



CITY COUNCIL REGULAR AGENDA

Tuesday, May 24, 2022

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, May 24, 2022, at 5:30 pm at the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas. **We welcome the public to attend the meeting via telecommunication. Citizens will be able to view the City Council Meeting on Our Local Channel 17 through Suddenlink or on Our Website <http://mybigspring.com/224/Channel-17-Live>.**

CITY COUNCIL MEETING ETIQUETTE

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

Open Session

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

Public Comment

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

4. **Public Comments** Moore

Announcements, Presentations and Public Hearings

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

- | | | |
|----|--|--------|
| 5. | PUBLIC HEARING – Tax Abatement Guidelines | Medina |
| 6. | PUBLIC HEARING – Concerning Annexation of Approximately 5.08 Acres of Land Located in N/2 of Section 8, Block 32-1-N, T-1-S, T & P RR Co. Survey, Big Spring, Howard County, Texas | Hagen |

City Manager’s Report

- | | | |
|-----|---|--------|
| 7. | Update - Large Item Pickup for District 5 – May 18, 2022 | Darden |
| 8. | Budget Schedule | Darden |
| 9. | Aquatic Center to Open June 4, 2022 | Darden |
| 10. | City Holiday – Memorial Day, May 30, 2022 | Darden |
| 11. | Recognition of Code Officers and Street Department Receiving Certifications | Darden |
| 12. | City Employee Appreciation Picnic | Darden |
| 13. | Extending our Sympathies to the Family of Former Mayor Cotton Mize | Darden |

Consent Items

- | | | | |
|-----|---|------|--------|
| 14. | Approval of the City Council Minutes of the Regular Meeting of May 10, 2022 and of the Special Meeting of May 17, 2022 | 6-14 | Davis |
| 15. | Final 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) – Coronavirus Local Fiscal Recovery Funds (CLFRF) Allocation; and Providing an Effective Date | 15 | Medina |

Vouchers

- | | | | |
|-----|-------------------------|-----------------|----------|
| 16. | TABLED | | McDonald |
| | Vouchers for 04/25/2022 | \$ 41,800.00 | |
| | Vouchers for 04/28/2022 | \$ 399,409.43 | |
| 17. | Vouchers for 05/12/2022 | \$ 499,918.06 | Tompkins |
| | Vouchers for 05/19/2022 | \$ 1,042,199.80 | |
| | Drafts & Manual Cks. | \$ 49,564.11 | |

Bids

- | | | | |
|-----|---|-------|--------|
| 18. | Consideration and Possible Action on a Bid for the Water Line Relocation Project and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 16 | Bowles |
| 19. | Consideration and Possible Action to Request Proposals for the Sale of the Interstate-20 Property and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 17-18 | Medina |

New Business

- | | | | |
|-----|--|-------|-------------|
| 20. | Acknowledge Receipt of the Big Spring Economic Development Corporation Board Minutes from the Meeting of April 19, 2022 | 19-20 | Mark Willis |
| 21. | Consideration and Possible Action Authorizing an Event Funding Request from CVB for the Ports to Plains Alliance Conference | 21-33 | Medina |
| 22. | First Reading of a Resolution Vesting Negotiating Authority on Behalf of the City for Specific Contracts and Future Contracts in the City Manager or His Designee; Providing for Severability; and Providing an Effective Date | 34-35 | M. Smith |
| 23. | First Reading of a Resolution Abolishing that Part of the Big Spring Personnel Policies in Chapter IX, "Conduct," Section 7 "Relations with Mayor and Council," Being Section D, "Entitled Meetings with Council and Staff"; Providing for Severability; and Providing an Effective Date | 36-37 | Darden |
| 24. | First Reading of a Resolution Reauthorizing the Tax Abatement Guidelines and Criteria; Providing for Severability; and Providing an Effective Date | 38-54 | Medina |

- | | | | |
|-----|---|-------|----------|
| 25. | First Reading of a Resolution Suspending the June 17, 2022 Effective Date of Oncor Electric Delivery Company's Requested Rate Change to Permit the City Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with the Steering Committee of Cities Served by Oncor to Hire Legal and Consulting Services and to Negotiate with the Company and Direct any Necessary Litigation and Appeals; Requiring Notice of this Resolution to the Company and Legal Counsel for the Steering Committee; and Providing an Effective Date – The Complete Application of Oncor Electric Delivery Company LLC Rate Changes is Available for Review in the City Secretary's Office | 55-60 | Medina |
| 26. | First Reading of an Ordinance Amending Chapter 2 of the Big Spring City Code Entitled "Administration," Article II "City Council," Section 2-22 "Establishing the Agenda" in Order to Charge the City Manager with the Responsibility of Establishing the City Council Agendas; Providing for Severability; and Providing an Effective Date | 61-63 | Ornelas |
| 27. | First Reading of an Ordinance Granting a Partial Ad Valorem Tax Exemption for Tax Year 2022 for The Homestead of Any Married or Unmarried Adult; Providing for Severability; and Providing an Effective Date | 64-65 | S. Smith |
| 28. | First Reading of an Ordinance Annexing Approximately 5.08 Acres of Land Out of the N/2 of Section 8, Block 32, T-1-S, T & P RR. Co. Survey, Howard County, Texas, and Extending the Boundary Limits so as to Include said Hereinafter Described Property Within Said City Limits, and Granting to all the Inhabitants of said Property all the Rights and Privileges of Other Citizens and Binding Said Inhabitants by all of the Acts, Ordinances, Resolutions, and Regulations of Said City; Adopting a Municipal Services Agreement; Providing for Severability; Providing for Publication; and Providing an Effective Date | 66-84 | Hagen |
| 29. | TABLED - Consideration and Possible Action Concerning Retirees' Green Fees | | Moore |
| 30. | First Reading of an Ordinance Amending Chapter 40 of the Big Spring City Code, Entitled "Parks, Recreation, and Cultural Affairs," Article VII, "Comanche Trail Golf Course," Section 40-234, "Golf Course Green Fees," Subsection (5), "Miscellaneous," to Confirm the | 85-86 | Medina |

Interpretation of Retiree or Retirees for the Purposes of Annual Green Fees for Retirees; Providing for Severability; and Providing an Effective Date

31. Consideration and Possible Action of a Meet and Confer Agreement Between the City of Big Spring and the Big Spring Professional Firefighters' Association and Authorizing the Mayor to Execute any Necessary Documents 87-104 Ferguson
32. Consideration and Possible Action Concerning a Boundary Agreement Between the City of Big Spring and Tommy Churchwell Establishing the Exact Location of the Common Property Line Between Private Property and the City-Owned Moss Creek Lake Property and Authorizing the Mayor to Execute any Necessary Documents 105-110 Darden
33. Boards and Committees
Zoning Board of Adjustment
Erin Yeats – District 6 M. Smith

Council Input

34. Input Moore
35. **Adjourn** Moore

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

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the City Council and Posted on Friday, May 20, 2022 at 5:15 p.m. in accordance with Title 5, Texas Government Code and Chapter 551.

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



Tami L. Davis, City Secretary

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

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

The City Council of the City of Big Spring, Texas, met in a regular meeting in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 p.m., May 10, 2022, with the following members present in person:

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

(Councilmember McDonald was not present at this meeting.)

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

TODD DARDEN	City Manager
JOHN MEDINA	Assistant City Manager
ANDREW HAGEN	City Attorney
SHANE BOWLES	Public Works Director
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
HAYLEY LEWIS	Community Services Director
MIKE FEELEY	Airpark Director
SANDY SMITH	Finance Director
TIM GREEN	Municipal Judge

INVOCATION & PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

A couple of citizens spoke regarding items on the agenda.

ANNOUNCEMENTS, PRESENTATIONS AND PUBLIC HEARINGS

EMERGENCY READING OF A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON THE 7TH DAY OF MAY, 2022

IF NECESSARY, RECOGNITION OF OUTGOING MAYOR

ADMINISTER THE OATH OF OFFICE TO DULY ELECTED MAYOR AND COUNCILMEMBER FOR DISTRICT FIVE

The above captioned items regarding the General Election on May 7, 2022 will be moved to a special meeting to be held on May 17, 2022 due to the waiting period regarding some provisional and mail in ballots that were received.

PRESENTATION FROM LEADING EDG

Taylor McAlpine presented their process regarding working with the Big Spring Economic Development Corporation.

CITY MANAGER'S REPORT

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

- Large Item Pickup for District 5 on May 18, 2022
- Seasonal Jobs are open for Parks and Aquatic Center

CONSENT ITEMS

APPROVAL OF THE CITY COUNCIL MINUTES OF THE REGULAR MEETING OF APRIL 26, 2022

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

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

FINAL READING OF A RESOLUTION DECLARING CITY OF BIG SPRING A PURPLE HEART CITY AND DESIGNATING AUGUST 7TH OF EACH YEAR AS "PURPLE HEART DAY"; AND PROVIDING AN EFFECTIVE DATE

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

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 R.R. 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

Motion was made by Mayor Thomason to approve the above captioned resolution, seconded by Councilmember Yanez, 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 ACCORDNANCE 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.

Motion was made by Councilmember Hughes to remove the above captioned item off the table, seconded by Mayor Pro Tem Ornelas, with all members of the Council present voting "aye."

No motion was made regarding the above captioned item. The item fails due to lack of motion.

VOUCHERS

Councilmember McDonald was not present at this meeting to review the following vouchers:

VOUCHERS FOR 04/25/2022 \$ 41,800.00
VOUCHERS FOR 04/28/2022 \$ 399,409.43

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

Councilmember Tompkins reviewed the following vouchers:

VOUCHERS FOR 05/05/2022 \$ 1,072,806.91

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

NEW BUSINESS

ACKNOWLEDGE RECEIPT OF THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION BOARD MINUTES FROM THE REGULAR MEETING OF MARCH 15, 2022

Councilmembers acknowledged the above captioned minutes with no changes.

ACKNOWLEDGE RECEIPT OF THE PLANNING & ZONING COMMITTEE MINUTES FROM THE REGULAR MEETING OF MARCH 15, 2022

Councilmembers acknowledged the above captioned minutes with no changes.

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 RESCUE PLAN ACT (ARPA) – CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF) ALLOCATION; AND PROVIDING AN EFFECTIVE DATE

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

CONSIDERATION AND POSSIBLE ACTION AUTHORIZING AN EVENT FUNDING REQUEST FROM CVB TO COACH ROY TRAINING/ACES NATION

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

CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR MANAGEMENT SERVICE FOR ABATEMENT AND REMOVAL OF ASBESTOS AND DEMOLITION OF THE INTERSTATE UNIT, 1801 I-20 E. BIG SPRING, TEXAS 79720

Motion was made by Councilmember Tompkins to approve the above captioned agreement, seconded by Councilmember Hughes.

After a brief discussion, motion was made by Mayor Thomason to amend the above captioned agreement by adding the intention of reimbursing the ARPA funds expended in said demolition for use in basic infrastructure from the sale price of the property, seconded by Councilmember Tompkins, with all members of the Council present voting “aye.”

Final motion was made by Councilmember Tompkins to approve the amended agreement, seconded by Councilmember Hughes, with all members of the Council present voting “aye.”

CONSIDERATION AND POSSIBLE ACTION AUTHORIZING THE CITY ATTORNEY TO EXECUTE AN AFFIDAVIT OF FACT RELEASING THE CITY’S REVERSIONARY

INTEREST IN PROPERTY TRANSFERRED FROM THE CITY OF BIG SPRING TO MAIN ST., AND RECORDED IN VOL. 1166, PG. 291 AND PROPERTY TRANSFERRED FROM MAIN ST., INC. TO SETTLES HOTEL DEVELOPMENT COMPANY, INC. AND RECORDED IN VOL. 1169, PG 568 DUE TO CONDITIONS FOR SUCH ACTION HAVING BEEN SATISFIED

Motion was made by Councilmember Tompkins to approve the above captioned affidavit, seconded by Councilmember Hughes.

After a brief discussion, motion was made by Mayor Pro Tem Ornelas to change from the Mayor to the City Manager to execute any necessary documents, seconded by Councilmember Yanez with all members of the Council present voting "aye."

Final motion was made by Councilmember Tompkins to approve the amended affidavit, seconded by Councilmember Hughes, with all members of the Council present voting "aye."

CONSIDERATION AND POSSIBLE ACTION OF AN AGREEMENT WITH WEST TEXAS OPPORTUNITIES TO ASSIST LOW INCOME HOUSEHOLDS WITH WATER BILLS AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

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

APPOINTMENTS TO THE COLORADO RIVER MUNICIPAL WATER DISTRICT'S BOARD OF DIRECTORS – TERM JUNE 1, 2022 THROUGH MAY 31, 2024

Motion was made by Councilmember Hughes to appoint Richard Steel and John Myers to the Colorado River Municipal Water District's Board of Directors, seconded by Councilmember Smith, with all members of the Council present voting "aye."

