



CITY COUNCIL REGULAR AGENDA

Tuesday, April 26, 2022

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, April 26, 2022, at 5:30 pm at the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas. **We welcome the public to attend the meeting via telecommunication. Citizens will be able to view the City Council Meeting on Our Local Channel 17 through Suddenlink or on Our Website <http://mybigspring.com/224/Channel-17-Live>.**

CITY COUNCIL MEETING ETIQUETTE

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

Open Session

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

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 – If you have public comments, please call 432-264-2411.** Thomason

Announcements, Presentations and Public Hearings

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

5. **Proclamation – Motorcycle Safety and Awareness Month** 6 Thomason

City Manager’s Report

6. Update on Large Item Pickup for District 4 Darden
7. Update on E-Waste Darden

Consent Items

8. Approval of the City Council Minutes of the Regular Meeting of April 12, 2022 and of the Special Meeting of April 19, 2022 7-15 Davis
9. Final Reading of a Resolution Authorizing and Directing the Mayor to Execute on Behalf of Said City, all Necessary Documents to Abandon an Easement within Lots 2-4 in Block 4 of the North McEwen Addition to the City of Big Spring, Howard County, Texas; and Providing an Effective Date 16-17 Bowles
10. Final Reading of a Resolution Authorizing the City Manager to Submit an Application for a Safer Grant on Behalf of the City of Big Spring Fire Department; and Providing an Effective Date 18-19 Thomason
11. Final Reading of an Ordinance Amending Chapter 2 of the Big Spring City Code Entitled “Administration,” Article III, “Officers and Employees,” Section 2-57, “Adoption of Civil Service for Firefighters and Civil Service Positions Designated,” Subsection (C) by Adding One Firefighter; Providing for Severability; and Providing an Effective Date 20-21 Thomason
12. Final Reading of an Ordinance Amending Chapter 44 of the Big Spring City Code Entitled “Solid Waste,” Article III “Illegal Dumping and Litter Control,” Section 44-107 “Illegal Dump Cleanup” by Adding a New Subsection (c) to Authorize the City Manager to Grant a Property Owner a Reduced Landfill Disposal Fee of \$0.01 Per Load of Waste Dumped Illegally on Private Property; Providing for Severability; and Providing an Effective Date 22-23 Hughes
13. Final Reading of an Ordinance Amending Ordinance Number 039-2021 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2021 and Ending 24-25 Bowles

September 30, 2022 by Increasing the Airpark Fund Budget for the Purpose of Seal Coating for Roads and Streets; Providing for Severability; Providing for Publication; and Providing an Effective Date

Old Business

- | | | |
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| 14. | TABLED Executive Session- Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Subchapter D, "Exceptions to Requirement that Meetings be Open," Chapter 551, Government Code, "Open Meetings," to Conduct a Private Consultation Under Section 551.071(1), "Consultation with Attorney; Closed Meeting," with the Attorney with Respect to Pending or Contemplated Litigation; (2) to Deliberate a Matter in Which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with the Open Meetings Act, see Section 551.071(2); and (3) in Accordance with the Open Meetings Act, Section 551.072, "Deliberation regarding Real Property; Closed Meeting" to Deliberate the Purchase, Exchange, Lease, or Value of Real Property when Deliberation in an Open Meeting Would have a Detrimental Effect on the Position of the Governmental Body in Negotiations with a Third Person. | Thomason |
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Vouchers

- | | | | |
|-----|-------------------------|---------------|----------|
| 15. | Vouchers for 04/14/2022 | \$ 399,409.43 | McDonald |
| | Vouchers for 04/20/2022 | \$ 18,500.53 | |
| | Vouchers for 04/21/2022 | \$ 962,443.33 | |

Bids

- | | | | |
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| 16. | Consideration and Possible Action to Accept a Bid Award for the 2022 Sludge Dewatering and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 26-27 | Medina |
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New Business

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| 17. | Presentation and Acceptance of the Big Spring Economic Development Corporation's Financial Statement for Year Ended September 30, 2021 by Bolinger, Segar, Gilbert & Moss | Handout | David Copeland |
| 18. | Presentation and Acceptance of the Comprehensive Annual Financial Report for Year Ended September 30, 2021 by Bolinger, Segar, Gilbert & Moss | Handout | David Copeland |

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|-----|--|---------|----------|
| 19. | Presentation of the Howard County Tax Assessor-Collector's Collection Fee Budget for 2021/2022 | 28 | S. Smith |
| 20. | Acknowledge Receipt of the Investment Report for the Quarter Ending March 31, 2021 | 29-30 | S. Smith |
| 21. | Acknowledge Receipt of the Quarterly Financial Report | Handout | S. Smith |
| 22. | Consideration and Permission to Apply for the 2022 Patrick Leahy Bulletproof Vest Partnership (BVP) Grant and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 31 | Williams |
| 23. | Emergency Reading of an Ordinance Suspending the Requirements of Big Spring City Code Sections 46-40, 46-41 and 46-42 for the Sole Purpose of Abandoning a 5' Easement Located on Lots 2-4 in Block 4 of the McEwen Addition of the City of Big Spring, Howard County, Texas; and Providing for an Effective Date | 32-33 | Hagen |
| 24. | First Reading of a Resolution Declaring City of Big Spring a Purple Heart City and Designating August 7 th of Each Year as "Purple Heart Day"; and Providing an Effective Date | 34-35 | Thomason |
| 25. | First Reading of a Resolution Accepting a Petition for Voluntary Extension of the City Limits of the City of Big Spring, Texas, by the Annexation of N/2 of Section 8, Block 32, T-1-S, T & P RR. Co. Survey, Howard County, Texas Adjacent to the City of Big Spring, Texas City Limits and Approving a Service Plan Agreement for Such Area; and Providing an Effective Date | 36-58 | Hagen |
| 26. | Consideration and Possible Action of an Interlocal Agreement with South Plains Association of Governments (SPAG) and Authorizing the Mayor to Execute any Necessary Documents | 59-62 | Medina |

Council Input

- | | | | |
|-----|----------------|--|----------|
| 27. | Input | | Thomason |
| 28. | Adjourn | | Thomason |

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.

Sec. 551.144. CLOSED MEETING; OFFENSE; PENALTY.

(a) A member of a governmental body commits an offense if a closed meeting is not permitted under this chapter and the member knowingly:

- (1) calls or aids in calling or organizing the closed meeting, whether it is a special or called closed meeting;
- (2) closes or aids in closing the meeting to the public, if it is a regular meeting; or
- (3) participates in the closed meeting, whether it is a regular, special, or called meeting.

(b) An offense under Subsection (a) is a misdemeanor punishable by:

- (1) a fine of not less than \$100 or more than \$500;
- (2) confinement in the county jail for not less than one month or more than six months; or
- (3) both the fine and confinement.

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, April 22, 2022 at 5:00 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

PERSONS WISHING TO HAVE AN INTERPRETER SHOULD CONTACT TAMI DAVIS AT 264-2513 or tdavis@mybigspring.com. REQUESTS FOR AN INTERPRETER SHOULD BE MADE AT LEAST 72 HOURS IN ADVANCE OF THE MEETING TIME.



**PROCLAMATION DECLARING MAY 2022 AS
MOTORCYCLE SAFETY AND AWARENESS MONTH**

WHEREAS, today’s society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and, most of all, fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, urging all citizens or our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve; and

NOW, THEREFORE, I Mayor Shannon D. Thomason of the City of Big Spring, Texas, do hereby proclaim the City of Big Spring’s support of Motorcycle Safety and Awareness Month in May 2022 and respectfully request that our citizens, motorists and riders alike, take care, be safe, be mindful of one another, and above all, “Share The Road”.



GIVEN UNDER MY HAND

and seal of the
City of Big Spring, Texas
this 26th day of April, 2022

Shannon D. Thomason, Mayor
4-26-2022 Agenda

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 p.m., April 12, 2022, with the following members present in person:

| | |
|------------------|---------------|
| SHANNON THOMASON | Mayor |
| NICK ORNELAS | Mayor Pro Tem |
| DIANE YANEZ | Councilmember |
| CODY HUGHES | Councilmember |
| GLORIA MCDONALD | Councilmember |
| TROY TOMPKINS | Councilmember |
| MAURY SMITH | Councilmember |

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

| | |
|---------------|------------------------|
| TODD DARDEN | City Manager |
| JOHN MEDINA | Assistant City Manager |
| ANDREW HAGEN | City Attorney |
| CHAD WILLIAMS | Police Chief |
| SHANE BOWLES | Public Works Director |
| MIKE FEELEY | Airpark Director |
| SANDY SMITH | Finance Director |
| TAMI DAVIS | City Secretary |
| TIM GREEN | Municipal Judge |

INVOCATION & PLEDGE OF ALLEGIANCE

Councilmember Thompkins gave the invocation and Mayor Thomason led the Pledge of Allegiance to the American and Texas Flags.

PUBLIC COMMENT

A couple of citizens spoke regarding items on the agenda.

ANNOUNCEMENTS, PRESENTATIONS AND PUBLIC HEARINGS

PROCLAMATION – DISTRACTED DRIVING AWARENESS MONTH

Mayor Thomason read and presented a proclamation to Municipal Court Judge Green and Police Chief Williams declaring the month of April as Distracted Driving Awareness Month.

CITY MANAGER’S REPORT

Todd Darden, City Manager, gave an update on the following:

- Reminder on Large Item Pickup for District 4 on April 20, 2022
- E-Waste on April 23, 2022
- Landfill received an ACEC Award
- Updated on the Parks Master Plan
- Need more Boards & Committee members
- Reminder of City Holiday – Good Friday on April 15, 2022
- Reminder of a Special Council meeting on April 19, 2022

CONSENT ITEMS

APPROVAL OF THE CITY COUNCIL MINUTES OF THE REGULAR MEETING OF MARCH 22, 2022

FINAL READING OF A RESOLUTION AMENDING THE AUTHORIZED REPRESENTATIVES EMPOWERED TO TRANSMIT AND WITHDRAW FUNDS FROM TEXPOOL; AND DECLARING AN EFFECTIVE DATE

FINAL READING OF AN ORDINANCE AMENDING ARTICLE 6 OF THE BIG SPRING ZONING ORDINANCE ENTITLED “DISTRICT REGULATION, SECTION 6-6 “DISTRICTS AND PERMITTED USES” TO INCLUDE INDOOR SHOOTING RANGES AS A PERMITTED USE IN THE HEAVY COMMERCIAL (HC), LIGHT INDUSTRIAL (LI) AND HEAVY INDUSTRIAL (HI) DISTRICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Mayor Pro Tem Ornelas to approve the above captioned minutes, resolution and ordinance, seconded by Councilmember Yanez, with all members of the Council present voting “aye.”

VOUCHERS

Councilmember Hughes reviewed the following vouchers:

| | | |
|-------------------------|----|------------|
| VOUCHERS FOR 03/24/2022 | \$ | 918,175.65 |
| VOUCHERS FOR 03/31/2022 | \$ | 182,625.62 |

Motion was made by Councilmember Hughes to approve the above captioned vouchers, seconded by Councilmember Smith, with all members of the Council present voting “aye.”

Councilmember McDonald reviewed the following vouchers:

| | | |
|-------------------------|----|--------------|
| VOUCHERS FOR 04/07/2022 | \$ | 1,351,170.07 |
|-------------------------|----|--------------|

Motion was made by Councilmember McDonald to approve the above captioned vouchers, seconded by Councilmember Tompkins, with all members of the Council present voting “aye.”

