



## CITY COUNCIL REGULAR AGENDA

Tuesday, June 14, 2022

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, June 14, 2022, at 5:30 pm at the City Council Chambers Located at 307 East 4<sup>th</sup> Street, Big Spring, Texas. **We welcome the public to attend the meeting via telecommunication. Citizens will be able to view the City Council Meeting on Our Local Channel 17 through Suddenlink or on Our Website <http://mybigspring.com/224/Channel-17-Live>.**

### CITY COUNCIL MEETING ETIQUETTE

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

Thank you!

### Open Session

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

### Public Comment

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

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

**Announcements, Presentations and Public Hearings**

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

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|---|---|--------|
| 5. PUBLIC HEARING – Regarding to the Submission of an Application to the Texas Parks and Wildlife Department (TPWD) for a 2023 Local Park Fund  | 6 | Lewis  |
| 6. PUBLIC HEARING – To Consider a Zone Change from A, Agriculture District, to HC, Heavy Commercial District, at 3910 S. Service Road (International Union of Operating Engineers), being Approximately 3 Acres in Section 46, Block 32 1N, in Big Spring, Howard County, Texas |   | Bowles |

**City Manager’s Report**

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|--|--|--------|
| 7. Reminder - Large Item Pickup for District 6 – June 15, 2022 |  | Darden |
| 8. Mosquito Spraying   |  | Darden |
| 9. Update - Water Line Replacement Project                     |  | Darden |

**Consent Items**

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|--|-------|----------|
| 10. Approval of the City Council Minutes of the Regular Meeting of May 24, 2022  | 7-12  | Davis    |
| 11. Final 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   | 13-14 | M. Smith |
| 12. Final 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 | 15-16 | Darden   |
| 13. Final Reading of a Resolution Reauthorizing the Tax Abatement Guidelines and Criteria; Providing for Severability; and Providing an Effective Date   | 17-33 | Medina   |
| 14. Final Reading of a Resolution Suspending the June 17, 2022 Effective Date of Oncor Electric Delivery Company’s   | 34-39 | Medina   |

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**

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|-----|--|-------|----------|
| 15. | Final 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  | 40-42 | Ornelas  |
| 16. | Final 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   | 43-44 | S. Smith |
| 17. | Final 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 | 45-63 | Hagen    |
| 18. | Final 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 Interpretation of Retiree or Retirees for the Purposes of Annual Green Fees for Retirees; Providing for Severability; and Providing an Effective Date  | 64-65 | Medina   |

**Vouchers**

- |     |                         |               |          |
|-----|-------------------------|---------------|----------|
| 19. | Vouchers for 05/26/2022 | \$ 488,947.03 | Tompkins |
|     | Drafts & Manual Cks.    | \$ 15,547.83  |          |
| 20. | Vouchers for 06/02/2022 | \$ 828,577.59 | M. Smith |
|     | Vouchers for 06/10/2022 | \$ 704,174.18 |          |
|     | Drafts & Manual Cks.    | \$ 133,239.06 |          |

**Bids**

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|-----|---|----|----------|
| 21. | Consideration and Possible Action on Bank Depository Services and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 66 | S. Smith |
|-----|---|----|----------|

**New Business**

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|-----|---|-------|--------|
| 22. | Acknowledge Receipt of the Zoning Board of Adjustments Minutes from the Meeting of November 18, 2021  | 67-68 | Bowles |
| 23. | First Reading of an Ordinance Authorizing Z-22-01, Amending the Big Spring Zoning Ordinance by Rezoning Approximately 3 Acres out of Section 46, Block 32 1 North, in Big Spring, Howard County, Texas, also Known as 3910 S. Service Road, from A, Agriculture District to HC, Heavy Commercial District; Providing for Severability; Providing for Publication; and Providing an Effective Date | 69-70 | Bowles |
| 24. | First Reading of a Resolution in Support of the Big Spring Housing Authority in its Duty to Provide Vital, Local Services and Housing Assistance to Low-Income Families in Big Spring; Declaring Opposition to the Transfer of Local Administration of the Local Housing Choice Voucher Program to a Distant Jurisdiction; and Providing an Effective Date  | 71-72 | Moore  |
| 25. | Consideration and Possible Action of an Agreement with Jacob Martin, LLC for the Water Treatment Plant Sludge Dewatering Improvements and Authorizing the City Manger or His Designee to Execute any Necessary Documents  | 73-86 | Bowles |
| 26. | Consideration and Possible Action to Delegate Authority to the City Manager to Execute an Unimproved Ground Lease with Mandatory Improvements with Partee Aviation L.L.C. for the Development of an 8,100 Square Foot Aircraft  | 87-89 | Feeley |

Hangar and Associated Vehicle Parking at McMahan-Wrinkle Airport

- |     |   |         |
|-----|---|---------|
| 27. | Discussion and Consideration Concerning a Possible Resolution or Ordinance Establishing Procedures and Criteria for the Allocation of Monies to Organizations During the Budget Process | Ornelas |
| 28. | Announcement of Appointment of One or More Commissioners to the Big Spring Housing Authority  | Moore   |
| 29. | <b>Boards &amp; Committees</b><br><b>Zoning Board of Adjustments – Alternate</b><br>April Gutierrez – Nominated by M. Smith (District 6)  | Moore   |

**Council Input**

- |     |                |       |
|-----|----------------|-------|
| 30. | Input          | Moore |
| 31. | <b>Adjourn</b> | Moore |

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

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the City Council and Posted on Friday, June 10, 2022 at 5:00 p.m. in accordance with Title 5, Texas Government Code and Chapter 551.