CONSIDERATION AND POSSIBLE ACTION CONCERNING RETIREES' GREEN FEES

After a brief discussion, motion was made by Mayor Pro Tem Ornelas to table the above captioned item, seconded by Councilmember Yanez, with Councilmembers Ornelas, Yanez, Hughes, Tompkins and Smith voting "aye" Mayor Thomason, being opposed, voting "nay" for passage of same. Motion **passed** five to one.

COUNCIL INPUT

Several Councilmembers thanked staff and thanked the Mayor for serving on the Council.

Mayor Pro Tem had concerns from his constituents regarding yards being mowed and mosquitos.

Councilmember Tompkins would like to see a speed survey on Phillips Road.

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

ADJOURN

Mayor Thomason adjourned the meeting at 6:45 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

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

The City Council of the City of Big Spring, Texas, met in a special meeting in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 p.m., May 17, 2022, with the following members present in person:

SHANNON THOMASON	Mayor (Outgoing)
ROBERT H. MOORE	Mayor (Incoming)
NICK ORNELAS	Mayor Pro Tem
DIANE YANEZ	Councilmember
GLORIA MCDONALD	Councilmember
TROY TOMPKINS	Councilmember
MAURY SMITH	Councilmember

(Councilmember Hughes was not present at this meeting.)

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

TODD DARDEN	City Manager
JOHN MEDINA	Assistant City Manager
ANDREW HAGEN	City Attorney
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
HAYLEY LEWIS	Community Services Director
MIKE FEELEY	Airpark Director
SANDY SMITH	Finance Director
TIM GREEN	Municipal Judge
TAMI L. DAVIS	City Secretary

PLEDGE OF ALLEGIANCE

Mayor Thomason led the Pledge of Allegiance to the American and Texas Flags.

Mayor Pro Tem requested a moment of silence for former Mayor Cotton Mize.

PUBLIC COMMENT

No public comments at this time.

NEW BUSINESS

EMERGENCY READING OF A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON THE 7TH DAY OF MAY, 2022

Mayor Thomason and the Councilmembers reviewed the canvass returns for Mayor and District Five as follows:

Mayor		
Robert H. Moore	1453 votes	80.68%
Shannon D. Thomason	348 votes	19.32%
Winner – Robert H. Moore		

City Councilmember District Five - Unopposed		
Troy Tompkins	345 votes	100.00%

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

RECOGNITION OF OUTGOING MAYOR

Todd Darden, City Manager, presented a plaque to Mayor Thomason and expressed his appreciation for serving on the Council.

ADMINISTER THE OATH OF OFFICE TO DULY ELECTED MAYOR AND COUNCILMEMBER FOR DISTRICT FIVE

Judge Green administered the oath of office to duly elected Troy Tompkins as Councilmember District Five and to Robert H. Moore as Mayor and presented them each with a certificate of election.

At this time Mayor Moore asked a friend, Mark Dettman, to give an invocation.

COUNCIL INPUT

All Councilmembers congratulated the Mayor and looking forward to working with him.

Mayor Moore thanked everyone for their support and wanted to inform everyone that his goal is for the City to be more transparent and wanted to ensure the councilmembers that he wants them to have a full understanding of the items on the agendas.

ADJOURN

Motion was made by Mayor Pro Tem Ornelas to adjourn the meeting at 5:55 p.m, seconded by Councilmember Tompkins, with all members of the Council present voting “aye.”

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

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

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



INTEGRITY
EXCELLENCE
TRUST

May 20, 2022

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

RE: 12" Water Line Relocation
Letter of Recommendation for Award

Sent: Via Email

Dear Mr. Medina:

On May 18, 2022 the City of Big Spring received bids for the 12" Water Line Relocation project. One bid was received for this project. A bid tabulation sheet summarizing the bid is included as an attachment to this letter. The total base bid was \$124,424.00 submitted by Whitewater Construction, Inc. out of Waco, Texas.

Jacob and Martin has evaluated the low bid for conformity with the advertisement for bids and checked the references of the apparent low bidder. Based on our evaluation of the bid, it is recommended that the contract be awarded to Whitewater Construction, Inc. for the total amount of \$124,424.00. If the City Council agrees with the recommendation for award, Jacob and Martin will prepare contract documents for execution by the Contractor and the City. Feel free to contact me if you have any questions.

Sincerely,

JACOB | MARTIN

Tristan King, E.I.T.



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
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Lubbock, TX 79414
806.368.6375



MEMORANDUM

Date: May 20, 2022
To: Mayor Robert Moore, Big Spring City Council Members and City Manager
From: John Medina, Assistant City Manager
Re: Request for Approval - Bids for the Sale of Interstate-20 Property

On May 10, 2022, City staff requested the City Council's approval to use ARPA funds to demolish the old Ramada Inn property on Interstate 20. We received a letter from PMI, the ARPA grant administrator, that confirms this project does qualify. City Council approved the project with the condition that proceeds from the sale will be used for capital projects.

Additionally, we have requested a new appraisal to determine the current, fair market value for the property since the last appraisal was done in 2019. Administration's goal is the sale of the property to benefit the City by increasing revenues generated by property tax, sales tax, and the creation of jobs. As part of this on-going project, Administration is requesting the City Council's approval to request proposals from developers for the purchase/development of this property. There is interest in the property from a developer that has been in discussions with the Economic Development Corporation.

The letter from PMI is attached for your review. Please feel free to contact me if you have questions regarding this information.

May 16, 2022

Re: City of Big Spring ARPA-SLFRF, Provision of Government Services

To whom it may concern,

The U.S. Treasury (“Treasury”) released the Final Rule for the American Rescue Plan Act – Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) in January 2022. Within the Final Rule, Treasury clarified some eligible uses of SLFRF funds and also simplified how communities could claim revenue loss.

Within the Final Rule, Treasury explained all SLFRF grant recipients could claim the “standard allowance” of revenue loss for their entire grant amount or \$10 million, whichever was less. The amount of revenue loss communities claim can then be used to fund the “Provision of Government Services,” which has been defined as “services provided by the recipient government.” Treasury provides some examples of Government Services such as pay-go funded infrastructure, environmental remediation, and public safety and generally restricts the use of these dollars from the repayment of debt, replenishing financial reserves, and expenditures that contravenes the statutory purpose of ARPA.

Since Big Spring has claimed the standard allowance on the SLFRF compliance report submitted in April 2022 the City will be able to report all SLFRF expenditures as Provision of Government Services, which is an extremely flexible category. As the demolition is generally in line with both safely removing environmental contaminants and removing a blighted building for public safety, this demolition project is in-line with Treasury’s definition and expectation of uses with these SLFRF funds.

Please let me know if you have additional questions.

Sincerely,



Jake McAdams
Regional Project Manager

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, April 19, 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, April 19, 2022, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on April 14, 2022, to all Directors, the news media, and duly posted on April 14, 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 April 19, 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 March 15, 2022, Regular Meeting, Action to Approve March Investment and Financials Report, Directors Report, Board Comment, and Adjourn".

Directors Present:

Mr. Shane Seaton- President
Mr. Raul Benavides- Secretary/Treasurer
Mr. Cody Williams
Mr. Paschal Odom

Directors Absent:

Mr. Jeff Ward- Vice President

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. Seaton led the invocation and pledge.

ACTION ITEM #2- Public Comment:

None

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

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

AGENDA ITEM #4- Action to Approve March 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. Odom. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #5- Directors Report:

Projects: The City and EDC have been informed that the EDA committed all available funds in the latest round of federal grant funding before considering the Big Spring \$1.5 million request. City and EDC staff have followed up vigorously and the request will be moved forward through several potential federal funding routes throughout the summer. The EDC Director traveled to the DFW area to talk to several commercial development professionals about pricing associated with the property owners west of the Airpark, reported back to property owners, arriving at a listing price all parties are comfortable with. EDC staff continue working with the city and a prospect involving the potential of a +\$10 million investment. The EDC is assisting Howard College and Howard County in negotiations concerning two substantial projects west of the city requesting incentives. The City Council formally established, via the second reading, the downtown TIRZ at a 50% incremental property tax rate. The Associate Director coordinated introductions for the new Leading EDG consultant to community leaders. EDC staff participated in a zoom meeting with Union Pacific management concerning future development of services to Big Spring.

Meetings: The EDC Director attended the monthly Chamber of Commerce Board meeting. The EDC Director attended the monthly County Leadership forum. The EDC Director participated in four City staff meetings. Staff attended two City Council meetings. The EDC Director attended the ICSC conference in Dallas. The EDC Director provided the monthly newspaper article and participated in two monthly radio interviews. The EDC Associate Director successfully completed PFIA required training. The next Board meeting will be May 18th.

AGENDA ITEM #6- Board Comments:

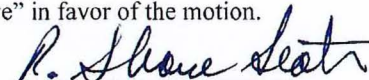
None

AGENDA ITEM #7- Adjourn:

Mr. Benavides made a motion to adjourn, seconded by Mr. Williams


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

Meeting adjourned at 5:32 pm on April 19, 2022.



Mr. Shane Seaton, President

ATTEST:


Mr. Raul Benavides, Secretary/Treasurer



COMMUNITY SERVICES MEMORANDUM

Date: 05/24/22
To: Mayor and City Council
Todd Darden, City Manager
From: Hayley Lewis, Community Services Director
Subject: Event Funding Request

We are respectfully requesting City Council approve the staff recommendation of \$5,000 for event funding for the 2022 Ports-to-Plains Alliance Conference that will result in over 75 hotel rooms, which will be funded by Convention and Visitors Bureau Event Funding.

This request has not been taken to the CVB Committee due to the stipulations of funding being over the threshold for requiring City Council approval.

CVB Event Funding - Cover Sheet

Event:	2022 Ports-to-Plains Alliance Conference
Event Date:	9/14-16/2022
Sponsoring Organization:	Ports-to-Plains Alliance
Amount Requested:	\$5,000.00
Action:	
Date PO Issued:	
Date Follow up Report Received:	
Profit/Loss	
Hotel Rooms	75

5 Year Requests

Date Requested	Event Date	\$ Funded	Date Approved	Follow-up	Hotel Rooms

Previous Requests

Date Requested	Event Date	\$ Funded	Date Approved	Follow-up	Profit/Loss



Application

Date: 05/15/22

Organization Information

Name of Organization:

Ports-to-Plains Alliance

Address:

PO Box 16226

City, State, Zip:

Lubbock TX 79490

Contact Name: Duffy Hinkle Contact Phone Number: 806-790-7196

Contact Email: duffy.hinkle@portstoplains.com

Second Contact Name: Joe Kiely Second Contact Email: joe.kiely@portstoplains.com

Second Contact Phone Number: 719-740-2240

Web Site Address for Event or Sponsoring Entity www.portstoplains.com

Non-Profit or For-Profit status: 501c6 Tax ID #: 75-2880913

Purpose of your organization: To advocate for a robust international transportation infrastructure to promote economic security and prosperity throughout North America's energy and agricultural heartland including Mexico to Canada.

Event Information

Name of Event 2022 Ports-to-Plains Alliance Conference

Date of Event Sept. 14-16, 2022

Primary Location of Event: Hotel Settles in Big Spring, TX

THLA Event Funding Formula:

of Hotel Rooms 75 X \$150 (amount per room) = \$159 X %50 of Hotel Revenue =

\$11,925.00

Outside of Howard County Advertising: \$ 0.00 Only e-advertising

Total Amount Requested: \$5,000



How will the funds be used:

For conference expenses in the budget so that City of Big Spring and CVB can be listed as a Co-Host for the event.

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

Questions for All Funding Request Categories:

1. How many years have you held this Event 22

2. Expected Attendance: 100

3. How many people attending the Event will use Big Spring hotels? 75

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

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

Hotel Settles – Would not block more than 40 rooms at a time, will add more rooms as needed.

5. Will you negotiate a special rate or hotel/event package to attract overnight stays?
\$159 per night is the contracted rate

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

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

We will contact Chambers, EDC's, Cities, Counties, Colleges, and Universities along the 9-state Ports-to-Plains Alliance Corridor for sponsorships

8. Will the event charge admission? YES 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?

We plan to break even and hope for a \$10,000 net profit that will be used to continue to support the



advocacy efforts of the Ports-to-Plains Alliance.



