



## CITY COUNCIL REGULAR AGENDA

Tuesday, May 10, 2022

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, May 10, 2022, at 5:30 pm at the City Council Chambers Located at 307 East 4<sup>th</sup> 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. | Emergency Reading of a Resolution Canvassing the Returns and Declaring the Results of the General Election Held on the 7 <sup>th</sup> Day of May, 2022 | 6-7 | Thomason           |
| 6. | If Necessary, Recognition of Outgoing Mayor   |     | Darden             |
| 7. | Administer the Oath of Office to Duly Elected Mayor and Councilmember for District Five   |     | Judge<br>Green     |
| 8. | Presentation from Leading EDG   |     | Taylor<br>McAlpine |

### **City Manager's Report**

- |     |   |   |        |
|-----|---|---|--------|
| 9.  | Large Item Pickup for District 5 – May 18, 2022 | 8 | Darden |
| 10. | Seasonal Jobs Open                              | 9 | Darden |

### **Consent Items**

- |     |   |       |       |
|-----|---|-------|-------|
| 11. | Approval of the City Council Minutes of the Regular Meeting of April 26, 2022   | 10-14 | Davis |
| 12. | Final 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 | 15-16 | Hagen |
| 13. | Final Reading of a Resolution Declaring City of Big Spring a Purple Heart City and Designating August 7 <sup>th</sup> of Each Year as "Purple Heart Day"; and Providing an Effective Date   | 17-18 | Mayor |
| 14. | Final 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                | 19-41 | Hagen |

Approving a Service Plan Agreement for Such Area; and Providing an Effective Date

**Old Business**

- |     |  |       |
|-----|--|-------|
| 15. | <b>TABLED Executive Session-</b> 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. | Mayor |
|-----|--|-------|

**Vouchers**

- |     |   |          |
|-----|---|----------|
| 16. | Vouchers for 04/25/2022      \$    41,800.00<br>Vouchers for 04/28/2022      \$    399,409.43 | McDonald |
| 17. | Vouchers for 05/05/2022      \$    1,072,806.91   | Tompkins |

**New Business**

- |     |   |                 |                |
|-----|---|-----------------|----------------|
| 18. | Acknowledge Receipt of the Big Spring Economic Development Corporation Board Minutes from the Regular Meeting of March 15, 2022   | 42-43           | Mark<br>Willis |
| 19. | Acknowledge Receipt of the Planning & Zoning Committee Minutes from the Regular Meeting of March 15, 2022   | 44-47           | Bowles         |
| 20. | First Reading of a Resolution Authorizing the Approval of the COVID-19 Pandemic Relief Recovery Plan for the City of Big Spring Associated with the Implementation of the City of Big Spring American Recue Plan Act (ARPA) – | 48<br>w/Handout | Medina         |



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, May 6, 2022 at 6:00 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](http://www.mybigspring.com), in accordance with legal requirements.

  
Mandy Haynes, Paralegal

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON THE 7<sup>TH</sup> DAY OF MAY, 2022, IN THE CITY OF BIG SPRING, TEXAS; PROVIDING FOR AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, heretofore, the Mayor of the City of Big Spring, Texas caused to be published a resolution announcing the general election for Mayor and for City Council Member District Five to be held on the 7<sup>th</sup> day of May, 2022, as required by City Charter and State law; and

**WHEREAS**, notice of said elections was duly given as required by law and as directed in said resolution as is shown by affidavit properly filed in the office of the City Secretary; and

**WHEREAS**, said elections was duly and legally held on the 7<sup>th</sup> day of May, 2022, in conformity with the election laws of the State of Texas and the City Charter, and the results of said election have been certified and returned by the proper judges and clerks thereof; and

**WHEREAS**, this Council has today considered the returns of said election; and

**WHEREAS**, it appears to the Council, and the Council so finds, that the Howard County Elections Administrator has tabulated the results of said election and certified the tabulation to the Council, and that the tabulation is correct;

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

**SECTION 1.** The tabulation of votes cast in the City Council general election held on the 7<sup>th</sup> day of May, 2022, made and certified by the Howard County Elections Administrator, is attached hereto as Exhibit A and made a part hereof. The City Council hereby determines that the tabulation is correct and adopts Exhibit A as the official tabulation of the votes cast at said election and that said tabulation be filed and recorded in the official records of the City as the official canvass of said election.

**SECTION 2.** In accordance with Exhibit A, the City Council determines that the official canvass of the returns of said elections reflects the following results:

A majority of the votes cast for said respective office and was duly elected to such office:

\_\_\_\_\_

Mayor

Troy Tompkins

Council Member District 5

**SECTION 3.** The necessity of making an official canvass of votes cast in the aforesaid election and declaring the results of said election no earlier than the third (3<sup>rd</sup>) day and no later than the eleventh (11<sup>th</sup>) day after election day as required by Section 67.003 *Texas Election Code*, creates a public emergency and an imperative public necessity requiring the suspension of the Charter rule that no ordinance or resolution shall be passed finally on the date of its introduction but that such ordinance or resolution shall be read at two meetings of the City Council, and the Mayor having declared said emergency and necessity to exist, having requested the suspension of the Charter rule and that this resolution take effect and be in full force and effect from and after its passage, IT IS ACCORDINGLY SO RESOLVED, this the 10<sup>th</sup> day of May, 2022.

**PASSED AND APPROVED**, on an emergency reading by the City Council of the City of Big Spring, Texas, this **10<sup>th</sup>** day of **May, 2022**, at a regular meeting of the City Council of the City of Big Spring, Texas, with all members present voting “aye” for the passage of same.

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Shannon D. Thomason, Mayor

ATTEST:

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Tami L. Davis, City Secretary



# SCHEDULE YOUR LARGE/BULK ITEM PICKUP

The City of Big Spring offers the Large/Bulk Item Pickup for citizens. Residents must **CALL AND SCHEDULE A PICKUP** for their district's scheduled pick up day. This program is part of our plan to help keep our neighborhoods clean. We encourage all residents to take advantage of this **FREE** program.

The next **LARGE/BULK ITEM PICKUP** will be for **DISTRICT 5** on **MAY 18, 2022**. **YOU MUST GET ON THE PICKUP SCHEDULE TO HAVE YOUR LARGE/BULK ITEMS PICKED UP.**

**If you do not get on the schedule, your items will not be picked up.** Big Spring District 5 residents must call Public Works at 432-264-2501, or email [nhernandez@mybigspring.com](mailto:nhernandez@mybigspring.com) by 5 PM on Monday, May 16, 2022, to schedule a large/bulk item pickup for the following Wednesday, May 18, 2022 (designated collection day).

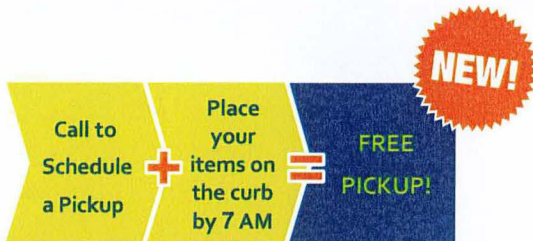
The **Large/Bulk Item Pickup Program** is designed to help residents dispose of large items from their homes like couches, mattresses, appliances, and any other large, bulky items without the expense and hassle of hauling it off. **IT'S EASY AND IT'S FREE!!!**

#### PROGRAM RULES:

1. City staff will only pick up items that are placed on the curb upon arrival to your location.
2. City staff will not be permitted to bring items to the curb from inside your home or from any other area of the residence (backyard, garage, etc.).
3. The Large/Bulk item pickup program is for residential customers only.
4. Customers are responsible for cleaning up any debris or trash left after your items are picked up.

#### FOLLOW THESE INSTRUCTIONS:

**CALL TO SCHEDULE YOUR PICKUP.** Place your items on the curb at 7:00 AM on the day of your scheduled collection. Items will not be collected if they are in an alley, in front of a vacant lot, or in front of a business. If you have questions, please call the Public Works Office at 432-264-2501, prior to placing items out.



#### ELIGIBLE for pickup:

- Doors
- Carpet
- Furniture
- Appliances
- Cardboard Boxes
- Scrap Metal
- Mattresses
- Tree brush or limbs (Individual pieces not exceeding 8 inches in diameter or 10 feet in length), and yard trimmings (bagged organic yard waste such as twigs and shrubbery)

#### NOT ELIGIBLE for pickup:

- Household trash, garbage, or any material in plastic bags
- Hazardous materials (chemicals and petroleum products)
- Automotive parts, batteries, or tires.
- Construction, remodeling, or demolition debris such as shingles, wallboard & lumber
- Tires
- Dirt, rocks, concrete or ceramic tile
- TVs, Electronics





## COMMUNITY SERVICES MEMO

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Date: 05/10/22  
To: Todd Darden, City Manager  
From: Hayley Lewis, Community Services Director  
Subject: Seasonal Jobs Open

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Seasonal jobs with the City of Big Spring are now currently open:

- Aquatic Center Manager (1)
- Aquatic Center Assistant Manager (1)
- Aquatic Center Part-Time Senior Attendant (1)
- Aquatic Center Part-Time Attendant (14)
- Sports Complex Seasonal Maintenance Worker (2)
- Parks and Recreation Seasonal Maintenance Worker (2)
- Golf Course Season Maintenance Worker (2)

Interested individuals can apply online at [mybigspring.com](http://mybigspring.com)

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

The City Council of the City of Big Spring, Texas, met in a regular meeting in the City Council Chambers located at 307 E. 4<sup>th</sup> St., Big Spring, Texas, at 5:30 p.m., April 26, 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
CRAIG FERGUSON	Fire Chief
HAYLEY LEWIS	Community Services Director
MIKE FEELEY	Airpark Director
SANDY SMITH	Finance Director
TAMI DAVIS	City Secretary
TIM GREEN	Municipal Judge

## **INVOCATION & PLEDGE OF ALLEGIANCE**

Mike Tarpley gave the invocation and Mayor Thomason led the Pledge of Allegiance to the American and Texas Flags.

## **PUBLIC COMMENT**

A citizen spoke regarding animal control and thanked staff and council.

## **ANNOUNCEMENTS, PRESENTATIONS AND PUBLIC HEARINGS**

## **PROCLAMATION – MOTORCYCLE SAFETY AND AWARENESS MONTH**

Mayor Thomason read a proclamation declaring the month of May as Motorcycle Safety and Awareness Month.