OLD BUSINESS

TABLED EXECUTIVE SESSION - ADJOURN INTO EXECUTIVE SESSION IN ACCORDANCE WITH THE PURPOSES PERMITTED BY THE OPEN MEETINGS ACT, SUBCHAPTER D, “EXCEPTIONS TO REQUIREMENT THAT MEETINGS BE OPEN,” CHAPTER 551, GOVERNMENT CODE, “OPEN MEETINGS,” TO CONDUCT A PRIVATE CONSULTATION UNDER SECTION 551.071(1), “CONSULTATION WITH ATTORNEY; CLOSED MEETING,” WITH THE ATTORNEY WITH RESPECT TO PENDING OR CONTEMPLATED LITIGATION; (2) TO DELIBERATE A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE OPEN MEETINGS ACT, SEE SECTION 551.071(2); AND (3) IN ACCORDANCE WITH THE OPEN MEETINGS ACT, SECTION 551.072, “DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING” TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY WHEN DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PERSON.

No motion was made to remove the above caption executive session off the table.

NEW BUSINESS

ACKNOWLEDGE RECEIPT OF THE QUARTERLY CLAIMS AND LITIGATION REPORT FROM THE CITY ATTORNEY

Councilmembers acknowledged receipt of the above captioned report.

EMERGENCY READING OF A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ON BEHALF OF SAID CITY, ALL NECESSARY DOCUMENTS TO ABANDON AN EASEMENT WITHIN LOTS 2-4 IN BLOCK 4 OF THE NORTH McEWEN ADDITION TO THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE

Motion was made by Councilmember Hughes to approve the above captioned resolution as an emergency reading, seconded by Councilmember McDonald. After a brief discussion, Councilmembers Hughes, Thomason, McDonald, Thompkins and Smith voting “aye.” Councilmembers Ornelas and Yanez, being opposed, voting “nay” for passage of same. Motion **passed as a first reading** due to the lack of an unanimous vote for an emergency reading.

FIRST READING OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR A SAFER GRANT ON BEHALF OF THE CITY OF BIG SPRING FIRE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Mayor Thomason to approve the above captioned resolution, seconded by Mayor Pro Tem Ornelas, with all members of the Council present voting “aye.”

FIRST READING OF AN ORDINANCE AMENDING CHAPTER 2 OF THE BIG SPRING CITY CODE ENTITLED “ADMINISTRATION,” ARTICLE III, “OFFICERS AND EMPLOYEES,” SECTION 2-57, “ADOPTION OF CIVIL SERVICE FOR FIREFIGHTERS AND CIVIL SERVICE POSITIONS DESIGNATED,” SUBSECTION (C) BY ADDING ONE FIREFIGHTER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Mayor Thomason to approve the above captioned ordinance, seconded by Mayor Pro Tem Ornelas, with Councilmembers Ornelas, Yanez, Hughes, Thomason, McDonald and Smith voting “aye.” Councilmember Tompkins, being opposed, voting “nay” for passage of same. Motion **passed** six to one.

FIRST READING OF AN ORDINANCE AMENDING CHAPTER 44 OF THE BIG SPRING CITY CODE ENTITLED “SOLID WASTE,” ARTICLE III “ILLEGAL DUMPING AND LITTER CONTROL,” SECTION 44-107 “ILLEGAL DUMP CLEANUP” BY ADDING A NEW SUBSECTION (C) TO AUTHURIZE THE CITY MANAGER TO GRANT A PROPERTY OWNER A REDUCED LANDFILL DISPOSAL FEE OF \$0.01 PER LOAD OF WASTE ILLEGAL DUMPED ON PRIVATE PROPERTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember Hughes to approve the above captioned ordinance, seconded by Mayor Thomason with all members of the Council present voting “aye.”

FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NUMBER 039-1021 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022 BY INCREASING THE AIRPARK FUND BUDGET FOR THE PURPOSE OF SEAL COATING FOR ROADS AND STREETS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember Hughes to approve the above captioned ordinance, seconded by Councilmember McDonald, with all members of the Council present voting “aye.”

CONSIDERATION AND POSSIBLE ACTION OF AN AGREEMENT WITH THE YMCA FOR LIFEGUARDS AT THE RUSS MCEWEN AQUATIC CENTER AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember McDonald, seconded by Mayor Pro Tem Ornelas to approve the above captioned agreement, with all members of the Council present voting “aye.”

CONSIDERATION AND POSSIBLE ACTION OF A SUBSCRIPTION AGREEMENT WITH BSI ONLINE BACKFLOW SOLUTION, INC. FOR BACKFLOW PREVENTION NOTIFICATIONS AND REQUIREMENTS AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Hughes to approve the above captioned agreement, seconded by Mayor Thomason, with all members of the Council present voting “aye.”

CONSIDERATION AND POSSIBLE ACTION OF AN AGREEMENT WITH PARKHILL FOR FENCE NETTING AT THE LANDFILL AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember McDonald to approve the above captioned agreement, seconded by Councilmember Hughes, with all members of the Council present voting “aye.”

CONSIDERATION AND POSSIBLE ACTION OF AN AGREEMENT WITH JACOB MARTIN, LLC FOR THE UNION PACIFIC RAILROAD SEWER LINE RE-ROUTE AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Hughes to approve the above captioned agreement, seconded by Councilmember Smith, with all members of the Council present voting “aye.”

CONSIDERATION AND POSSIBLE ACTION OF AN AGREEMENT WITH JACOB MARTIN, LLC FOR THE JOHNSON STREET 12-INCH WATER LINE RE-ROUTE AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Hughes to approve the above captioned agreement, seconded by Mayor Thomason, with all members of the Council present voting “aye.”

Mayor adjourned the meeting for a break at 6:41 p.m.

Mayor reconvened the meeting at 6:51 p.m.

CONSIDERATION AND POSSIBLE ACTION ON THE FOLLOWING ITEMS RELATED TO LEASE OF REAL PROPERTY AT 2801 WASSON ROAD TO KBYG/JOHN WEEKS:

- A. DIRECT THE CITY ATTORNEY TO GIVE NOTICE TO JOHN WEEKS TO VACATE THE RADIO STATION AND TOWER LEASE AT THE PROPERTY AT 2801 WASSON ROAD;
- B. DIRECT THE CITY MANAGER TO EXECUTE AN AGREEMENT TO TERMINATE 2016 LEASE WITH JOHN WEEKS.
- C. DIRECT THE CITY MANAGER TO EXECUTE A NEW LEASE AGREEMENT WITH WEEKS BROADCASTING, INC. WITH GUARANTOR JOHN WEEKS TO LEASE THE PROPERTY AT 2801 WASSON ROAD

After a brief discussion, motion was made by Councilmember McDonald to direct the City Manager or his designee to negotiate and execute a new lease agreement with John Weeks, seconded by Councilmember Smith.

Motion was made by Mayor Thomason to amend the motion to approve the above listed items B & C, seconded by Councilmember McDonald, with Councilmembers Hughes, Thomason, McDonald and Smith voting “aye.” Councilmembers Ornelas, Yanez and Tompkins, being opposed, voting “nay” for passage of same. Motion **passed** four to three.

Motion was made by Councilmember McDonald to approve the amended motion to include the above listed items B & C, seconded by Councilmember Smith, with Councilmembers Hughes, Thomason, McDonald and Smith voting “aye.” Councilmembers Ornelas, Yanez and Tompkins, being opposed, voting “nay” for passage of same. Motion **passed** four to three.

COUNCIL INPUT

Several Councilmembers thanked staff for their help with certain projects.

Mayor Thomason reminded everyone to help control the pet population by having their pets spayed or neutered.

ADJOURN

Mayor Thomason adjourned the meeting at 7:24 p.m.

Shannon D. Thomason, Mayor

ATTEST:

Tami L. Davis, City Secretary

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

The City Council of the City of Big Spring, Texas, met in a special meeting in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 p.m., April 19, 2022, with the following members present in person:

| | |
|------------------|---------------|
| SHANNON THOMASON | Mayor |
| DIANE YANEZ | Councilmember |
| CODY HUGHES | Councilmember |
| TROY TOMPKINS | Councilmember |

(Councilmembers Ornelas, McDonald, and Smith were not present at this meeting.)

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

| | |
|--------------|------------------------|
| TODD DARDEN | City Manager |
| JOHN MEDINA | Assistant City Manager |
| ANDREW HAGEN | City Attorney |
| SHANE BOWLES | Public Works Director |
| SANDY SMITH | Finance Director |
| TAMI DAVIS | City Secretary |

PUBLIC COMMENT

No comments at this time.

PUBLIC HEARINGS

PUBLIC HEARING – CONSIDERATION AND POSSIBLE ACTION CONCERNING ABATEMENT OF PUBLIC NUISANCE, TO WIT: SANITATION, ACCUMULATION OF RUBBISH AND GARBAGE, AND OTHER VIOLATIONS OF THE PROPERTY MAINTENANCE CODE, AT 710 E 13TH ST., BIG SPRING, TEXAS 79720 – LT 6 BK 11 COLE AND STRAYHORN – OWNER: ROSEMARY KNECHT, 710 E 13TH ST. BIG SPRING, TEXAS

PUBLIC HEARING – CONSIDERATION AND POSSIBLE ACTION CONCERNING ABATEMENT OF PUBLIC NUISANCE, TO WIT: HAZARDOUS STRUCTURE OR PREMISES, ACCUMULATION OF RUBBISH OR GARBAGE, AND OTHER VIOLATIONS OF THE PROPERTY MAINTENANCE CODE AT 1305 ROBIN, BIG SPRING, TEXAS 79720 – LOTS 6-9, BK 2 – OWNER: GAIL JUNE MCCONNELL, 7707 MESQUITE PASS, CONVERSE, TEXAS 78109

PUBLIC HEARING – CONSIDERATION AND POSSIBLE ACTION CONCERNING ABATEMENT OF PUBLIC NUISANCE, TO WIT: SANITATION, ACCUMULATION OF RUBBISH AND GARBAGE, AND OTHER VIOLATIONS OF THE BIG SPRING PROPERTY MAINTENANCE CODE, AT 1407 E 14TH ST., BIG SPRING, TEXAS 79720 – W/27.5 OF LT 2 & E/2 OF LT 3, BK 3 SUNSET PLACE – OWNER: GUADALUPE RODRIGUEZ, 1407 E 14TH ST, BIG SPRING, TEXAS 79720

PUBLIC HEARING – CONSIDERATION AND POSSIBLE ACTION CONCERNING ABATEMENT OF PUBLIC NUISANCE, TO WIT: SANITATION, ACCUMULATION OF RUBBISH AND GARBAGE, AND OTHER VIOLATIONS OF THE PROPERTY MAINTENANCE CODE, AT 710 LORILLA, BIG SPRING, TEXAS 79720 – LT S/50 OF LT 11, BK 12 SETTLES HEIGHTS - OWNER: KATHY SIGMON 3304 W HWY 80, APT 29, BIG SPRING, TEXAS 79720

Andrew Hagen, City Attorney, explained the rules and procedures of the above listed hearings regarding abatement of nuisances according to the City of Big Spring Code of Ordinances.

Motion was made by Councilmember Hughes to open the above caption public hearings, seconded by Councilmember Yanez, with all members of the Council present voting “aye.”