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

Local: Out of Area:

Newspaper:	
Radio:	
Tv:	
Other Paid Advertising:	Memberclicks Event Software

Number of Press Releases to Media 3

Number Direct Mailings to out-of-town recipients 0

Other Promotions 10-15 Electronic mailings

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

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.

Conference App for IOS
Promotion of event throughout the 9-state Ports-to-Plains Corridor and Mexico

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. djh Initial

Duffy Hinkle
 Signature

05/16/22
 Date

Duffy Hinkle
 Printed Name

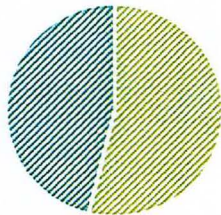
2022 Annual Conference / Sept. 14-16 / Big Spring, Texas

Profit - Loss Summary

	2022 Budget	Actual
TOTAL INCOME	\$70,000.00	\$0.00
TOTAL EXPENSES	\$60,000.00	\$0.00
TOTAL PROFIT	\$10,000.00	\$0.00

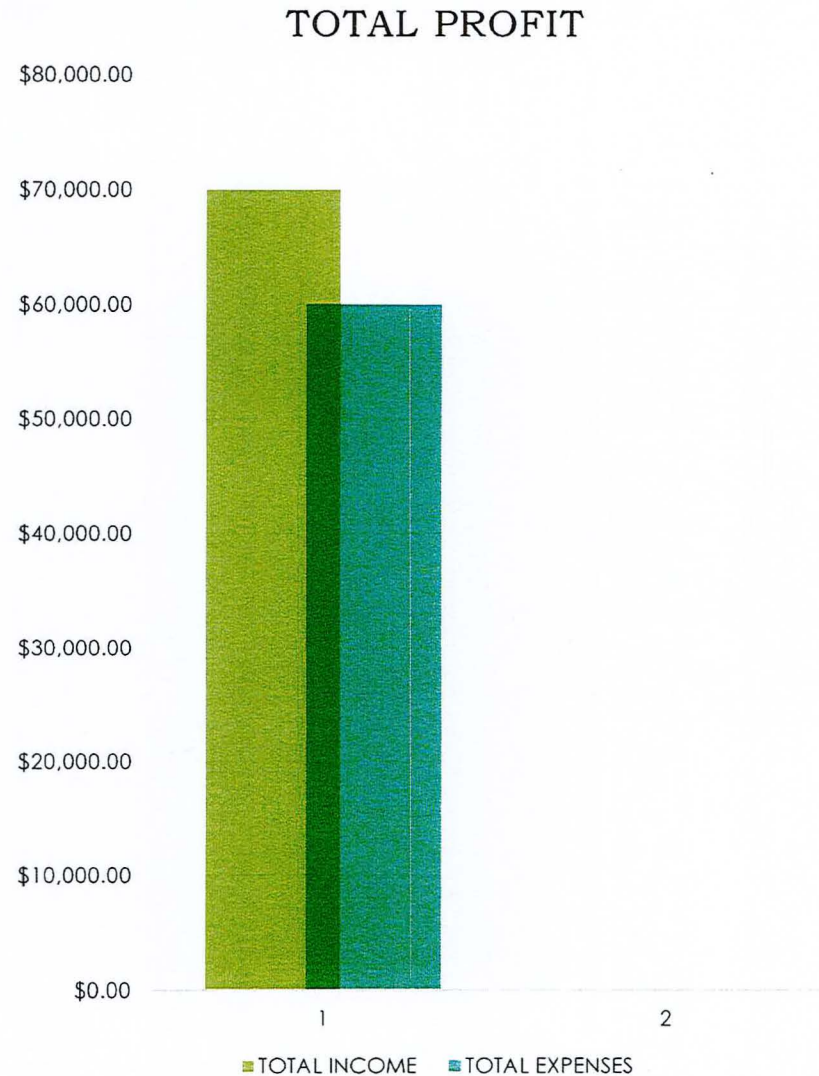
2022 BUDGET

■ TOTAL INCOME ■ TOTAL EXPENSES



ACTUAL

■ TOTAL INCOME ■ TOTAL EXPENSES



2022 Annual Conference / Sept. 14-16 / Big Spring, Texas

Income

TOTAL INCOME

Budget	Actual
\$70,000.00	\$0.00

Paid Registrations

Budget	Actual		Estimated	Actual
50	0	Registrants @	\$150.00	\$7,500.00
Total				\$7,500.00

Sponsorships

Budget	Actual		Estimated	Actual
1	0	Co-Host	\$5,000.00	\$5,000.00
2	0	Reception Sponsor @	\$5,000.00	\$10,000.00
2	0	Lunch Sponsors @	\$2,500.00	\$5,000.00
6	0	Break Sponsors @	\$500.00	\$3,000.00
3	0	Gold @	\$5,000.00	\$15,000.00
2	0	Silver @	\$2,500.00	\$5,000.00
12	0	Bronze @	\$1,000.00	\$12,000.00
15	0	Alliance Supporting Sponsors @	\$500.00	\$7,500.00

2022 Annual Conference / Sept. 14-16 / Big Spring, Texas

Expenses (Budget based on 150 Attendees)

TOTAL EXPENSES

Budget	Actual
\$60,000.00	\$0.00

Site	Budget	Actual
Function Space	\$5,000.00	\$0.00
Audio/Visual	\$3,000.00	\$0.00
Total	\$8,000.00	\$0.00

Decorations	Budget	Actual
Conference Décor	\$1,500.00	\$0.00
Total	\$1,500.00	\$0.00

Promotional	Budget	Actual
Programs	\$4,000.00	\$0.00
Posters	\$500.00	\$0.00
Total	\$4,500.00	\$0.00

Miscellaneous	Budget	Actual
Promotional Items	\$2,500.00	\$0.00
Speaker Gifts	\$1,000.00	\$0.00
Total	\$3,500.00	\$0.00

Food & Beverages	Budget	Actual
Opening Reception 9/14	\$7,500.00	\$0.00
Breakfast 9/15	\$5,000.00	\$0.00
Lunch 9/15	\$7,500.00	\$0.00
Break 9/15	\$5,000.00	\$0.00
Dinner 9/15	\$7,500.00	\$0.00
Breakfast 9/16	\$5,000.00	\$0.00
Service Charge, Tips, and Tax	\$1,000.00	\$0.00
Total	\$38,500.00	\$0.00

Program	Budget	Actual
Speaker Travel	\$3,000.00	\$0.00
Total	\$3,000.00	\$0.00

Misc.	Budget	Actual
Credit Card Registration Fees	\$1,000.00	\$0.00
Total	\$1,000.00	\$0.00



2022 PORTS-TO-PLAINS ANNUAL CONFERENCE

The Future Is Now

TENTATIVE AGENDA

Big Spring, Texas

September 14-16, 2022

Wednesday, September 14, 2022

5:30 pm to 7:00 pm	<p>Opening Reception at Welcome to Big Spring and Howard County Mayor Katheryn Wiseman, Howard County Judge (i)</p>
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Thursday, September 15, 2022

7:00 am	<p>Breakfast Registration Hotel Settles</p>
8:00 am – 8:30 am	<p>Welcome to Big Spring and Ports-to-Plains Conference Mark Willis, Executive Director, Big Spring Economic Development Corporation (i) Debbye ValVerde, Executive Director, Big Spring Chamber of Commerce (c) John Osborne, Chairman, Ports-to-Plains Alliance (c)</p>
8:30 am – 9:00 am	<p>Local Benefits NOW Brint Ryan, Chairman and CEO, Ryan, LLC</p>
9:00 – 9:30 am	<p>Mexico Progress Happening Now Jorge Ramon, Economic Development Director, City of Del Rio Economic Development (i)</p>
9:30 am – 10:00 am	<p>Beginning NOW: The Benefits of the Interstate Highway Lorena Echeverria de Misi, P.E., Manager, Corridor Planning Branch, Transportation Planning & Programming Division (c)</p>
10:00 am – 10:30 am	<p>Break</p>
10:30 am – 11:15 am	<p>Texas Border Value is NOW Caroline Mays, Director of Planning and Modal, Texas Department of Transportation (i)</p>

11:15 am - Noon	New Mexico Opportunities NOW Vincent Soule, Deputy Director, Eastern Plains Council of Governments (c)
Noon	Lunch and Keynote Address Kent Hance, Hance Scarborough (i)
1:30 pm – 2:15 pm	Alliance Partnership Progress Cal Klewin, Executive Director, Theodore Roosevelt Expressway (c) Deb Cottier, Chair, Heartland Expressway Association (c) John Osborne, Chair, Ports-to-Plains Alliance (c)
2:15 pm – 2:45 pm	Federal Lobbying to Create NOW David Pore, Partner, Hance Scarborough (c)
2:45pm – 3:15 pm	BREAK
3:15 pm – 4:00 pm	Looking North NOW TBD
5:30 pm – 7:30 pm	Social and Dinner

Friday, September 16, 2022

7:30 am	Breakfast Registration Hotel Settles
8:30 am – 9:15 am	Let's Make This Happen NOW Jodey Arrington, U.S. Representative, 19 th Congressional District Charles Perry, Texas State Senator, District 28 TBD TBD
9:15 am – 10:00 am	Energy Now Tracee Bentley, President and CEO, Permian Strategic Partnership (c) Brad Bekkadahl, North Dakota State Senator, Williston City Commissioner and Ports-to-Plains Board Member (t)
10:00 am – 10:30 am	Break
10:30 am – 11:00 am	Improving Agriculture NOW Kody Bessent, CEO, Plains Cotton Growers (c)
11:00 am - Noon	Creating NOW Out of the Future TBD

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	5/10/2022	\$20,000.00	\$7,000.00	\$4,125.00	\$2,875.00	
2022 Points-to-Plains Alliane Conference	5/17/2022	09/14-16/2022		\$5,000.00				

\$53,500.00 \$29,500.00 \$19,925.00 \$9,575.00

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

\$120,000.00

Total Funded YTD \$29,500.00
Available Balance \$90,500.00

Requested This Month \$5,000.00
Pending Balance \$85,500.00

Staff Recommendation \$5,000.00
Pending Balance using Staff Recommendation \$85,500.00

Event Funding May 24, 2022

Event	Hotel Rooms	\$159	50% of Hotel Revenue	Advertising	Total	Requesting	Staff Recommendation
2022 Ports-to-Plain Alliance Conference	75	\$11,925.00	\$5,962.50		\$5,962.50	\$5,000.00	\$5,000.00
			Event Funding:	Advertising:			\$5,000.00
2022 Ports-to-Plain Alliance Conference			\$5,000.00				
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					

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, VESTING NEGOTIATING AUTHORITY ON BEHALF OF THE CITY FOR SPECIFIC CONTRACTS AND FUTURE CONTRACTS IN THE CITY MANAGER OR HIS DESIGNEE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City council finds it necessary to adopt the following resolution;

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

SECTION 1. Negotiating authority for certain City contracts shall be vested in the City Manager and his or her designee(s), if any, not to include an elected official, with authority to execute such contracts remaining only with City Council. Any official City Council action including by motion or minute order shall override this rule.

SECTION 2: Negotiating authority for future City contracts relating to real property interests (including surface and/or mineral interests) and economic development agreements shall be vested according to Section 1 with the exception of short-term leases under Resolution 22-2011,

SECTION 3. Negotiating authority for Right of Way License Agreement for a Saltwater Line with Gravity Oilfield Services, LLC at or Near Perimeter Road, NE/2 and Part of S2 of Section 16, Block 33, Township One South, T & P Ry. Co. Survey, Howard County, Texas; and Negotiation and Execution of a Right of Way License Agreement for a Water Line with Gravity Oilfield Services, LLC Under the Railway at or Near Mile Post 515.5 on the Toyah Subdivision, Industry Track 810 is vested according to Section 1.

SECTION 4. Authority previously vested with the Mayor to negotiate with ICE to operate three facilities as detention centers is vested according to Section 1.

SECTION 5. Negotiation of an economic incentive agreement with Compute North is vested according to Section 1.

SECTION 6. Should any section, paragraph, sentence, clause, phrase, or word of this resolution be declared unconstitutional or invalid for any purpose, the remainder of this resolution shall not be affected thereby.

SECTION 7. All resolutions or parts of resolutions, minute orders, or motions in conflict herewith are hereby repealed to the extent of a conflict with this Resolution.

SECTION 8. This Resolution shall take effect immediately after passage in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so resolved.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 24th 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 14th day of June, 2022 with all members of the Council voting “aye” for the passage of same.