## **CITY MANAGER'S REPORT**

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

- Update on Large Item Pickup for District 4
- Update on E-Waste

## **CONSENT ITEMS**

APPROVAL OF THE CITY COUNCIL MINUTES OF THE REGULAR MEETING OF APRIL 12, 2022 AND OF THE SPECIAL MEETING OF APRIL 19, 2022

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 FOR AN EFFECTIVE DATE

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

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

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 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

FINAL 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 Mayor Pro Tem Ornelas to approve the above captioned minutes, resolutions and ordinances, seconded by Councilmember McDonald, 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.

## **VOUCHERS**

Councilmember McDonald reviewed the following vouchers:

VOUCHERS FOR 04/14/2022	\$	399,409.43
VOUCHERS FOR 04/20/2022	\$	18,500.53
VOUCHERS FOR 04/21/2022	\$	962,443.33

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

## **BIDS**

**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**

Motion was made by Councilmember Hughes to award the above captioned bid to Synagro Technologies in the amount of \$193,562.40, seconded by Councilmember Smith, with all members of the Council present voting "aye."

## NEW BUSINESS

### PRESENTATION AND ACCEPTANCE OF THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION'S FINANCIAL STATEMENT FOR YEAR ENDED SEPTEMBER 30, 2021 BY BOLINGER, SEGAR, GILBERT & MOSS

Councilmembers accepted the above captioned report. No action necessary.

### PRESENTATION AND ACCEPTANCE OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR YEAR ENDED SEPTEMBER 30, 2021 BY BOLINGER, SEGAR, GILBERT & MOSS

Councilmembers accepted the above captioned report. No action necessary.

### PRESENTATION OF THE HOWARD COUNTY TAX ASSESSOR-COLLECTOR'S COLLECTION FEE BUDGET FOR 2021/2022

Sandy Smith, Finance Director, presented the above captioned budget. No action necessary.

### ACKNOWLEDGE RECEIPT OF THE INVESTMENT REPORT FOR THE QUARTER ENDING MARCH 31, 2021

Councilmembers acknowledged the above captioned report.

### ACKNOWLEDGE RECEIPT OF THE QUARTERLY FINANCIAL REPORT

Councilmembers acknowledged the above captioned report.

### 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

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

### 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

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

FIRST READING OF A RESOLUTION DECLARING CITY OF BIG SPRING A PURPLE HEART CITY AND DESIGNATING AUGUST 7<sup>TH</sup> OF EACH YEAR AS “PURPLE HEART DAY”; AND PROVIDING AN EFFECTIVE DATE

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

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 APPROVIING A SERVICE PLAN AGREEMENT FOR SUCH AREA; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember Tompkins to approve the above captioned resolution and setting a public hearing date for May 24, 2022, seconded by Councilmember Smith with all members of the Council present voting “aye.”

CONSIDERATION AND POSSIBLE ACTION OF AN INTERLOCAL AGREEMENT WITH SOUTH PLAINS ASSOCIATION OF GOVERNMENTS (SPAG) AND AUTHORIZING THE MAYOR 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.”

## **COUNCIL INPUT**

Several Councilmembers thanked staff and thanked the citizens who represented the Purple Heart resolution.

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

## **ADJOURN**

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

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Shannon D. Thomason, Mayor

ATTEST:

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Tami L. Davis, City Secretary

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS 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**

**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.** 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 **19<sup>th</sup>** 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 10<sup>th</sup> 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 DECLARING CITY OF BIG SPRING A PURPLE HEART CITY AND DESIGNATING AUGUST 7<sup>TH</sup> 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 United 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 **26<sup>th</sup>** 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 **10<sup>th</sup>** 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 April 25, 2022; 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 May 25, 2022 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 20<sup>th</sup> day but before the 10<sup>th</sup> 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 **26<sup>th</sup>** day of **April, 2022** with all members of the Council voting “aye” for the passage of same.

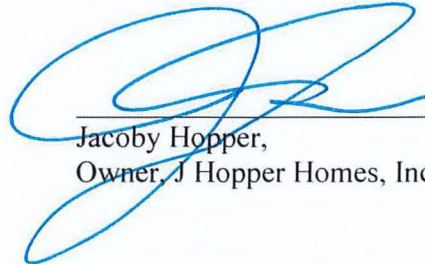
**PASSED AND APPROVED** on second and final reading at a regular meeting of the City Council on the **10<sup>th</sup>** day of **May, 2022** with all members of the Council voting “aye” for the passage of same.

\_\_\_\_\_  
Shannon D. Thomason, Mayor

ATTEST:

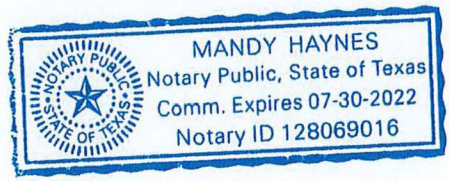
\_\_\_\_\_  
Tami L. Davis, City Secretary



  
\_\_\_\_\_  
Jacoby Hopper,  
Owner, J Hopper Homes, Inc.

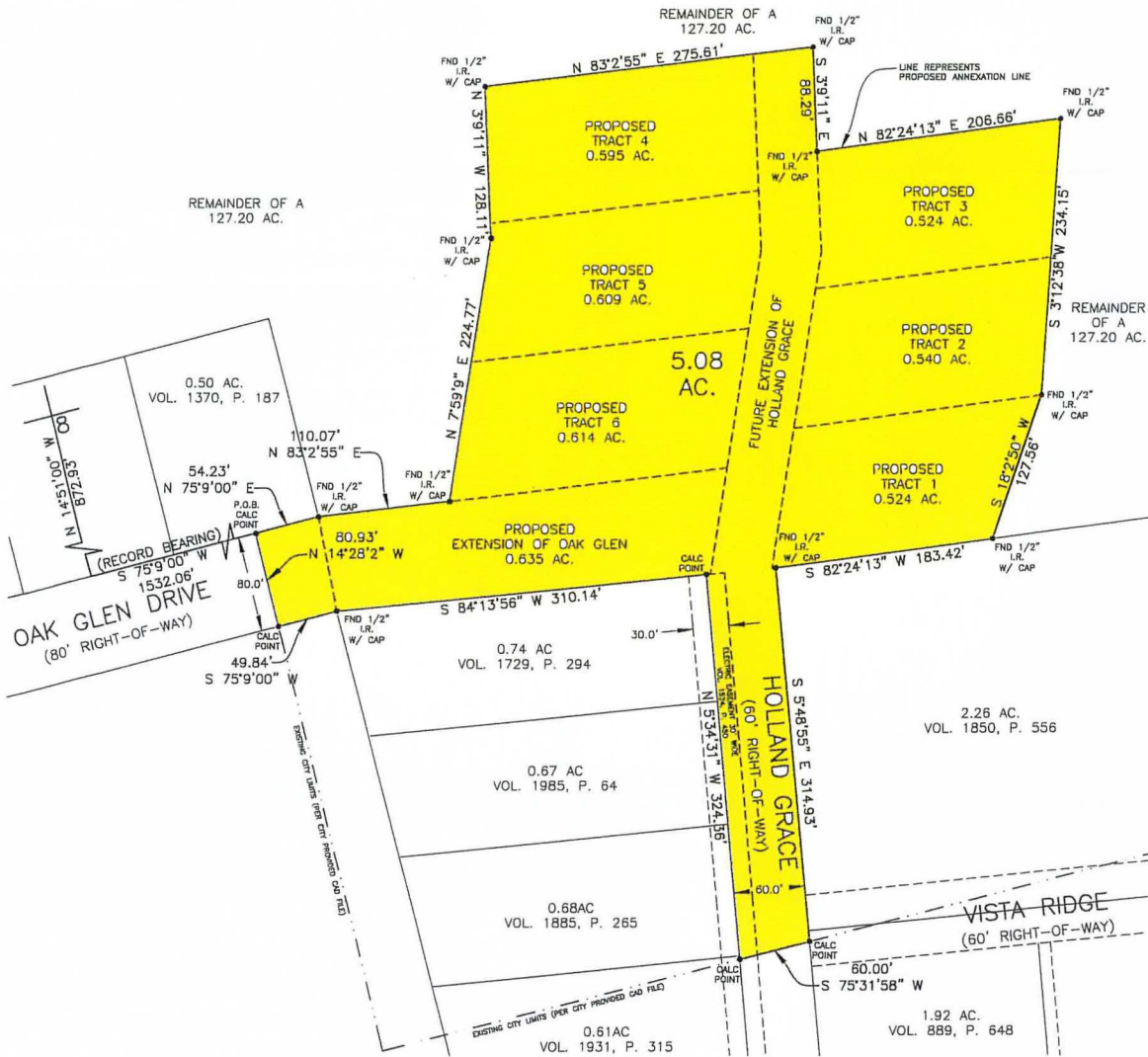
STATE OF TEXAS           §  
  §  
COUNTY OF HOWARD   §

This instrument was acknowledged before me on the 22<sup>nd</sup> day of April, 2022, by Jacoby Hopper, of J Hopper Homes, Inc., a Texas Corporation, on behalf of said corporation.



  
\_\_\_\_\_  
Notary Public, State of Texas

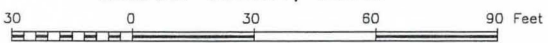
# EXHIBIT "A"



## 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 # 10122900/10122901) 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.

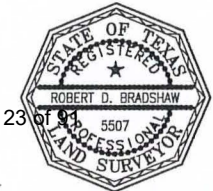


BRADSHAW AND ASSOCIATES, INC (FIRM # 10122900/10122901) AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR ALSO MAKE NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED HEREIN.

SURVEY PLAT FOR: JACOBY HOPPER  
THIS SURVEY PLAT IS PROVIDED SOLELY FOR THIS TRANSACTION  
PLAT IS COPYRIGHTED AND SHALL NOT BE USED FOR ANY OTHER TRANSACTION.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREIN 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.

