessees are required to supply and maintain adequate and readily accessible fire extinguishers. Each fire extinguisher should carry a suitable tag showing the date of the most recent inspection.

8.8 Storage of Refuelers

Fuel trucks shall not be parked within any building or hangar or within fifty (50) feet of any building, hangar, or parked aircraft. Fuel trucks shall be parked with a minimum of ten (10) feet separation between vehicles.

8.9 Fuel Storage Facilities

Aircraft fuel storage tanks for below ground or above ground use will be constructed and installed, registered as required, monitored for leakage, operated, and maintained in accordance with Federal and State statutes, Rules and Regulations promulgated by the Environmental Protection Agency and the Texas Commission on Environmental Quality (TCEQ).

Aviation or auto fuels shall not be stored in a hangar or building except in small quantities (maximum allowable container size for storage shall not exceed seven (7) US gallons) and must be a container approved for such use by the US Department of Transportation and the City Fire Marshal.

8.10 Equipment

All aviation fuel storage tanks, aviation fuel pumps, hydrant fuel systems, and aircraft fuel service vehicles, whether publicly or privately owned, shall have the type of aviation fuel dispensed printed in large block letters, including octane if aviation gasoline, plus the fuel I.D. number, and "NO SMOKING" signs. This information shall be printed on all sides of the fueling tanks, pumps, etc. so the information is visible from any direction on the ground.

All aircraft fueling, fuel equipment, and procedures will be in accordance with the current version of National Fire Prevention Association (NFPA) 407, "Standard for Aircraft Fuel Servicing".

SECTION 9.0 LEASE OF AIRPORT PROPERTY AND CONSTRUCTION ON AIRPORT

Hangars and other buildings or structures owned by the City may be leased to private individuals, companies, or corporations on a monthly or yearly basis for the storage of aircraft and ancillary equipment or to conduct a commercial enterprise, such as an FBO or SASO.

The City may lease property within the building area or other portions of the Airport for the construction of hangars, buildings, lean-tos, aprons, taxiways, and auto parking lots in accordance with an approved Airport Master Plan/Airport Layout Plan and designed guidelines. Aviation-related use must be given priority in the use of all leased or privately owned property, buildings, or structures. If the aviation needs of the Airport are sufficiently met, the Airport Director may authorize non-aviation use of any portion of the Airport or any building at the Airport on a case-by-case basis. Application of such non-aviation use shall be made to the Airport Director; and approval from the FAA must be received prior to granting authorization for non-aviation use.

9.1 Authorized Use of Leased Premises

Aeronautical users and tenants of the Airport, and tenants with non- aeronautical use privileges, shall not utilize leased premises for any purpose, except as specifically authorized by the City and/or the Airport Director.

9.2 Lease Agreement

Before construction of or use of any property or facility at the Airport, a business entity or general tenant must enter into a lease agreement with the City at established rates and with defined activities. The lease agreement must describe the premises clearly, and accurately; the official plot plan and survey drawings of the properties will be attached to the lease and incorporated by reference. The site description must clearly and precisely describe the lessee's rights with respect to the use of landing areas, runways, taxiways, automobile and aircraft parking areas, aprons, ramps, and the use of navigational aids and terminal facilities. The lease may provide for future growth by specifying the lessee's option to expand to additional areas, although such a provision may not create a de facto exclusive operation.

9.3 Compliance with Building Codes

A tenant or FBO or SASO shall use the premises in compliance with all other requirements imposed by, and promulgated by a duly authorized agency, and those requirements enacted and promulgated by the City and the State of Texas.

9.4 Restrictions

No leased property, buildings or structures erected at the Airport shall be utilized for storage of non-aviation equipment, such as automobiles, boats, trailers, recreational vehicles, or farm equipment, unless applied for through the Airport Director and specifically permitted by lease agreement. A lessee does not have the right to remove fixtures (i.e., light fixtures, fire suppression equipment, radio speakers, etc.) annexed to or incorporated in facilities owned by the City.

9.5 Assignment and Sub-letting

A lessee shall not, at any time during the term of an agreement, in any manner, directly or indirectly, voluntarily, or involuntarily assign, sublease, hypothecate, or transfer lease agreements or any interest therein without the

express written consent of the City. Any assignment or subletting shall be expressly subject to all the terms and provisions of the original lease. If the lessee fails to comply with this requirement, the City may terminate any agreements upon notice to the lessee.