Robert H. Moore, III, Mayor

ATTEST:

Tami L. Davis, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, ABOLISHING THAT PART OF THE BIG SPRING PERSONNEL POLICIES IN CHAPTER IX, "CONDUCT," SECTION 7 "RELATIONS WITH MAYOR AND COUNCIL," BEING SECTION D, "ENTITLED MEETINGS WITH COUNCIL AND STAFF"; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council intends to abolish the section in the Big Spring Personnel Policies relating to attendance of the Mayor and other Members of City Council at staff meetings held by the City Manager and certain other meetings held by staff so as to return such matters to the discretion of the City Manager;

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

SECTION 1. Chapter IX of the City of Big Spring Personnel Policies entitled "Conduct," Section 7 entitled "Relations with Mayor and Council" is partially amended as follows:

PERSONNEL POLICIES

CHAPTER IX

Conduct

...

D. Meetings with Council and Staff

~~For any regular staff meeting conducted by the City Manager or his or her designee, no Council Member may attend. The City Manager may cause minutes for such a meeting to be kept. For ad hoc unofficial meetings with one or more Council Members and three or more City employees, minutes must be kept. Meetings that solely concern emergency management are exempted.~~

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

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

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

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 **24th** 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 **14th** day of **June, 2022** with all members of the Council voting “aye” for the passage of same.

Robert H. Moore, III, Mayor

ATTEST:

Tami L. Davis, City Secretary



INTEROFFICE MEMORANDUM

Date: May 20, 2022
To: Mayor Robert Moore, Big Spring City Council Members, and Todd Darden, City Manager
From: John Medina, Assistant City Manager
Re: Tax Abatement Guidelines and Criteria

The City of Big Spring is not currently pursuing a tax abatement while reserving the right to negotiate abatements that are more or less restrictive than these guidelines and criteria, if deemed necessary. The purpose of a uniform tax abatement guideline is to set a minimum standard for all local taxing entities.

The tax abatement committee is strictly advisory. Committee members are required to report to their own governing body if a prospect submits a request for a tax abatement from their organization.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, REAUTHORIZING THE TAX ABATEMENT GUIDELINES AND CRITERIA; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 312.002 of the Tex. Tax Code authorizes the governing body of municipality to enter into tax abatement agreements under established tax abatement guidelines and criteria; and

WHEREAS, the governing body is required under Ch. 312 to reauthorize these guidelines and criteria every two years following a public hearing; and

WHEREAS, the City Council held a public hearing regarding the above-described guidelines and criteria at a regular meeting on May 24, 2022; and

WHEREAS, the City Council wishes to renew the City's eligibility to participate in tax abatement and; therefore, reauthorizes these Tax Abatement Guidelines and Criteria;

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

SECTION 1. The City Council hereby amends the Tax Abatement Guidelines, attached as Exhibit A, and incorporated herein as if copied verbatim.

SECTION 2. The Tax Abatement Committee shall ensure that these guidelines and criteria are implemented.

SECTION 3. Any prior resolution that is inconsistent with this Resolution is hereby repealed and declared to be of no further force or effect.

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 **24th** 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 **14th** day of **June, 2022** with all members of the Council voting "aye" for the passage of same.

ATTEST:

Robert H. Moore, III, Mayor

Tami L. Davis, City Secretary

**CITY OF BIG SPRING, TEXAS
TAX ABATEMENT GUIDELINES AND CRITERIA**

The purpose of this document (these “Guidelines and Criteria”) is to establish guidelines, criteria, and a uniform policy of tax abatement for owners or lessees of eligible facilities willing to execute tax abatement contracts designed to provide long-term significant positive economic impact to the community by utilizing the area contractors and work force to the maximum extent feasible, and by developing, redeveloping, and improving property. In the event of a conflict or inconsistency between the provisions of these Guidelines and Criteria and those of Chapter 312 of the Texas Tax Code, the terms of the Texas Tax Code shall control.

Notwithstanding the criteria set forth herein, the Big Spring City Council reserves the right to negotiate the terms of any Abatement Agreement in order to compete favorably with other communities and may include provisions that are more or less restrictive than these Guidelines and Criteria if deemed necessary.

Only that increase in the fair market value of the property that directly results from the development, redevelopment, or improvement specified in the contract will be eligible for abatement, and then only to the extent that such increase exceeds any reduction in the fair market value of the other property of the applicant located within the jurisdiction creating the Reinvestment Zone.

This policy is effective as of _____, 20__ and shall at all times be kept current with regard to the needs of the City and reflective of the official views of the Big Spring City Council.

TAX ABATEMENT COMMITTEE-SECTION 1

A. A Tax Abatement Advisory Committee exists which is composed of at least, but not limited to, one representative of the City of Big Spring City Council, one representative of the Howard County Commissioner’s Court, one representative of Howard College Board of Trustees, and three members appointed by the Big Spring Economic Development Corporation which shall include a Certified Public Accountant, a Developer, and a representative of the financial community. The Chief Appraiser of the Howard County Tax Appraisal District and the Executive Director of Big Spring Economic Development Corporation serve as ex-officio members of the Committee. Members are appointed for terms of one year to run from July 1 to June 30. The Committee will make recommendations regarding contract terms and adoption or rejection of all tax abatement applications that are submitted to the City. No action or recommendation of the Tax Abatement Advisory Committee shall limit the discretion of the Council to consider, adopt, modify or decline any request for the creation of a Reinvestment Zone or tax abatement request.

B. It is within the purview of the Council to grant tax abatement on the same or similar terms and conditions as the other taxing units having jurisdiction over a property. However, nothing herein shall limit the discretion of the City Council to consider, adopt, modify or decline any tax abatement request.

- C. The adoption of these guidelines and criteria by the Council does not:
- (1) limit the discretion of the Council to decide whether to enter into a specific tax abatement agreement;
 - (2) limit the discretion of the Council to delegate to City employees the authority to determine whether the Council should consider a particular application or request for tax abatement; or
 - (3) create any property, contract, or other legal right in any person to have the Council consider or grant a specific application or request for tax abatement.

DEFINITIONS-SECTION 2

“Abatement” means tax abatement, or the full or partial exemption from ad valorem taxes of certain property in a Reinvestment Zone designated in the City of Big Spring, Texas.

“Abatement Agreement” means a contractual agreement between a property owner and/or lessee and the City of Big Spring for tax abatement.

“Base year value” means the assessed value of any eligible Real Property or Tangible Personal Property as of January 1 of the year in which an Abatement Agreement for that Real Property or Tangible Personal Property is executed.

“Council or City Council” means the City Council of Big Spring, Texas.

“City” means Big Spring, Texas.

“Deferred Maintenance” means improvements necessary for continued operation which do not improve productivity or alter the process technology.

“Eligible Property” means new, expanded, or modernized buildings, facilities, structures, fixed machinery and equipment, site improvements, and other forms of Tangible Personal Property, that are reasonably likely as a result of granting Abatement to contribute to the retention or expansion of primary employment or to attract investment that would be a benefit to, and contribute to the economic development of, the City of Big Spring. The term, “Eligible Property” shall not include property described by Section 312.211(a) of the Texas Tax Code.

“Expansion” means the addition of buildings, structures, machinery, equipment, Tangible Personal Property, or payroll for purposes of increasing production capacity.

“Modernization” means a complete or partial demolition of existing facilities and the complete or partial reconstruction or installation of new facilities of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, or equipment, or both.

“**Productive Life**” means the number of years a property improvement is expected to be in service.

“**Real Property**” means any piece of land or condominium interest.

“**Reinvestment Zone**” is Real Property designated as a Reinvestment Zone under Chapter 312 of the Texas Tax Code or other Texas law.

“**Tangible Personal Property**” is any personal property, including, without limitation, any piece of machinery or equipment or any appliance that is used in any improvements or placed on any Real Property.

ABATEMENT AUTHORIZED - SECTION 3

A. **Eligibility.** Upon application, Eligible Property may be considered for Abatement as hereinafter provided.

B. **Creation of New Values.** Abatement may only be granted for the additional value of eligible property improvements made subsequent to and specified in an Abatement Agreement between the City of Big Spring and the property owner or lessee, subject to such limitations as the Council may require.

C. **Eligible Property.** Subject to the limitations hereof, Abatement may be extended to the value of Eligible Property.

D. **Ineligible Property.** The following types of property shall be fully taxable and ineligible for Abatement: Deferred Maintenance; property to be rented or leased (except as provided in this Section 3; and property which has a productive life of less than two times the term of the Abatement Agreement.

E. **Owned/Leased Facilities.** If taxes are abated on leased Eligible Property, the Abatement Agreement shall be executed by both the lessor and lessee of such property. This does not apply to the lease of individual units of a multi-family residence or a shopping center.

F. **Economic Qualification.** In order to be Eligible Property and considered for Abatement, Tangible Personal Property or Real Property:

- (1) Must be reasonably expected to have an increase in positive net economic benefit to the City over the life of the Abatement. This includes but is not limited to new payroll and/or capital improvements. The creation of new jobs will also factor into the decision to grant an Abatement; and
- (2) Must not be expected to solely or primarily have the effect of transferring employment from one part of Howard County to another without a super-majority vote of approval from the Council.

G. Standards for Tax Abatement. The following factors, among others, shall be considered in determining whether to grant Abatement:

- (1) Value of existing improvements, if any;
- (2) Type and value of proposed improvements;
- (3) Productive Life of proposed improvements;
- (4) Number and term of existing jobs to be retained by proposed improvements;
- (5) Number, term and type of new jobs to be created by proposed improvements;
- (6) Amount of local payroll to be created;
- (7) Whether the new jobs to be created will be filled by persons residing or projected to reside within affected taxing jurisdictions;
- (8) Amount of local sales taxes and/or hotel-motel taxes to be generated directly;
- (9) Amount that the property tax base valuation will be increased during the term of Abatement and after Abatement;
- (10) The costs to be incurred by the City to provide facilities or services directly resulting from new improvements;
- (11) The amount of ad valorem taxes to be paid to the City during the Abatement period considering (a) existing values, (b) the percentage of new value abated, (c) the Abatement period, and (d) property value after expiration of the Abatement period;
- (12) The population growth of the City that occurs directly as a result of new improvements;
- (13) The types and values of public improvements, if any, to be made by an applicant seeking Abatement;
- (14) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
- (15) The impact on existing business;
- (16) The attraction of other new businesses to the area;
- (17) The overall compatibility with any zoning ordinances or comprehensive plan for the area;

- (18) Whether the project has obtained any necessary permits from applicable environmental agencies;
- (19) Whether the requesting entity is receiving federal or state tax credits or subsidies.
- (20) Whether the abatement would establish a competitive disadvantage to existing businesses in the taxing area.

All applications for Abatement shall be reviewed on their merits utilizing the factors provided above, among others. After such review, Abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

H. Denial of Abatement. Neither a Reinvestment Zone nor Abatement Agreement shall be authorized if it is determined that:

- (1) There would be substantial adverse effect on the provision of government services or tax base;
- (2) The applicant has insufficient financial capacity;
- (3) The planned or potential use of the property would constitute a hazard to public safety, health, or morals;
- (4) The planned or potential use of the property would be likely to cause a violation of any local, state or federal code or law; or
- (5) The Reinvestment Zone or Abatement Agreement is deemed inappropriate for any other reason by the Council.

I. Taxability. Notwithstanding the terms of any Abatement Agreement, taxes shall be payable as follows:

- (1) The value of any Real Property or Tangible Personal Property not subject to Abatement shall be fully taxable;
- (2) Ineligible property as provided in Section 3 hereof shall be fully taxable;
- (3) The base year value of property comprising the Eligible Property but existing before any Abatement Agreement is executed shall be fully taxable; and
- (4) The additional value of new Eligible Property shall be fully taxable at the beginning of the first tax year after the Abatement ends.

The Big Spring City Council, as a part of the approval of Abatement or during the duration of Abatement, may at its discretion require the entity or entities requesting or receiving Abatement to provide a performance bond naming the City as the recipient. Should the entity or entities

requesting or receiving Abatements default on its contractual obligation to perform as agreed in the Abatement Agreement, City personnel will use the performance bond to offset any or all property taxes that would have been collected had the Abatement not been in place.

REINVESTMENT ZONE - SECTION 4

No Real Property or Tangible Personal Property is eligible for Abatement unless such Real Property or Tangible Personal Property is located in a Reinvestment Zone designated in accordance with Chapter 312 of the Texas Tax Code or other relevant Texas law.

APPLICATION - SECTION 5

A. **Applicant.** Any present or potential owner or lessee of taxable property in the City limits may request the creation of a Reinvestment Zone and/or tax abatement by filing with the City Manager a written application in a form substantially similar to that attached hereto as Exhibit A.