*Robert D. Bradshaw*  
REGISTERED PROFESSIONAL LAND SURVEYOR



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 # 10122900/10122901 600 EAST FM 700 B BIG SPRING, TEXAS 79720 (432) 263-1698 FAX (432) 263-1294			
Drawn	Chkd	Surveyed	
By WET	RDB	CW/JE	
Date 04-04-2022	04-04-2022	03-28-2022	

5-10-2022 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**  
**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





**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.
  - 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. 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** §

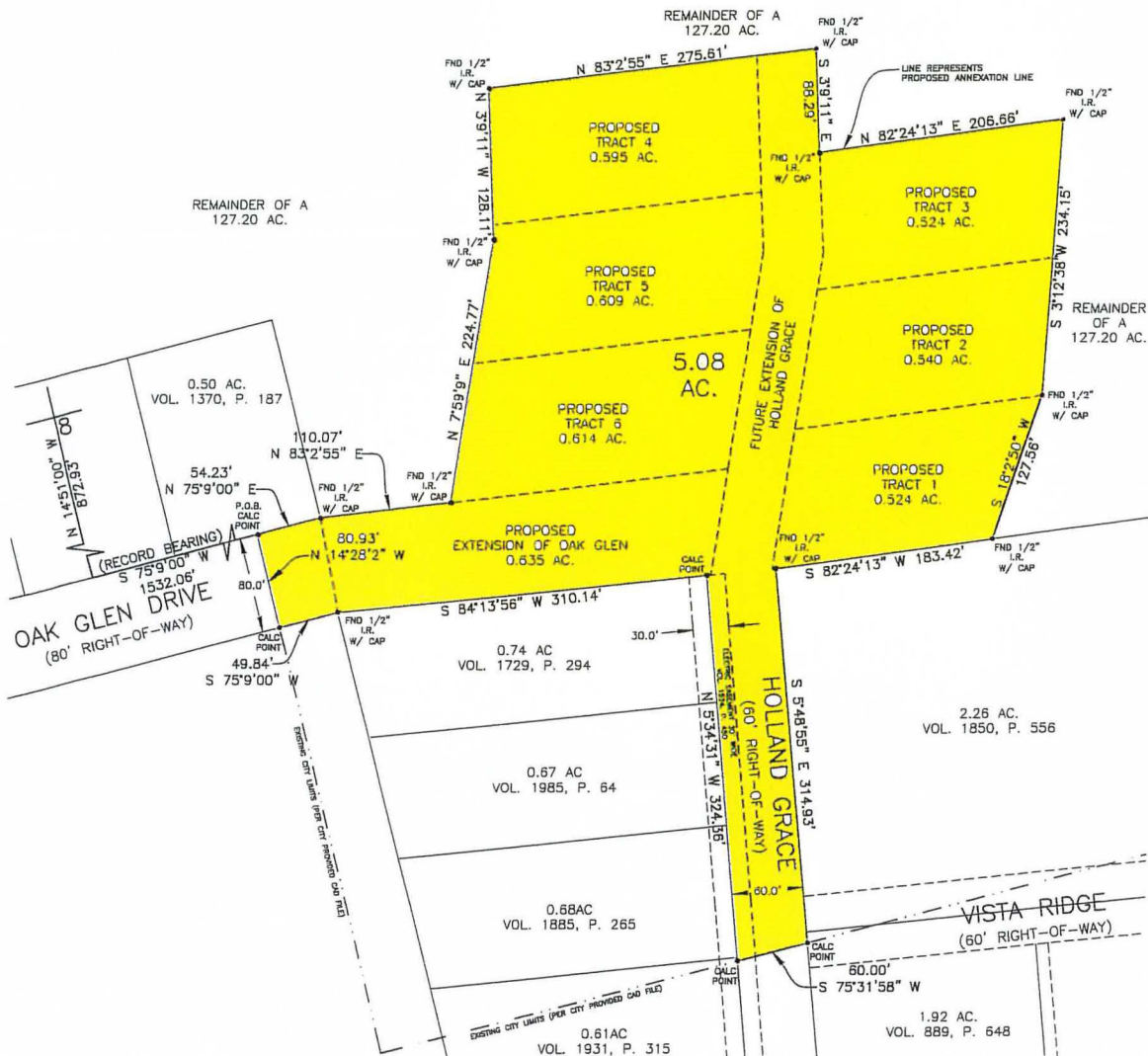
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Jacoby Hopper, owner of J Hopper Homes, Inc., and on behalf of said corporation.

\_\_\_\_\_  
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

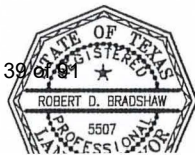
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT NOR WAS THIS PARCEL ABSTRACTED FOR EASEMENTS OF RECORD AND/OR RIGHTS OF WAY. BRADSHAW AND ASSOCIATES, INC. (FIRM # 10122900/10122901) AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING 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 # 10122900/10122901) 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: JACQBY 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. 48227C0430 C, DATED OCTOBER 8, 2010.

Stored: 22040130

BRADSHAW AND ASSOCIATES, INC.  
CONSULTING ENGINEERS  
REGISTERED PROFESSIONAL LAND SURVEYORS  
FIRM # 10122900/10122901  
600 EAST FM 700 B  
BIG SPRING, TEXAS 79720 (432) 263-1098  
FAX (432) 263-1794

5-10-2022 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



**Minutes of the Board of Director's Regular Meeting**  
**BIG SPRING ECONOMIC DEVELOPMENT CORPORATION**  
**Tuesday, March 15, 2022, 5:15 p.m.**  
**Offices of the Big Spring Economic Development Corporation**  
**215 West Third Street, Big Spring, Texas**

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Tuesday, March 15, 2022, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on March 11, 2022, to all Directors, the news media, and duly posted on March 11, 2022, by Teresa Morris in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the inside and outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday March 15, 2022, at 5:15p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is: Public Comment, Action on Minutes of the February 15, 2022, Regular Meeting, Action to Approve February Investment and Financials Report, Directors Report, Executive Session, Action as a Result of Executive Session, Board Comment, and Adjourn".

**Directors Present:**

Mr. Shane Seaton- President  
Mr. Jeff Ward- Vice President  
Mr. Raul Benavides- Secretary/Treasurer  
Mr. Paschal Odom

**Directors Absent:**

Mr. Cody Williams

**Staff Present:**

Mr. Mark Willis, Ms. Teresa Morris

**Guests that signed in:** Roger Cline

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

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

**ACTION ITEM #2- Public Comment:**

None

**AGENDA ITEM #3- Action on Minutes of the February 15, 2022, Regular Meeting:**

Mr. Seaton presented the Minutes. Motion to accept the Minutes was made by Mr. Ward seconded by Mr. Benavides. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

**AGENDA ITEM #4- Action to Approve February Investment & Financial Report:**

Mr. Benavides presented the Investment and Financials. Motion to approve the Investment & Financial Report was made by Mr. Benavides seconded by Mr. Ward. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

**ACTION ITEM #5- Directors Report:**

Projects: While the grant award is pending to extend infrastructure west of the Airpark, the property owners have expressed a desire to sell the entire 430 acres that could eventually serve to a professional development firm. The executive director explored the potential of such a sale and pricing with several major development groups with offices in the DFW area. We will meet with the property owners soon to discuss that input. EDC staff is working with the city and a prospect to potentially facilitate the construction of a new travel center, involving the potential of a +\$10 million investment. Despite the best efforts of the EDC and City staff the agricultural prospect (Horizon) declined to lease building 75 at the airpark. The company always expressed a desire to own but did entertain the proposal. The City Council approved the first reading to establish the downtown TIRZ at a 50% incremental property tax rate. The executive director worked and toured the City with a restaurant prospect who is now in contact with local realtors exploring the purchase of a property in the City. The Ports to Plains Appropriations bill was signed today by President Biden.

Meetings: Attended the monthly Chamber of Commerce Board meeting. The EDC Director participated in four City staff meetings. Staff attended tow City Council meeting. The EDC Director made a presentation to the Chamber Leadership class. The EDC Director provided the monthly newspaper article and participated in two monthly radio interviews. The EDC Associate Director attended the TEDC winter conference. The next Board meeting will be April 19th.

**AGENDA ITEM #6- Executive Session in accordance with Texas Government Code, Section 551.087 to discuss or deliberate regarding prospect activity:**

Mr. Seaton adjourned the Board into Executive Session at 5:27 pm., March 15, 2022. Mr. Seaton called the Executive Session to order at 5:27 pm., March 15, 2022. Mr. Seaton adjourned out of executive session at 5:51 pm., March 15, 2022. Mr. Seaton reconvened into open session at 5:54 pm., March 15, 2022.

**AGENDA ITEM #7- Action as a Result of Executive Session:**

None

**AGENDA ITEM #8- Board Comments:**

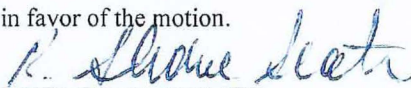
The Board expressed their enthusiasm for upcoming projects as well as the I-27 Ports to Plains announcement.

**AGENDA ITEM #9- Adjourn:**

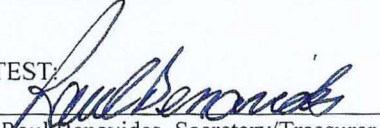
Mr. Odom made a motion to adjourn, seconded by Mr. Ward

The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

Meeting adjourned at 5:53 pm on March 15, 2022.

  
Mr. Shane Seaton, President

ATTEST:

  
Mr. Raul Benavides, Secretary/Treasurer



## PLANNING & ZONING COMMITTEE MINUTES

Tuesday, March 15, 2022

The Planning & Zoning Committee of the City of Big Spring, Texas met in Regular Session on Tuesday, March 15, 2022, at 5:30 pm in the City Council Chambers located at 307 East 4<sup>th</sup> Street, Big Spring, Texas.

Attendees included:  
Kevan Schooler

Depauw

Avant

Harris

Chairperson

Member Tammy

Member Dale

Member Kelley

Attendees included by telecommunications:  
Weaver Jr.

Member Aubrey

### Open Session

1. Call to Order

Chairperson Schooler called the Planning & Zoning Commission meeting to order at 5:30 pm on Tuesday, March 15, 2022

## Public Comment

2. Public Comment- There were no public comments.

## Public Hearings, Announcements and Presentations

3. **PUBLIC HEARING** - Regarding the Addition of "Indoor Shooting Range" as a Permitted Use in the Heavy Commercial (HC), Light Industrial (LI), and Heavy Industrial (HI) Districts and the Addition of "Medical Clinic" as a Permitted Use in the Retail (R), Light Commercial (LC), Heavy Commercial (HC), Central Area (CA), Light Industrial (LI), and Heavy Industrial (HI) Districts.