In addition, this agenda and supporting documents are posted on the City of Big Spring's Website, [www.mybigspring.com](http://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](mailto:tdavis@mybigspring.com). REQUESTS FOR AN INTERPRETER SHOULD BE MADE AT LEAST 72 HOURS IN ADVANCE OF THE MEETING TIME.

PUBLIC HEARING NOTICE  
CITY OF BIG SPRING  
TEXAS PARKS AND WILDLIFE DEPARTMENT – LOCAL PARK FUND

The City of Big Spring will hold a public hearing at 5:30 pm on June 14, 2022 at Big Spring City Hall – 310 Nolan St, Big Spring, TX 79720 in regard to the submission of an application to the Texas Parks and Wildlife Department (TPWD) for a 2023 Local Park Fund. The purpose of this meeting is to allow citizens an opportunity to discuss the plans for the local park application. The city encourages citizens to participate in the development of this local park application and to make their views known at this public hearing. Citizens unable to attend this meeting may submit their views and proposals to the City Secretary at City Hall, 310 Nolan St, Big Spring, TX 79720. Persons with disabilities that wish to attend this meeting should contact the City of Big Spring to arrange for assistance. Individuals who require auxiliary aids or services for this meeting should contact the City of Big Spring at least two days before the meeting so that appropriate arrangements can be made. Para mas informacion en espanol, comuniquese con Hayley Lewis al (432) 264-2501.

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

The City Council of the City of Big Spring, Texas, met in a regular meeting in the City Council Chambers located at 307 E. 4<sup>th</sup> St., Big Spring, Texas, at 5:30 p.m., May 24, 2022, with the following members present in person:

ROBERT H. MOORE	Mayor
NICK ORNELAS	Mayor Pro Tem
DIANE YANEZ	Councilmember
CODY HUGHES	Councilmember
GLORIA MCDONALD	Councilmember
TROY TOMPKINS	Councilmember
MAURY SMITH	Councilmember

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

TODD DARDEN	City Manager
JOHN MEDINA	Assistant City Manager
ANDREW HAGEN	City Attorney
SHANE BOWLES	Public Works Director
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
MIKE FEELEY	Airpark Director
GARY GIVENS	Assistant Finance Director
TAMI DAVIS	City Secretary
TIM GREEN	Municipal Judge

## **INVOCATION & PLEDGE OF ALLEGIANCE**

Pastor Mike Willard, Cornerstone Covenant Church, gave the invocation and Mayor Moore led the Pledge of Allegiance to the American and Texas Flags.

## **PUBLIC COMMENT**

No comments were made at this time.

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

### **PUBLIC HEARING – TAX ABATEMENT GUIDELINES**

Motion was made Councilmember Tompkins to open the above captioned public hearing, seconded by Councilmember Smith, with all members of the Council present voting “aye.” John Medina, Assistant City Manager, explained the Tax Abatement Guidelines and Criteria. After a

brief discussion, motion was made by Mayor Pro Tem Ornelas to close the above captioned public hearing, seconded by Councilmember McDonald, with all members of the Council present voting “aye.”

**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**

Motion was made Councilmember Tompkins to open the above captioned public hearing, seconded by Councilmember Hughes, with all members of the Council present voting “aye.” After a brief discussion, motion was made by Councilmember Tompkins to close the above captioned public hearing, seconded by Councilmember Hughes, with all members of the Council present voting “aye.”

**CITY MANAGER’S REPORT**

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

- Update on Large Item Pickup for District 5
- Budget Schedule handed out and budget work session with Council on June 14<sup>th</sup>
- Aquatic Center to open on June 4, 2022
- City Holiday on May 30, 2022 for Memorial Day
- Recognition of employees from Code Enforcement and Street Department
- City Employee Appreciation Picnic – Council consented to have a picnic this year
- Extended our sympathies to the family of Former Mayor Cotton Mize

**CONSENT ITEMS**

**APPROVAL OF THE CITY COUNCIL MINUTES OF THE REGULAR MEETING OF MAY 10, 2022 AND OF THE SPECIAL MEETING OF MAY 17, 2022**

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

Mayor Pro Tem Ornelas asked that a correction be made on the May 10, 2022 minutes. Motion was made by Councilmember Tompkins to approve the above captioned minutes with the correction and the resolution, seconded by Councilmember Yanez, with all members of the Council present voting “aye.”

**VOUCHERS**

Councilmember McDonald reviewed the following vouchers:

VOUCHERS FOR 04/25/2022 \$ 41,800.00

VOUCHERS FOR 04/28/2022 \$ 399,409.43

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

Councilmember Tompkins reviewed the following vouchers:

VOUCHERS FOR 05/12/2022 \$ 499,918.00

VOUCHERS FOR 05/19/2022 \$ 1,042,199.80

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.”

## **BIDS**

### **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**

Motion was made by Councilmember Hughes to award the above captioned bid to Whitewater Construction, Inc. in the amount of \$124,424.00, seconded by Councilmember Tompkins, with all members of the Council present voting “aye.”

### **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**

Motion was made by Councilmember Tompkins to approve the above captioned request, seconded by Councilmember Hughes, 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 APRIL 19, 2022**

Councilmembers acknowledged the above captioned minutes with no changes.