B. **Application.** At a minimum, the application shall consist of: a general description of the new improvements to be undertaken; a descriptive list of the improvements for which tax abatement is requested; a list of the kind, number and location of all proposed improvements of the property; a map and property description; and a time schedule for undertaking and completing the proposed improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The Council may require such financial and other information as deemed appropriate for evaluating the financial capacity and other factors pertaining to the applicant to be included with the application. The completed application must be accompanied by the payment of a non-refundable application fee of ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00), although that fee may be waived by the Council. All checks in payment of the administrative fee should be made payable to the City of Big Spring.

C. **Notice.** City personnel shall provide written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to a proposed Abatement Agreement is located, along with notice published in a newspaper of general circulation within such taxing jurisdiction, not later than the thirtieth day before a public hearing relating to a proposed Abatement Agreement. Before acting upon the application, the Council shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the Abatement should or should not be granted.

D. **Joint Application.** If any other taxing entity within the City limits designates a Reinvestment Zone within its boundaries and enters into or proposes to enter into an Abatement Agreement with a present or potential owner of a taxable property, such present or potential owner of taxable property may request Abatement from the City by following the same application process described herein.

AGREEMENT - SECTION 6

A. After application approval, the Council shall formally pass a resolution and execute an Abatement Agreement with the owner of the Eligible Property and lessee as required which shall:

- (1) include a list of the kind, number, and location of all proposed improvements to the property;
- (2) provide access to and authorize inspection of the property by the taxing unit to ensure compliance with the Abatement Agreement;
- (3) limit the use of the property as allowed under Chapter 312 of the Texas Tax Code;
- (4) provide for recapturing property tax revenues that are lost if the owner fails to make the improvements as provided by the Abatement Agreement;
- (5) include each term that was agreed upon with the property owner and require the owner to annually certify compliance with the terms of the Abatement Agreement to each taxing unit; and
- (6) allow the taxing unit to cancel or modify the Abatement Agreement at any time if the property owner fails to comply with the terms of that agreement.

RECAPTURE - SECTION 7

Any Abatement Agreement made pursuant to these Guidelines and Criteria shall provide for the recapture of all taxes previously abated in the event the applicant breaches the terms that agreement.

ADMINISTRATION - SECTION 8

A. The Chief Appraiser of the Howard County Appraisal District will annually determine an assessment of the real and personal property comprising the Eligible Property located in a Reinvestment Zone. Each year, the company or individual receiving Abatement shall furnish the Appraiser with such information as may be necessary for the Abatement. Once value has been established, the Chief Appraiser will notify the City Manager of the amount of the assessment.

B. The City may execute a contract with any other jurisdiction(s) to inspect the Eligible Property to determine if the terms and conditions of the Abatement Agreement are being met. The Abatement Agreement shall stipulate that employees and/or designated representatives of the City will have access to the Eligible Property during the term of the Abatement to determine whether the terms and conditions of the Abatement Agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of an affected facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.

C. A designated representative of the City shall annually evaluate property subject to Abatement to ensure compliance with the Abatement Agreement.

D. The City of Big Spring shall notify the Chief Appraiser of Howard County of the establishment of any Reinvestment Zone or approval of any Abatement Agreement.

E. The Chief Appraiser of Howard County shall deliver to the State Comptroller before July 1 of the year following the year in which a Reinvestment Zone is created or an Abatement Agreement is executed a general description of the zone, the relevant Guidelines and Criteria, and a copy of each Abatement Agreement to which the City is a party.

F. For each of the first three tax years following the expiration of an Abatement Agreement, the chief appraiser shall deliver to the comptroller a report containing the appraised value of the property that was the subject of that agreement.

ASSIGNMENT - SECTION 9

Abatement may be transferred and assigned by the holder to a new owner or lessee of the same Eligible Property only upon the approval by resolution of the City Council subject to the financial capacity of the proposed assignee and provided that all conditions and obligations in the Abatement Agreement are guaranteed by the execution of a new agreement with the City. No assignment or transfer shall be approved if the parties to the existing Abatement Agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably delayed or withheld.

SUNSET PROVISION - SECTION 10

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters vote of the Big Spring City Council, at which time all Reinvestment Zones and Tax Abatement Agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria will be modified, renewed, or eliminated.

[Signature Page Follows]

Adopted _____, 20__

Big Spring City Council:

Nick Ornelas
District 1

Diana Yanez.
District 2

Cody Hughes
District 3

Gloria McDonald
District 4

Troy Tompkins
District 5

Maury Smith
District 6

Shannon Thomason, Mayor

Exhibit A

Application
for
Tax Abatement

Application for Tax Abatement

City of Big Spring, Texas

**Property Redevelopment & Tax Abatement Act
(Tex. Tax Code Chapter 312)**

I. APPLICABLE INFORMATION

Application Date: _____

Is \$1000 application fee included? Yes _____ No _____

Applicant Company: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Applicant's Representative for contact regarding abatement request:

Name: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

II. PROPERTY AND PROJECT DESCRIPTION

This application is for a: New facility _____ Expansion _____ Modernization _____

Number of jobs expected to be filled by local residents:

Number of jobs that will be transferred from other locations in Howard County:

IV. FISCAL IMPACT OF PROJECT

A. PROPERTY IMPROVEMENTS

Estimated Value of Eligible Property for ad valorem tax purposes: \$_____

B. NET ECONOMIC BENEFIT

Estimated net economic benefit to the City of Big Spring: \$_____

C. INFRASTRUCTURE IMPROVEMENTS

Will any infrastructure improvements be requested of the City of Big Spring for this project?

Yes ____ No ____

V. CERTIFICATION

I certify the information contained in this application (including all exhibits and addendum) to be true and correct to the best of my knowledge. I further certify that I have read the "Tax Abatement Guidelines and Criteria" for the City of Big Spring and agree to comply with the guidelines and criteria stated therein.

Signature

Title

Printed Name

Date

Exhibit A

Legal Description of Property to be considered for
Reinvestment Zone/Tax Abatement

Exhibit B

Proposed Improvements to be considered for
Tax Abatement



STAFF REPORT

*****ACTION MUST BE TAKEN TO SUSPEND THE EFFECTIVE DATE ON OR BEFORE JUNE 17, 2022*****

PURPOSE

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about May 13, 2022 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. If approved, a residential customer using 1,300 kWh per month would see a bill increase of about \$6.02 per month.

The resolution suspends the June 17, 2022 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

DISCUSSION

The City of Big Spring is a member of a 169-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since March 2017.

Explanation of "Be It Resolved" Paragraphs:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on Oncor's request to raise rates by June 17, 2022.

Section 2. This provision authorizes the Steering Committee, consistent with the City's resolution approving membership in the Steering Committee, to act on behalf of the City at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the City cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both Oncor and Steering Committee counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, SUSPENDING THE JUNE 17, 2022 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on or about May 13, 2022, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Big Spring a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective June 17, 2022; and

WHEREAS, the City of Big Spring is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 169 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

SECTION 1. The June 17, 2022 effective date of the rate request submitted by Oncor on or about May 13, 2022, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court

litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

SECTION 3. The City's reasonable rate case expenses shall be reimbursed by Oncor.

SECTION 4. It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. A copy of this Resolution shall be sent to Oncor, Care of Howard V. Fisher, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

SECTION 6. 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 **24th** 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 **14th** day of **June, 2022** with all members of the Council voting "aye" for the passage of same.

Robert H. Moore, III, Mayor

ATTEST:

Tami L. Davis, City Secretary



J. Michael Sherburne
Vice President
Regulatory

May 13, 2022

City of Big Spring
310 Nolan Street
Big Spring, TX 79720

To the Honorable Mayor for the City of Big Spring:

Attached for filing please find a Petition and Statement of Intent of Oncor Electric Delivery Company LLC ("Oncor") for Authority to Change Rates in accordance with PURA §§ 36.102 and 36.157. This rate request is identical to those being filed today with other regulatory authorities and affects all customers served by Oncor.

Enclosed is a single volume that contains the Petition and Statement of Intent filed with the Public Utility Commission of Texas ("Commission") (including a Summary of Electric Delivery Revenues by Rate Class), proposed tariffs, and summaries of direct testimony.

As a regulatory authority with jurisdiction over Oncor's rates, operations and services within your city limits, Oncor is requesting that the City take action with regard to this rate change request as expeditiously as possible. If the City does not act to either suspend the effective date for 90 days or take a final action prior to the effective date of June 17, 2022, the rates would be considered approved by operation of law. It is Oncor's intent to have system-wide rates in effect and towards that end intends to appeal to the Commission any action taken by the City, and request consolidation into one proceeding at the Commission. Once the appeal is granted, the City would have standing as a party to participate fully in the proceeding at the Commission.

Should you have any questions concerning this filing, or would like to request a copy of the full 12 volume rate filing package, please contact your Oncor local area manager.

Very truly yours,

Receipt Acknowledged by:



Title: ACM

Date: 5-13-22

City of Big Spring

Petition and Statement of Intent of Oncor Electric Delivery Company LLC for Authority to Change Rates

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING CHAPTER 2 OF THE BIG SPRING CITY CODE ENTITLED "ADMINISTRATION," ARTICLE II "CITY COUNCIL," SECTION 2-22 "ESTABLISHING THE AGENDA" IN ORDER TO CHARGE THE CITY MANAGER WITH THE RESPONSIBILITY OF ESTABLISHING THE CITY COUNCIL AGENDAS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Mayor is a Member of City Council; and

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

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

SECTION 1. Chapter 2 of the Big Spring City Code entitled "Administration," Article II entitled "City Council," Section 2-22 entitled "Establishing the agenda" is hereby amended to read in its entirety as follows:

Sec. 2-22. Establishing the agenda.

~~The mayor, a~~Any member of the city council or the city manager may cause ordinances, resolutions, and other items to be placed on the agenda for consideration. ~~Material relevant to the items placed on the agenda shall be published and made available to mayor and council no less than 72 hours in advance of the meeting. Requests to place items on the agenda by all other city staff shall be submitted to the city manager.~~

- (a) *Establishment and preparation of agendas.* ~~The mayor~~ city manager shall direct the establishment and preparation of agendas for regular, special, emergency, and workshop city council meetings, including editing any item or item description. The city secretary or the city manager's designee shall be responsible for preparing and posting the agendas, ~~except that, in the absence of the city secretary, the mayor may delegate another person to prepare and post the agenda. The mayor shall promptly inform the city manager and city council members of important changes before an agenda is posted.~~ The city attorney shall make a cursory review of the agenda and its supporting documentation prior to its posting. ~~No meeting agenda shall be posted without the express authorization of the mayor.~~
- (b) *Submission of agenda items.* All agenda item submissions shall be in writing; shall include a copy of any proposed item for consideration by the council; ~~and shall be delivered or transmitted directly to the mayor by the submitting council member or the city manager in accordance with this section. Copies of all agenda item submissions~~

~~shall also be delivered or transmitted to the city manager and the city secretary at the same time as those to the mayor.~~

- (c) *Submission Deadlines.* Items submitted for inclusion in a meeting agenda shall be delivered or transmitted to the ~~mayor~~ city manager no later than as follows:
- (1) Ordinances and resolutions shall be in writing and be delivered or transmitted ~~directly to the mayor~~ city manager by 12:00 p.m. the Thursday preceding the regular council meeting. Copies of the proposed ordinance or resolution, in the form required for adoption, shall be available at the office of the city secretary and shall be furnished to citizens, upon request to the city secretary, before first reading and, if amended, shall be available and furnished in the amended form for as long as the proposed ordinance is before council.
 - (2) Any agenda item, other than an ordinance or resolution, shall be in writing and be delivered or transmitted to the ~~mayor~~ city manager by ~~12:00 p.m.~~ 5:00 p.m. on the Tuesday previous to the regular Tuesday meeting or at least ~~96~~ 72 hours in advance of any other scheduled meeting, except for emergency items and emergency meetings.
 - (3) Emergency items may be added to the agenda up to two hours previous to a meeting. Cases of emergency and urgent public necessity are limited to imminent threats to public health and safety or reasonably unforeseeable situations requiring immediate action by the city council. ~~The inclusion of emergency items submitted to be considered at a meeting where an agenda was previously posted is at the discretion of the presiding officer.~~
- (d) *Sponsorship of agenda items.* Any item placed on any meeting agenda ~~at the request of the mayor, a council member, or the city manager~~ shall be attributed on the agenda to the person(s) requesting the item or the author(s) of the item. ~~Agenda items placed by the city manager may be attributed on the agenda to a city staff member at the sole discretion of the city manager and must be noted on the agenda item submission accordingly.~~
- (e) *Removal of item from the agenda.* In no event shall a requested item be removed from an agenda, except if each person or persons who requested it requests removal before the agenda was initially posted. No one may remove an item from an agenda except pursuant to this subsection.
- (f) *Second reading required.* Any ordinance or resolution that passes on a first reading shall be included for a second reading no later than ~~on~~ the subsequent regular agenda.
- ~~(g) *Succession.* In the event that the mayor is incapacitated or otherwise unable to perform the duties required by this section, the mayor pro tempore shall perform the required duties. In the event that both the mayor and the mayor pro tempore are unable to~~

~~perform the duties required by this section, the most senior member of the city council, as determined by total length of council tenure, shall perform the required duties.~~
(h) ~~Effect. Failure to comply with this section shall void any action subsequently taken.~~

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 24th 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 14th day of June, 2022 with all members of the Council voting “aye” for the passage of same.