9.6 Payment of Lease, Rents, and Fees

This policy addresses the leasing terms and measurement (for land leases, and building, terminal and/or room leases) for leases granted by the City. The Airport Director will provide the City with relevant information for specific elements herein.

A. All FBOs, SASOs, tenants, and operators of the Airport are expected to pay their charges/fees/leases upon their respective due date, receipt of a mailed invoice or receipt of a product or service. Additionally, it is the responsibility of the customer to inform the Airport Director and the City Billing Department of any changes in the billing address.

B. Invoices that are in dispute must be identified and resolved with the Airport Director within thirty (30) days of receipt. During such occurrences, the following apply:

    1. Accounts in dispute will not be assessed a service charge nor have collection action taken until the dispute is resolved.

    2. Customers may appeal the resolution offered by the Airport Director to the City at their next regularly scheduled public meeting.

C. Amounts in arrears over thirty (30) days will be assessed a service charge of five percent late fee. For accounts ninety (90) days overdue, the Airport Director will duly process those accounts for collection action. The Airport Director will send a letter (Certified Return Receipt Requested) to accounts ninety (90) days overdue at the listed billing address, stating the amount overdue and the intended actions. The individual (or Corporation/Company) will have fourteen (14) days from date of receipt to respond with the payment or other acceptable arrangement. Failure to take acceptable action will result in any or all of the items listed below:

    1. Impounding of the Aircraft

    2. Processing a lien against the aircraft through the FAA

    3. Referral to a collection agency

    4. Submitting all appropriate data to a credit bureau

    5. Seeking all legal remedies

    6. Municipal liens (in accordance with policy) against property

D. Accounts will not accrue more than a limit established by City.

E. Customers who will be out of the local area for extended periods of time may make pre- payment of regular fees/leases or other such acceptable arrangements with the Airport Director before their departure. Arrangements will be in writing stating the date the account becomes active.

F. For all accounts in arrears over ninety (90) days after complying with the policies and procedures in place, the Airport Director will make one (1) attempt to resolve before processing these accounts for immediate collection action.

9.7 Lease Terms

No lease of airport property or facilities shall be granted for a term exceeding forty (40) years if a loan or deed of trust lien is obtained expressly for construction of the facility which will become property of the City at the end of the lease term, free and clear of all liens and encumbrances. Non-aviation leases shall not exceed twelve (12) months.

All leases shall be subject to review and reevaluation at the end of their term or within their period to adjust lease rates in relation to the consumer price index (CPI). If the consumer price index as determined by the City has changed, the lease rates may be changed to such percentage as established by the lease.

9.8 Construction on Leased Property

A. The FAA Form 7460-1, "Notice of Proposed Construction or Alteration," (or most current FAA approved form) will be completed for all construction and submitted to the Airport Director to review for completeness and accuracy, and then formally submitted to the FAA for airspace study. A determination of No Hazard to Air Navigation must be received from the FAA prior to any construction at the Airport. No hangar or structure may be erected within the building restriction line (BRL) or in conflict with the approved Airport Layout Plan (ALP).

B. All plans and specifications for construction, renovation, remodeling, or refurbishing of the leased premises shall meet all current standards established by the Latest Edition of the International Building Code and the National Electrical Code and shall provide for the construction to be from material satisfactory and acceptable to the City. All construction must be of a compatible standard of withstanding winds of 115 miles per hour with doors open or closed. All construction shall be in accordance with design and construction standards required or established by the City for the facility or activity involved. The Airport Director must have written approval of the plans and specifications must be obtained prior to construction.

C. No leased property, buildings or structures erected at the Airport shall be utilized for storage of non-aviation equipment, such as automobiles, boats, trailers, recreational vehicles, or farm equipment, unless applied for through City and specifically permitted by lease agreement with the City.

D. Any privately-owned structure or hangar not in use for aviation purposes for a period in excess of ninety (90) days or not available for lease or sublease for aviation purposes, unless so authorized for non-aviation uses by the City, must be removed after due notice to the owner in writing or the City will consider such structures or hangars abandoned and will seek title to such structure or hangar.

E. Title to all buildings and apparatuses, which may be built on Airport property, shall revert to the City when the subject tenant vacates their lease for any reason.

F. Leased land which any building, hangar, or structure is removed, after due notice will be cleared, cleaned, and returned to its original/acceptable condition.