Mayor Thomason swore in each witness which included the following:

- Dan Hendrickson – Fire Marshall
- Jacob Leos – Code Officer
- Nick Reyna – Building Inspector
- Michelle Sanchez – Administrative Assistant for Code Enforcement
- Lupe Rodriguez – Citizen and Owner of 1407 E. 14th Street

PUBLIC HEARING REGARDING THE ADDRESS OF 710 E 13TH STREET, BIG SPRING, TEXAS, 79720 – LT 6, BK 11 COLE AND STRAYHORN

Mr. Hagen reported that progress has been made at this property and recommends that no action be taken at this time. Councilmembers agreed.

Mayor adjourned the meeting for a break at 5:47 p.m.

Mayor reconvened the meeting at 5:49 p.m.

PUBLIC HEARING REGARDING THE ADDRESS OF 1305 ROBIN, BIG SPRING, TEXAS, 79720 – LOTS 6-9, BK 2

Mr. Hagen presented the evidence to the City Council and questioned the witnesses. Motion was made by Mayor Thomason that the City Council issue an abatement order for the property of 1305 Robin, seconded by Councilmember Hughes, with all members of the Council present voting “aye.”

Mayor adjourned the meeting for a break at 6:24 p.m.

Mayor reconvened the meeting at 6:42 p.m.

PUBLIC HEARING REGARDING THE ADDRESS OF 1407 E. 14TH STREET, BIG SPRING, TEXAS 79720 – W/27.5 OF LT 2 & E/2 OF LT 3, BK 3 SUNSET PLACE

Mr. Hagen presented the evidence to the City Council and questioned the witnesses. After a brief discussion that progress has been made and the owner needing a little more time to clean his property, motion was made by Mayor Thomason that the City Council issue an abatement order for the property of 1407 E. 14th Street with the agreement that no procedure is to begin no sooner than May 19, 2022, seconded by Councilmember Hughes, with all members of the Council present voting “aye.”

Mayor adjourned the meeting for a break at 7:44 p.m.

Mayor reconvened the meeting at 7:54 p.m.

PUBLIC HEARING REGARDING THE ADDRESS OF 710 LORILLA, BIG SPRING, TEXAS 79720 – LT S/50 OF LT 11, BK 12 SETTLES HEIGHTS

Mr. Hagen presented the evidence to the City Council and questioned the witnesses. Motion was made by Councilmember Hughes that the City Council issue an abatement order for the property of 710 Lorilla, seconded by Councilmember Yanez, with all members of the Council present voting “aye.”

COUNCIL INPUT

Several Councilmembers thanked staff for their hard work on these cases and stated that they were glad to see the progress of Code Enforcement.

Mayor Thomason reminded everyone to help control the pet population by having their pets spayed or neutered.

ADJOURN

Mayor Thomason adjourned the meeting at 8:17 p.m.

Shannon D. Thomason, Mayor

ATTEST:

Tami L. Davis, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ON BEHALF OF SAID CITY, ALL NECESSARY DOCUMENTS TO ABANDON AN EASEMENT WITHIN LOTS 2-4 IN BLOCK 4 OF THE NORTH McEWEN ADDITION TO THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City staff petitions the City Council to abandon this existing 5' easement belonging to the City of Big Spring; and

WHEREAS, said easement was dedicated to the City upon the development of a portion of the McEwen Addition for possibly serving these properties with water and sewer services;

WHEREAS, the McEwen Addition has since been fully developed and includes an alley by which the City presently provides the area with water and sewer services; and

WHEREAS, the City no longer maintains a utility services in this easement;

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

SECTION 1. The Mayor is hereby authorized and directed, on behalf of the City of Big Spring, to convey each portion of the 5' easement located within Lots 2-4 in Block 4 of the McEwen Addition of the City of Big Spring, Howard County, Texas, as depicted in the Amended Plat, attached as Exhibit A, to the property owners on which the easement is located, respectively.

SECTION 2. This Ordinance shall take effect immediately after passage in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 12th day of April, 2022 with five members of the Council voting "aye" and two members of the Council voting "nay" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 26th day of April, 2022 with all members of the Council voting "aye" for the passage of same.

Shannon D. Thomason, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR A SAFER GRANT ON BEHALF OF THE CITY OF BIG SPRING FIRE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Federal Emergency Management Agency’s Staffing for Adequate Fire and Emergency Response Grants (“SAFER”) were created to provide funding directly to fire departments to help them increase or maintain the number of trained, front-line firefighters available in their communities;

WHEREAS, the goal of the Federal Emergency Management Agency (“FEMA”) Staffing for Adequate Fire and Emergency Response Grants (“SAFER”) GRANT is to enhance the ability of fire departments to comply with staffing, response, and operational standards established by the National Fire Protection Association;

WHEREAS, having a sufficient number of operational personnel in order to respond to fires, vehicle accidents, medical and other emergencies is a high priority of the Big Spring Fire Department;

WHEREAS, if approved, the SAFER Grant would require the City to provide matching funds; and

WHEREAS, this Council finds that application for and acceptance of the SAFER Grant will benefit the City and its residents.

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

SECTION 1. The City Manager or his designee is hereby authorized and directed to file an application, and to submit any needed information or documentation required with said application, for a SAFER Grant.

SECTION 2. This Council hereby acknowledges and agrees that if the City’s application is approved, participation in the SAFER Grant Program will require compliance with the Program’s guidelines and assurances.

SECTION 3. This Resolution shall take effect immediately after passage in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 12th day of April, 2022 with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 26th day of April, 2022 with all members of the Council voting “aye” for the passage of same.

Shannon D. Thomason, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING CHAPTER 2 OF THE BIG SPRING CITY CODE ENTITLED "ADMINISTRATION," ARTICLE III, "OFFICERS AND EMPLOYEES," SECTION 2-57, "ADOPTION OF CIVIL SERVICE FOR FIREFIGHTERS AND CIVIL SERVICE POSITIONS DESIGNATED," SUBSECTION (C) BY ADDING ONE FIREFIGHTER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council adopts the following ordinance;

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

SECTION 1. The Big Spring City Code entitled "Administration," Article III, "Officers and Employees," Section 2-57, "Adoption of civil service for firefighters and civil service positions designated," is hereby amended in part as follows:

Sec. 2-57. - Adoption of civil service for firefighters and civil service positions designated.

...

(c) Classification of all firefighters and the number of authorized positions in each classification are as follows:

| Classification | Number of Authorized Positions |
|-----------------|--------------------------------|
| * Fire chief | 1 |
| ** Deputy chief | 7 |
| Lieutenant | 15 |
| Driver | 15 |
| *** Firefighter | 35 36 |
| Total | 73 74 |

* Non-civil service

** One of the six deputy chiefs will be appointed by the fire chief in accordance with Texas Government Code § 143.014. One deputy chief will be assigned as fire marshal and certified health inspector by the fire chief in accordance with Texas Government Code § 143.042.

*** In 2019, the Big Spring Fire Department was awarded the SAFER grant from FEMA. The grant pays for ten firefighter positions for a three-year period (ending in 2022). Prior to the end of the three-year term, the fire chief and HR director will evaluate the ability of the city to maintain the additional firefighters. If it is determined that the city is unable to maintain the additional firefighter positions, the additional firefighter positions will be eliminated through attrition; however, the city will maintain no less than ~~25~~ 26 firefighters.

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 12th day of April, 2022 with six members of the Council voting "aye" and one member of the Council voting "nay" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 24th day of April, 2022 with all members of the Council voting "aye" for the passage of same.

Shannon D. Thomason, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 44 OF THE BIG SPRING CITY CODE ENTITLED “SOLID WASTE,” ARTICLE III “ILLEGAL DUMPING AND LITTER CONTROL,” SECTION 44-107 “ILLEGAL DUMP CLEANUP” BY ADDING A NEW SUBSECTION (c) TO AUTHORIZE THE CITY MANAGER TO GRANT A PROPERTY OWNER A REDUCED LANDFILL DISPOSAL FEE OF \$0.01 PER LOAD OF WASTE DUMPED ILLEGALLY ON PRIVATE PROPERTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, property owners are responsible for cleaning illegal dump sites on their own property at their own expense; and

WHEREAS, the City Council finds that this creates an additional burden on property owners upon whose property is used for illegal dumping; and

WHEREAS, it is the sense of City Council that the City Manager should have discretion to reduce the landfill disposal charge for such property owners to a nominal fee for illegally dumped matter so as to compensate such property owners as crime victims and to encourage the clean-up of illegally dumped material;

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

SECTION 1. The Big Spring City Code, Chapter 44 entitled “Solid Waste,” Article III “Illegal Dumping and Litter Control,” Section 44-107 “Illegal dump cleanup” is hereby by adding a new subsection (c) to read as follows:

Sec. 44-107. - Illegal dump cleanup.

...

(c) The City Manager or his designee may grant a property owner a reduced rate at the landfill of \$0.01 per load of waste that was illegally dumped on their property.

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **12th** day of **April, 2022** with five members voting “aye” and two members voting “nay” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **26th** day of **April, 2022** with all members of the Council voting “aye” for the passage of same.

Shannon D. Thomason, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 039-2021 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022 BY TRANSFERRING FUNDS WITHIN THE AIRPARK FUND BUDGET FOR THE PURPOSE OF SEAL COATING FOR ROADS AND STREETS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2021-22 budget for the City of Big Spring, Texas on September 28, 2021 (“Budget”); and

WHEREAS seal coating for the McMahan Wrinkle Airpark was not included in such Budget; and

WHEREAS the City Manager and the Finance Director recommend that the City Council increase the Airpark Fund capital account 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, 2021 and ending September 30, 2022 is hereby increased by the amount of \$240,000.00 to the capital account number 410-021-610-6219 and decreasing the same amount in the Airpark maintenance account number 410-021-610-5311 for the purpose of seal coating for the roads and streets.

SECTION 2. The remaining portions of Ordinance Number 039-2021 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 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. The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 6. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 12th day of April, 2022 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 26th day of April, 2022 with all members of the Council voting “aye” for the passage of same.

Shannon D. Thomason, Mayor

ATTEST:

Tami L. Davis, City Secretary



MEMORANDUM

Date: April 22, 2022
To: Mayor Thomason, Big Spring City Council Members and Todd Darden, City Manager
From: Shane Bowles, Public Works Director
Re: 2022 Sludge Dewatering Bid Award

On April 21, 2022 the City of Big Spring opened bids for the Water Treatment Plant Sludge Removal Project. 4 bids were received for this project. The bids consisted of a base bid to remove sludge from four sedimentation basins. The low bid of \$193,562.40 was submitted by Synagro Technologies of Baltimore, Maryland. I have evaluated the low bid for conformity with the advertisement for bids and checked the references of the apparent low bidder. Based on our evaluation of the bids, it is recommended that the City of Big Spring awards the bid to Synagro Technologies for the bid amount of \$193,562.40.