### **CONSIDERATION AND POSSIBLE ACTION AUTHORIZING AN EVENT FUNDING REQUEST FROM CVB FOR THE PORTS TO PLAINS ALLIANCE CONFERENCE**

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

### **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

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

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

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

FIRST READING OF A RESOLUTION REAUTHORIZING THE TAX ABATEMENT GUIDELINES AND CRITERIA; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

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

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 THE ONCOR ELECTRIC DELIVERY COMPANY LLC RATE CHANGES IS AVAILABLE FOR REVIEW IN THE CITY SECRETARY’S OFFICE**

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

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

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

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

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

FIRST READING OF AN ORDINANCE ANNEXING APPROXIATELY 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

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

**TABLED - CONSIDERATION AND POSSIBLE ACTION CONCERNING RETIREES’ GREEN FEES**

Motion was made by Mayor Pro Tem Ornelas to remove the above captioned item off the table, seconded by Councilmember Smith, with all members of the Council present voting “aye.” No further action was taken at this time.

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 INTERPRETATION OF RETIREE OR RETIREES FOR THE PURPOSES OF ANNUAL GREEN FEES FOR RETIREES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

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

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**

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

**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 AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS**

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

**BOARDS AND COMMITTEES**

Zoning Board of Adjustments  
Erin Yeats – District 6

Erin Yeats is appointed to the Zoning Board of Adjustments to represent District 6 by acclamation of the Council.

**COUNCIL INPUT**

Mayor Pro Tem Ornelas reported a concern regarding a burnt down house on San Antonio Street and would like more public information regarding the process of Code Enforcement.

Councilmember Yanez invited citizens to attend the Big Spring Housing Authority meeting and would like to see more training available to the employees.

Councilmember Tompkins invited citizens to attend the Budget Work Session with the Council on June 14, 2022.

Councilmember Smith reminded citizens of the Large Item Pickup for District 6 will be on June 15, 2022.

Mayor Moore wants to address citizens concerns and look at different ways to solve their issues.

**ADJOURN**

Mayor Moore adjourned the meeting at 7:10 p.m.

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Robert H. Moore III, Mayor

ATTEST:

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Tami L. Davis, City Secretary

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

**PASSED AND APPROVED** on second and final reading at a regular meeting of the City Council on the **14<sup>th</sup>** 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 **24<sup>th</sup>** day of **May, 2022** with all members of the Council voting “aye” for the passage of same.

**PASSED AND APPROVED** on second and final reading at a regular meeting of the City Council on the **14<sup>th</sup>** 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

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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

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

**PASSED AND APPROVED** on second and final reading at a regular meeting of the City Council on the 14<sup>th</sup> 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 **24<sup>th</sup>** day of **May, 2022** with all members of the Council voting "aye" for the passage of same.

**PASSED AND APPROVED** on second and final reading at a regular meeting of the City Council on the **14<sup>th</sup>** 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 24<sup>th</sup> day of May, 2022 with all members of the Council voting “aye” for the passage of same.

**PASSED AND APPROVED** on second and final reading at a regular meeting of the City Council on the 14<sup>th</sup> 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 **24<sup>th</sup>** 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 14<sup>th</sup> 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 24<sup>th</sup> day of May, 2022 will all members present voting “aye” for the passage of same.

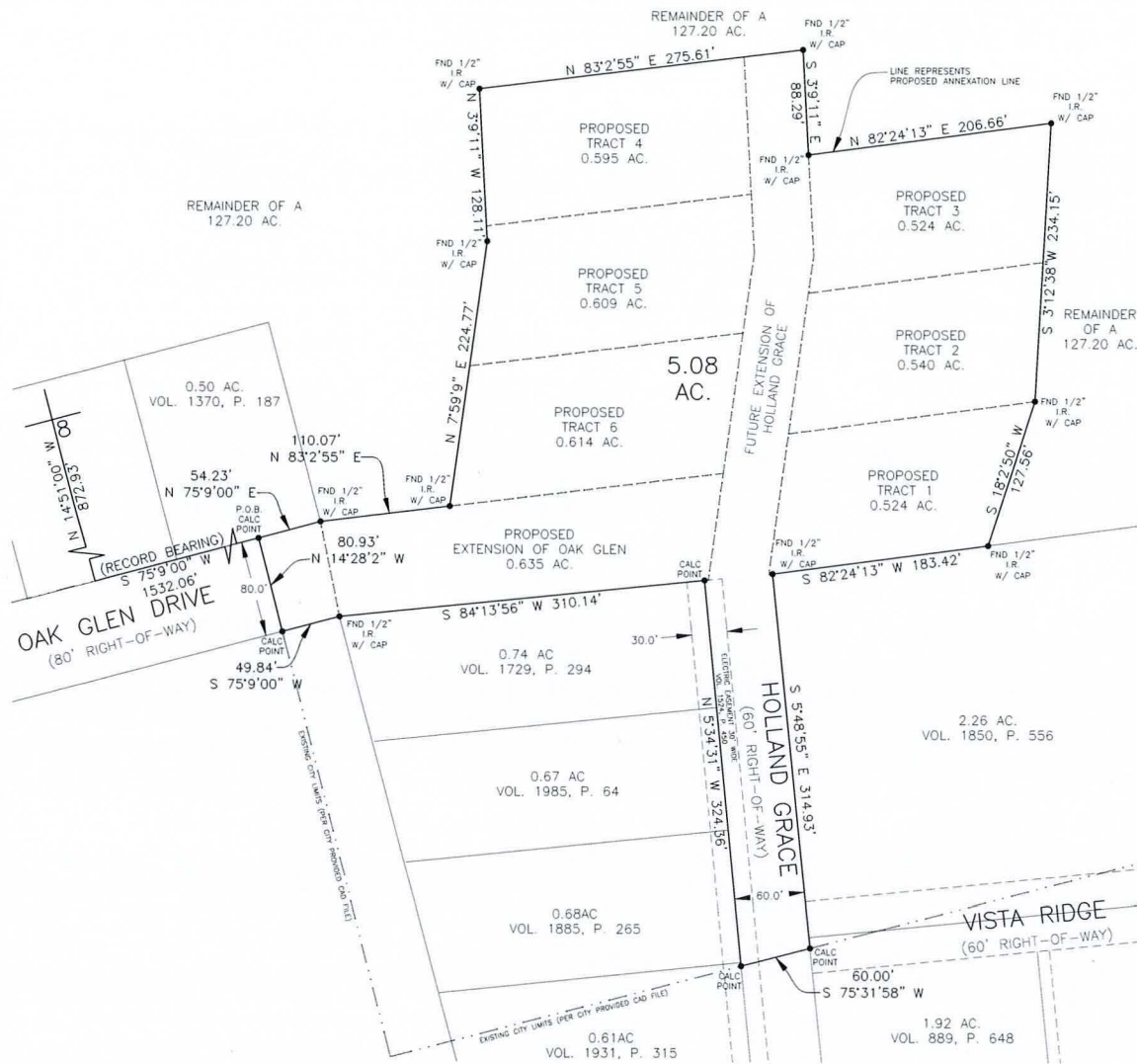
**PASSED AND APPROVED** on second and final reading at a regular scheduled meeting of the City Council on the 14<sup>th</sup> day of June, 2022 will all members present voting “aye” for the passage of same.