Robert H. Moore, III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS GRANTING A PARTIAL AD VALOREM TAX EXEMPTION FOR TAX YEAR 2022 FOR THE HOMESTEAD OF ANY MARRIED OR UNMARRIED ADULT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

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

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

SECTION 1. As authorized by Article 8 Section 1-b(e) of the Texas Constitution and §11.13(n) of the Texas Property Tax code the City Council hereby exempts from municipal ad valorem taxation twenty percent (20%) of the market value of the residence homestead of a married or unmarried adult, including one living alone, for the tax year 2022. However, as provided in said constitutional provision, the amount of the exemption authorized pursuant to this section may not be less than Five Thousand Dollars (\$5,000.00) unless the legislature by general law prescribes other monetary restrictions on the amount of this exemption. Also, as prescribed in said constitutional provisions, an eligible adult is entitled to receive other applicable exemptions provided by law. Further, as provided in said constitution provision, where ad valorem tax has previously been pledged for the payment of debt, the City of Big Spring may continue to levy and collect the tax against the value of the homesteads exempted under this section until the debt is discharged if the cessation of the levy would impair the obligation of the contract by which the debt was created.

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

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

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

SECTION 5. This ordinance shall take effect upon adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **24th** day of **May, 2022**, with all members present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 14th day of June, 2022, with all members present voting “aye” for passage of same.

Robert H. Moore, III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, ANNEXING APPROXIMATELY 5.08 ACRES OF LAND OUT OF THE N/2 OF SECTION 8, BLOCK 32, T-1-S, T & P RR. CO. SURVEY, HOWARD COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; ADOPTING A MUNICIPAL SERVICES AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Big Spring, Teas 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, all required public notices have been submitted and public hearings have been held in accordance with State law; and

WHEREAS, a petition for annexation has been duly signed and acknowledged by each and every person or corporation having an interest in the subject property;

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

SECTION 1: The City Council hereby annexes into the corporate limits of the City of Big Spring, Texas approximately 5.08 acres of land out of N/2 of Section 8, Block 32, T-1-S, T & P RR. Co. Survey, Howard County, Texas, said property more fully described and depicted in Exhibits "A" and "B" ("Property"), which are attached hereto and incorporated herein by reference. The city limits of the City of Big Spring are hereby extended to include said Property and the future inhabitants thereof shall hereafter be entitled to specific rights and privileges of other citizens of the City of Big Spring, Texas, and shall be bound by the acts, ordinances, resolutions, and regulations of said City.

SECTION 2. The Municipal Services Agreements regarding the provision of public services set forth in Exhibit "C," attached hereto and incorporated herein by reference, are hereby adopted for the area described in Exhibits "A" and "B" as required by Texas Local Government Code §43.0672.

SECTION 3. The City Secretary is hereby directed to file with the County Clerk of Howard County, Texas, a certified copy of this ordinance.

SECTION 4. The City Secretary is hereby directed to file with the Election Administrator of Howard County, Texas, a certified copy of this ordinance.

SECTION 5. Should any section, paragraph, sentence, clause, phrase, or word of this Ordinance be declared unconstitutional or invalid for any purpose, the remainder of this Ordinance shall not be affected thereby.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 7. This Ordinance shall take effect immediately after its publication in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular scheduled meeting of the City Council on the **24th** day of **May, 2022** will all members present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular scheduled meeting of the City Council on the **14th** day of **June, 2022** will all members present voting “aye” for the passage of same.

Robert H. Moore, III, Mayor

ATTEST:

Tami 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 a an acre tract of land (proposed tract 1) for a corner of this described tract of land;

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

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

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

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

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

22040130_ANNEX FN

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

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

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

Containing 5.08 acres of land



Robert D. Bradshaw
Registered Professional Land Surveyor
No. 5507



EXIHIBIT C

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

EXHIBIT C

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF BIG SPRING, TEXAS AND

BOBBY DALE BARBER AND CHERYLL ANN BARBER

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

RECITALS

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

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

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

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

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

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

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

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

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

3. MUNICIPAL SERVICES.

a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and developer or property Owners’ participation in accordance with applicable city ordinances, rules, regulations, and policies.

- i. Fire – The City’s Fire Department will provide emergency and fire protection services.
- ii. Police – The City’s Police Department will provide protection and law enforcement services.
- iii. Emergency Medical Services - The City’s Fire Department will provide emergency medical services.
- iv. Planning, Zoning, and Building – The City will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
- v. Publicly Owned Parks, Facilities, and Buildings
 1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, the aquatic center, etc.), and buildings throughout the City and as owned by the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.
 2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
- vi. Streets The City will accept and maintain streets that meet the city’s subdivision regulations and construction standards and are approved by the city engineer for acceptance. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.
- vii. Water
 1. Owners are responsible for connecting to the City water system according to City specifications, rules and guidelines. Owners are also responsible for building water mains in the Property according to City specifications, rules, and guidelines. Once connected to the City’s water mains, the City water system will be provided by the City at rates established by City ordinances for such service.
 2. New homes will be required to connect to the City’s water system at the Owners’ expense.
- viii. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
- ix. Code Compliance – The City’s Code Compliance Department will provide education, enforcements, and abatement relating to code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

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

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

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

CITY OF BIG SPRING

BOBBY DALE BARBER

Todd Darden, City Manager

Owner

Approved as to Form and Legality:

CHERYLL ANN BARBER

Andrew Hagen, City Attorney

Owner

ATTEST:

Tami L. Davis, City Secretary

STATE OF TEXAS §

COUNTY OF HOWARD §

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

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF _____ §

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

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

Notary Public, State of Texas

After Recording Return to:

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

EXHIBIT A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING CHAPTER 40 OF THE BIG SPRING CITY CODE, ENTITLED "PARKS, RECREATION, AND CULTURAL AFFAIRS," ARTICLE VII, "COMANCHE TRAIL GOLF COURSE," SECTION 40-234, "GOLF COURSE GREEN FEES," SUBSECTION (5), "MISCELLANEOUS," TO CONFIRM THE INTERPRETATION OF RETIREE OR RETIREES FOR THE PURPOSES OF ANNUAL GREEN FEES FOR RETIREES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, For clarification purposes, City Council finds it necessary to confirm the interpretation of which retirees may have reduced green fees;

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

SECTION 1. Big Spring City Code, Chapter 40 entitled "Parks, Recreation, and Cultural Affairs," Article VII entitled "Comanche Trail Golf Course," Section 40-234 entitled "Golf Course Green Fees," Subsection (5) entitled "Miscellaneous" is hereby amended as follows:

ARTICLE VII. - COMANCHE TRAIL GOLF COURSE

Sec. 40-234.- Golf course fees.

The following fees shall be paid for the use of the municipal golf course:

...

(5) Miscellaneous:

For the purposes of this subsection only: "retiree" or "retirees" shall be limited to those former employees who retired from the City of Big Spring with each of the following: a service retirement with the City of Big Spring, and twenty (20) years of service or more with the City of Big Spring.

- a. Annual green fees for city employees and retirees' ~~green fees~~ shall be \$185.00 annually. This fee will allow the employee or retiree and one designated family member living in the same household to play the course.
- b. Golf course employees are not subject to green fees.
- c. The city manager, or his designee, may grant reciprocal course courtesy agreements to visiting golf professionals and/or superintendents.

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **24th** 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 **14th** day of **June, 2022** with all members of the Council voting “aye” for the passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

MEET AND CONFER AGREEMENT
BETWEEN THE CITY OF BIG SPRING AND
THE BIG SPRING PROFESSIONAL FIREFIGHTERS' ASSOCIATION

JUNE 1, 2022 - MAY 31, 2024

DEFINITIONS

1. "Agreement" means the Meet and Confer Agreement entered between the Big Spring Professional Firefighters Association and the City of Big Spring.
2. "Association" means the Big Spring Professional Fire Fighters Association, (IAFF Local 2922), its elected leaders and its collective membership.
3. "City" means the City of Big Spring, its mayor, city council members, city manager, fire chief and those persons designated by the City of Big Spring to manage the city and its fire department.
4. The term "Commission" means the City of Big Spring Firefighters' Civil Service Commission.
5. The term "day" or "days" shall mean calendar days unless otherwise specified.
6. The term "Department" means the Big Spring Fire Department.
7. The term "Department head" means the Chief of the Big Spring Fire Department, his or her designee, or acting Chief of the Big Spring Fire Department.
8. The term "director" means the Director of the City of Big Spring Firefighters' Civil Service Commission.
9. The term "firefighter" means a firefighter employed by the Fire Department of the City of Big Spring.
10. The term "local rules" means the Local Rules and Regulations promulgated by the City of Big Spring Firefighters' Civil Service Commission.
11. "Parties" means the City of Big Spring and the City of Big Spring Firefighters Association and "Party" means the City of Big Spring or the Big Spring Professional Firefighters Association.
12. "Scheduled Vacation" means vacation scheduled by a Fire Fighter prior to the date taken and approved by the Fire Fighter's Supervisor.

ARTICLE 1

PARTIES AND PURPOSE OF MEET AND CONFER

The Parties to this Agreement are the CITY OF BIG SPRING, TEXAS, a home rule municipality organized under Texas law and the BIG SPRING PROFESSIONAL FIRE FIGHTERS' ASSOCIATION, LOCAL NO. 2922, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS.

It is the intent and purpose of the Meet and Confer negotiations and this Agreement, entered into by and between the CITY OF BIG SPRING and the BIG SPRING PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO. 2922, to achieve and maintain harmonious relations between the Parties related to the conditions of employment of all Fire Fighters employed by the Department in accordance with Subchapter C of Chapter 142 of the Texas Local Government Code and not deny local control by the City except as provided by this Agreement.

ARTICLE2

RECOGNITION

The CITY OF BIG SPRING recognizes the BIG SPRING PROFESSIONAL FIRE FIGHTERS' ASSOCIATION, LOCAL NO. 2922, as the sole and exclusive bargaining agent for the covered firefighters described in the petition for recognition, excluding the head of the fire department, in accordance with Subchapter C of Chapter 142 of the Texas Local Government Code. The Parties understand and agree that the provisions of this Agreement apply to all civil service employees of the Department but not to employees outside the Department.

ARTICLE 3

HIRING

Section 1. Select Application of Chapter 143 Procedures

In adopting this article, the parties agree to preempt Texas Local Government Code Chapter 143, Subchapter B Classification and Appointment procedures Sections 143.021, 143.023, 143.024, 143.025, 143.026, 143.027 and 143.032 except as stated in this article. In preempting Chapter 143, the parties recognize the need for more flexibility in the hiring process to meet the needs of the Department and believe it improves the selection process and provides candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the Department. Further, this article preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or the Commission.

Section 2. Classification

Classification under Texas Local Government Code Section 143.021 (a) and (b) shall apply, except that subsection (c) shall be preempted so that a vacancy in an existing or future position or classification may be filled only according to the Department's hiring process in accordance with the Agreement.

Section 3. Definition of Vacant Position

For purposes of this article, vacant position shall mean a vacant position in the firefighter, firefighter/paramedic, firefighter/EMT classification.

Section 4. Eligibility for Vacant Position

The eligibility requirements under TLGC Sections 143.023(a),(b), (d), and (f) shall apply to fill vacant positions in the Department.

Section 5. Procedure for Filling Vacant Positions

A. Certified Applicants.

The Parties hereby agree that entry level testing will not be required for certified firefighter/emt applicants.

Available entry level positions within the Department will be posted online, in newspapers and other places deemed necessary by the Director. Applicants will be considered based on the following hiring preference (1) firefighter/paramedic certificate holders; (2) firefighter/emt certificate holders; (3) firefighter only certificate holders; (4) emt only certificate holders; and (5) all others.

Applicants must first pass a polygraph examination, a background check and a physical, and will then be interviewed by the Oral Review Board and hired pursuant to the Board's ranking which shall include the above-referenced hiring preferences and additional military points if applicable.