9.9 Environmental Issues and Indemnification

Any tenant of the Airport, its agents, employees, independent contractors, or sub lessee shall not install, store, use, treat, transport or dispose of any:

A. Asbestos in any form.

B. Urea formaldehyde foam insulation.

C. Transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls more than 50 parts per million; or

D. Any other chemical, material, air pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Comprehensive and Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state and/or local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Leased Premises, and which is either:

    1. in amounts in excess of that permitted or deemed safe under law,

    2. or in any manner which is prohibited or deemed unsafe under applicable law. (The substances referred to in (A), (B), (C) or (D) are collectively referred to hereinafter as "Hazardous Materials").

9.10 Environmental Cleanup Laws

An Airport tenant will, at their own expense, comply with all existing or hereafter enacted laws relating to Hazardous Materials (collectively, "Cleanup Laws") in effect at the same time of the lease, and all future laws thereafter. An Airport tenant will, at their own expense, make all submissions to provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under Cleanup Laws. Should any Authority require that a cleanup plan be prepared and that a cleanup be undertaken because of the existence of Hazardous Materials which were installed, stored, used, treated, transported, disposed of or discharged on the leased premises by an Airport tenant, its agents, employees, independent contractors or sub lessees during the term of a lease, the Airport tenant will prepare and submit the required plans and financial assurances in accordance with such Cleanup Laws. The City shall be indemnified and held harmless from and against all obligations, damages, injunctions, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings, and losses of whatever nature (including, without limitation, attorney's fees, and court costs). And all cleanup or removal costs and all actions of any kind arising out of or in any way connected with the installation, storage, use, treatment, transporting, disposal, or discharge of Hazardous Materials in or on the leased premised by an Airport tenant.

9.11 Environmental Notices

An Airport tenant shall promptly supply the Airport Director with copies of any notices, correspondence and submissions made or received from any governmental authorities of the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state of federal authority that requires submission of any information concerning environmental matters or hazardous materials.

9.12 Environmental Survival

An Airport tenant's liability pursuant to any environmental issue shall survive the expiration or earlier termination of their lease.

9.13 Storm Water Compliance

A. The Airport is subject to federal storm water regulations, 40 C.F.R. Part 122 for "vehicle maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and if applicable, state storm water regulations. Each Airport tenant shall become familiar with these storm water regulations if it conducts "vehicle maintenance" or operates equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations.

B. The City shall take steps necessary to apply for or obtain a storm water discharge permit as required by the applicable federal and/or state regulations, including the leased property occupied or operated by an Airport tenant. A permit issued to the City may name an Airport tenant as a co-permittee.

C. An Airport tenant's close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. An Airport tenant may implement and maintain "Best Management Practices" to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled, or otherwise used as defined in the federal storm water regulations.

D. The City's storm water discharge permit is incorporated by reference into each lease and any subsequent renewals.

E. The City will provide an Airport tenant with a written notice of those storm water discharge permit requirements that are in the City storm water permit, that a tenant will be obligated to perform from time to time, including, but not limited to:

   1. certification of non-storm water discharges,

   2. collection of storm water samples,

   3. preparation of storm water pollution prevention or similar plans, or

   4. implementation of "good housekeeping" measures or best management practices; and maintenance of necessary requirements.

F. Each Airport tenant shall participate in any organized task force or other work group established to coordinate storm water activities of the Airport.

9.14 Compliance with Health and Sanitary Codes

A FBO, SASO, or airport tenant shall be required to always comply with any safety, health or sanitary codes of the City and the State of Texas.

9.15 Non-Discrimination Covenants

A. Pursuant to 49 CFR, Department of Transportation, Part 21, each lease will include as a covenant to ensure that:

   1. No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased property; and

   2. that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin, shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination.

B. The right to conduct aeronautical activities for furnishing services to the public is granted to an airport tenant subject to the agreement:

   1. to furnish services on a fair, equal, and not unjustly discriminatory basis of all users, and

   2. to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service provided an allowance may be made to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

9.16 Insurance

An Airport tenant shall during the term of lease maintain at their cost and expense insurance relating to the leased premises as follows:

A. Insurance against loss or damage to improvements by fire, lightning, and other risks included under standard extended coverage policies.

B. General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the leased premises, such insurance to afford protection as defined within the Airport Minimum Standards. These limit requirements represent minimum coverage, and the City may require increases in bodily injury or property damage insurance. Detailed insurance requirements are provided in each lease.

C. Supplemental insurance such as hangar keeper's liability or product liability may be required for associated airport businesses. The amounts and limits of these requirements are to be detailed in the lease agreements established for these businesses and are included in the Airport Minimum Standards document.