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

ATTEST:

\_\_\_\_\_  
Tami Davis, City Secretary

# EXHIBIT "A"



## PLAT

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



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT NOR WAS THIS PARCEL ABSTRACTED FOR EASEMENTS OF RECORD AND/OR RIGHTS OF WAY. BRADSHAW AND ASSOCIATES, INC (FIRM # 10122900/10122901) AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR MAKE NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREIN PERTAINING TO EASEMENTS, RESERVATIONS, SET-BACK LINES, AGREEMENTS, RIGHTS-OF-WAY OR OTHER SIMILAR MATTERS OTHER THAN THOSE SHOWN UPON THIS SURVEY. THE UNDERSIGNED SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR ANY TITLES, DEEDS, RESERVATIONS, EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS OR OTHER SIMILAR MATTERS, OTHER THAN WHAT IS READILY IDENTIFIABLE THROUGH THE COUNTY GIS MAPS, RAILROAD COMMISSION GIS MAPS, AND GENERAL LAND OFFICE GIS MAPS. THE USE OF THESE GIS MAPS IS BY NO MEANS TO BE CONSTRUED AS A PROPER OR THOROUGH INVESTIGATION OF THE PUBLIC RECORDS, AS WOULD BE ACCOMPLISHED BY AN ABSTRACT OF TITLE, AND/OR OPINION OF TITLE BY AN ATTORNEY AT LAW.

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

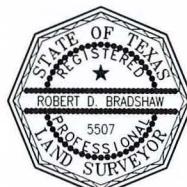
SURVEY PLAT FOR: JACOBY HOPPER

THIS SURVEY PLAT IS PROVIDED SOLELY FOR THIS TRANSACTION

PLAT IS COPYRIGHTED AND SHALL NOT BE USED FOR ANY OTHER TRANSACTION.

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

*Robert D. Bradshaw*  
REGISTERED PROFESSIONAL LAND SURVEYOR



THIS PLAT IS NOT RECORDED IN HOWARD COUNTY PLAT RECORDS  
THIS PROPERTY LIES WITHIN FLOOD HAZARD ZONE "X" AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL INSURANCE ADMINISTRATION MAP COMMUNITY PANEL NO. 48227C0430 C, DATED OCTOBER 6, 2010.

Stored: 22040130

BRADSHAW AND ASSOCIATES, INC.  
CONSULTING ENGINEERS  
REGISTERED PROFESSIONAL LAND SURVEYORS  
FIRM # 10122900/10122901  
600 EAST FM 700 B  
BIG SPRING, TEXAS 79720 (432) 263-1098  
FAX (432)263-1294

By	Drawn	Chkd	Surveyed
WET	RDB	CW/JE	
Date	04-04-2022	06-14-2022	06-14-2022

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

April 04, 2022

**5.08 ACRE TRACT**  
**ANNEXATION**  
**EXHIBIT "B"**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22040130\_ANNEX FN

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

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

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

Containing 5.08 acres of land



Robert D. Bradshaw  
Registered Professional Land Surveyor  
No. 5507



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 Cheryl Ann Barber, known to me to be the persons whose names are subscribed to the foregoing instrument, and each acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

After Recording Return to:

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

**EXHIBIT A**



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

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

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Robert H. Moore III, Mayor

ATTEST:

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Tami L. Davis, City Secretary

# CITY OF BIG SPRING

## *Memorandum*

**To:** Honorable Mayor, City Council, and City Manager  
**From:** Sandy Smith, Finance Director  
**Date:** 2022  
**Subject:** Request for bid award for Depository Services.