BID TABULATION

Big Spring Bid Opening : Sludge Dewatering
Bid No: 22-018 DATE: 4/21/22 3PM

| | <u>VENDOR</u> | <u>BID AMOUNT</u> |
|---|--------------------|-------------------|
| 1 | P&H Senesac, Inc | \$ 203,850.70 |
| 2 | Synagro of Texas | \$ 193,562.40 |
| 3 | Merrell Bros. Inc. | \$ 303,360.00 |
| 4 | Univar | NO BID |
| 5 | Magna Flow | NO BID |

**THE COUNTY OF HOWARD
OFFICE TAX ASSESSOR COLLECTOR
TIFFANY SAYLES**

**COLLECTION FEE BUDGET
2022**

Salaries:

| | |
|-----------------|-------------|
| Tiffany Sayles | \$43,221.51 |
| Pricilla Gamboa | \$55,691.60 |
| Emma Bermea | 28,969.59 |
| Erica Rodrigues | 55,015.47 |
| Donna Richmond | 55,015.47 |

Total Salaries \$237,913.64

Expenses:

| | | |
|------------------------|-------------|---|
| Postage | \$15,000.00 | |
| Tax Roll Forms | 11,568.00 | |
| Tax Roll on USB Format | 200.00 | |
| Telephone | 400.00 | |
| TACA | 125.00 | |
| Software | 321,463.00 | (One time payemt of \$290,400, Yearly Maint - \$31,063) |
| Audit | 2,500.00 | |
| Computer Yearly Maint. | 20,000.00 | |

Total Expenses \$371,256.00

TOTAL BUDGET \$609,169.64

Breakdown per Taxing Entity

Jurisdictions

| | Levy | Parcels | Levy Pt | Parcel Pt | Total |
|-----------------|----------------------|----------------|---------------------|---------------------|---------------------|
| Howard County | 18,395,100.88 | 129,228 | \$66,706.73 | \$81,142.08 | \$147,848.81 |
| Howard College | 13,285,314.98 | 129,228 | \$48,176.96 | \$81,142.08 | \$129,319.04 |
| Big Spring City | 7,764,694.04 | 14,560 | \$28,157.35 | \$9,142.20 | \$37,299.55 |
| Coahoma City | 193,392.64 | 1,152 | \$701.31 | \$723.34 | \$1,424.65 |
| Forsan City | 24,502.93 | 406 | \$88.86 | \$254.93 | \$343.78 |
| Big Spring ISD | 29,257,052.87 | 58,010 | \$106,095.77 | \$36,424.40 | \$142,520.17 |
| Coahoma ISD | 7,675,847.44 | 20,000 | \$27,835.17 | \$12,557.97 | \$40,393.14 |
| Forsan ISD | 7,243,520.83 | 22,291 | \$26,267.41 | \$13,996.49 | \$40,263.90 |
| Permian UWD | 153,119.53 | 110,211 | \$555.26 | \$69,201.33 | \$69,756.59 |
| | 83,992,546.14 | 485,086 | \$304,584.82 | \$304,584.82 | \$609,169.64 |

**City of Big Spring
Cash and Texpool Account Balances
Quarter Ending March 31, 2022**


| | <u>Market Value</u> <u>12/31/21</u> | <u>Quarterly</u> <u>Interest</u> <u>Income</u> | <u>Net Additions/</u> <u>Decreases</u> | <u>Market Value</u> <u>3/31/22</u> |
|-------------------------------------|--|--|---|---------------------------------------|
| <u>Checking Accounts</u> | | | | |
| Operating Checking Account | \$ 8,363,142.10 | \$ - | \$ 3,933,120.45 | \$ 12,296,262.55 |
| Payroll Checking Account | \$ 90,321.57 | \$ - | \$ (90,757.11) | \$ (435.54) |
| Health Insurance Checking Account | \$ 716,317.90 | \$ - | \$ 667,909.61 | \$ 1,384,227.51 |
| Worker's Comp Insurance Account | \$ 1,372,258.33 | \$ - | \$ (24,613.16) | \$ 1,347,645.17 |
| Total Checking | \$ 10,542,039.90 | \$ - | \$ 4,485,659.79 | \$ 15,027,699.69 |
| <u>TexPool Funds</u> | | | | |
| Utility Escrow | \$ - | \$ - | \$ - | \$ - |
| Airpark | \$ 526,583.58 | \$ 111.07 | \$ - | \$ 526,694.65 |
| Landfill Closure | \$ 4,412,185.13 | \$ 930.43 | \$ - | \$ 4,413,115.56 |
| Operating Account | \$ 3,071,342.61 | \$ 647.69 | \$ - | \$ 3,071,990.30 |
| Cemetery | \$ 372,205.89 | \$ 78.41 | \$ - | \$ 372,284.30 |
| Health Insurance | \$ - | \$ - | \$ - | \$ - |
| Total TexPool | \$ 8,382,317.21 | \$ 1,767.60 | \$ - | \$ 8,384,084.81 |
| <u>Prosperity Bank</u> | | | | |
| CD - Maturity 12/11/20 | \$ 13,017.76 | \$ 3.20 | \$ - | \$ 13,020.96 |
| Total Prosperity Bank | \$ 13,017.76 | \$ 3.20 | \$ - | \$ 13,020.96 |
| <u>BBVA Compass</u> | | | | |
| Money Market - 6748561224 | \$ 6,749,918.92 | \$ 166.44 | \$ - | \$ 6,750,085.36 |
| Total BBVA Compass | \$ 6,749,918.92 | \$ 166.44 | \$ - | \$ 6,750,085.36 |
| <u>Brokerage CD's</u> | | | | |
| Beginning Date 3/13/20 | | | | |
| 1st Jackson Bank | \$ 249,000.00 | \$ 706.07 | \$ - | \$ 249,000.00 |
| 1st Source Bank | \$ 247,000.00 | \$ 1,776.03 | \$ - | \$ 247,000.00 |
| American Express | \$ 248,000.00 | \$ 1,045.34 | \$ - | \$ 248,000.00 |
| Balboa Thrift Bank | \$ 249,000.00 | \$ 245.59 | \$ - | \$ 249,000.00 |
| Bank United National Assn | \$ 247,000.00 | \$ 213.16 | \$ - | \$ 247,000.00 |
| Bankwell Bank | \$ 249,000.00 | \$ 439.33 | \$ - | \$ 249,000.00 |
| Belmont Bank | \$ 249,000.00 | \$ 276.30 | \$ - | \$ 249,000.00 |
| BMW Bank | \$ 248,000.00 | \$ 1,168.32 | \$ - | \$ 248,000.00 |
| Capital One Bank | \$ - | \$ - | \$ 248,000.00 | \$ 248,000.00 |
| Eagle Bank | \$ 249,000.00 | \$ 951.65 | \$ - | \$ 249,000.00 |
| Encore Bank | \$ 249,000.00 | \$ 276.30 | \$ - | \$ 249,000.00 |
| Evergreen Bank | \$ 249,000.00 | \$ 613.97 | \$ - | \$ 249,000.00 |
| First Community Bank | \$ 249,000.00 | \$ 306.99 | \$ - | \$ 249,000.00 |
| Five Nine Bank | \$ 249,000.00 | \$ 306.99 | \$ - | \$ 249,000.00 |
| Independent Bank | \$ 249,000.00 | \$ 613.97 | \$ (249,000.00) | \$ - |
| Luana Savings Bank | \$ 247,000.00 | \$ 1,776.03 | \$ - | \$ 247,000.00 |
| Minnesota West Bank | \$ 249,000.00 | \$ 306.99 | \$ - | \$ 249,000.00 |
| Northpointe Bank | \$ 249,000.00 | \$ 460.48 | \$ (249,000.00) | \$ - |
| Preferred Bank | \$ 249,000.00 | \$ 644.66 | \$ - | \$ 249,000.00 |
| Romney Bank | \$ 249,000.00 | \$ 706.07 | \$ - | \$ 249,000.00 |
| Sunwest Bank | \$ 249,000.00 | \$ 276.30 | \$ - | \$ 249,000.00 |
| United States Treasury Notes | \$ - | \$ - | \$ 245,516.75 | \$ 245,516.75 |
| United States Treasury NTS | \$ - | \$ - | \$ 246,501.25 | \$ 246,501.25 |
| US Treas Sec Stripped Int Pmt | \$ 487,876.50 | \$ - | \$ - | \$ 487,876.50 |
| Total Brokerage CD's | \$ 5,459,876.50 | \$ 13,110.54 | \$ 242,018.00 | \$ 5,701,894.50 |
| <u>Agency Bond</u> | | | | |
| | \$ 1,000,000.00 | \$ 2,500.00 | \$ - | \$ 1,000,000.00 |
| Total Cash & Investments | \$ 31,147,170.29 | \$ 17,547.78 | \$ 4,727,677.79 | \$ 36,876,785.32 |

**City of Big Spring
Monthly Interest Rates
Quarter Ending March 31, 2022**

| | | <u>JAN</u> | <u>FEB</u> | <u>MAR</u> | <u>Average</u> |
|-----------------|--------------|------------|------------|------------|----------------|
| TexPool Funds | | 0.0376% | 0.0632% | 0.1536% | 0.0855% |
| Prosperity Bank | 12 month CD | 0.0500% | 0.0500% | 0.0500% | 0.0500% |
| BBVA Compass | Money Market | 0.0100% | 0.0100% | 0.0100% | 0.0100% |



 Sandra G. Smith - Finance Director



 Todd Darden - City Manager



Memorandum

To: Honorable Mayor, City Council, and City Manager

From: Chad Williams, Chief of Police

Date: April 19, 2022

Subject: Bureau of Justice Assistance (BJA) Grant

I am seeking consideration and permission to apply for the 2022 Patrick Leahy Bulletproof Vest Partnership (BVP) grant through the Bureau of Justice Assistance (BJA). The BVP program reimburses states, units of local government, and federally recognized tribes for up to 50% of the cost of armor vests purchased for law enforcement officers.

Your consideration in this matter is greatly appreciated.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS SUSPENDING THE REQUIREMENTS OF BIG SPRING CITY CODE SECTIONS 46-40, 46-41, AND 46-42 FOR THE SOLE PURPOSE OF ABANDONING A 5' EASEMENT LOCATED ON LOTS 2-4 IN BLOCK 4 OF THE MCEWEN ADDITION OF THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS; PROVIDING FOR AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY

WHEREAS, City Council finds it necessary to adopt the following ordinance; and

WHEREAS, the easement that is subject to this ordinance is of no value to the City of Big Spring; and

WHEREAS, City Council finds that there is a need to promptly abandon the easement by resolution, and as such, authorizes adoption of this ordinance as an emergency;

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

SECTION 1. The requirements to abandon an easement in Big Spring City Code Sections 46-40, 46-41, and 46-42 are suspended to allow for abandonment directed by a City Council resolution of the 5' utility easement located within Lots 2-4 in Block 4 of the McEwen Addition of the City of Big Spring, Howard County, Texas, as depicted in the Amended Plat, attached as Exhibit A.

SECTION 2. Once the abandonment and subsequent conveyances of the easement specified in this ordinance is complete, this ordinance shall no longer have any effect.

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. The City Council finds that the passage of this ordinance constitutes an emergency and an imperative public necessity that the Charter Rule requiring that City ordinances must be read at two separate meetings of the City Council be suspended and said rule is hereby suspended, and this ordinance shall be effective upon its publication as required by law.

PASSED AND APPROVED on emergency reading at a regular meeting of the City Council on the 19th day of **April, 2022**, with all members present voting "aye" for passage of the same.