D. All such policies of insurance shall be issued by insurance companies acceptable to the City, shall name the City as an additional insured or loss payee and shall provide for at least ten (10) days written notice prior to cancellation or modification. A certificate of said insurance must be furnished to the City.

9.17 Hold Harmless

The City shall not be liable to Airport tenant's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damages to property on or about the leased premises or any adjacent area owned by the City.

9.17 Miscellaneous Clauses

A. Airport development. The city reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the views of the operator, and without interference or hindrance. If the physical development of the airport requires the relocation of the operator, the city agrees to provide a comparable location with similar facilities, and agrees to relocate all operator-owned buildings or provide similar facilities for the operator at no cost.

B. City's rights. The City reserves the right (but shall not be obligated to the operator) to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the same together with the right to direct and control all activities of the operator in this regard.

C. War or national emergency. During any time of war or national emergency, the City shall have the right to lease the landing area or any part thereof to the United States Government for military use and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended or modified in whatever manner is appropriate to the situation.

D. Airport obstructions. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the operator from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the City, would limit the usefulness of the airport or constitute a hazard to aircraft.

E. Non-exclusive rights. The agreement shall not grant to the tenant the exclusive right to provide any or all of the services described in this article at any time during the term of this agreement. The City reserves the right, at its sole discretion, to grant others certain rights and privileges upon the airport which are identical in part or in whole to those granted to the tenant.

F. Compliance with laws. The tenant shall comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by the City. The tenant shall keep in effect and post in a prominent place all necessary and/or required licenses or permits.

G. Subordination. The agreement shall be subject and subordinate to the provisions of the indenture and the amendment to indenture whereby the City derived title to the premises from the United States and to any existing or future agreement between the City and the United States, or any agency thereof, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the airport; provided, however, that the City shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of the tenant in and to the premises, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of the City or the United States pursuant thereto.

SECTION 10.0 PERSONAL CONDUCT

10.1 Conduct on the Airfield

A. No person shall, at or upon the Airport, perform or fail to perform any act if the performance or omission thereof endangers or is likely to endanger person or property.

B. No person shall walk or operate a ground vehicle on any runway, taxiway, or aircraft apron, unless authorized to do so by the City and/or the Airport Director.

C. No person shall loiter in or about any public or non-public area of the Airport.

D. No person shall climb, jump or in any way traverse any fence, barrier, or pass beyond prohibitive sign to gain access or ingress to the Airport and/or restricted access.

E. No person shall commit any disorderly, obscene, indecent, or unlawful act, commit any nuisance or abandon any personal property in or about any public or non-public area of the Airport.

F. No person shall destroy, tamper with, attempt to destroy, deface, or disturb any building, sign, equipment, fixture, marker or other structure or property at the Airport.

G. No person shall deliberately tamper with, alter, move, or otherwise affect any perimeter fence, gate, gate tracking device, security equipment, CCTV camera PIN pad access control device, lock, electromagnetic locking device or other such implement.

H. No person shall deliberately activate any security device or cause a security alarm when no actual threat to security or emergency condition exists.

I. No person shall deliberately interfere with or obstruct the duties of any duly authorized and appointed security personnel, Airport employee, official representative of the Airport, or Airport tenant employee, actively engaged in performing duties regarding Airport security.

J. No person shall engage in horseplay, be knowingly reckless, or act in such a way that may cause harm to others at any time while on Airport property.

K. No alteration shall be made to any leased or sub-leased area or any public or non-public area in the Airport unless approved in writing by the Airport Director.

10.2 Injury to Persons

Persons entering the Airport groundside property by automobile, other vehicular conveyance, or on foot (does not include persons in aircraft using approved airside facilities) do so at their own risk and with no liability incurring to the City for any injury or damage to person or property. Further, any person desiring to use the Airport shall observe and obey all laws, resolutions, orders, rules, and regulations promulgated and enforced by the Airport Director or by any other authority having jurisdiction at the Airport.

10.3 Damage to Airport

Any person, individual, or the owner of any aircraft causing damage of any kind to the Airport, whether through violation of any of these rules, through vandalism, or any act of negligence, shall be liable to the City.

10.4 Damage to Airport Lighting

Any person damaging any runway, ramp, or taxiway light or fixture by operation of aircraft or otherwise, shall immediately report such damage to the Airport Director. Persons causing damage to runway or taxiway lights because of negligent operation of an aircraft or willful acts will be liable for replacement cost and may be charged with a misdemeanor.