---

The City of Big Spring is required to submit a request for depository services every even year by the City's Charter. The Charter specifies the financial institution must have a physical branch/location within the City Limits.

For the past several years the City's depository has been PNC.

This year the City sent out five invitations to financial institutions with physical locations within Big Spring, and advertised in the Big Spring Herald for two Sundays. two proposal was received.

**Recommendation:** The staff recommends awarding Depository Services to Prosperity.

Based on an analysis of the fee/transaction our estimated cost of service for Prosperity will be around \$639.90 per month.

The estimated monthly cost for Western Bank would be around \$1,231.85.

Both bidders are able to meet all the requirements of the RFP, so the recommendation is to go with the lowest bidder, Prosperity Bank.



## ZONING BOARD OF ADJUSTMENTS MINUTES

Thursday, November 18, 2021

The Zoning Board of Adjustments for the City of Big Spring, Texas met in Regular Session on Thursday, November 18, 2021, at 5:30 pm in the City Council Chambers located at 307 East 4<sup>th</sup> Street, Big Spring, Texas.

Attendees:

- Chairperson Carrie Rodman
- Member Veronica Zuniga
- Member Oscar Flores
- Member Sherri Wigington
- Member Jeanie Knocke
- Member Louisa Rangel

### Open Session

1. Call to Order

Chairperson Rodman call the meeting to order at 5:31 pm

### New Business and Public Hearing

2. **Appeal Hearing.** A request by Fawn Leal, applicant, on behalf of SSC Signs & Lighting LLC, on behalf of Prosperity Bank, for a variance pursuant to the Big Spring City Code, Zoning Ordinance, to allow for a 50-foot pylon sign at the location of the current sign at 1411 S Gregg, Big Spring, Tx 79720, where under the Zoning Ordinance such a sign at said location may not be more than 30-feet high, the current sign location does not meet setback requirements, and under ordinance a nonconforming use may not be enlarged or altered in a manner that increases its nonconformity, and a nonconforming structure to the extent of more than 50% of its replacement cost shall not be reconstructed except in conformity with the Zoning Ordinance.

- a. Open Public Hearing
- b. Staff Report
- c. Applicant Presentation
- d. Persons wishing to speak for or against the proposed request
- e. Staff/Board/Applicant Discussion
- f. Adjournment of Public Hearing
- g. Consideration and Possible Action

**Motion to open the public hearing was made by Chairperson Rodman,  
2<sup>nd</sup> by Member Zuniga  
Vote was 6 ayes**

**Public Hearing had no comments.**

**Motion to close the public hearing was made by Member Wigington,  
2<sup>nd</sup> by Member Zuniga  
Vote was 6 ayes**

**Motion to deny the appeal requested by Fawn Leal, applicant, on behalf of SSC Signs & Lighting LLC, on behalf of Prosperity Bank, for a variance pursuant to the Big Spring City Code, Zoning Ordinance, to allow for a 50-foot pylon sign at the location of the current sign at 1411 S Gregg, Big Spring, Tx 79720, was made by Member Zuniga, 2<sup>nd</sup> by Chairperson Rodman  
Vote was 6 ayes**

### Commission Input

3. Input

All

**Motion to meet in regular session on December 16, 2021, at 5:30 pm in the City of Big Spring Council Chambers was made by Chairperson Rodman, 2<sup>nd</sup> by Member Knocke  
Vote was 6 ayes**

4. Adjourn

**Motion to adjourn was made by Chairperson Rodman, 2<sup>nd</sup> by Member Knocke  
Vote was 6 ayes**

  
Chairperson Carrie Rodman

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING Z-22-01, AMENDING THE BIG SPRING ZONING ORDINANCE BY REZONING APPROXIMATELY 3 ACRES OUT OF SECTION 46, BLOCK 32 1 NORTH, IN BIG SPRING, HOWARD COUNTY, TEXAS, ALSO KNOWN AS 3910 S SERVICE ROAD, FROM A, AGRICULTURE DISTRICT TO HC, HEAVY COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Planning and Zoning Commission held a public hearing during a regular meeting on May 3, 2022;

**WHEREAS**, the Planning and Zoning Commission recommends that this zone change be approved; and

**WHEREAS**, the City Council held a public hearing during a regular meeting on June 14, 2022; and

**WHEREAS**, the City Council has considered this request and has determined that approval is in the best interest of the City;

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

**SECTION 1.** The City Council hereby authorizes Z-22-01, a rezone of approximately 3 acres located in Section 46, Block 32, 1N, in Big Spring, Howard County, Texas, also known as 3910 S Service Rd, from A, Agriculture District to HC, Heavy Commercial District and such change is hereby approved as an amendment to the Zoning Ordinance.

**SECTION 2.** The City of Big Spring Zoning Map shall be amended to reflect the zoning designation of the above-described property as HC, Heavy Commercial District.

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

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

**SECTION 5.** The City Secretary is hereby directed to cause the caption of ordinance to be published as provided by law.

**SECTION 6.** This Ordinance shall take effect immediately from and after its publication and passage upon two readings 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 **14<sup>th</sup>** day of **June, 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 **28<sup>th</sup>** day of **June, 2022**, with all members present voting "aye" for the passage of same.