Shannon D. Thomason, Mayor

ATTEST:

Tami L. Davis, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS DECLARING CITY OF BIG SPRING A PURPLE HEART CITY AND DESIGNATING AUGUST 7TH OF EACH YEAR AS “PURPLE HEART DAY”; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the people of the City of Big Spring have great admiration and the utmost gratitude for all the men and woman who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, the contributions and sacrifices of the men and women from the City of Big Spring who served in the Armed Forces have been vital in maintaining the freedom and way of life enjoyed by our citizens; and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces; and

WHEREAS, General George Washington, on August 7, 1782, by General Order, established the Badge of Military Merit; an award for exemplary service in the Continental Army during the War of Independence; and

WHEREAS, the Badge of Military Merit was the first military award of the independent colonies and the first award in western civilization designated specifically for the common soldier; and

WHEREAS, in 1932, with the assistance of General Douglas MacArthur, the Badge of Military Merit was revived and re-designated as the Purple Heart, a valor award for United States Army personnel; and

WHEREAS, in 1942 President Franklin D. Roosevelt, by Executive Order 9277, retroactive to December 6, 1941, expanded the awarding of the Purple Heart to members of all branches of the armed forces of the United States and established a uniform application of standards for the award in the Army and Navy; and

WHEREAS, in 1952, President Harry S. Truman, in Executive Order 10409, retroactively extended Navy, Marine Corps, and Coast Guard eligibility for the Purple Heart to April 5, 1917, to cover World War I; and

WHEREAS, in 1962, President John F. Kennedy, in Executive Order 11016, extended eligibility as well to any civilian national of the Unites States who, while serving under competent authority in any capacity with an armed force, has been wounded; and

WHEREAS, many citizens of our community have earned the Purple Heart Medal as a result of being wounded while engaged in combat with enemy force, construed as a singularly meritorious act of essential service; and

WHEREAS, this resolution shall designate as specific day in the City of Big Spring to remember and recognize veterans who are a recipient of the Purple Heart Medal; and

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

SECTION 1. The foregoing Findings are adopted by the City Council as though set forth in full.

SECTION 2. The City Council hereby proclaims the City of Big Spring as a “Purple Heart City,” honoring the service and sacrifice of our nation's men and women wounded or killed by the enemy while serving to protect the freedom enjoyed by all Americans.

SECTION 3. The City Council hereby proclaims that each August 7th shall be “Purple Heart Day” to honor the service and sacrifice of our nation's men and women wounded or killed serving to protect the freedom enjoyed by all Americans.

SECTION 4. This Resolution shall take effect immediately after passage in accordance with the provisions of the Charter of the City of Big Spring.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **26th** day of **April, 2022** with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **10th** day of **May, 2022** with all members of the Council voting “aye” for the passage of same.

Shannon D. Thomason, Mayor

ATTEST:

Tami L. Davis, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS ACCEPTING A PETITION FOR VOLUNTARY EXTENSION OF THE CITY LIMITS OF THE CITY OF BIG SPRING, TEXAS BY THE ANNEXATION OF N/2 OF SECTION 8, BLOCK 32, T-1-S, T & P RR. CO. SURVEY, HOWARD COUNTY, TEXAS ADJACENT TO THE CITY OF BIG SPRING, TEXAS CITY LIMITS AND APPROVING A SERVICE PLAN AGREEMENT FOR SUCH AREA; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Big Spring, Texas received a petition requesting voluntary annexation from the owners of land that is contiguous to the City of Big Spring, Texas, pursuant to the state law provisions for voluntary annexation; and

WHEREAS, Texas Local Government Code section 43.0671 authorizes the City of Big Spring, Texas to annex on petition of the area's landowners; and

WHEREAS, in accordance with state law, the above-described petition was filed with the City of Big Spring, Texas on _____; and

WHEREAS, the City Council of the City of Big Spring, Texas, hereby finds that the above-described petition, attached hereto as Exhibit 1, was properly filed pursuant to Texas Local Government Code Section 43.0671; and

WHEREAS, a written agreement regarding services as required by Texas Local Government Code Section 43.0672 is attached hereto as Exhibit 2.

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

SECTION 1. The City Council accepts the petition for voluntary annexation for a proposed development in N/2 of Section 8, Block 32, T-1-S, T & P RR Co. Survey, Big Spring, Howard County Texas, attached hereto as Exhibit 1.

SECTION 2. The City Council approves the written agreement regarding services to be provided upon annexation, for the property described in Exhibit 1, said agreements attached hereto as Exhibit 2.

SECTION 3. The City Council authorizes and directs the City Manager or designee to publish notice in the Big Spring Herald, a newspaper having general circulation in the City of Big Spring, Texas and within the territory to be annexed, about a public hearing to be held on _____ to give all interested persons the right to appear and be heard on the proposed annexation of such land.

SECTION 4. The City Council directs that that said publication be on or after the 20th day but before the 10th day before the date of the public hearing, and the same notice published shall be posted on the City’s website for the same corresponding time frame.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **26th** day of **April, 2022** with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **10th** day of **May, 2022** with all members of the Council voting “aye” for the passage of same.

Shannon D. Thomason, Mayor

ATTEST:

Tami L. Davis, City Secretary

EXHIBIT 1

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF BIG SPRING, TEXAS:

The undersigned owners of the hereinafter described tract of land petition your honorable Body to extend the present city limits so as to include as part of the City of Big Spring, Texas, the following described territory, to wit:

See Exhibits A and B

We certify that the above-described tract of land is contiguous and adjacent to the City of Big Spring, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Bobby Dale Barber, Owner

Cheryll Ann Barber, Owner

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Bobby Dale Barber and Cheryll Ann Barber, known to me to be the persons whose names are subscribed to the foregoing instrument, and each acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20__.

Notary Public, State of Texas

EXHIBIT 1

Jacoby Hopper,
Owner, J Hopper Homes, Inc.

STATE OF TEXAS §
 §
COUNTY OF HOWARD §

This instrument was acknowledged before me on the ____ day of _____, 20____, by Jacoby Hopper, of J Hopper Homes, Inc., a Texas Corporation, on behalf of said corporation.

Notary Public, State of Texas

Bradshaw and Associates, Inc.
Surveying/Engineering
2112 Scurry Street, Big Spring, Texas, 79720
432-263-1098 Fax 432-263-1294

April 04, 2022

5.08 ACRE TRACT
ANNEXATION
EXHIBIT "B"

Being a 5.08 acre tract of land out of the N/2 of Section 8, Block 32, T-1-S, T&P RR. Co. Survey Howard County, Texas, being more particularly described by metes and bounds below:

BEGINNING at a point in the South line of a 0.50 of an acre tract of land and the North Right of way of Oak Glen Drive (80' right of way), common corner of current City of Big Spring City limits, for the Western most corner of this tract, from which the NW corner of said Section 8 bears S 75°9'00" W 1532.06' (Record Bearing) and N 14°51'00" W 872.93';

THENCE N 75°9'00" E along the said North right of way of said Oak Glen Drive a distance of 54.23' to a 1/2" I.R. with cap found at the SE corner of said 0.50 of an acre tract, NE corner of Current Oak Glen Drive right of way, NW corner of a 0.635 of an acre tract for proposed extension of Oak Glen Drive, for a corner of this described tract of land;

THENCE N 83°2'55" E Along the North line of said 0.635 of an acre tract North line of proposed extension of Oak Glen Drive a distance of 110.07' to a 1/2" I.R. with cap found at in the North line of said 0.635 of an acre tract North line of proposed extension of Oak Glen Drive at the SW corner of a 0.614 of an acre tract (proposed Tract 6), for an interior corner of this described tract of land;

THENCE N 7°59'9" E along the West line of Said 0.614 of an acre tract a distance of 224.77' to a 1/2" I.R. with cap found at a corner of a 0.609 of an acre tract of land (proposed Tract 5) for a corner of this described tract of land;

THENCE N 3°9'11" W Along the West line of said 0.609 of an acre tract a distance of 128.11' to a 1/2" I.R. with cap found at the NW corner of a 0.595 of an acre tract of land (proposed Tract 4) for a NW corner of this described tract of land;

THENCE N 83°2'55" E along the North line of said 0.595 of an acre tract a distance of 275.61' to a 1/2" I.R. with cap found at the NE corner of the Future Extension of Holland Grace (variable width right of way) for a Northern corner of this described tract of land;

THENCE S 3°9'11" E along the East line of said extension of Holland Grace a distance of 88.29' to 1/2" with cap found at the NE corner of a 0.524 acre tract (proposed Tract 3) for an interior corner of this described tract of land;

THENCE N 82°24'13" E along the North line of said 0.524 of an acre tract a distance 206.66' to a 1/2" I.R. with cap found at the NE corner of said 0.524 of an acre tract for a NE corner of this described tract of land;

THENCE S 3°12'38" W along the East line of said 0.524 of an acre tract of land a distance of 234.15' to a 1/2" I.R. with cap found at the NE corner of a 2nd 0.524 of an acre tract of land (proposed tract 1) for a corner of this described tract of land;

THENCE S 18°2'50" W along the East line of said 2nd 0.524 of an acre tract a distance of 127.56' to a 1/2" I.R. with cap set at the SE corner of said 2nd 0.524 of an acre tract in the North line of a 2.26 acre tract of land for a Eastern corner of this described tract of land;

THENCE S 82°24'13" W along the South line of 2nd 0.524 of an acre tract, North line of said 2.26 acre tract a distance of 183.42' to a 1/2" I.R. with cap found in the South line of 2nd 0.524 of an acre tract, at the NE corner of said 2.26 acre tract and NE Corner of the current right of way of Holland Grace (60' right of way), for an interior corner of this described tract of land;

THENCE S 5°48'55" E along the East right of way of said Holland Grace and West line of said 2.26 acre tract of land a distance of 314.93' to point in a 1.92 acre tract, in the East line of Holland Grace, and falls in the line of the current City of Big Spring City limits for a SE corner of this described tract of land;

THENCE S 75°31'58" W along said City Limits and across said Holland Grace a distance of 60.00' to a point in the East line of a 0.61 of an acre tract of land in Said City limits line for the Southern most corner of this described tract of land;

THENCE N 5°34'31" W along the West right of way of said Holland Grace a distance of 324.36' to a point at the NE corner of a 0.74 of an acre tract of land in the South line of said 0.635 of an acre tract or an interior corner of this described tract;

22040130_ANNEX FN

THENCE S 84°13'56" W along the North line of said 0.74 of an acre tract as well as the South line of said 0.635 acre tract to a 1/2" I.R. with cap found at the NW corner of said 0.74 of an acre tract SE corner of the current right of way of said Oak Glen Drive for a corner of this described tract of land;

THENCE S 75°9'00" W along the South right of way of Said Oak Glen Drive to a point intersecting with the current City of Big Spring City limits for a Western corner of this described tract of land;

THENCE N 14°28'2" W across said Oak Glen Drive and along the said City limits a distance of 80.93' to the POINT OF BEGINNING.