**Motion to open Public Hearing made by Member Avant  
And 2<sup>nd</sup> by Member Depauw  
Motion passed 5-0**

**There were no public comments.**

**Motion to close Public Hearing made by Member Harris  
And 2<sup>nd</sup> by Member Depauw  
Motion passed 5-0**

## Consent Items

4. Approval of the Planning & Zoning Meeting Minutes of the Regular meeting of November 2, 2021

**Motion to approve as written made by Member Depauw  
And 2<sup>nd</sup> by Member Avant  
Motion passed 5-0**

### **Old Business**

### **New Business**

5. Discussion and consideration regarding the addition of "Indoor Shooting Range" as a permitted use in the Heavy Commercial (HC), Light Industrial (LI), and Heavy Industrial (HI) Districts.

**Members suggested to add "Indoor Shooting Range" as a permitted use in Retail (R) and Central Area (CA) Districts in addition to Heavy Commercial (HC), Light Industrial (LI), and Heavy Industrial (HI) Districts.**

**Motion to approve was made by Member Harris, 2<sup>nd</sup> by Member Avant  
Motion passed 5-0**

6. Discussion and consideration regarding the Addition of "Medical Clinic" as a Permitted Use in the Retail (R), Light Commercial (LC), Heavy Commercial (HC), Central Area (CA), Light Industrial (LI), and Heavy Industrial (HI) Districts.

**All the members joined in the discussion. Motion made by Chairperson Schooler requesting that staff draft a definition of "Medical Clinic" and bring this item back to the Commission for reconsideration. Motion seconded by Member Avant.**

**Motion passed 5-0**

**Commission Input**

- 7. Input- Member Weaver would like to receive an update regarding the signage for zone changes from Planner Walker as discussed in a previous meeting.
  
- 8. Adjourn  
Member Schooler made a motion to adjourn,  
2<sup>nd</sup> by Member Avant  
Motion passed 5-0



5/3/22

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Chairperson Kevan Schooler

Date

RESOLUTION \_\_\_\_\_

**A RESOLUTION OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING THE APPROVAL OF THE COVID-19 PANDEMIC RELIEF RECOVER PLAN ASSOCIATED WITH THE IMPLEMENTATION OF THE CITY OF BIG SPRING AMERICAN RESCUE PLAN ACT (ARPA) – CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF) ALLOCATION; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Big Spring desires to develop a transparent and viable program to ensure funding and program identification are clearly discussed and presented that will allow the City of Big Spring to recovery and respond to the COVID-19 Pandemic; and

**WHEREAS**, certain conditions exist which represent a threat to the public health and safety; and

**WHEREAS**, it is necessary and in the best interests of City of Big Spring to approve the Recovery Plan to utilize and implement ARPA - CLFRF funding;

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

**SECTION 1.** The City Council hereby approves the City of Big Spring Recovery Plan attached as Exhibit A and incorporated herein by reference.

**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 **10<sup>th</sup>** day of **May, 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 **24<sup>th</sup>** day of **May, 2022** with all members of the Council voting “aye” for the passage of same.

ATTEST:

\_\_\_\_\_  
Shannon Thomason, Mayor

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



**COMMUNITY SERVICES MEMORANDUM**

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Date: 05/10/2022  
To: Mayor and City Council  
Todd Darden, City Manager  
From: Hayley Lewis, Community Services Director  
Subject: Event Funding Request

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We are respectfully requesting City Council approve the staff recommendation of \$7,000 for event funding for Coach Roy Training/ACES Nation 3 day sporting event that will result in over 55 hotel rooms, which will be funded by Convention and Visitors Bureau Event Funding.

### CVB Event Funding - Cover Sheet

Event:	Hidden Gems West Texas Shoot Out
Event Date:	06/2-5/22
Sponsoring Organization:	Coach Roy Training/ACES Nation
Amount Requested:	\$20,000.00
Action:	
Date PO Issued:	
Date Follow up Report Received:	
Profit/Loss	
Hotel Rooms	

#### 5 Year Requests

Date Requested	Event Date	\$ Funded	Date Approved	Follow-up	Hotel Rooms
2/1/2017	6/22-25/17	\$15,750.00	2/1/2017	9/22/2017	32
5/10/2022	06/2-5/22				

#### Previous Requests

Date Requested	Event Date	\$ Funded	Date Approved	Follow-up	\$ Returned
3/25/2013	08/09-10/2013	\$8,500.00	4/3/2013	9/10/2013	0.00



**Application**

Date: 2/27/2022

**Organization Information**

Name of Organization:

Coach Roy Training

Address:

2944 BrideKirk Drive

City, State, Zip:

Round Rock Texas 78664

Contact Name: Roy Green

Contact Phone Number: 512 917-0946

Contact Email: coachroygreen@gmail.com

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

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

Web Site Address for Event or Sponsoring Entity Coachroygreen.com

Non-Profit or For-Profit status: \_\_\_\_\_ Tax ID #: \_\_\_\_\_

Purpose of your organization:

See attachment 3 Events in 3 days - Football, Basketball and Esports

**Event Information**

Name of Event Hidden Gems West Texas Shoot out

Date of Event June 2nd to 5th 2022

Primary Location of Event: Howard College & Big Spring High School - Hotels

**THLA Event Funding Formula:**

# of Hotel Rooms 58  $\times$  \$150 (amount per room) = \$8,700  $\times$  %50 of Hotel Revenue =

\$4,350

Outside of Howard County Advertising: \$ \$7,000

Total Amount Requested: \$ 20,000



How will the funds be used:  
See attachment

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

**Questions for All Funding Request Categories:**

1. How many years have you held this Event 2

2. Expected Attendance: 250 to 300 kids- plus family members

3. How many people attending the Event will use Big Spring hotels? 60%

Number of nights the visitors will stay (approximate): 3 days

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

40 to 60

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

Hampton Inn \$144.00 discounted to \$99.0 per night Hotel Settles and Town Place Suites ?

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

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

ACES Nation, Advocare, Williamson County Juvenile Services - Tru Fam basketball club- Austin Elite and other clubs in Texas

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used? \$50.00 per team we will not turn any kid away! Sponsorship!



9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Local: \_\_\_\_\_ Out of Area: \_\_\_\_\_

	Radio, Social Media, E-sports company
Newspaper: Big Spring Herald	
Radio: KBEst Media Radio Station	Sports events in Texas is Basketball events
Tv: E- Sports media company	tournaments and Club Teams for all sports
Other Paid Advertising: Social Media High School	

Number of Press Releases to Media 10

Number Direct Mailings to out-of-town recipients 5,000

Other Promotions Going to show case events- Booths and College Recruiting Service

10. Will you include a link to the CVB or other source on your promotional handouts and in your website? Yes and need Logo also

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

This event is:  Regional  Statewide  National  International

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

1. Heads in Beds?

a. Yes

b. No

Convention Centers/Visitor Information Center  Registration of Convention Delegates

Advertising  Promotions of Arts  Historical Restoration or Preservation  Sporting Events

Transportation  Signage

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

Elroy Green  
Signature

3-27-2022  
Date

ELROY GREEN  
Printed Name



**Pre Event**

**REVENUE:**

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

Please list all sponsors individually

	Projected	
ACES Nation	\$3,000	\$3,000
Coach Roy Green Training	\$2,500	\$2,000
Advocare - products for camp- IN Kind	\$1,000	\$1,000
10% of all profits will go to help fund college		
Scholarships for student Athletic		
		\$6,000
<b>Total Projected Revenue</b>	<b>\$</b>	<b>\$ 5,000</b>

**EXPENSES:**

Administrative Expenses		
Facility Rental, Postage, office supplies, copy, paper, Insurance, Accountants, Attorneys, Software, professional memberships		
Advertising/ Promotion Expenses: Clean up supplies COVID -19 Precautions, Posters, flyers, Newspaper, Radio, Television, Awards & Trophies, Internet, Booths set up at tournaments - flyers in coaches packages at other summer events -Basketball Tournaments, T-shirts with City of Big Spring and sponsor logo added to shirts		
Training equipment - Basketballs - pitch back		
Travel - cars - trucks to carry equipment		
Guest Speakers- NFL - Professional Basketball (They will discount fees by 50%)		
Official for games -		
<b>Total Projected Expenses</b>	<b>\$</b>	<b>\$ 31,000</b>
<b>Projected Profit (Loss)</b>	<b>\$</b>	<b>\$</b>

Event	Received	Event Date	Decision Date	Requested	Total Amount Approved	Event Funding	Advertising	Follow Up
Oktoberfest	9/23/2021	10/16/2021	10/6/2021	\$13,000.00	\$7,000.00	\$2,000.00	\$5,000.00	
Live Drive Through Nativity	9/28/2021	12/10-12/2021	10/6/2021	\$1,000.00	\$1,000.00	\$300.00	\$700.00	
Big Spring Classic & Big Spring Shoot Out	10/12/2021	4/29-5/1/2022 & 6/17-19/2022	11/3/2021	\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	
A Joyful Season	10/26/2021	4/30-5/1/2022 & 11/5-6/2022	11/3/2021	\$2,500.00	\$2,500.00	\$1,500.00	\$1,000.00	
Coach Roy Training/ACES	5/10/2022	06/02-05/2022		\$20,000.00				

\$48,500.00      \$22,500.00      \$15,800.00      \$6,700.00

Totals:  
2021-2022 Event Funding Budget      \$120,000.00

\$120,000.00

Total Funded YTD      \$22,500.00  
Available Balance      \$97,500.00

\$97,500.00

Requested This Month      \$20,000.00  
Pending Balance      \$77,500.00

\$77,500.00

Staff Recommendation      \$7,000.00  
Pending Balance using Staff Recommendation      \$90,500.00

\$90,500.00

Event Funding May 10, 2022

Event	Hotel Rooms	\$150	50% of Hotel Revenue	Advertising	Total	Requesting	Staff Recommendation
Coach Roy Training/ACES	55	\$8,250.00	\$4,125.00	\$7,000.00	\$11,125.00	\$20,000.00	\$7,000.00
			<b>Event Funding:</b>	<b>Advertising:</b>			<u><u>\$7,000.00</u></u>
Coach Rooy Training/ACES			\$4,125.00	\$2,875.00			

Event Funding Cap

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



## MEMORANDUM

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Date: May 6, 2022  
To: City Council  
From: Todd Darden, City Manager; John Medina, Assistant City Manager  
Re: 1801 E I-20 Property

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**Introduction:** The City of Big Spring owns 11.06 acres of property on Interstate 20, often referred to as the “old Ramada Inn,” that was originally purchased to house inmates. The last occupant was the GEO Group who vacated the facility in 2019. Since then, the facility has remained unoccupied and in disrepair.