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Robert H. Moore, III, Mayor

ATTEST:

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Tami L. Davis, City Secretary

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, IN SUPPORT OF THE BIG SPRING HOUSING AUTHORITY IN ITS DUTY TO PROVIDE VITAL, LOCAL SERVICES AND HOUSING ASSISTANCE TO LOW-INCOME FAMILIES IN BIG SPRING; DECLARING OPPOSITION TO THE TRANSFER OF LOCAL ADMINISTRATION OF THE LOCAL HOUSING CHOICE VOUCHER PROGRAM TO A DISTANT JURISDICTION; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Big Spring Housing Authority (BSHA) has served City of Big Spring since April 22, 1998; and

**WHEREAS**, the BSHA plays an important role in ensuring the availability of safe, low-income housing through the Housing Choice Voucher (HCV) Program to approximately 230 recipients in Big Spring and surrounding communities; and

**WHEREAS**, the City Council finds that the recipients would not be adequately served if the program were to be administered by another jurisdiction; and

**WHEREAS**, the City Council finds it necessary to reiterate its support of the Big Spring Housing Authority and the vital services it provides to the Big Spring community;

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

**SECTION 1.** The Big Spring City Council finds that the local Big Spring Housing Authority provides a vital service to the low-income population of Big Spring and this Organization is a vital and needed asset to the community of Big Spring.

**SECTION 2.** The Big Spring City Council objects to transferring the Housing Choice Voucher Program administered by the Big Spring Housing Authority to another jurisdiction. It is the position of the City Council that moving the program would create undue hardships on existing program recipients and divert funds used for low-income housing in Big Spring.

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

**PASSED AND APPROVED** on first reading at a regular meeting of the City Council on the **14<sup>th</sup>** day of **June, 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 **28<sup>th</sup>** day of **June, 2022** with all members of the Council voting “aye” for the passage of same.

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Robert H. Moore, III, Mayor

ATTEST:

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Tami L. Davis, City Secretary

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CITY OF  
**Big Spring**

# MEMORANDUM

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Date: June 10, 2022  
To: Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager  
From: Shane Bowles, Public Works Director  
Re: Dewatering Design and Implementation

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Continuing with the American Rescue Plan funded project for sludge removal and dewatering for the water treatment plant, The City of Big Spring is ready to move towards phase 2. In this phase we will design and construct the improvements needed to have a permanent solution for removing sludge inside the plant. We are requesting to enter into an agreement with Jacob Martin to finalize a design plan and assist with contracts and installation for dewatering. This should save the City of Big Spring over \$200 thousand a year in services and will pay for itself over time.

## STANDARD AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made by and between the City of Big Spring, a Texas Home Rule municipal corporation (“CITY”) and Jacob Martin, LLC, (“ENGINEER”).

WHEREAS, CITY desires to retain a person or firm to provide the following services: engineering services for the **Water Treatment Plant Sludge Dewatering Improvements - Design and Construction Phase**.

WHEREAS, ENGINEER warrants that it is qualified and competent to render the aforesaid services, and holds and will continue to hold at all times pertinent to this Agreement, the license or licenses as required by law to perform this Agreement;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by Client, the parties agree to the following:

### I. Scope of Services

ENGINEER agrees to provide all of the professional engineering services described in Exhibit A attached hereto, and by this reference made a part hereof, shall conform to those specifications set forth in the Scope of Services, attached as **Exhibit A**, incorporated herein by reference as if set forth herein in full. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between the Exhibits and this Agreement, the terms of this Agreement shall govern.

It is expressly understood that in the performances of the services herein, ENGINEER and the agents and employees thereof, shall act in an independent capacity and as an independent consultant and not as officers, employees or agents of CITY.

ENGINEER shall be free to contract for similar services to be performed for others while ENGINEER is under Agreement with CITY.

### II. Compensation to ENGINEER

- A. The fees for furnishing services under this Agreement shall be as described in **Exhibit A** and based on the Fee Schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement.
- B. ENGINEER will submit monthly billings based upon the amount of work completed during the specified period. ENGINEER’s billings will be in writing and of sufficient detail to fully identify the work completed to date of billing.

### III. Project Schedule

The Project schedule shall be determined by mutual agreement by CITY and ENGINEER. ENGINEER will confer with representatives of CITY to take such steps as necessary to keep the

Project on schedule. CITY'S representative for purposes of this Agreement shall be the City Manager or his designee. ENGINEER will begin work on the Project within five (5) days after receipt of written notification to proceed from CITY.

#### IV. Ownership of Documents

ENGINEER agrees that all products, including but not limited to all reports, documents, materials, data, drawings, information, techniques, procedures, and results of the work of itself and of subcontractors ("Work Product") arising out of or resulting from the particular and defined services that will be provided hereunder, will be the sole and exclusive property of CITY and are deemed "Works Made for Hire." ENGINEER agrees to and does hereby assign the same to CITY. ENGINEER will enter into any and all necessary documents to affect such assignment to CITY. ENGINEER shall maintain originals or copies of all Work Product that is produced and/or used in the execution of this Agreement. It is understood that ENGINEER does not represent that such Work Product is suitable for use by CITY on any other projects or for any purposes other than those stated in this Agreement. Reuse of Work Product by CITY without ENGINEER's specific written authorization, verification and adaption will be at CITY's risk and without any liability on behalf of ENGINEER.

Work Product shall not be subject to copyright or proprietary claim of ENGINEER.

CITY may, at its election, require ENGINEER to return Work Product to CITY prior to or at the conclusion of retention period, as defined elsewhere in this agreement, and in any case to do so within thirty (30) days of the CITY's request.