Containing 5.08 acres of land



Robert D. Bradshaw
Registered Professional Land Surveyor
No. 5507



MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF BIG SPRING, TEXAS AND
BOBBY DALE BARBER AND CHERYLL ANN BARBER

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____, _____ by and between the City of Big Spring, Texas, a home-rule municipality of the State of Texas, ("City") and Bobby Dale Barber and Cheryll Ann Barber ("Owners").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the LGC permits the City to annex an area if all owners of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property Owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owners own certain parcels of land situated in Big Spring, Texas, which consists of approximately 1.902 acres of the 5.308 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described as and set forth in attached Exhibit A and depicted on attached Exhibit B as Holland Grace, Extension of Holland Grace, and Extension of Oak Glen, and incorporated herein by reference ("Property");

WHEREAS, Owners have filed a written request with the City for full-purpose annexation of the Property;

WHEREAS, City and Owners desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Big Spring City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owners agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property Owners’ participation in accordance with applicable city ordinances, rules, regulations, and policies.
 - i. Fire – The City’s Fire Department will provide emergency and fire protection services.
 - ii. Police – The City’s Police Department will provide protection and law enforcement services.
 - iii. Emergency Medical Services - The City’s Fire Department will provide emergency medical services.
 - iv. Planning, Zoning, and Building – The City will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
 - v. Publicly Owned Parks, Facilities, and Buildings
 1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, the aquatic center, etc.), and buildings throughout the City and as owned by the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.
 2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
 - vi. Streets The City will accept and maintain streets that meet the city’s subdivision regulations and construction standards and are approved by the city engineer for acceptance. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.
 - vii. Water
 1. Owners are responsible for connecting to the City water system according to City specifications, rules and guidelines. Owners are also responsible for building water mains in the Property according to City specifications, rules, and guidelines. Once connected to the City’s water mains, the City water system will be provided by the City at rates established by City ordinances for such service.
 2. New homes will be required to connect to the City’s water system at the Owners’ expense.
 - viii. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
 - ix. Code Compliance – The City’s Code Compliance Department will provide education, enforcements, and abatement relating to code violations within the Property.
- b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

- c. Owners understand and acknowledge that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **CONSENT TO ANNEX.** Owners request that the City of Big Spring, Texas annex the Property.
 5. **AUTHORITY.** City and Owners represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owners acknowledge that approval of the Annexation Case is within the sole discretion of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
 6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
 8. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
 9. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Howard County, Texas.
 10. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
 11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
 12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
 13. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
 14. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owners.
 15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This

Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF BIG SPRING

BOBBY DALE BARBER

Todd Darden, City Manager

Owner

Approved as to Form and Legality:

CHERYLL ANN BARBER

Andrew Hagen, City Attorney

Owner

ATTEST:

Tami L. Davis, City Secretary

STATE OF TEXAS §
 §
COUNTY OF HOWARD §

This instrument was acknowledged before me on the _____ day of _____, 20____, by R. Todd Darden, City Manager of the City of Big Spring, a Texas municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Bobby Dale Barber and Cheryl Ann Barber, known to me to be the persons whose names are subscribed to the foregoing instrument, and each acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

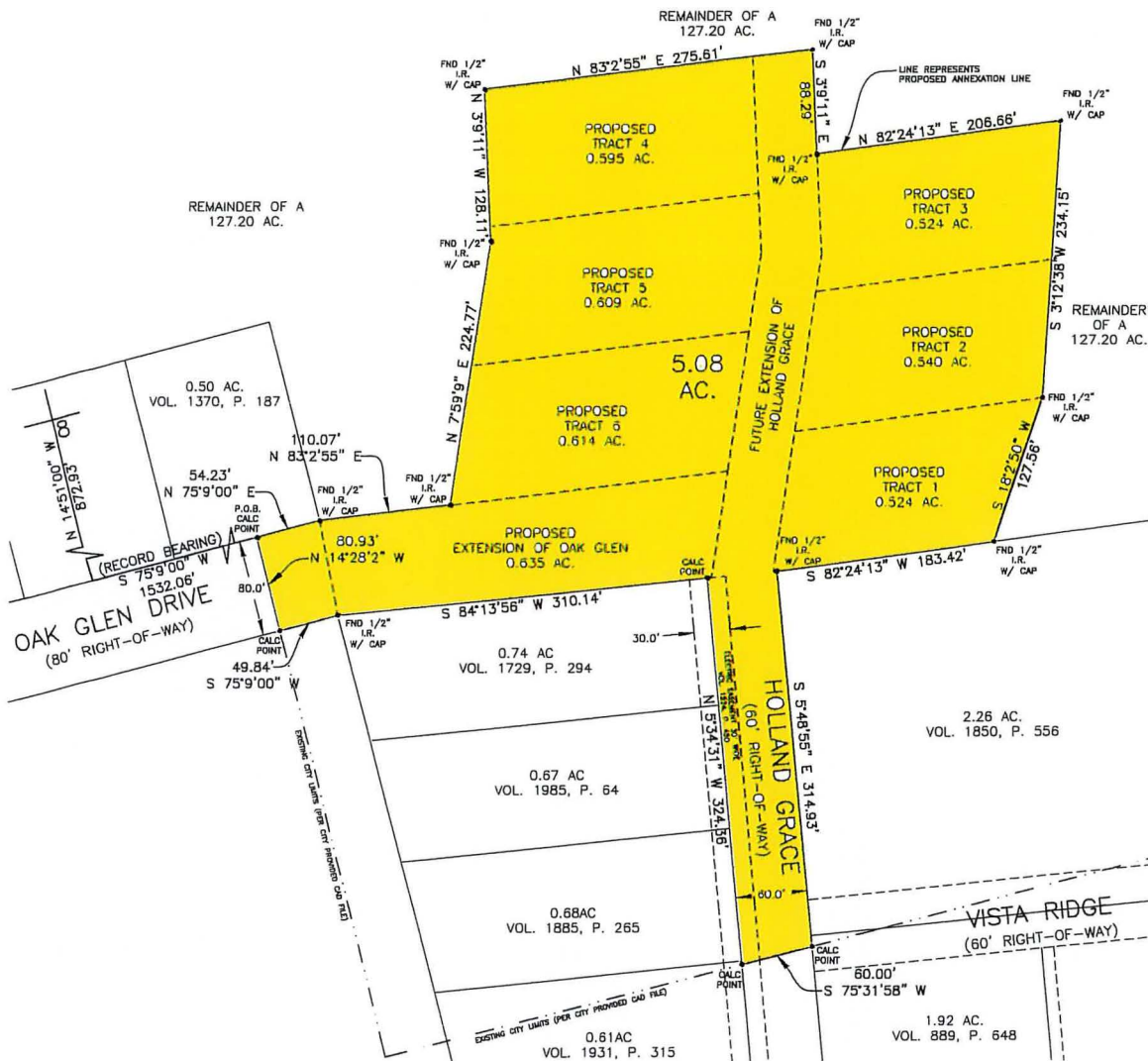
Given under my hand and seal of office, this _____ day of _____, 20____.

Notary Public, State of Texas

After Recording Return to:

City of Big Spring
Office of the City Manager
310 Nolan St.
Big Spring, Texas 79720

EXHIBIT "A"



PLAT
 FOR THE ANNEXATION OF LAND TO
 THE CITY OF OF BIG SPRING OF A
 5.08 ACRE TRACT OUT OF THE N/2
 OF SECTION 8, BLOCK 32, T-1-S,
 T.& P. RR. CO. SURVEY,
 HOWARD COUNTY, TEXAS

30 0 30 60 90 Feet

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT NOR WAS THIS PARCEL ABSTRACTED FOR EASEMENTS OF RECORD AND/OR RIGHTS OF WAY. BRADSHAW AND ASSOCIATES, INC. (FIRM # 10122800/10122801) AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREIN PERTAINING TO EASEMENTS, RESERVATIONS, SET-BACK LINES, AGREEMENTS, RIGHTS-OF-WAY OR OTHER SIMILAR MATTERS OTHER THAN THOSE SHOWN UPON THIS SURVEY. THE UNDERSIGNED SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR ANY TITLES, DEEDS, RESERVATIONS, EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS OR OTHER SIMILAR MATTERS, OTHER THAN WHAT IS READILY IDENTIFIABLE THROUGH THE COUNTY GIS MAPS, RAILROAD COMMISSION GIS MAPS, AND GENERAL LAND OFFICE GIS MAPS. THE USE OF THESE GIS MAPS IS BY NO MEANS TO BE CONSTRUED AS A PROPER OR THOROUGH INVESTIGATION OF THE PUBLIC RECORDS, AS WOULD BE ACCOMPLISHED BY AN ABSTRACT OF TITLE, AND/OR OPINION OF TITLE BY AN ATTORNEY AT LAW.

BRADSHAW AND ASSOCIATES, INC. (FIRM # 10122800/10122801) AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR ALSO MAKE NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED HEREIN.

SURVEY PLAT FOR: JACOB HOPPER

THIS SURVEY PLAT IS PROVIDED SOLELY FOR THIS TRANSACTION

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THIS SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AS SHOWN.



THIS PLAT IS NOT RECORDED IN HOWARD COUNTY PLAT RECORDS

THIS PROPERTY LIES WITHIN FLOOD HAZARD ZONE "X" AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL INSURANCE ADMINISTRATION MAP COMMUNITY PANEL NO. 48227GD43D C, DATED OCTOBER 5, 2010.

| | | |
|---|------|----------|
| Stored: 22040130 | | |
| BRADSHAW AND ASSOCIATES, INC. CONSULTING ENGINEERS REGISTERED PROFESSIONAL LAND SURVEYORS FIRM # 10122800/10122801 | | |
| 800 EAST FM 700 B BIG SPRING, TEXAS 79720 (432) 263-1098 FAX (432) 263-1294 | | |
| Drawn | Chkd | Surveyed |

4-26-2022 Agenda

Bradshaw and Associates, Inc.
Surveying/Engineering
2112 Scurry Street, Big Spring, Texas, 79720
432-263-1098 Fax 432-263-1294

April 04, 2022

5.08 ACRE TRACT
ANNEXATION
EXHIBIT "B"

Being a 5.08 acre tract of land out of the N/2 of Section 8, Block 32, T-1-S, T&P RR. Co. Survey Howard County, Texas, being more particularly described by metes and bounds below:

BEGINNING at a point in the South line of a 0.50 of an acre tract of land and the North Right of way of Oak Glen Drive (80' right of way), common corner of current City of Big Spring City limits, for the Western most corner of this tract, from which the NW corner of said Section 8 bears S 75°9'00" W 1532.06' (Record Bearing) and N 14°51'00" W 872.93';

THENCE N 75°9'00" E along the said North right of way of said Oak Glen Drive a distance of 54.23' to a 1/2" I.R. with cap found at the SE corner of said 0.50 of an acre tract, NE corner of Current Oak Glen Drive right of way, NW corner of a 0.635 of an acre tract for proposed extension of Oak Glen Drive, for a corner of this described tract of land;

THENCE N 83°2'55" E Along the North line of said 0.635 of an acre tract North line of proposed extension of Oak Glen Drive a distance of 110.07' to a 1/2" I.R. with cap found at in the North line of said 0.635 of an acre tract North line of proposed extension of Oak Glen Drive at the SW corner of a 0.614 of an acre tract (proposed Tract 6), for an interior corner of this described tract of land;

THENCE N 7°59'9" E along the West line of Said 0.614 of an acre tract a distance of 224.77' to a 1/2" I.R. with cap found at a corner of a 0.609 of an acre tract of land (proposed Tract 5) for a corner of this described tract of land;

THENCE N 3°9'11" W Along the West line of said 0.609 of an acre tract a distance of 128.11' to a 1/2" I.R. with cap found at the NW corner of a 0.595 of an acre tract of land (proposed Tract 4) for a NW corner of this described tract of land;

THENCE N 83°2'55" E along the North line of said 0.595 of an acre tract a distance of 275.61' to a 1/2" I.R. with cap found at the NE corner of the Future Extension of Holland Grace (variable width right of way) for a Northern corner of this described tract of land;

THENCE S 3°9'11" E along the East line of said extension of Holland Grace a distance of 88.29' to 1/2" with cap found at the NE corner of a 0.524 acre tract (proposed Tract 3) for an interior corner of this described tract of land;