10.5 Intoxicants and Narcotics Prohibited

No person under the influence of any intoxicant, narcotic, or other illicit drug shall operate or fly in any aircraft to or from the Airport. Such prohibition shall not apply to a passenger under the care of a medical doctor and accompanied by a doctor, nurse, or caretaker.

10.6 Animals

No person shall enter the Airport with a pet or other animal unless the animal is, and remains, restrained by a leash, or properly confined as determined by the Airport Director. Service animals shall be exempt.

10.7 Living Quarters

No person may make living quarters on Airport property unless approved by the Airport Director and the City.

10.8 Litter

No foreign objects, including boxes, crates, paper, bottles, cans, scrap, nuts, bolts, nails, tall grass, unusable airplane parts or wreckage, scrap wood or metal, discarded airplane or automobile tires, trash, or other litter, or any object that may cause damage to an aircraft, shall be left upon the floor of any building or upon any part of the surface area of the Airport. Individuals are encouraged to pick up such foreign objects when observed and place them in a trash receptacle.

If such items of litter are permitted to accumulate around privately owned, rented, or leased hangars or buildings, the Airport Director shall notify the hangar or building owner, renter, or lessee by registered letter to remove the offending litter. If within ten (10) working days after the receipt of the letter the hangar/building owner, renter, or lessee has not removed the trash and litter as directed, the Airport Director may have the area cleaned and the cost for such cleaning shall be charged to the hangar/building owner, renter, or lessee.

10.9 Lost or Abandoned Property

Any person coming into possession of lost or abandoned articles of money or personal property shall present said articles to the Airport Director for safekeeping and disposition in accordance with the law.

SECTION 11.0 ABANDONMENT OF AIRCRAFT AND VEHICLES

These Rules and Regulations shall be observed in relation to abandoned aircraft and other vehicles at the Airport.

11.1 Standard Aircraft Tiedown

A. Aircraft stored in a standard aircraft tiedown area for three (3) months without observed activity or communication from the aircraft operator will be considered abandoned by the Airport Director and appropriate action will be taken according to current law and airport policy.

B. Procedure for establishing the fact that said aircraft is abandoned:

1. After thirty (30) days of non-response or non-payment from an aircraft operator to the monthly tiedown billing, a letter (first notice) will be sent to the aircraft operator.

2. The first notice letter will be sent to both the billing address of the aircraft operator as recorded by the Airport Director/City Billing Department and the home of record of the aircraft owner as currently recorded by the Federal Aviation Administration's record of registration. This letter will contain the total amount of fees owed, the aircraft abandonment policy and a statement that the aircraft owner/operator contact the Airport Director to resolve this issue.

3. After sixty (60) days of non-response or non-payment from the aircraft owner/operator, a letter (second notice) will be sent to the aircraft owner/operator.

4. The second notice letter will be sent to both the billing address of the aircraft operator as recorded by the Airport and home of record of the aircraft owner as currently recorded by the Federal Aviation Administration's record of registration. This letter will contain the total amount of fees owed and a statement of the proposed action contemplated. The aircraft owner/operator will be given thirty (30) days to respond.

5. After ninety (90) days of non-response or non-payment from the aircraft owner/operator, the matter will be presented to the City solicitor for resolution and final disposition.

6. All formal notifications to aircraft owner/operators will be mailed by Certified Mail-Return Receipt Requested through the U.S. Post Office.

11.2 Airport Property other than Standard Tiedown

A. Aircraft parked on Airport property other than standard tiedown for seven (7) days without any communications from the aircraft owner/operator shall be considered abandoned.

1. Aircraft parked/stored on property leased by FBOs for the express purpose of temporary storage (i.e., Aircraft awaiting maintenance at a maintenance facility or pick-up by the owner after maintenance is completed) will be exempt.

B. Procedure for establishing the fact said aircraft is abandoned.

1. Aircraft parked on airport property for seven (7) days without communication from the aircraft owner/operator will have a letter mailed to the aircraft owner at the address currently on file with the Federal Aviation Administrations' record of registration. This letter will include a statement of total fees owed the Airport and the aircraft abandonment policy with the requirement that the aircraft owner contact the airport authority within five (5) days of receipt to resolve this issue.

2. The second notice will be issued if no communication from the aircraft owner within the preceding five (5) days, stating the fees owed, aircraft abandonment policy and the proposed action. The aircraft owner will be given five (5) days after receipt to respond.

3. Five (5) days after receipt of the second notification without communication from the aircraft owner, the matter will be presented to the City solicitor for resolution and final disposition.