B. Non-certified Applicants.

In the event there are insufficient numbers of certified applicants to fill the available entry level positions, the Department Head will order a civil service examination to create an eligibility list.

C. Oral Review Board.

The Oral Review Board shall consist of five members who shall be designated to service for no less than twelve months. Members will be as follows:

- Two firefighters below the rank of Lieutenant designated by the Department Head;
- One Lieutenant or Deputy Chief designated by the Department Head;
- The Chief or a Deputy Chief designated by the Department Head;
- The Civil Service Director or his designee.

Section 6. Military Credits

Ten additional points will be given to military applicants with a DD214 for full duty honorable discharge only.

Section 7. Staffing

Staffing and scheduling will remain at the discretion of the Chief as a management right retained by the Fire Chief and City Administration. The minimum staffing shall remain at 18, however the Fire Chief has the discretion to ensure that, if possible, each shift will have 20 firefighter/EMT's working. This number may change depending on personnel available, staffing shortages, budget shortfalls and other circumstances that may be out of the control of the Fire Chief or City administration. The parties agree that this subsection, does not provide the basis for a dispute, claim or complaint under Agreement Grievance Procedure in Article 11 concerning such allegations.

ARTICLE 4

CIVIL SERVICE COMMISSIONERS

Section 143.006 (c)(3) shall not apply. A person appointed to the commission must have resided in Howard County for a minimum of twelve (12) months at the time of appointment.

ARTICLE 5

DISCIPLINARY ACTION AND APPEALS

Section 1. Suspension of Three (3) Days or Less

The Parties agree that. Section 143.057 shall not apply to a suspension of three (3) days or less.

When a firefighter is suspended for 3 days or less, other than for conduct that could be defined as a criminal offense equal to a Class B misdemeanor or above, the firefighter may choose one of the following two methods for appealing or serving the suspension.

A. **Use of Vacation or Compensatory Time.** The firefighter may forfeit vacation or compensatory time equal to the length of the suspension, while at the same time working his/her assigned shift(s), in order to serve the suspension with no loss of paid salary and no break in service for the purposes of seniority, retirement or promotion. The forfeited vacation or compensatory time will not constitute hours worked. The firefighter must waive in writing all rights to appeal under local, state, or federal laws, regulations, or policies to utilize this method. Approval of use of vacation or compensatory time will be noted in the suspension letter.

B. **Appeal to the Commission.** The firefighter may appeal a suspension of up to three (3) days to the Commission only. If the firefighter chooses to appeal the suspension, the hearing will be conducted as set forth in the Texas Local Government Code Section 143.053

Section 2. Suspensions of Four (4) to Fifteen (15) Days

The Parties agree that when a firefighter is suspended for 4-15 days, other than for conduct that could be defined as a criminal offense equal to a Class B misdemeanor or above, the firefighter may choose one of the following two methods of serving or appealing the suspension.

A. **Use of Vacation or Compensatory Time.**

The firefighter may forfeit vacation or compensatory time equal to the length of the suspension, while at the same time working his/her assigned shifts, to serve the suspension with no loss of paid salary and no break in service for the purposes of seniority, retirement, or promotion. The forfeited vacation or compensatory time will not constitute hours worked. The firefighter must waive in writing all rights to appeal under local, state, or federal laws, regulations or policies to utilize this method. Approval of use of vacation or compensatory time will be noted in the suspension letter.

B. **Appeal to the Commission or Hearing Examiner.** The firefighter may appeal the suspension to the Commission, or a Hearing Examiner as provided in the Texas Local Government Code Sections 143.010 and 143.057.

Section 3. Suspensions of Sixteen (16) to Ninety (90) Days

The Parties agree that the firefighter and the Department Head may mutually agree to a suspension of from sixteen to ninety days in lieu of indefinite suspension. The firefighter must waive in writing all rights to appeal under local, state, or federal laws, regulations, or policies in order to enter such an agreement.

Use of Vacation or Compensatory Time. When an agreed suspension of sixteen to ninety days is imposed, the firefighter and Department Head may also mutually agree that the firefighter may forfeit vacation or compensatory time equal to the length of the suspension, while at the same time working his/her assigned shifts, to serve the suspension with no loss of paid salary and no break in service for the purposes of seniority, retirement, or promotion. The forfeited vacation or compensatory time will not constitute hours worked. Approval of use of vacation or compensatory time will be noted in the suspension letter.

ARTICLE 6

RETIREMENT CONTRIBUTION

The City agrees to maintain its increased its contribution to the Firemen's Relief Retirement Fund ("Fund") at thirteen percent (13%). The City also agrees to increase its contribution to the Fund by 2% effective January 1, 2018 based on the approval of a reduction of costs presented by BSPFFA.

ARTICLE 7

VACATION MAKEUP

If a Fire Fighter is called back to work during a scheduled vacation, he or she will be paid for the vacation in addition to the time worked. The rate of pay for the work will be at the regular rate until the applicable FLSA overtime threshold is reached.

ARTICLE 8

SELL BACK OF VACATION AND HOLIDAY PAY

The Parties agree that City of Big Spring Administrative Directive 12 shall be modified as follows: In any year in which the City Council allows a Buy Back Program for City Employees:

A firefighter may trade an unlimited number of sick leave hours taken out during the current year for vacation or compensatory time to participate in the program.

In addition, a firefighter may sell back thirty-six (36) hours of holiday pay (an addition of twelve hours from previous policy) in lieu of an additional holiday for September 11.

Firefighters may sell back a maximum of ninety-six (96) hours (sixty hours of vacation and thirty-six hours of holiday pay) in any authorized buyback program.

ARTICLE 9

TERM OF AGREEMENT

This Agreement shall have an effective date of June 1, 2022 and shall remain in full force and effect through _____

ARTICLE 10

SAVINGS CLAUSE AND PREEMPTION PROVISION

Section 1.

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the Parties shall meet as soon as possible to agree on a substitute provision. However, if the Parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until Meet and Confer negotiations are resumed. To this end, the provisions of this Agreement are severable. This Agreement may only be amended by written mutual agreement duly approved by the City Council and the Association.

ARTICLE 11

CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE

Scope of Procedure. The City and Association recognize that from time-to-time disagreements between the Parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. Matters involving the interpretation, application, or alleged violations of a specific provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure. The Parties agree the provisions of this article do not apply to disciplinary actions.

Application of Procedure. If either the City or the Association has a dispute with the other Party regarding this Agreement that Party should reduce the dispute to writing and deliver it to the other's designated representative, who for the Association shall be its President and for the City shall be its Department Head. A firefighter may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association. **Disputes must relate to interpretation of specific provisions of the Agreement and not be used as a means to appeal any conditions of employment or disciplinary actions regarding any firefighter.**

Each matter shall state the factual basis for the dispute, identify the applicable sections of this Agreement and identify the specific remedy sought. Any claim or dispute by an employee or group of employees under this Agreement must be filed by the employee with the Association within ten (10) working days of the date when the employee knew or reasonably should have known of the claim. The Department Head may require by policy for submission of contract disputes within the Chain of command, but shall have a duty to determine the matter within thirty (30) days of its receipt from the Association.

If the Association does not accept the decision by the Department Head, it shall have five (5) days to notify the Department Head. The Parties shall then again attempt to resolve the matter. Meet and Confer teams that assisted in the formation of the Agreement will provide input to their respective sides as to what was intended. If the representatives have not been successful in resolving the issue within ten (10) days from the Association's notification, the matter shall proceed to mediation or arbitration.

Mediation. If the dispute is not resolved after thirty (30) days from the Association's notification, either Party shall have the right to seek mediation of the dispute by requesting mediation in writing within ten (10) days. The mediation will proceed before a mutually agreed mediator. If the dispute is not resolved through mediation, either party may elect to proceed with arbitration within ten (10) days after the mediation. In the event the Parties resolve the dispute as a result of mediation, the mediated resolution must be in writing and will be final and binding.

Arbitration. The Parties agree that if the requirements for arbitration are met, the Director will contact the American Arbitration Association to obtain a panel of qualified arbitrators from which to select an arbitrator. The arbitrator will be selected using the method set forth for selecting a hearing examiner in Section 10 of the City of Big Spring Local Civil Service Rules.

The arbitration shall be held at the earliest available date. The hearing shall be held at a location which is convenient for all Parties and the arbitration shall be conducted informally, without strict evidentiary or procedural rules. The arbitrator shall consider and decide only the issue(s) in the dispute statement or as submitted in writing by agreement of the Parties. The hearing shall be concluded as expeditiously as possible. The arbitrator shall attempt to render a bench ruling, but in the event is unable to do so, the arbitrator shall render a written decision upon the matter within thirty (30) days after the close of the hearing.

Decision Final and Binding. The Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the agreement or create additional provisions not included in the Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the grievance submitted to the arbitrator.

The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud or collusion or which exceeds the arbitrator's jurisdiction, or which is based on legal conclusions or interpretations which are clearly contrary to existing law regarding the interpretation of contracts.

Expenses. Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration including witness fees. The City will pay any witness fees to firefighters that are required under Section 142.009 of the Texas Local Government Code, however the Association will reimburse the City for its costs for such payments for any witnesses that the Association calls. The fees and expenses of the arbitrator shall be borne equally by the Parties. In the event a Party desires a court reporter and the other Party does not, the requesting Party shall be responsible for such cost.

Non-Association Members and Expenses. Dispute Resolution Requests of Non-Association members must follow the same procedure outlined by this article and in accordance with the law will be pursued by the Association, if accepted, until final resolution is reached.

Should the request of a Non-Association member require that Association resources be used, the Non-Association member will be required to pay 100% of all expenses incurred while pursuing final disposition.

The Non-Association member shall deposit with the arbitrator his/her anticipated share of the fee (the amount deposited shall equal the fee for one full day) twenty (20) business days or

such shorter period to avoid additional cancellation fees, prior to hearing date. Failure to deposit the funds shall result in the appeal being dropped.

In the event the fee for a hearing exceeds the deposited amount, the Non-Association member shall pay the remaining amount due within thirty (30) days of receipt of the bill or authorize in writing the City to deduct the amount due from his/her next four (4) paychecks.

Signature Pages Follow

THE FOREGOING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:

THE CITY OF BIG SPRING, TEXAS

(Approved by Big Spring City Council on _____)

By: _____
Mayor

ATTES _____
Tami Davis, Asst. City Secretary

APPROVED:

APPROVED AS TO FORM:

Fire Chief

THE BIG SPRING PROFESSIONAL FIRE FIGHTERS ASSOCIATION, IAFF, LOCAL #2922

(Ratified on _____)



MEMO

Date: May 24, 2022

To: Mayor and City Council

From: Todd Darden, City Manager

Subject: Boundary Agreement – Choate Property

Mr. Tommy Churchwell reached out to my office in reference to the Boundary Agreement submitted to you for consideration.

Mr. Carol Choate is replating a 200-acre track of land that abuts Moss Creek Lake property. According to Mr. Churchwell, Mr. Choate's son-in-law, the surveyors were unable to locate the survey pins and instead used the existing fence as the property line. This fence line has remained unchanged over many decades. The Boundary Agreement would serve as the City's agreement that the fence line is the property line.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

I.

II. BOUNDARY AGREEMENT

Tommy Churchwell, (hereinafter "First Party"), whose address is Tommy Churchwell, 500 Johnson Street, Big Spring, Texas 79720, and the City of Big Spring, Texas (hereinafter "Second Party"), whose address is City of Big Spring, 310 Nolan Street, Big Spring, Texas 79720, in and for the mutual consideration set forth herein, do enter into this Boundary Agreement based on the following facts.

This Agreement establishes and determines the exact location of the common boundary line between two adjoining tracts of land, one of which is owned by the First Party and the other by the Second Party, in order to eliminate any doubt and uncertainty about the fence post and fence line that separates the two properties.

I. PROPERTY AFFECTED

A. Tract 1:

Being the East 200.00 acre tract of land out of a 251.37 acre tract out of the S/2 of Section 16, Block 31, Township 1 South, T.&P. RW. Company survey and being more particularly described as follows:

BEGINNING at a point calculated on the South section line of Section 16 for the Southeast corner of the tract, from which a two inch galvanized iron pipe bears N.77°18'28"E., 2244.19 feet;

THENCE S.77°18'28"W., along the said section line of Section 16 a distance of 2182.25 feet to a point, calculated for the Southwest corner of the tract;

THENCE N.12°55'56"W., and parallel with the East section line a distance of 2598.83 feet to a point on apparent South right of way line of East Moss Lake Road, calculated for the Northwest corner of this tract;

THENCE N.77°18'28"E., along the said apparent South right of way line a distance of 3716.68 feet to a point on an existing fence calculated for an exterior corner of this tract and this being a point of a curvature of a curve to the right;

THENCE along the said apparent South right of way line and said existing fence a curve

to the right having a radius of 1951.75 and a long chord bearing of S. 85°55'03"E., a chord length of 742.23 feet, a distance of 746.78 feet to a point on the East section line of Section 16 for the Northeast corner of this tract;

THENCE S. 12°55'56"E., along the said East section line a distance of 293.46 feet to a point on the intersection of said East section line and an existing fence for an exterior corner of this tract.