**Recommended Action:** Staff recommends demolishing the I-20 structure to address health, safety, and blight to a main entrance to the City. Additionally, clearing the property will improve its marketability. There has been interest in the property over the years; however, in its current state, the cleanup is cost prohibitive for private development investment.

The City has contacted our ARPA grant administrators, PMI, to see if this project would qualify. The project does meet all the requirements for the use of the grant funds. Administration proposes to use a portion of the ARPA allocation to fund the cleanup project. The estimated cost to complete the project is approximately \$680,000.00.

We are requesting approval from the City Council to enter into an agreement for management of this project. We anticipate the cost of this agreement will be between \$10,000 and \$50,000.

With the firm providing the management, demolition and abatement will be bid out. An approximate cost analysis for the subsequent asbestos abatement, removal and demolition of the property is provided below:

Asbestos Consulting Fees	\$32,800.00
Asbestos Abatement	\$195,000.00
Building Demolition	\$390,800.00
10% Contingency	\$61,860.00
Total Cost	\$680,460.00

The management firm will assist the City in bidding out the abatement and removal and demolition project. The asbestos abatement will take eight to ten weeks to complete, and demolition will take an additional six to eight weeks to complete. Asbestos consulting fees include asbestos abatement, project design, project management, air monitoring, and lab analysis.

ARPA funds will be used to pay the fees for the management firm and for the abatement, removal, and demolition of the structure.

Prior Council Action: None

Summary of Facts: The effective date of the appraisal is July 30, 2019; the appraisal is based on data and market conditions prevailing on that date. The research and analysis contained herein was conducted during the months of July and August 2019. The as-is appraisal for the property is \$545,000.00.

Property Appraised: 11.06 acres of land improved with a correctional/prison facility, previously used as, and referred to, as the Mid Tex Cornell Corrections Prison.

Location: Property is located along the south side of the Interstate 20 South Service Road, within the northern portion of the City of Big Spring, Howard County, Texas. The physical address of the subject property was reported to be 1801 Interstate 20 East, Big Spring, Texas.

Legal Description: An 11.06-acre tract of land being Lot 1, Block 1, Mid Tex Cornell Corrections Prison, out of the North ½ of the Southwest ¼ of Section 26, Block 33, T-1-N, Big Spring, Howard County, Texas.

Size: 11.06 total acres or 481,774 square feet.

Shape: The property is mostly rectangular in shape.

Zoning: Heavy Industrial (HI)

Access: Along the south side of the Interstate 20 South Service Road.

Flood Zone: According to FEMA map no. 48227C0300C, dated October 6, 2010, the subject property does not appear to lie within the flood hazard area.

Easements: Typical utility easements were assumed on the property. There also appears to be an electric transmission line which traverses across the far southwest corner of the property. A physical inspection of the property did not reveal any adverse encroachments.

Oil Field Activity: No oil field improvements were noted on the subject property during the physical inspection. Thus, it is assumed that no nuisances, hazardous conditions, or detrimental influences affect the subject property.

Improvements: The improvements situated upon the subject property include a correctional/prison facility formerly known and operated as Mid Tex Cornell Corrections Prison and GEO Correctional Unit. According to the Howard County Appraisal District, the total square footage of the facility is approximately 45,965 square feet of structural improvements. The facility was originally built in the late 1960s as a full-service hotel, the Ramada Inn.

The facility was converted to its most recent use as a 60-room prison containing all associated amenities and site improvements necessary for this use including a commercial kitchen, dining hall, offices, laundry building, educational rooms, perimeter security fencing topped with rolled razor wire, security gated entry points, a watch tower, a basketball court, wall ball courts, etc.

At the time of inspection, the facility was considered to be in poor and unusable condition. As determined within the highest and best use section of this report, the current improvements do not contribute to the highest and best use of the subject property. Thus, no detailed description of these improvements was warranted. Nevertheless, a test of reasonableness has been included at the conclusion of the sales comparison approach to test the feasibility of a conversion of the existing improvements into an oilfield related lodging facility.

Utilities: Electricity, City water, sewer, gas.

Current Use: Vacant commercial property.

Highest and Best Use: Commercial re-development as demand warrants.



## MEMORANDUM

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Date: May 6, 2022  
To: City Council  
From: Andrew W. Hagen, City Attorney *AWH*  
Re: Release of reversionary interests in Settles Hotel properties

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This item releases the City's reversionary interests in two deeds concerning the Settles Hotel. The reversionary interests relate to the substantial completion of the Settles Hotel Project.

**AFFIDAVIT OF FACTS**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF HOWARD**    §

BEFORE ME, \_\_\_\_\_, a Notary Public in and for Howard County, Texas, on this day personally appeared Andrew Hagen, Attorney for the City of Big Spring, Texas, Affiant herein, whom is known to me to be a credible person, and being by me duly sworn upon their oath, depose and say:

“Affiant states that the terms of the Reversionary Clause noted in Special Warranty Deed dated January 19, 2010, recorded in Volume 1166, Page 291, Official Public Records, Howard County, Texas and also noted in Special Warranty Deed dated January 11, 2010, recorded in Volume 1169, Page 568, Official Public Records, Howard County, Texas have been met and the City of Big Spring releases any and all interest in the subject lands, if any.”

“The foregoing statements are, to the best of my knowledge and belief, the full and accurate facts regarding the information stated herein.”

“Further, the Affiant sayeth not.”

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

**ACKNOWLEDGMENT**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF HOWARD**    §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by Andrew Hagen, Attorney for the City of Big Spring, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

**\*\*\*DO NOT REMOVE THIS PAGE – IT IS A PART OF THIS INSTRUMENT\*\*\*  
SPECIAL WARRANTY DEED**

Parties: CITY OF BIG SPRING  
to  
MAIN STREET INC

**FILED AND RECORDED  
REAL RECORDS**

On: 01/22/2010 at 04:07 PM  
Document Number: 2010-00000386  
Receipt No: 76969  
Amount: \$20.00  
Book/Page: B: OPR V: 1166 P: 291  
Recorded By: Donna Wright

Donna Wright, County Clerk  
Howard County, Texas  
3 Pages

STATE OF TEXAS  
COUNTY OF HOWARD

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Howard County.  
Any provision herein which restricts the sale, rental, or use of the described Real Property because of color or race is invalid and unenforceable under federal law.



Donna Wright, County Clerk  
Recorded By: Angie Worley, Deputy

Record and Return To:  
CITY OF BIG SPRING  
310 NOLAN ST  
  
BIG SPRING, TX 79720



After recording return to: Linda Sjogren, 310 Nolan St., Big Spring, Texas 79720

**SPECIAL WARRANTY DEED**

Date: January 19, 2010

Grantor: CITY OF BIG SPRING, a Texas Home Rule Corporation

Grantor's Mailing Address: 310 Nolan Street, Big Spring, Howard County, Texas 79720

Grantee: MAIN STREET, INC., a Texas non-profit corporation

Grantee's Mailing Address: P.O. Box 131, Big Spring, TX 79721

Consideration: Agreement between Grantor and Grantee regarding property transfer.

Property (including improvements):

.321 Acres, being Lots 1 and 2, Block 20, Original Town of Big Spring, Howard County, Texas

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:**

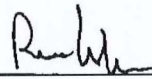
- 1) Validly existing restrictions, reservations, covenants, conditions, oil and gas leases and mineral interests outstanding in persons other than Grantors, and other instruments, other than conveyances of the surface fee estate, that affect the Property; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes, if any, which Grantee assumes.
- 2) **Reversionary Clause:** Grantee agrees to convey the property described herein to the Settles Hotel Development Company, Inc. in accordance with the Agreement Between the City of Big Spring and Main Street, Inc. Regarding Property Transfer, which agreement is on file with the City of Big Spring. After Grantee has conveyed the real property described herein to the Settles Hotel Development Company, Inc., if the property is attempted to be sold or conveyed prior to the substantial completion of the Settles Hotel Project as that term is defined in the Performance Agreement between the Big Spring Economic Development Corporation and Settles Hotel Development Company, Inc., which contract is on file with the Big Spring Economic Development Corporation; then unless the grantee of the attempted conveyance shall also own the Settles Hotel and assume responsibility for substantial completion of the Settles Hotel Project, then ownership of the real property described herein and any improvements thereon, whether existing at the time of this conveyance or not, shall **automatically revert to the City of Big Spring, Texas.**

**The reversionary language set forth herein must be included on any deed transferring this Property until the satisfaction of such condition and the filing of record of a correction deed removing this condition.**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.


When the context requires, singular nouns and pronouns include the plural.

CITY OF BIG SPRING



Russ McEwen, Mayor



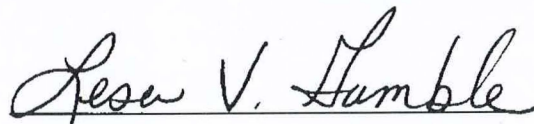
  
Jan Davis, Assistant City Secretary

2010-00000386 OPR Vol: 1166 P: 291  
01/22/2010 04:07:24 PM Pages: 3 WD  
Donna Wright-County Clerk, Howard County, TX

STATE OF TEXAS §

COUNTY OF HOWARD §

This instrument was acknowledged before me on the 19<sup>th</sup> day of January, 2010 by Russ McEwen, Mayor of the City of Big Spring, a Texas home rule municipal corporation, on behalf of said City.



Notary Public, State of Texas

My Commission Expires:



**\*\*\*DO NOT REMOVE THIS PAGE – IT IS A PART OF THIS INSTRUMENT\*\*\***  
**SPECIAL WARRANTY DEED**

Parties: MAIN STREET INC

to

SETTLES HOTEL DEVELOPMENT COMPANY INC

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**FILED AND RECORDED  
REAL RECORDS**

On: 03/03/2010 at 10:16 AM

Document Number: 2010-00001020

Receipt No: 77899

Amount: \$20.00

Book/Page: B: OPR V: 1169 P: 568

Recorded By: Donna Wright

Donna Wright, County Clerk  
Howard County, Texas

3 Pages

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STATE OF TEXAS  
COUNTY OF HOWARD

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Howard County.  
Any provision herein which restricts the sale, rental, or use of the described Real Property because of color or race is invalid and unenforceable under federal law.

Donna Wright, County Clerk



Recorded By: Nancy Porter, Deputy

---

Record and Return To:

SETTLES HOTEL DEVELOPMENT COMPANY  
PO BOX 1471

BIG SPRING, TX 79721



After recording return to: Kris Ryan, P.O. Box 1471, Big Spring, TX 79721

**SPECIAL WARRANTY DEED**

Date: \_\_\_\_\_

Grantor: MAIN STREET, INC., a Texas non-profit corporation

Grantor's Mailing Address: P.O. Box 131, Big Spring, TX 79721

Grantee: SETTLES HOTEL DEVELOPMENT COMPANY, INC.