4. All formal notifications to aircraft owner/operators will be mailed by Certified Mail-Return Receipt Requested) through the U.S. Post Office.

5. Automobiles deemed to be abandoned will be subject to the same procedures as aircraft.

SECTION 12.0 KNOWLEDGE OF RULES IMPLIED AND RESPONSIBLE PARTY

By publication and adoption of these Rules and Regulations, all persons shall be deemed to have knowledge of its contents. However, the Airport Director is directed to have copies of the Airport Rules and Regulations posted in paper or electronically, where appropriate. Copies shall always be available in the Airport Director's office, and copies shall be furnished to all owners and operators of aircraft based at the Airport. Any person accessing the Airport shall be responsible for their actions and all actions of any person to whom they provide access, whether directly or indirectly.

SECTION 13.0 CONFLICTING LAWS, ORDINANCES, REGULATIONS, AND CONTRACTS

If and where there are conflicts in the Rules and Regulations prescribed herein and the FAA's Federal Aviation Regulations (FAR), the latter shall prevail. In any case where a provision of these regulations is found to conflict with any other provision of these regulations adopted hereunder or in conflict with a provision of any zoning, building, fire, safety, health or other ordinance, code, rule, or regulation of the City, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

In cases where two (2) or more provisions of these regulations are in conflict, the most stringent or restrictive shall prevail. It is not intended by these regulations to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other laws, ordinances, codes, rules, or regulations except those specifically repealed by these regulations, or to excuse any person from performing obligations to the City under any lease or other contract.

No existing or future City contract, lease agreement or other contractual arrangement, nor any payment or performance thereunder, shall excuse full and complete compliance with these regulations. Compliance with these regulations shall not excuse full and complete compliance with any obligations to the City under any existing or future City contract, lease, agreement, or other contractual arrangement.

Compliance with these regulations does not excuse failure to comply with any other law.

SECTION 14.0 PENALTY FOR VIOLATION

The Airport Director may deny use of the Airport for a period not exceeding fifteen (15) days for any person violating or refusing to comply with any of these rules or regulations prescribed herein pending a hearing by the

City. Upon such hearing, such person may be deprived of the further use of the Airport and its facilities for a period as may appear necessary for the protection of life and property. This section is cumulative of all other penalties for violation of Federal, State, and Local laws, rules, regulations, ordinances, and orders. The Airport Director or City may request authorized agents to investigate suspected violations of these rules.

SECTION 15.0 SEVERABILITY

If any of the provisions of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 16.0 DEFINITIONS

The words and phrases included within this section should be understood as defined below with respect to the Rules and Regulations, unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases. All definitions contained in 49 U.S.C. § 40101 et seq. (previously known as the Federal Aviation Act of 1958, hereinafter cited as "FAA Act") and all amendments thereto shall be considered as included herein; and all definitions shall be interpreted on the basis and intention of the FAA Act and amendments thereto unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases. The definition of "Airport", "aircraft", "airplane", and other common terms used herein as defined in Part 1, Code of Federal Regulations, Title 14, Aeronautics and Space.

Abandon - as applied to property left at the Airport, means that the object has been left on City property or the property of another without consent of the City for forty-eight (48) hours without the owner moving or claiming it. Such property shall be impounded by the Big Spring Police Department and/or towed at the owner's expense.

Accident - a collision or other contact between any part of an aircraft or a vehicle, person, stationary object, or other thing which results in property damage, personal injury, or death; or an entry into or emerging from a moving aircraft or vehicle by a person which results in personal injury or death to such person or some other person or which results in property damage.

Aeronautical activity - any activity or service that involves, makes possible, or is required for the operation of aircraft, or contributes to, or is required for, the safety of such operations. "Aeronautical activities" include, but are not limited to, scheduled commercial passenger service, charter operations (under either Federal Aviation Regulation (FAR) Part 121 or 135), charter brokerage, aircraft hangar leasing, pilot training, aircraft rental and sight-seeing, aerial photography, crop dusting, fire suppression, aerial advertising and surveying, aircraft sales, leasing and servicing, aircraft management, and sale of aviation petroleum products, whether or not conducted in conjunction with other included activities which have a direct relationship to the operation of aircraft, repair and maintenance of aircraft, sale of general aviation aircraft parts, and other activities which because of their relationship to the operation of aircraft can appropriately be regarded as an "aeronautical activity."