If, at the end of the said retention period, there is litigation or other questions arising from, involving, or concerning Work Product or the Project, ENGINEER shall retain the records until the resolution of such litigation or other such questions.

ENGINEER shall notify City immediately upon receiving requests for Work Product from a third party. ENGINEER understands and agrees that CITY will process and handle all such requests.

#### V. Confidentiality

ENGINEER agrees neither it nor its employees, subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of CITY unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by ENGINEER, its employees, subcontractors and agents shall be used by ENGINEER, its employees, subcontractors and agents solely and exclusively in connection with the performance of the Project.

#### VI. Records License and Retention

ENGINEER agrees that CITY or its duly authorized representatives will, until the expiration of four (4) years after final payment under this Agreement ("the retention period") have access to and the right to examine, audit, and copy Work Product, pertinent books, documents, papers,

invoices and records of ENGINEER involving transactions related to this Agreement, which books, documents, papers, invoices and records ENGINEER agrees to maintain for said time period.

VII. Taxes

Any and all taxes assessed by any government body upon services or materials used in the performance of this Agreement shall be the responsibility of ENGINEER.

VIII. Material and Equipment

ENGINEER shall furnish at ENGINEER’s own expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement.

IX. Amendment

If ENGINEER is requested in writing by CITY to provide any optional, additional or out of scope services, ENGINEER and CITY will agree in writing as to the nature of such services and to a price for such services before any work is started.

X. Indemnification

ENGINEER shall indemnify and save harmless CITY and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney’s fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of ENGINEER or its agents or employees, in the execution or performance of this contract.

XI. Insurance

ENGINEER will provide insurance coverage in accordance with CITY’s insurance requirements as set forth in the “Certificate of Insurance Requirements” attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to CITY, this Agreement may be terminated by CITY, without penalty, on written notice to ENGINEER. In addition, ENGINEER will provide Professional Liability Insurance in the amount of \$1,000,000.00 per claim.

XII. Applicable Law

ENGINEER shall at all times observe and comply with all applicable laws, ordinances and regulations of the state, federal and local governments which are in effect at the time of the performance of this Agreement.

XIII. Termination

Either party shall have the right to terminate this Agreement by giving the non-terminating party seven (7) days prior written notice. Upon receipt of notice of termination, ENGINEER will cease any further work under this Agreement and CITY will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of CITY.

#### XIV. Nonconformity

In the event CITY finds that any of the Work Product produced by ENGINEER under this Agreement does not conform to the Scope of Work, then ENGINEER will be given ten (10) days after receipt of written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these ten (10) days ENGINEER has failed to make any Work Product conform to the Scope of Work, CITY may terminate this Agreement immediately by providing written notice of termination to ENGINEER. Upon termination CITY will only owe for work done prior to termination and accepted by CITY. All finished or unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of CITY.

#### XV. Excusable Delays

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended as agreed to in writing by the parties.

#### XVI. Notices

ENGINEER's address for notice under this Agreement is as follows:

Kirt Hare, P.E., Vice President  
Jacob Martin  
3465 Curry Lane  
Abilene, TX 79606

CITY'S address for notice under this Agreement is as follows:

Todd Darden, City Manager  
City of Big Spring  
310 Nolan St.  
Big Spring, TX 79720

Any notice given pursuant to this Agreement shall be effective as of the date of receipt by registered or certified mail, or overnight delivery, to the address stated in this Agreement, or by hand-delivery to the person named in this paragraph representing the respective party.

#### XVII. Contingency

All obligations of CITY are expressly contingent upon appropriation by the City Council of the City of Big Spring of sufficient, reasonably available funds.

#### XVIII. Assigned Personnel

ENGINEER shall provide experienced and qualified personnel to carry out the work to be performed by ENGINEER under this Agreement and shall be responsible for and in full control of the work of such personnel. ENGINEER shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided and acceptable to CITY, as is evidenced in writing.

#### XIX. Standard of Care

ENGINEER will perform the services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

#### XX. Accessibility—Texas Accessibility Standards

ENGINEER agrees not to discriminate by reason of age, race, religion, sex, color, national origin or condition of disability in the performance of this Agreement. ENGINEER further agrees to comply with the Equal Opportunity Clause as set forth in Executive Order 11246 as amended and to comply with the provisions contained in the Americans with Disability Act, as amended.

#### XXI. Modifications

No modifications to this Agreement shall be enforceable unless agreed to in writing by both parties.

#### XXII. Third Party Obligations

CITY and ENGINEER hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and assigns of such party in respect to all covenants of this Agreement. Neither CITY nor ENGINEER will be obligated or liable to any third party as a result of this Agreement.

#### XXIII. Assignment

ENGINEER will not assign, sublet, or transfer interest in this Agreement without the prior written consent of the CITY.

XXIV. Choice of Law, Forum, and Venue

The law of the State of Texas shall govern this Agreement. The parties consent and submit to the personal jurisdiction of the courts of the State of Texas. Any litigation or other legal proceedings arising out of this Agreement shall be exclusively filed and adjudicated in state courts sitting in Howard County, Texas. Venue for any cause of action shall be in Howard County, Texas.

XXV. Waiver

In no event shall the making by the CITY of any payment to ENGINEER constitute or be construed as a waiver by the CITY of any breach of the Agreement, or any default which may then exist, nor shall it in any way impair or prejudice any right or remedy available to the CITY in respect to such breach or default.