Grantee's Mailing Address: P.O. Box 1471, Big Spring, Texas 79721

Consideration: Seven Thousand Five Hundred and no/100 Dollars (\$7500.00)

Property (including improvements):

.321 Acres, being Lots 1 and 2, Block 20, Original Town of Big Spring, Howard County, Texas.

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:**

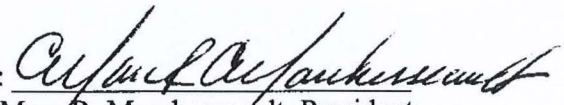
- 1) Validly existing restrictions, reservations, covenants, conditions, oil and gas leases and mineral interests outstanding in persons other than Grantors, and other instruments, other than conveyances of the surface fee estate, that affect the Property; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes, if any, which Grantee assumes.
- 2) **Reversionary Clause:** If the Property is attempted to be sold or conveyed prior to the substantial completion of the Settles Hotel Project as that term is defined in the Performance Agreement between the Big Spring Economic Development Corporation and Settles Hotel Development Company, Inc., which contract is on file with the Big Spring Economic Development Corporation; then unless the grantee of the attempted conveyance shall also own the Settles Hotel and assume responsibility for substantial completion of the Settles Hotel Project, then ownership of the real property described herein and any improvements thereon, whether existing at the time of this conveyance or not, shall **automatically revert to the City of Big Spring, Texas.**

**The reversionary language set forth herein must be included on any deed transferring this Property until the satisfaction of such condition and the filing of record of a correction deed removing this condition.**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

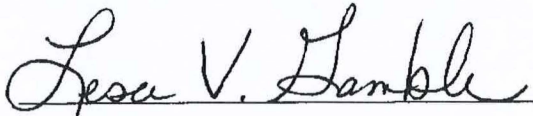
When the context requires, singular nouns and pronouns include the plural.

MAIN STREET, INC.  
A Texas non-profit corporation.

By:   
Marc R. Marchesseault, President

STATE OF TEXAS           §  
  §  
COUNTY OF HOWARD   §

This instrument was acknowledged before me on the 11<sup>th</sup> day of January 2010 by Marc R. Marchesseault, President of Main Street, Inc. on behalf of said corporation.



Notary Public, State of Texas

My Commission Expires:



**AGREEMENT BETWEEN THE CITY OF BIG SPRING  
AND SETTLES HOTEL DEVELOPMENT COMPANY, LLC  
REGARDING PURCHASE OF PROPERTIES IN VICINITY OF  
SETTLES HOTEL**

This Agreement is made and entered into by and between the City of Big Spring, Texas, a Texas home rule municipality (hereinafter referred to as the "City") and Settles Hotel Development Company, LLC, a Texas limited liability company (hereinafter referred to as "Settles"), with the City and Settles collectively (hereinafter referred to as the "Parties") effective as of the last date accompanying the signature of City or Settles below.

WHEREAS the Parties previously entered into a Contract of Sale effective May 15, 2007, in which Settles agreed to purchase and the City agreed to sell certain properties collectively referred to herein as the "Settles Hotel;" and

WHEREAS the Settles Hotel is located within the area designated by the City Council of the City as the "Downtown Reinvestment Zone," and renovation of the Settles Hotel as contemplated by the Contract of Sale will play an integral role in the historic and economic restoration of the Downtown area, and will promote economic and commercial development in the area; and

WHEREAS Settles wishes to acquire additional properties in the immediate vicinity of the Settles Hotel to enhance the restoration project;

NOW, THEREFORE For and in consideration of the mutual covenants set forth herein, the Parties agree as follows:

**1. Term.** This Agreement shall be in force and effect from the date of execution and for a term expiring three years thereafter.

**2. City's Obligations.** The City will convey to a non profit corporation it deems suitable and to which it can legally convey properties for such purpose, those certain properties described in Exhibit A attached hereto and incorporated by reference herein for the express purpose, and pursuant to a contractual requirement, that such entity shall then convey said properties to Settles for their fair market value as expressly provided in Exhibit A. The properties, are hereinafter referred to as Tract One and Tract Two, and collectively referred to herein as the "Properties". The City further agrees to execute such agreements or amendments to agreements as may be necessary to include Tract One in any and all tax abatement or other incentive programs offered by the City as contemplated by the Contract of Sale.

**3. Economic Development Incentive.** In addition, the City agrees, pursuant to Chapter 380 of the Texas Local Government Code, and the guidelines and criteria adopted by the City for such purposes, that within ten days of the transfer of title of the Settles Hotel,

pursuant to the Contract of Sale, it will reimburse Settles for the fair market value price paid for Tract One.

**3. Settles' Obligations.** Settles agrees to purchase the Properties from the entity described in paragraph two above, for the designated fair market value price set forth in Exhibit "A." Settles further agrees to use the Properties so acquired in conjunction with the restoration and future operation of the Settles, and further agrees that the Properties shall be subject to the same requirements and obligations of Settles as those contemplated for other property purchased under the Contract of Sale.

**4. Recovery.** In the event that the Parties do not close on the purchase of the Settles Hotel as contemplated in the Contract of Sale, after Settles has purchased the Properties, Settles agrees to convey the Properties back to the entity from which they were purchased for only the amount paid by Settles for the Properties.

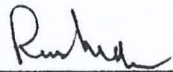
**5. Binding effect.** This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, and their respective successors, employees, legal representatives, and permitted assigns, and no other person shall have any legal or equitable rights, remedies, or claims under or in respect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

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


*Signature pages follow.*

EXECUTED this 13<sup>th</sup> day of January, 2008<sup>9</sup>.

**SELLER:** City of Big Spring, Texas  
Acting by and through its duly  
authorized Mayor

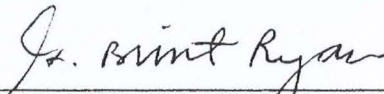
By:   
Russ McEwen, Mayor

**ATTEST:**

  
Tami Davis, Assistant City Secretary

EXECUTED this 12<sup>th</sup> day of June, 2008<sup>9</sup>.

**BUYER:**  
Settles Hotel Development Company, LLC  
A Texas limited liability company

By:   
G. Brint Ryan, Manager

**EXHIBIT A**

**TRACT ONE:**

The South half of Lot 10, Block 19, Original Town of Big Spring, Howard County, Texas.

Fair Market Value of the property is hereby determined to be One Thousand Eight Hundred Seventy Five and no/100 Dollars (\$1875.00).

**TRACT TWO:**

.321 Acres, being Lots 1 and 2, Block 20, Original Town of Big Spring, Howard County, Texas.

Fair Market Value of the property is hereby determined to be Seven Thousand Five Hundred and No/100 Dollars.

**AGREEMENT BETWEEN THE CITY OF BIG SPRING  
AND MAIN STREET INC.  
REGARDING PROPERTY TRANSFER**

This Agreement is made and entered into by and between the City of Big Spring, Texas, a Texas home rule municipality, hereinafter referred to as “the City” and Main Street, Inc., a Texas non-profit corporation, hereinafter referred to as “Main Street”, with the City and Main Street hereinafter collectively referred to as “the Parties”. This Agreement shall be effective as of the last date executed by either of the Parties, below.

WHEREAS the City and Settles Hotel Development Company, LLC, (“Settles”) entered into a Contract of Sale effective May 15, 2007 (the “Contract of Sale”), in which Settles agreed to purchase and the City agreed to sell certain properties collectively referred to herein as the “Settles Hotel;” and

WHEREAS on or about December 27, 2007 Settles entered into a Performance Agreement with the Big Spring Economic Development Corporation, known at the time as Moore Development For Big Spring, Inc., regarding economic incentives to Settles for the Settles Hotel project (the “Performance Agreement”); and

WHEREAS the Settles Hotel is located within the area designated by the City Council of the City as the “Downtown Reinvestment Zone,” and renovation of the Settles Hotel as contemplated by the Contract of Sale and the Performance Agreement will play an integral role in the historic and economic restoration of the Downtown area, and will promote economic and commercial development in the area; and

WHEREAS Settles wishes to acquire certain additional properties in the immediate vicinity of the Settles Hotel, as more specifically referred to in Exhibit “A” (the “Properties”) to enhance the restoration project; and

WHEREAS pursuant to that certain agreement between the City and Settles Regarding Purchase of Properties in Vicinity of Settles Hotel, effective June 12, 2009, the City has agreed to convey the Properties to a non-profit corporation in order that such corporation may thereafter convey the Properties to Settles in accordance with Chapter 253 of the Texas Property Code, and Settles has agreed to purchase the properties from the non-profit corporation for the fair market value prices set forth in Exhibit “A,” ; and

WHEREAS, Settles has further agreed that the Properties shall be subject to the same requirements and obligations of Settles as those contemplated for other property purchased under the Contract of Sale; and the City has further agreed to provide certain additional economic development incentives related to such conveyance in accordance with Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City Council finds that the conveyance of the Properties to Main Street, Inc. for further conveyance to Settles will facilitate the restoration of the Settles



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


*Signature pages follow.*

EXECUTED this 11<sup>th</sup> day of January, 2010.

City of Big Spring, Texas  
Acting by and through its duly  
authorized Mayor

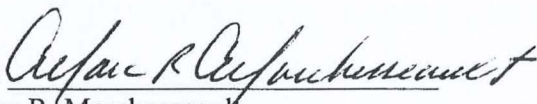
By:   
Russ McEwen, Mayor

ATTEST:

  
Tami Davis, Assistant City Secretary

EXECUTED this 11 day of January, 200~~9~~<sup>10</sup>.

MAIN STREET, INC.  
A Texas non-profit corporation

By:   
Marc R. Marchesseault  
Title: President

ATTEST:

  
Secretary of Main Street, Inc.

**EXHIBIT A**

**TRACT ONE:**

The South half of Lot 10, Block 19, Original Town of Big Spring, Howard County, Texas.

Fair Market Value of the property is hereby determined to be One Thousand Eight Hundred Seventy Five and no/100 Dollars (\$1875.00).

**TRACT TWO:**

.321 Acres, being Lots 1 and 2, Block 20, Original Town of Big Spring, Howard County, Texas.