THENCE N 82°24'13" E along the North line of said 0.524 of an acre tract a distance 206.66' to a 1/2" I.R. with cap found at the NE corner of said 0.524 of an acre tract for a NE corner of this described tract of land;

THENCE S 3°12'38" W along the East line of said 0.524 of an acre tract of land a distance of 234.15' to a 1/2" I.R. with cap found at the NE corner of a 2nd 0.524 of an acre tract of land (proposed tract 1) for a corner of this described tract of land;

THENCE S 18°2'50" W along the East line of said 2nd 0.524 of an acre tract a distance of 127.56' to a 1/2" I.R. with cap set at the SE corner of said 2nd 0.524 of an acre tract in the North line of a 2.26 acre tract of land for a Eastern corner of this described tract of land;

THENCE S 82°24'13" W along the South line of 2nd 0.524 of an acre tract, North line of said 2.26 acre tract a distance of 183.42' to a 1/2" I.R. with cap found in the South line of 2nd 0.524 of an acre tract, at the NE corner of said 2.26 acre tract and NE Corner of the current right of way of Holland Grace (60' right of way), for an interior corner of this described tract of land;

THENCE S 5°48'55" E along the East right of way of said Holland Grace and West line of said 2.26 acre tract of land a distance of 314.93' to point in a 1.92 acre tract, in the East line of Holland Grace, and falls in the line of the current City of Big Spring City limits for a SE corner of this described tract of land;

THENCE S 75°31'58" W along said City Limits and across said Holland Grace a distance of 60.00' to a point in the East line of a 0.61 of an acre tract of land in Said City limits line for the Southern most corner of this described tract of land;

THENCE N 5°34'31" W along the West right of way of said Holland Grace a distance of 324.36' to a point at the NE corner of a 0.74 of an acre tract of land in the South line of said 0.635 of an acre tract or an interior corner of this described tract;

THENCE S 84°13'56" W along the North line of said 0.74 of an acre tract as well as the South line of said 0.635 acre tract to a 1/2" I.R. with cap found at the NW corner of said 0.74 of an acre tract SE corner of the current right of way of said Oak Glen Drive for a corner of this described tract of land;

THENCE S 75°9'00" W along the South right of way of Said Oak Glen Drive to a point intersecting with the current City of Big Spring City limits for a Western corner of this described tract of land;

THENCE N 14°28'2" W across said Oak Glen Drive and along the said City limits a distance of 80.93' to the POINT OF BEGINNING.

Containing 5.08 acres of land



Robert D. Bradshaw
Registered Professional Land Surveyor
No. 5507



MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF BIG SPRING, TEXAS AND
J HOPPER HOMES, INC.

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____, _____ by and between the City of Big Spring, Texas, a home-rule municipality of the State of Texas, ("City") and J Hopper Homes, Inc. ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the LGC permits the City to annex an area if all owners of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property Owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Big Spring, Texas, which consists of approximately 3.406 acres of the 5.308 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described as and set forth in attached Exhibit A and depicted on attached Exhibit B as Tracks 1-6, and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Big Spring City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property Owner’s participation in accordance with applicable city ordinances, rules, regulations, and policies.
 - i. Fire – The City’s Fire Department will provide emergency and fire protection services.
 - ii. Police – The City’s Police Department will provide protection and law enforcement services.
 - iii. Emergency Medical Services - The City’s Fire Department will provide emergency medical services.
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 1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, the aquatic center, etc.), and buildings throughout the City and as owned by the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.
 2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
 - vi. Streets The City will accept and maintain streets that meet the city’s subdivision regulations and construction standards and are approved by the city engineer for acceptance. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.
 - vii. Water
 1. Owner is responsible for connecting to the City water system according to City specifications, rules and guidelines. Owner is also responsible for building water mains in the Property according to City specifications, rules, and guidelines. Once connected to the City’s water mains, the City water system will be provided by the City at rates established by City ordinances for such service.
 2. New homes will be required to connect to the City’s water system at the Owner’s expense.
 - viii. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
 - ix. Code Compliance – The City’s Code Compliance Department will provide education, enforcements, and abatement relating to code violations within the Property.
- b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

- c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **CONSENT TO ANNEX.** Owner requests that the City of Big Spring, Texas annex the Property.
 5. **AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole discretion of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
 6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
 8. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
 9. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Howard County, Texas.
 10. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
 11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
 12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
 13. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
 14. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
 15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This

Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF BIG SPRING

J HOPPER HOMES, INC.

Todd Darden, City Manager

Jacoby Hopper, Owner

Approved as to Form and Legality:

Andrew Hagen, City Attorney

ATTEST:

Tami L. Davis, City Secretary

STATE OF TEXAS §
§
COUNTY OF HOWARD §

This instrument was acknowledged before me on the ____ day of _____, 20____, by R. Todd Darden, City Manager of the City of Big Spring, a Texas municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HOWARD §

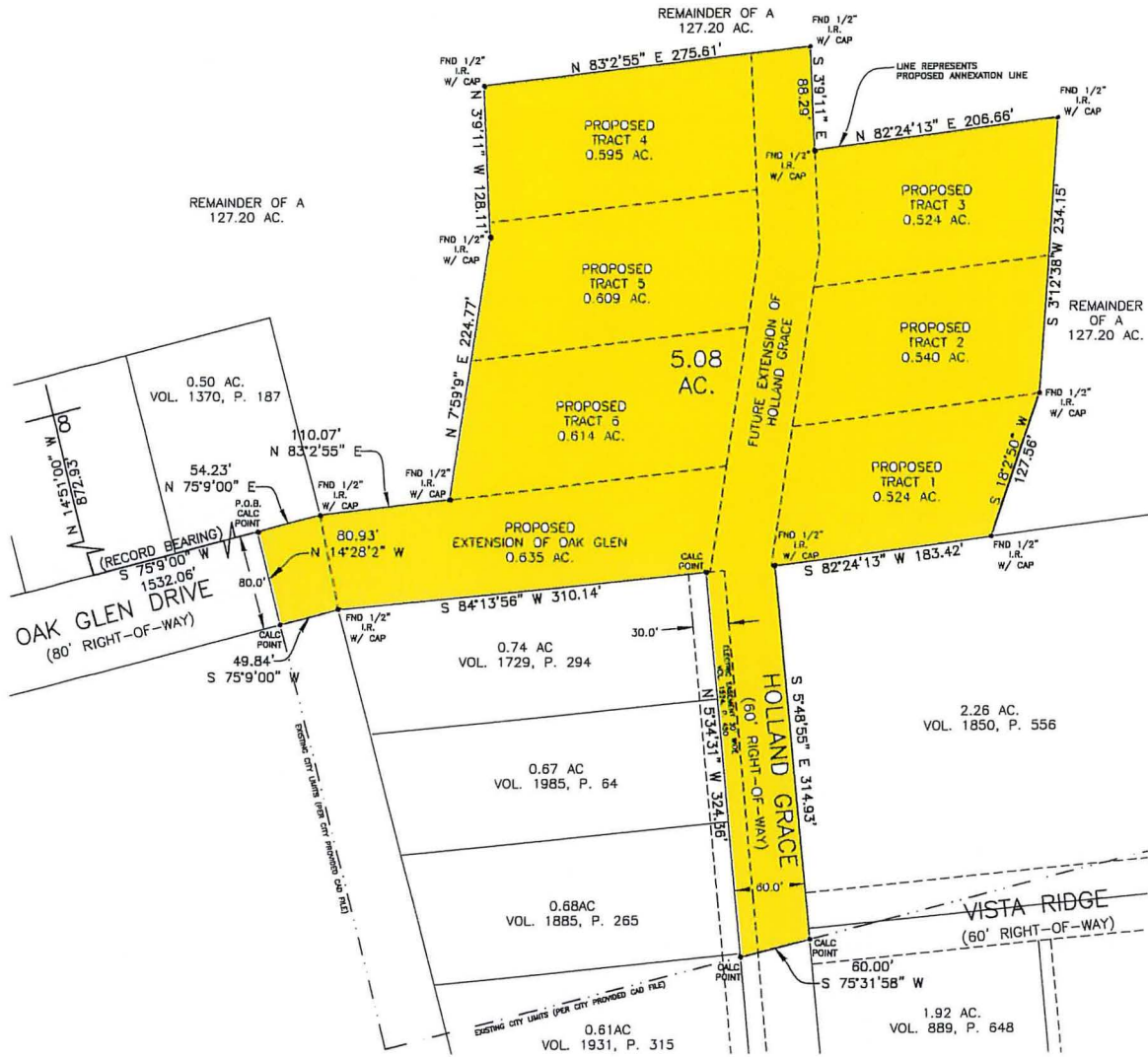
This instrument was acknowledged before me on the ____ day of _____, 20__, by Jacoby Hopper, owner of J Hopper Homes, Inc., and on behalf of said corporation.

Notary Public, State of Texas

After Recording Return to:

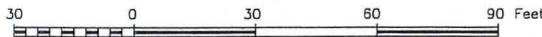
City of Big Spring
Office of the City Manager
310 Nolan St.
Big Spring, Texas 79720

EXHIBIT "A"



PLAT

FOR THE ANNEXATION OF LAND TO THE CITY OF OF BIG SPRING OF A 5.08 ACRE TRACT OUT OF THE N/2 OF SECTION 8, BLOCK 32, T-1-S, T.& P. RR. CO. SURVEY, HOWARD COUNTY, TEXAS



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT NOR WAS THIS PARCEL ABSTRACTED FOR EASEMENTS OF RECORD AND/OR RIGHTS OF WAY. BRADSHAW AND ASSOCIATES, INC. (FIRM # 10122800/10122801) AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREIN PERTAINING TO EASEMENTS, RESERVATIONS, SET-BACK LINES, AGREEMENTS, RIGHTS-OF-WAY OR OTHER SIMILAR MATTERS OTHER THAN THOSE SHOWN UPON THIS SURVEY. THE UNDERSIGNED SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR ANY TITLES, DEEDS, RESERVATIONS, EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS OR OTHER SIMILAR MATTERS, OTHER THAN WHAT IS READILY IDENTIFIABLE THROUGH THE COUNTY GIS MAPS, RAILROAD COMMISSION GIS MAPS, AND GENERAL LAND OFFICE GIS MAPS. THE USE OF THESE GIS MAPS IS BY NO MEANS TO BE CONSTRUED AS A PROPER OR THOROUGH INVESTIGATION OF THE PUBLIC RECORDS, AS WOULD BE ACCOMPLISHED BY AN ABSTRACT OF TITLE, AND/OR OPINION OF TITLE BY AN ATTORNEY AT LAW.

BRADSHAW AND ASSOCIATES, INC. (FIRM # 10122800/10122801) AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR ALSO MAKE NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED HEREIN.

SURVEY PLAT FOR: JACOBY HOPPER

THIS SURVEY PLAT IS PROVIDED SOLELY FOR THIS TRANSACTION

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA BOUNDARY LINE CONFLICTS, ENROACHMENTS OR OVERLAPPING OF IMPROVEMENTS, VISIBLE EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AS SHOWN.



THIS PLAT IS NOT RECORDED IN HOWARD COUNTY PLAT RECORDS

THIS PROPERTY LIES WITHIN FLOOD HAZARD ZONE "X" AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL INSURANCE ADMINISTRATION MAP COMMUNITY PANEL NO. 48227C0430 C, DATED OCTOBER 5, 2010.