Aeronautical business permit - administrative approval issued by the Airport Director to a person or company to conduct commercial activity and provide such services to based and transient aircraft at the Airport only in facilities at the Airport at which such services are authorized.

Aircraft - any device intended to be used, or designed, to navigate, or fly in the air.

Aircraft fuel - all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating: (a) an internal combustion engine; or (b) a jet or turbine engine.

Aircraft operation - an aircraft arrival at, or departure from, the Airport.

Aircraft Operations Area (AOA) - includes aircraft aprons, ramps, taxiways, taxi lanes and runways where aircraft movement is expected to occur.

Aircraft parking and storage areas - those hangar and apron locations at the Airport designated by the Airport Director for the parking and storage of aircraft, and such areas of the Airport designated for aircraft maintenance, engine run-up, and self-fueling.

Aircraft under Construction - non-airworthy or inactive aircraft in the process of being built (including, but not limited to, the non-commercial construction of amateur-built or kit-built aircraft), or an aircraft in the process of being extensively restored or temporarily out of service in the process of becoming airworthy may be stored in the hangar for up to two (2) years. The Airport Director may provide an extension of time if requested, provided the Airport Director completes a hangar inspection prior to making a final determination, and if the Lessee has demonstrated a need for a longer period. Before storing any Aircraft Under Construction, the Lessee must first obtain the Airport Director's written consent, which may be conditioned on the Lessee making progress toward the aircraft becoming active or airworthy. The Airport Director may require progress benchmarks at any stage to help ensure that the construction project proceeds towards completion in a reasonable time. Proof of ownership will be required for all Aircraft Under Construction requests.

Airport - the entirety of City-owned or leased real or personal property comprising Big Spring Mc Mahon-Wrinkle Airport as it currently exists or as it may hereafter be expanded and developed. "Airport" includes all its facilities as shown on the most current Airport Layout Drawing. "Airport" with a capital refers to Big Spring Mc Mahon-Wrinkle Airport for which these rules are adopted.

Airport Director - the duly appointed director of the Airport or the director's designee, as currently established by the City of Big Spring. It may hereafter, however, be designed as another representative duly appointed by the City Manager.

Airport Owner - the City of Big Spring

Airport Sponsor - the City of Big Spring

Airside - the area of the Airport that is either contained within the Airport perimeter fence, or which requires access through a controlled access point.

Based aircraft - an aircraft: (1) which the owner physically locates at the Airport with no present intention of definite and early removal and with the purpose to remain for period not less than six (6) months; (2) which, whenever absent from the Airport, its owner intends to return to the Airport for permanent storage or parking; and (3) whose presence at the Airport is something other than merely transitory in nature.

Based location - the location on the Airport that is listed as an aircraft's hangar, shade or tiedown location as registered with the Airport Director.

City - the City of Big Spring City Council and/or relevant City of Big Spring governmental and administrative departments.

Commercial activity - the conduct of any aspect of a business, concession, or service to provide goods or services to any person for compensation. An activity is considered commercial activity regardless of whether the business is nonprofit, charitable, or tax-exempt.

CTAF - Common Traffic Advisory Frequency

FAR - Federal Aviation Regulation(s) established by the Federal Aviation Administration.

Fixed Based Operator (FBO) - any person, firm or corporation which maintains facilities at the Airport for the purpose of engaging in the retail sale of aviation petroleum products, associated line service, aircraft airframe and/or engine repair and a minimum of two (2) of the following: flight instruction, aircraft rental/sales, air taxi, aircraft charter operations, avionics, instrument or propeller repair, or aircraft storage.

Fuel handling - the transportation, delivery, fueling, and draining of fuel or fuel waste products, and the fueling of aircraft.

Fuel storage area - any portion of the Airport designated temporarily or permanently by the City as an area in which gasoline or any other type of fuel may be stored or loaded.

General aviation - all phases of aviation other than aircraft manufacturing, military aviation, and scheduled or non-scheduled commercial aircraft operations.

Hazardous material - any hazardous or toxic substance, waste, or material:

A. the presence of which requires investigation, removal and/or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law.

B. which is or becomes subject to regulation under any federal, state, or local statute, regulation, rule or ordinance or amendments thereto.

C. which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency, department, commission, council, board, agency or instrumentality of the United States, the State of Texas, or any political subdivision thereof; or

D. which, without limitation, contains trichloroethene (“TCE”), 1,1,1 - trichloroethane (“TCA”), 1,1 - dichloroethane (“DCE”), tetrachloroethene (“PCE”), 1,2-dichloroethene, chloroform, gasoline, diesel fuel, propane or other petroleum hydrocarbons, polychlorinated biphenyls ("PCBs"), asbestos, urea formaldehyde foam insulation or radon gas.