Fair Market Value of the property is hereby determined to be Seven Thousand Five Hundred and No/100 Dollars.

Document No. 2010-00000387

**\*\*\*DO NOT REMOVE THIS PAGE – IT IS A PART OF THIS INSTRUMENT\*\*\***  
**SPECIAL WARRANTY DEED**

Parties: CITY OF BIG SPRING  
to  
MAIN STREET INC

---

FILED AND RECORDED  
REAL RECORDS

On: 01/22/2010 at 04:07 PM

Document Number: 2010-00000387

Receipt No: 76969

Amount: \$20.00

Book/Page: B: OPR V: 1166 P: 294

Recorded By: Donna Wright

Donna Wright, County Clerk  
Howard County, Texas

3 Pages

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STATE OF TEXAS  
COUNTY OF HOWARD

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Howard County.

Any provision herein which restricts the sale, rental, or use of the described Real Property because of color or race is invalid and unenforceable under federal law.



Donna Wright, County Clerk

Recorded By: Angie Worley, Deputy

---

Record and Return To:

CITY OF BIG SPRING  
310 NOLAN ST

BIG SPRING, TX 79720



After recording return to: Linda Sjogren, 310 Nolan St., Big Spring, Texas 79720

**SPECIAL WARRANTY DEED**

Date: January 19, 2010

Grantor: CITY OF BIG SPRING, a Texas Home Rule Corporation

Grantor's Mailing Address: 310 Nolan Street, Big Spring, Howard County, Texas 79720

Grantee: MAIN STREET, INC., a Texas non-profit corporation

Grantee's Mailing Address: P.O. Box 131, Big Spring, TX 79721

Consideration: Agreement between Grantor and Grantee regarding property transfer.

Property (including improvements):

The south half of Lot 10, Block 19, Original Town of Big Spring, Howard County, Texas.

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:**

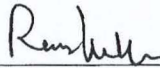
- 1) Validly existing restrictions, reservations, covenants, conditions, oil and gas leases and mineral interests outstanding in persons other than Grantors, and other instruments, other than conveyances of the surface fee estate, that affect the Property; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes, if any, which Grantee assumes.
  
- 2) **Reversionary Clause:** Grantee agrees to convey the property described herein to the Settles Hotel Development Company, Inc. in accordance with the Agreement Between the City of Big Spring and Main Street, Inc. Regarding Property Transfer, which agreement is on file with the City of Big Spring. After Grantee has conveyed the real property described herein to the Settles Hotel Development Company, Inc., if the property is attempted to be sold or conveyed prior to the substantial completion of the Settles Hotel Project as that term is defined in the Performance Agreement between the Big Spring Economic Development Corporation and Settles Hotel Development Company, Inc., which contract is on file with the Big Spring Economic Development Corporation; then unless the grantee of the attempted conveyance shall also own the Settles Hotel and assume responsibility for substantial completion of the Settles Hotel Project, then ownership of the real property described herein and any improvements thereon, whether existing at the time of this conveyance or not, shall **automatically revert to the City of Big Spring, Texas.**

**The reversionary language set forth herein must be included on any deed transferring this Property until the satisfaction of such condition and the filing of record of a correction deed removing this condition.**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

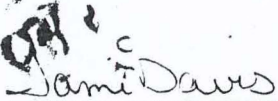
When the context requires, singular nouns and pronouns include the plural.

CITY OF BIG SPRING



Russ McEwen, Mayor

ATTEST:



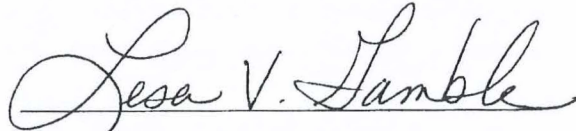
Tami Davis, Assistant City Secretary

2010-00000387 OPR Vol: 1166 P: 294  
01/22/2010 04:07:24 PM Pages: 3 WD  
Donna Wright-County Clerk, Howard County, TX

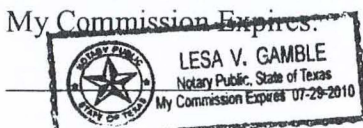
STATE OF TEXAS §

COUNTY OF HOWARD §

This instrument was acknowledged before me on the 19<sup>th</sup> day of January, 2010 by Russ McEwen, Mayor of the City of Big Spring, a Texas home rule municipal corporation, on behalf of said City.



Notary Public, State of Texas



Document No. 2010-00000386

\*\*\*DO NOT REMOVE THIS PAGE – IT IS A PART OF THIS INSTRUMENT\*\*\*

SPECIAL WARRANTY DEED

Parties: CITY OF BIG SPRING  
to  
MAIN STREET INC

FILED AND RECORDED  
REAL RECORDS

On: 01/22/2010 at 04:07 PM

Document Number: 2010-00000386

Receipt No: 76969

Amount: \$20.00

Book/Page: B: OPR V: 1166 P: 291

Recorded By: Donna Wright

Donna Wright, County Clerk  
Howard County, Texas

3 Pages

STATE OF TEXAS  
COUNTY OF HOWARD

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Howard County.  
Any provision herein which restricts the sale, rental, or use of the described Real Property because of color or race is invalid and unenforceable under federal law.



Donna Wright, County Clerk

Recorded By: Angie Worley, Deputy

Record and Return To:

CITY OF BIG SPRING  
310 NOLAN ST

BIG SPRING, TX 79720



After recording return to: Linda Sjogren, 310 Nolan St., Big Spring, Texas 79720

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Grantor's Mailing Address: 310 Nolan Street, Big Spring, Howard County, Texas 79720

Grantee: MAIN STREET, INC., a Texas non-profit corporation

Grantee's Mailing Address: P.O. Box 131, Big Spring, TX 79721

Consideration: Agreement between Grantor and Grantee regarding property transfer.

Property (including improvements):

.321 Acres, being Lots 1 and 2, Block 20, Original Town of Big Spring, Howard County, Texas

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:**

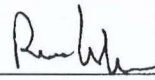
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When the context requires, singular nouns and pronouns include the plural.

CITY OF BIG SPRING

  
\_\_\_\_\_  
Russ McEwen, Mayor

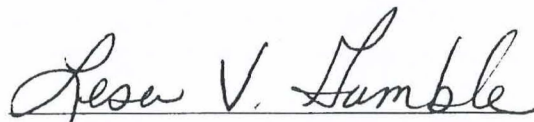
  
\_\_\_\_\_  
Janor Davis, Assistant City Secretary

2010-00000386 OPR Vol: 1166 P: 291  
01/22/2010 04:07:24 PM Pages: 3 WD  
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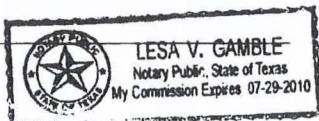
STATE OF TEXAS §

COUNTY OF HOWARD §

This instrument was acknowledged before me on the 19<sup>th</sup> day of January, 2010 by Russ McEwen, Mayor of the City of Big Spring, a Texas home rule municipal corporation, on behalf of said City.

  
\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:





memo

Date: 05/06/2022

From: Sandy Smith, Finance Director

---

To: Mayor and City Council

---

Re: West Texas Opportunity

West Texas Opportunities has received funding to assist people with their water bills through the Low-Income Household Water Assistance Program (LIHWAP). By signing this Water Provider Agreement, that will allow WTO to distribute these funds to their clients and enable them to pay past due balances.

**LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)  
"WATER PROVIDER AGREEMENT"**

**PURPOSE.** The purpose of the Low Income Household Water Assistance Program (LIHWAP) grant is to provide emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and groundwater services collectively named (Water Services).

The Water Services Provider (Water Provider or Vendor), agrees to the terms of the LIHWAP grant and to accept payment from LIHWAP agencies only for eligible LIHWAP clients to whom Water Provider continues to provide Water Services. The Water Assistance Provider (Agency), agrees to make payments only for eligible LIHWAP clients.

**PARTIES. This Water Provider Agreement is by and between:**

**West Texas Opportunities, Inc.**

Water Assistance Provider (Agency)

Water Services Provider (Water Provider)

The Agency and Water Provider are each a Party to the Water Provider Agreement and collectively known as the Parties.

Water Provider and Agency agree to assist eligible LIHWAP clients in the following Texas counties:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**WATER SERVICES. Water Services provided and billed by Water Provider:**

- Water Fees
- Stormwater Fees
- Wastewater
- Sewer Fees
- Groundwater Fees
- Other: \_\_\_\_\_

**TERM.** This Water Provider Agreement shall be effective from the 25th day of April, in the year 2022, for a period not to exceed one year from the effective date, although the Parties can agree in writing to extensions for up to one additional year. Either Party may terminate this Water Provider Agreement by written notice. Such written notice of termination shall not affect any obligation by either Party incurred prior to the receipt of such notice.

**NOTICE. Notice shall be sent via certified mail to the addresses below with return receipt requested.**

\_\_\_\_\_  
(Water Provider Name)

\_\_\_\_\_  
(Water Provider Mailing Address)

---

(Water Provider Certificate of Convenience and Necessity # (CCN))

West Texas Opportunities, Inc.

---

(Agency Name)

P.O. Box 1308, Lamesa, TX 79331

---

(Agency Mailing Address)

**AGENCY REPRESENTATIONS.** The Agency named above represents and warrants to Water Provider that it is an entity under contract with the Texas Department of Housing and Community Affairs (TDHCA) and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible LIHWAP clients. In addition, the Agency further represents and warrants to Water Provider that it has determined eligible LIHWAP clients to be eligible under the LIHWAP guidelines. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, or prevention of disconnection of service, and to pay either partially or in full an eligible LIHWAP client's current due water bill, known as "Eligible Costs" related to Water Services.

**WATER PROVIDER'S REPRESENTATIONS.** The Water Provider named above represents and warrants that it will apply any payments received from Agency to the eligible LIHWAP client's account related to Eligible Costs.

Both parties acknowledge that this Water Provider Agreement and the services provided by the Water Provider are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP.

**AMENDMENTS.** Any and all amendments to this Water Provider Agreement shall be in writing, approved by TDHCA, and agreed upon by both Parties.