Stored: 22040130

BRADSHAW AND ASSOCIATES, INC.
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL LAND SURVEYORS
FIRM # 10122800/10122801
600 EAST FM 700 B
BIG SPRING, TEXAS 79720 (432) 263-1098
FAX (432) 263-1294

Drawn Chkd Surveyed

2022 Agenda

Bradshaw and Associates, Inc.
Surveying/Engineering
2112 Scurry Street, Big Spring, Texas, 79720
432-263-1098 Fax 432-263-1294

April 04, 2022

5.08 ACRE TRACT
ANNEXATION
EXHIBIT "B"

Being a 5.08 acre tract of land out of the N/2 of Section 8, Block 32, T-1-S, T&P RR. Co. Survey Howard County, Texas, being more particularly described by metes and bounds below:

BEGINNING at a point in the South line of a 0.50 of an acre tract of land and the North Right of way of Oak Glen Drive (80' right of way), common corner of current City of Big Spring City limits, for the Western most corner of this tract, from which the NW corner of said Section 8 bears S 75°9'00" W 1532.06' (Record Bearing) and N 14°51'00" W 872.93';

THENCE N 75°9'00" E along the said North right of way of said Oak Glen Drive a distance of 54.23' to a 1/2" I.R. with cap found at the SE corner of said 0.50 of an acre tract, NE corner of Current Oak Glen Drive right of way, NW corner of a 0.635 of an acre tract for proposed extension of Oak Glen Drive, for a corner of this described tract of land;

THENCE N 83°2'55" E Along the North line of said 0.635 of an acre tract North line of proposed extension of Oak Glen Drive a distance of 110.07' to a 1/2" I.R. with cap found at in the North line of said 0.635 of an acre tract North line of proposed extension of Oak Glen Drive at the SW corner of a 0.614 of an acre tract (proposed Tract 6), for an interior corner of this described tract of land;

THENCE N 7°59'9" E along the West line of Said 0.614 of an acre tract a distance of 224.77' to a 1/2" I.R. with cap found at a corner of a 0.609 of an acre tract of land (proposed Tract 5) for a corner of this described tract of land;

THENCE N 3°9'11" W Along the West line of said 0.609 of an acre tract a distance of 128.11' to a 1/2" I.R. with cap found at the NW corner of a 0.595 of an acre tract of land (proposed Tract 4) for a NW corner of this described tract of land;

THENCE N 83°2'55" E along the North line of said 0.595 of an acre tract a distance of 275.61' to a 1/2" I.R. with cap found at the NE corner of the Future Extension of Holland Grace (variable width right of way) for a Northern corner of this described tract of land;

THENCE S 3°9'11" E along the East line of said extension of Holland Grace a distance of 88.29' to 1/2" with cap found at the NE corner of a 0.524 acre tract (proposed Tract 3) for an interior corner of this described tract of land;

THENCE N 82°24'13" E along the North line of said 0.524 of an acre tract a distance 206.66' to a 1/2" I.R. with cap found at the NE corner of said 0.524 of an acre tract for a NE corner of this described tract of land;

THENCE S 3°12'38" W along the East line of said 0.524 of an acre tract of land a distance of 234.15' to a 1/2" I.R. with cap found at the NE corner of a 2nd 0.524 of an acre tract of land (proposed tract 1) for a corner of this described tract of land;

THENCE S 18°2'50" W along the East line of said 2nd 0.524 of an acre tract a distance of 127.56' to a 1/2" I.R. with cap set at the SE corner of said 2nd 0.524 of an acre tract in the North line of a 2.26 acre tract of land for a Eastern corner of this described tract of land;

THENCE S 82°24'13" W along the South line of 2nd 0.524 of an acre tract, North line of said 2.26 acre tract a distance of 183.42' to a 1/2" I.R. with cap found in the South line of 2nd 0.524 of an acre tract, at the NE corner of said 2.26 acre tract and NE Corner of the current right of way of Holland Grace (60' right of way), for an interior corner of this described tract of land;

THENCE S 5°48'55" E along the East right of way of said Holland Grace and West line of said 2.26 acre tract of land a distance of 314.93' to point in a 1.92 acre tract, in the East line of Holland Grace, and falls in the line of the current City of Big Spring City limits for a SE corner of this described tract of land;

THENCE S 75°31'58" W along said City Limits and across said Holland Grace a distance of 60.00' to a point in the East line of a 0.61 of an acre tract of land in Said City limits line for the Southern most corner of this described tract of land;

THENCE N 5°34'31" W along the West right of way of said Holland Grace a distance of 324.36' to a point at the NE corner of a 0.74 of an acre tract of land in the South line of said 0.635 of an acre tract or an interior corner of this described tract;

THENCE S 84°13'56" W along the North line of said 0.74 of an acre tract as well as the South line of said 0.635 acre tract to a 1/2" I.R. with cap found at the NW corner of said 0.74 of an acre tract SE corner of the current right of way of said Oak Glen Drive for a corner of this described tract of land;

THENCE S 75°9'00" W along the South right of way of Said Oak Glen Drive to a point intersecting with the current City of Big Spring City limits for a Western corner of this described tract of land;

THENCE N 14°28'2" W across said Oak Glen Drive and along the said City limits a distance of 80.93' to the POINT OF BEGINNING.

Containing 5.08 acres of land



Robert D. Bradshaw
Registered Professional Land Surveyor
No. 5507



**INTERLOCAL GOVERNMENTAL COOPERATION CONTRACT
FOR ADMINISTRATIVE SERVICES**

**STATE OF TEXAS
COUNTY OF HOWARD**

AGREEMENT:

This Agreement is made and entered into this ____ day of _____, 2022 by and between the City of Big Spring, Texas, hereinafter referred to as “City”, and the South Plains Association of Governments, hereinafter referred to as “SPAG”, a political subdivision under Chapter 391 of the Texas Local Government Code, acting by and through its duly authorized executive officer.

WHEREAS, both the “City” and “SPAG” are local governments as defined by Chapter 791 of the Texas Government Code, and this contract is made and executed under provisions of said chapter, which is commonly known as the Interlocal Cooperation Act; and,

WHEREAS, SPAG is agreeable to provide grant application preparation and grant administration expertise (if funded) needed by the City of Big Spring for the 2023 Texas Parks and Wildlife Department (TPWD) Local Parks Grant Program under the terms and conditions found in this Agreement.

WHEREAS, this Interlocal Agreement is comprised of Part A (Application Development) services to be rendered at no cost to the City of Big Spring and Part B (Project Management) services to be rendered at a cost to be agreed to in an amendment to this Agreement in the event that the City of Big Spring receives funding under the 2023 TPWD Local Parks Grant program.

NOW, THEREFORE SPAG agrees to provide application development services at no cost to the City of Big Spring. The following described application development and management services to the City of Big Spring, to-wit:

A. Application Development

1. Pre-Development (unrelated to project specific development & which may have occurred prior to interlocal agreement under existing SPAG/City relationships)
 - a. Assist in the preparation and presentation of required resolution for application submittal to the Texas Parks and Wildlife Department.
2. Coordinate documentation of beneficiaries through Census or Survey data.
3. Provide general advice and technical assistance to the City on application development and regulatory matters.
4. Furnish the City with necessary forms and procedures required for documentation of public involvement, including survey development and preparation.
5. Assist the City in application preparation and development meeting all grant application requirements.
6. Assist in pre-application engineering selection including proper procurement methods as appropriate to the City.

7. Coordinate with project engineer for development and include required service area maps, cost estimates and other documentation as required by the grant application process.
8. Final determination on the submission of an application under the 2023 TPWD Local Parks Grant program will be at the City's discretion as noted in their resolution authorizing a local official to submit said application.

B. Project Management

1. Development of details related to project management activities and fees will be specified via an amendment to this Agreement at such time as the 2023 TPWD Local Parks Grant program application is selected for funding (if selected).
2. The Project Management amendment will include administrative fees as developed in the City of Big Spring's 2023 TPWD Local Parks Grant program application and all required language for administrative Agreements at the time of the funding award.
3. It is expressly understood that the execution of this Interlocal Agreement does not imply or guarantee City of Big Spring will receive funding under the 2023 TPWD Local Parks Grant program.
4. The execution of this interlocal agreement establishes a contractual relationship between SPAG and the City of Big Spring prior to the development of an application to the 2023 TPWD Local Parks Grant program pursuant any interpretation of 2 CFR 200.317-200.326.

In consideration of the services described in the foregoing paragraph, and in consideration of a future amendment to include project management activities and cost, to be rendered by SPAG, to the City of Big Spring, the SPAG agrees that application development activities will be at no cost to the City of Big Spring.

TERMS AND CONDITIONS

Modification/Amendment:

The City of Big Spring and SPAG may, upon mutual agreement, modify or amend this Agreement. Modifications, including any increase or decrease in the amount of compensation or scope of services, will be incorporated into this Agreement and finalized through a signed, written amendment.

Assignability:

The City of Big Spring and SPAG may assign interest in this Agreement (whether by assignment or novation) with the written consent of the other.

Termination of Agreement for Cause:

If, through any cause, SPAG shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SPAG shall violate any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to SPAG of such termination and specifying the effective

date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by SPAG under this Agreement shall, at the option of the City, become its property and SPAG shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, SPAG shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by SPAG, and the City may withhold any payments to SPAG for the purpose of set off until such time as the exact amount of damages due the City from SPAG is determined.

Termination for Convenience of the City:

The City may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to SPAG. If the Agreement is terminated by the City as provided herein, SPAG will be paid for the time provided and expenses incurred up to the termination date.

Termination for Convenience of SPAG:

SPAG may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the City. If the Agreement is terminated by SPAG as provided herein, the City will be provided all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by SPAG under this Agreement.

Waiver of Extra-Agreementual Liability

SPAG shall not be held liable or responsible for the funding selection and project performance determinations by the Texas Parks and Wildlife Department (TPWD). It is the City's final responsibility to meet all TPWD Local Parks grant program application requirements and project administration requirements (contingent upon funding) associated with the program.

Severability

Should any one or more of the provisions of this agreement be held to be null, void, voidable, or for any reason whatsoever, of no force and effect, such provision(s) shall be construed as severable from the remainder of this agreement and shall not affect the validity of all other provisions of this agreement, which shall remain in full force and effect.

Interest of Members of a City:

No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the administration, construction, engineering or implementation of the 2023 TPWD Local Parks Grant program award between TPWD and the City, shall have any personal financial interest, direct or indirect, in this Agreement. SPAG shall take appropriate steps to assure compliance.

Interest of Other Local Public Officials:

No member of the governing body of the Grant Recipient and no other public official of such Grant Recipient, who exercises any functions or responsibilities in connection with the administration, construction, engineering or implementation of the 2023 TPWD Local Parks Grant program award between TPWD and the City, shall have any personal financial

interest, direct or indirect, in this Agreement; and SPAG shall take appropriate steps to assure compliance.

Interest of SPAG and Employees:

SPAG covenants that it presently has no interest and shall not acquire interest, direct or indirect, with the 2023 TPWD Local Parks Grant program award between TPWD and the City, or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. SPAG further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

EXECUTION

Executed in triplicate this _____ day of _____, 2022.

BY: _____
Shannon Thomason, Mayor
City of Big Spring

Approved and accepted on behalf of South Plains Association of Governments (SPAG)

BY: _____
Tim C. Pierce, EXECUTIVE DIRECTOR

REVIEWED: _____
Tim Schwartz, DIRECTOR OF FINANCE