THENCE S.47°05'07"W., along the said existing fence a distance of 1159.95 feet to a point on the said existing fence for an interior corner of this tract;

THENCE S.26°19'30"W., along the said existing fence a distance of 1894.87 feet to a point on the said existing fence for an interior corner of this tract;

THENCE S.36°15'00"W., a distance of 53.34 feet back to the point of BEGINNING.

B. Tract 2:

Being 63.000 acres out of part of the South one half (S/2) of Section 16 Bock 31 1S exempt for Moss Lake 008 63 acres.

II. RECITALS

- A. First Party is the owner of Tract 1.
- B. Second Party is the owner of Tract 2.
- C. There were no protrusions noted on survey dated August 31, 2021, and performed by James C. Tompkins, RPLS #6768:

D. Pursuant to this Boundary Agreement, the Parties hereto, as adjacent landowners, desire to confirm, establish, and determine that the boundary lines established by said survey are acceptable to both Parties so as to eliminate any present doubt and uncertainty regarding the boundary between the two properties.

NOW, THEREFORE, for the mutual conveyance and establishment of the boundary line between Tract 1 and Tract 2, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

III. AGREED BOUNDARY

A. First Party:

First Party, for the mutual consideration to be gained by both parties hereto, covenants, agrees, and stipulates that the boundary as shown upon the attached Survey prepared by James C.

Tompkins of West Texas Consultants Inc. (WTC Inc.) as Exhibit "A" is the correct boundary line between the property of each and the same as shown shall be binding on them, their heirs, and assigns.

B. Second Party:

Second Party, for the mutual consideration to be gained by both parties hereto, covenants, agrees, and stipulates that the boundary as shown upon the attached Survey prepared by James C. Tompkins of West Texas Consultants Inc. (WTC Inc.) as Exhibit "A" is the correct boundary line between the property of each and the same as shown shall be binding on them, their heirs and assigns.

IV. COVENANT RUNNING WITH LAND

This Boundary Agreement establishing the common boundary line between Tract 1 and Tract 2 shall be a covenant running with the land as to each of such adjoining tracts and shall be binding on First Party, their successors and assigns, and on Second Party, their successors, and assigns.

V. ESTOPPEL OF ADVERSE POSSESSION CLAIMS

First Party does hereby acknowledge and affirm that it is forever estopped from claiming any interest adverse to the property line as described in the Survey.

Second Party does hereby acknowledge and affirm that it is forever estopped from claiming any interest adverse to the property line as described in the Survey.

VI. MISCELLANEOUS

A. This Agreement will be governed by and interpreted under the laws of the State of Texas, regardless of any conflict-of-law rules. All obligations of the parties created by this Agreement are performable in Howard County, Texas.

B. This Agreement and all of its terms, provisions, and covenants will apply to, and be binding on, and inure to the benefit of the parties and their respective heirs, executors, legal representatives, and assigns.

C. If any one or more of the provisions contained in this Agreement is for any reasons held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

D. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement.

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

FIRST PARTY:

TOMMY CHURCHWELL

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF HOWARD

§

§

This instrument was acknowledged before me on _____, 2022, by TOMMY CHURCHWELL.

Notary Public, State of Texas

_____, CITY OF BIG SPRING

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF HOWARD

§

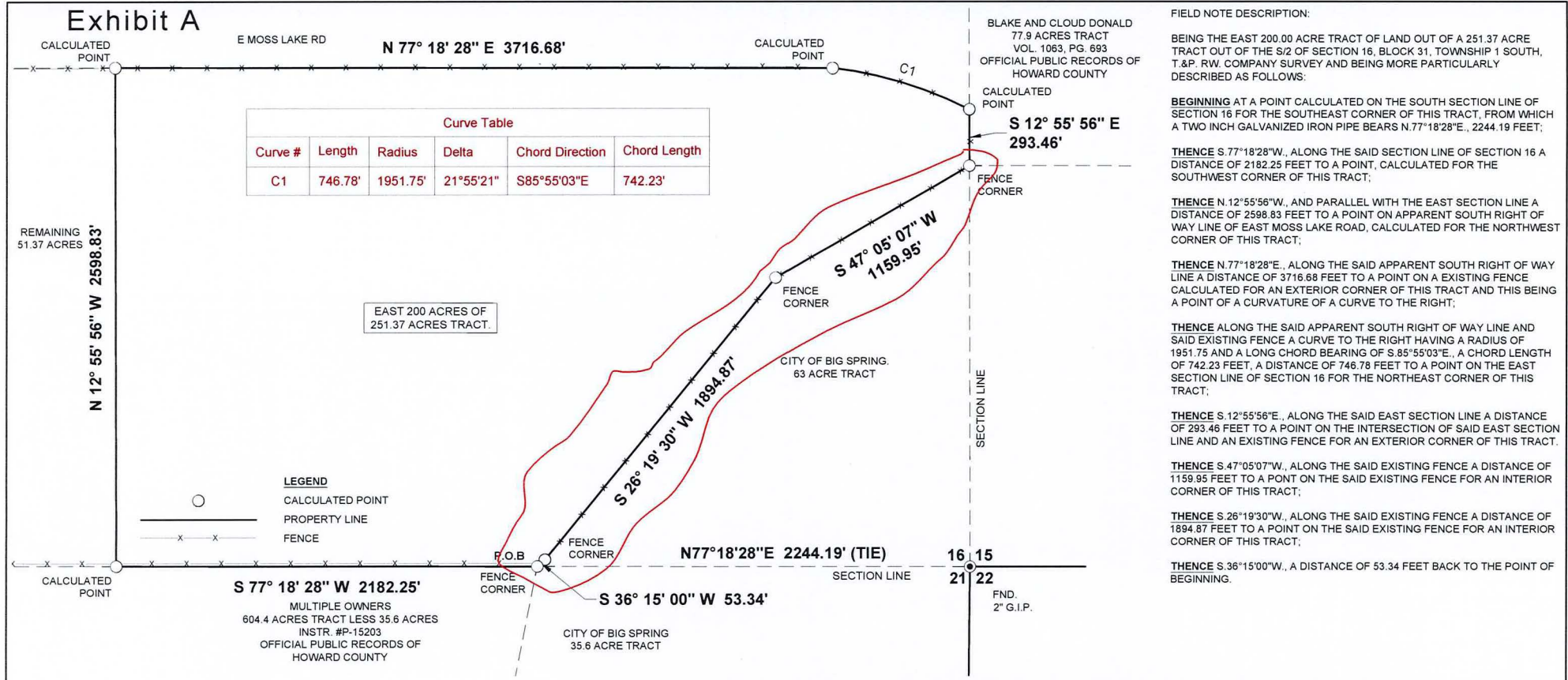
§

This instrument was acknowledged before me on _____, 2022, by _____, representing the City of Big Spring

Notary Public, State of Texas

PREPARED IN THE OFFICE OF: HUFFAKER & HARRIS, LLP, P. O. Box 968 | 1540 Avenue J, Tahoka, TX 79373.

Exhibit A



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	746.78'	1951.75'	21°55'21"	S85°55'03"E	742.23'

FIELD NOTE DESCRIPTION:

BEING THE EAST 200.00 ACRE TRACT OF LAND OUT OF A 251.37 ACRE TRACT OUT OF THE S/2 OF SECTION 16, BLOCK 31, TOWNSHIP 1 SOUTH, T.&P. RW. COMPANY SURVEY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT CALCULATED ON THE SOUTH SECTION LINE OF SECTION 16 FOR THE SOUTHEAST CORNER OF THIS TRACT, FROM WHICH A TWO INCH GALVANIZED IRON PIPE BEARS N.77°18'28"E., 2244.19 FEET;

THENCE S.77°18'28"W., ALONG THE SAID SECTION LINE OF SECTION 16 A DISTANCE OF 2182.25 FEET TO A POINT, CALCULATED FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N.12°55'56"W., AND PARALLEL WITH THE EAST SECTION LINE A DISTANCE OF 2598.83 FEET TO A POINT ON APPARENT SOUTH RIGHT OF WAY LINE OF EAST MOSS LAKE ROAD, CALCULATED FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE N.77°18'28"E., ALONG THE SAID APPARENT SOUTH RIGHT OF WAY LINE A DISTANCE OF 3716.68 FEET TO A POINT ON AN EXISTING FENCE CALCULATED FOR AN EXTERIOR CORNER OF THIS TRACT AND THIS BEING A POINT OF A CURVATURE OF A CURVE TO THE RIGHT;

THENCE ALONG THE SAID APPARENT SOUTH RIGHT OF WAY LINE AND SAID EXISTING FENCE A CURVE TO THE RIGHT HAVING A RADIUS OF 1951.75 AND A LONG CHORD BEARING OF S.85°55'03"E., A CHORD LENGTH OF 742.23 FEET, A DISTANCE OF 746.78 FEET TO A POINT ON THE EAST SECTION LINE OF SECTION 16 FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S.12°55'56"E., ALONG THE SAID EAST SECTION LINE A DISTANCE OF 293.46 FEET TO A POINT ON THE INTERSECTION OF SAID EAST SECTION LINE AND AN EXISTING FENCE FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE S.47°05'07"W., ALONG THE SAID EXISTING FENCE A DISTANCE OF 1159.95 FEET TO A POINT ON THE SAID EXISTING FENCE FOR AN INTERIOR CORNER OF THIS TRACT;

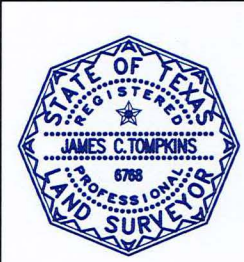
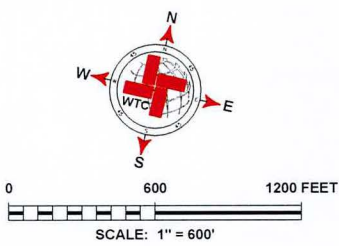
THENCE S.26°19'30"W., ALONG THE SAID EXISTING FENCE A DISTANCE OF 1894.87 FEET TO A POINT ON THE SAID EXISTING FENCE FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE S.36°15'00"W., A DISTANCE OF 53.34 FEET BACK TO THE POINT OF BEGINNING.

Note 1: This property is on Howard County Unincorporated Areas 481227 by Flood Hazard Boundary Map 475 of 625, Community No. 481227, dated October, 2010.

Note 2: Call distances are in parenthesis when different from actual distances.

Note 3: Basis of Bearing, Coordinates and Distances are a Lambert Conical Projection of the Texas Coordinate System, State Plane Grid, NAD 83, Texas North Central (4202), with a Convergence Angle of -01° 36' 33.10" and a Combined Scale Factor of 0.999764931, based on VRS NETWORK STATION "W GAL_0918" located at coordinates: LAT: N32°46'15.19434", LON: W101°27'01.86542".



I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON AND ANY IMPROVEMENTS SHOWN HEREON ARE FROM VISUAL INSPECTION.

J. Tompkins
 JAMES C. TOMPKINS RPLS #6768 DATE 03/07/2022
 SURVEY DATE: 08/31/2021 DRAFT: OVI
 JOB NO.: WTC54911 SHEET: 01 OF 01

REFERENCE: TOMMY CHURCHWELL
LEGAL DESCRIPTION: THE EAST 200.00 ACRES OUT OF A 251.37 ACRE TRACT OUT OF THE S/2 OF SECTION 16, BLOCK 31, TOWNSHIP 1 SOUTH, T.&P. RW. COMPANY SURVEY, HOWARD COUNTY, TEXAS.

WTC, INC.
 405 S.W. 1st Street
 Andrews, TX 79714
 (432) 523-2161
 TEXAS REGISTERED ENGINEERING FIRM F-2746
 TEXAS REGISTERED SURVEYOR FIRM #100792-00

PLAT 2: PROJECTS/BOUNDARY SURVEYS & STAKING/HOWARD54911-TOMMY CHURCHWELL/DRAWINGS54911-TOMMY CHURCHWELL LAYOUT TAB BOUNDARY-3/21/2022 2:42 PM JOORE