**WATER PROVIDER'S RESPONSIBILITIES. Water Provider will, with reference to an eligible LIHWAP client:**

- Provide the Agency with at least one designated contact person who shall be available to respond by telephone and email to all reasonable inquiries regarding eligible LIHWAP clients and client accounts including but not limited to bills, payments, and services.
- Provide water services to each eligible and approved household for which payment is provided under LIHWAP.
- Extend the potential LIHWAP application for water services for up to ten calendar days while the Agency determines whether the potential LIHWAP applicant is eligible pursuant to the LIHWAP.
- Upon accepting payment from Agency for the eligible LIHWAP client, continue or restore water services to eligible LIHWAP client with no increases in charges, service charges or other charges or fees affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission "PUC".
- In the event the Agency requires the eligible LIHWAP client to pay a portion of the bill prior to having a pledge made on their account on or before the disconnect date, as stated in the client's Disconnect Notice as required by PUC regulations, nothing in this agreement requires the Water Provider to delay a disconnect if the eligible LIHWAP client has not paid their required portion.
- Invoice the eligible LIHWAP client in accordance with Water Provider's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the eligible LIHWAP client's billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve

months of billing history and usage is available. Water Provider will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.

- Work with Agency and eligible LIHWAP client to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against eligible LIHWAP client in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide water service or otherwise discriminate in the marketing and provision of water service to any eligible LIHWAP client because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, level of income, disability, financial status, location of client in an economically distressed geographic area, or qualification for low-income or water-efficiency services.
- Allow Agency forty-five days from the date of pledge for assistance payment to forward payment to the Water Provider. Water Provider agrees not to consider the portion of the eligible LIHWAP client's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period, and Water Provider is provided with a verbal or signed pledge from the Agency within forty-five days of identifying an eligible LIHWAP client.
- Not interrupt service if eligible LIHWAP client is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Water Provider concerning how the eligible LIHWAP client will pay the balance owed Water Provider and the eligible LIHWAP client is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the eligible LIHWAP client, the Water Provider shall return funds including interest (after any balance owed) to the Agency in accordance with PUC regulations or 10 Texas Administrative Code §6.312(f) (as applicable).
- Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- Not apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.
- Clearly enter, on LIHWAP household bills, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP or at least the amount paid by LIHWAP shown as credited.
- Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with LIHWAP Water Provider Refund Policies.
- Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- Cooperate with any Federal, State, or local investigation, audit, or program review. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.
- Water Provider's application materials should include language that authorizes the Water Provider to release the applicant's information as described below to the Agency, Texas Department of Housing and Community

Affairs, Texas State Auditor's Office, Office of the Attorney General of Texas, U.S. Department of Health and Human Services, the U.S. Department of Health and Human Services Internal Auditor, or the designee of any of these governmental agencies.

- Data related to a eligible LIHWAP client's Water Services and payments must be provided within a timeframe specified by the Agency at no cost and must be provided in the format requested by the Agency. The data must be provided to the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The eligible LIHWAP client's signed LIHWAP application will authorize the Water Provider to release this information to the Agency.

**AGENCY RESPONSIBILITIES. The Agency will:**

- Accept written referrals for LIHWAP benefits by the Water Provider, and evaluate whether the referral is eligible as an eligible LIHWAP client.
- Obtain written permission for Agency to request and have access to eligible LIHWAP client information, including confidential or personal account information, credit and payment history, from eligible LIHWAP client's seeking Agency assistance. Social Security numbers are not required for the LIHWAP program and may not be disclosed to Agency.
- Provide to Water Provider, at Water Provider's request, eligible LIHWAP client's written permission for Agency's access to eligible LIHWAP client's information as stated above.
- Review invoice(s) submitted by the Water Provider. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- Not provide payments on behalf of an eligible LIHWAP client to Water Provider without having adequate funds to pay such payments.
- Provide payment to the Water Provider after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Water Provider Agreement, upon full compliance by the Water Provider with the terms herein within 45 days.
- Determine if a client is LIHWAP eligible within ten calendar days of contacting Water Provider.
- Provide Water Provider a list of names, telephone numbers and e-mail addresses of Agency staff designated to make payments on behalf of the Agency and eligible LIHWAP clients, if requested from Water Provider.
- Comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the U.S. Department of Health and Human Services. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP.

**CONFIDENTIALITY.** The terms of any confidential transaction under this Water Provider Agreement or any other information exchanged by the Agency and Water Provider relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Water Provider, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third Party to transmit water; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Water Provider Agreement).

---

Authorized Water Provider Signature

Date

---

Typed Name of Authorized Signature

Title

( )

---

Water Provider Telephone Number

---

Water Provider Email Address

*Elda Barrera*

Digitally signed by Elda Barrera 04/25/2022

---

Authorized Agency Signature

Date

**Elda Barrera**

**Community Services Director**

---

Typed Name of Authorized Signature

Title

**(806) 872-8354**

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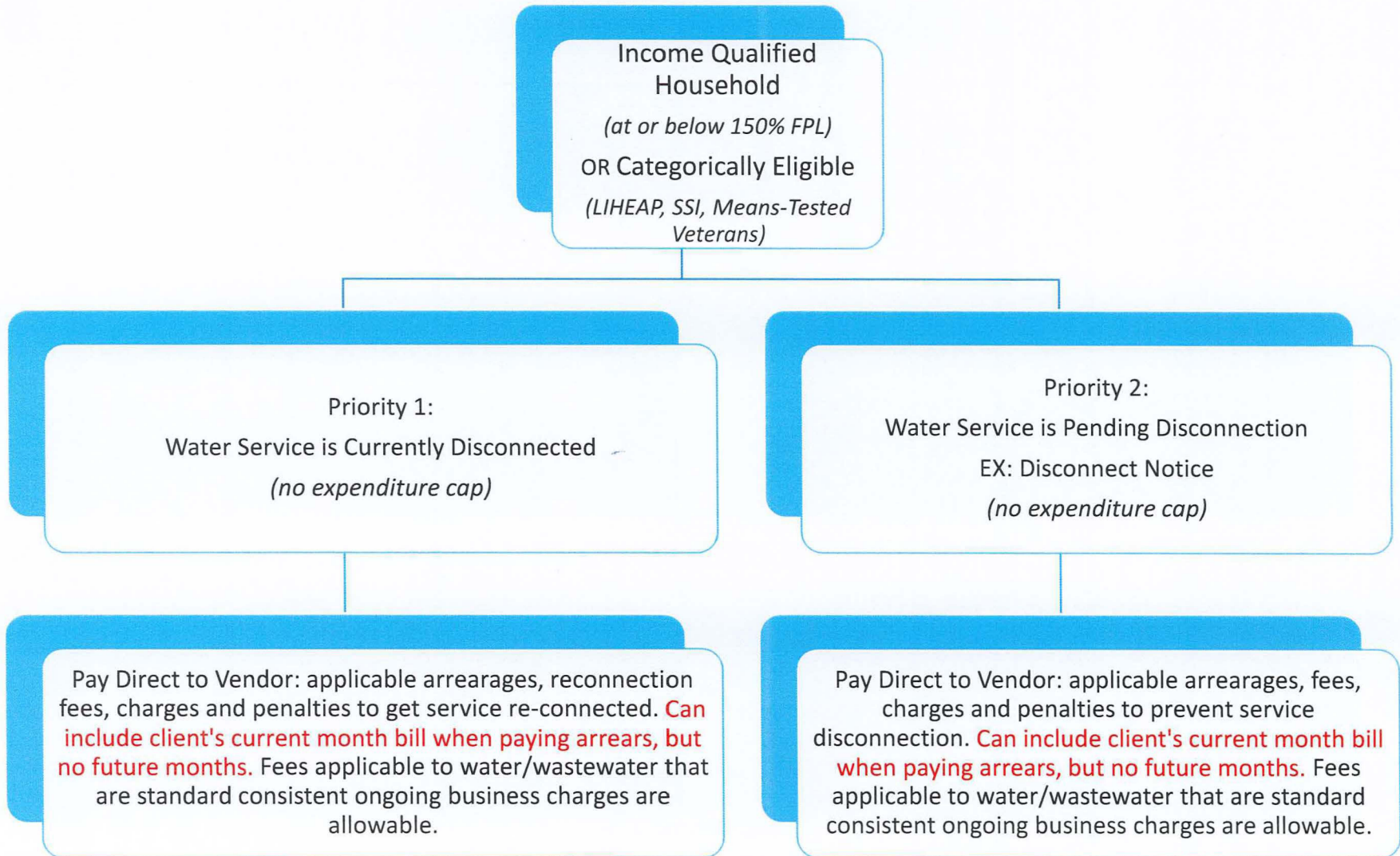
Agency Telephone Number

**e.barrera@gowto.org**

---

Agency Email Address

## Low-Income Household Water Assistance Program (LIHWAP) Flowchart



Payments to Vendors: payments applicable to water/wastewater charges must be paid directly to the vendor. Subrecipient must have active vendor agreement with the vendor prior to payment.

Revised 3.31.2022



April 11, 2022

Mr. Todd Darden  
City Manager  
City of Big Spring  
310 Nolan Street  
Big Spring, Texas 79720

Dear Mr. Darden:

The terms for two of the City of Big Spring's appointees, Mr. Richard Steel and Dr. John Myers, to the Colorado River Municipal Water District's Board of Directors will expire on May 31, 2022. The appointees serve as Board Members and Officers of the Colorado River Municipal Water District.

Mr. Steel has served on the Board of Directors of CRMWD since June 1, 2020. He is currently serving on the Personnel and Professional Services Committee, as well as serving as Chair on both the Finance and Audit Committee and the Retirement Plan and Trust Committee.

Dr. Myers has served on the Board of Directors of CRMWD since January 6, 2011. He is currently serving on the Finance and Audit Committee, as Vice-President on the Executive Committee, and as Chair on the Personnel and Professional Services Committee.

As set forth in the District's enabling legislation, the terms and qualifications of the Directors are:

*"...in May of each year the governing body of each of the cities in Section 2 of this Act shall appoint two (2) directors for the two-year term beginning on June 1 of that year. Each director shall serve for his term of office as herein provided, and thereafter until his successor shall be appointed and qualified. No person shall be appointed a director unless he resides in and owns taxable property in the city from which he is appointed. No member of a governing body of a city, and no employee of a city shall be appointed as director. Such directors shall subscribe to the Constitutional Oath of office..."*

The term for the City's two appointees will be from June 1, 2022, through May 31, 2024.

These appointments require a majority vote of the City Council. After the council makes the two appointments, please provide us with documentation for our files confirming the appointments and their information so we may contact them. If you have any questions regarding this matter, please do not hesitate to give me a call at 432-267-6341.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cole Walker', with a stylized flourish at the end.

Cole Walker  
General Manager

CDW/mn

cc: Mr. Richard Steel  
Dr. John Myers