Landside - the general public-use common areas of the Airport such as public roadways, parking lots and buildings which are not contained in the airside area.

Lessee – someone other than the City who has a possessory interest in real property that is at the airport and owned by the City.

Local aircraft operations - aircraft operating in the local air traffic pattern or within sight of the airfield; aircraft that are known to be departing for or arriving from flight in local practice areas located within a twenty (20) mile radius of the Airport; or aircraft making simulated instrument approaches or low passes at the Airport.

Major aircraft alterations and repair - major alterations and/or repairs of the parts or of the types listed in FAR Part 43.

NOTAM - Notice to Air Missions. NOTAMs are created and transmitted by the FAA and airport management to alert aircraft pilots of any hazards enroute or at a specific location.

Owner of an aircraft - a person who holds legal title to an aircraft.

Park or parking - the standing of an aircraft or vehicle, whether occupied or not.

Pedestrian - any person traveling on foot.

Permission or permit - permission granted by the City and/or Airport Director.

Preventive aircraft maintenance - maintenance that is not considered a major aircraft alteration or repair and does not involve complex assembly operations.

Public area - those areas normally used by the public, including structures and devices such as roadways, sidewalks and terminal facilities that are maintained and kept at the Airport for use by the public.

Roadway - any street or road whether improved or unimproved, within the boundaries of the Airport and set aside or designated for use by vehicles, whether dedicated or not.

Smoking - burning or carrying any lighted cigarette, tobacco or any other weed or plant, or placing any burning tobacco, weed or plant in an ashtray or other receptacle and allowing smoke to diffuse into the air.

Specialized Aviation Service Operation (SASO) - An aeronautical business that offers a single or limited service.

Taxilane - the portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking and storage areas.

Taxiway - a defined path established for the taxiing of aircraft from one part of the Airport to another.

Technical specialist - a technical representative of an aircraft manufacturer, aircraft engine manufacturer, aircraft appliance manufacturer, or a non-destructive inspection specialist.

Tenant – see *Lessee*.

Traffic pattern - the traffic flow that is prescribed for aircraft landing at, taxiing on, or taking off from the Airport.

Through-the-Fence (TTF) Operator – when the owner of a public airport permits access to the public landing area by independent operators offering an aeronautical activity or by aircraft based on land adjacent to, but not a part of, the airport property. Through-the-fence operations include businesses or individuals that have access to the airport infrastructure from outside airport property, or that utilize airport property to conduct a business but do not rent business space at the airport. Note that the Airport Sponsor's obligation to make an airport available for the use and benefit of the public does not extend to providing access from adjacent property. Such TTF operations can adversely affect the ability of an airport to sustain itself financially, result in unfair competitive situations, and contribute to loss of control with respect to airport access.

Vehicle - means a device, except aircraft, in, upon, or by which any person or property is or may be propelled or moved, except a device moved by human power.

Vehicle parking area - any portion of the Airport designated and made available temporarily or permanently by the City for the parking of vehicles.

COMMUNITY SERVICES MEMO

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Date: June 17, 2025

To: Mayor and City Council, City Manager

From: Susan Himes, Community Services Director

Subject: Request for approval of funds for Pops in the Park

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The Convention and Visitors' Bureau is requesting permission to grant $5,000 in funding to Pops in the Park. We have the funds in our budget for this.

Not only do tourists come and stay in hotels to experience Pops in the Park, we also have symphony members who do not live in the community who spend the night here, as well as family and friends with roots in Big Spring who come back for Pops in the Park as part of an annual tradition. I respectfully ask we approve this funding to help ensure the event continues.

COMMUNITY SERVICES MEMO

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Date: June 17, 2025

To: Mayor and City Council, City Manager

From: Susan Himes, Community Services Director

Subject: Request to accept grant from the Big Spring Community Area Foundation

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Community Services is requesting permission to formally accept a grant from the Big Spring Area Community Foundation for $250,000 for this fiscal year.

The Big Spring Area Community Foundation has graciously awarded us a $1 million dollar grant, to be paid over the course of four years, to go toward the new community center and related design and construction costs. Community Services applied for this grant with the Council's permission earlier this year and we are extremely grateful to all of the Board Members of the Big Spring Area Community Foundation who saw the important role the center played in our community and have taken this crucial step to help us rebuild.