XXVI. Severability

In the event any invalid provision herein contained is held to be invalid by any court of competent jurisdiction, and such was not a controlling or material inducement to the making of this Agreement, the invalid provision shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder.

XXVII. Integrated Agreement

The parties intend this statement of their Agreement to constitute the complete, exclusive, and fully integrated statement of their Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the Parties signs.

EXECUTED and AGREED to as of the dates indicated below:

*Signature page follows:*

ENGINEER:

JACOB MARTIN, LLC

\_\_\_\_\_  
Kirt Hare, P.E., Vice President

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

Attest:

\_\_\_\_\_  
Tal Fillingim, P.E., Vice President

CITY:

THE CITY OF BIG SPRING, TEXAS

\_\_\_\_\_  
Todd Darden, City Manager

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

Attest:

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

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Andrew W. Hagen, City Attorney

**CERTIFICATE OF INSURANCE REQUIREMENTS  
CITY OF BIG SPRING, TEXAS**

**1. General Insurance Conditions**

The following conditions shall apply to all insurance policies obtained by ENGINEER for the purpose of complying with this Agreement.

**1.1. Satisfactory Companies**

Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

**1.2. Named Insureds & Loss Payable Endorsements**

All insurance policies required herein shall be drawn in the name of ENGINEER, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds. For Fire and Extended Coverage on buildings and improvements, all policies shall have loss payable endorsements for both Parties according to their respective interests.

**1.3. Waiver of Subrogation**

ENGINEER shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

**1.4. Certificates of Insurance**

At or before the time of execution of this Agreement, ENGINEER shall furnish City's Finance Director with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days of advance notice in writing of cancellation, non-renewal or material change in the policy, of insurance. In addition, ENGINEER and insurance company shall immediately provide written notice to City's Finance Director upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Finance Director at City Hall, 310 Nolan St., Big Spring, TX 79720.

**1.5. Engineer's Liability**

The procurement of such policy of insurance shall not be construed to be a limitation upon ENGINEER's liability or as a full performance on its part of

the indemnification provisions of this Agreement. ENGINEER's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of ENGINEER to maintain adequate coverage shall not relieve ENGINEER of any contractual responsibility or obligation.

## **2. Types and Amounts of Insurance Required**

ENGINEER shall obtain and continuously maintain in full effect at all times during the term hereof, at ENGINEER's sole expense, insurance coverages as follows with limits not less than those set forth below:

### **2.1 Commercial General Liability**

This policy shall be a comprehensive occurrence-type policy and shall protect the ENGINEER and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the ENGINEER's employees) and damage to property of the City or others arising out of the act of omission of the ENGINEER or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by ENGINEER under the paragraph of this Agreement entitled "Indemnification", including lease liability, completed operations, products, liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment).

Coverage shall be as follows:

\$ 2,000,000.00          General Aggregate

\$ 1,000,000.00          Each Occurrence

### **2.2 Automobile Liability**

This coverage shall protect ENGINEER and the additional insureds, against all claims for injury or property damage associated with use of automobiles, and shall cover all automobiles owned, or otherwise that shall be used by ENGINEER and any of its employees, agents, subcontractors or assigns on City property in connection with the Agreement.

\$ 1,000,000.00          Combined Single Limit

### **2.3 Umbrella Liability**

\$ 2,000,000.00          Each Occurrence

\$ 2,000,000.00      Aggregate

**2.4 Workers' Compensation Coverage:**

State statutory limits

**2.5 Professional Liability**

\$ 1,000,000.00      Per Claim

## **EXHIBIT A**

### **SCOPE OF WORK**

Jacob & Martin, LLC. (ENGINEER) will provide the following project-related engineering/architectural services to the City of Big Spring (CITY), including but not limited to:

**The project scope includes engineering services for design and construction review for sludge processing and disposal improvements at the City's water treatment plant. This project is the design and implementation of the recommended alternative provided during the evaluation phase which includes the following improvements:**

- **Modifications to sedimentation concrete basins**
- **Installation of vacuum type sludge removal system in the sedimentation basins**
- **Installation of inline sludge mixer**

#### **Basic Engineering Services**

##### **A – Design Phase**

1. Prepare detailed specifications, contract drawings and plans for bidding and constructing the sludge collection system in the existing sedimentation basins, in-line static mixer and associated improvements. This phase also includes coordination for bringing the existing centrifuge online.
2. Assist City with permitting as required.
3. Prepare detailed cost estimates, which shall include summaries of bid items and quantities.
4. Furnish Bidding Documents to City for legal review.
5. Finalize Contract Documents incorporating City's comments.

##### **B – Bidding Phase**

1. Assist City in the advertisement for bids.
2. Conduct pre-bid meeting (if requested by City)
3. Answer bidder's questions and issue addenda (if necessary).
4. Assist the City in the opening and tabulation of bids for construction of the project and make recommendations to the City for award of Contract.
5. Assist in the preparation of executed Contract Documents for the construction of the project.

##### **C – Construction Phase**

1. Coordinate Pre-Construction Conference.
2. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
3. Consult and advise the City, issue all instructions to the Contractor requested by the City, and prepare routine field orders and/or change orders as required.

4. Review submittals Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents.
5. Review and recommend Contractor's payment requests.
6. Conduct in company with the City a site visit following substantial completion notice and prepare punch list.
7. Conduct in company with the City a final inspection of the project for conformance with the design concept of the project and compliance with the Contract Documents and approve in writing final payment to the Contractors.
8. Review contract drawings with the assistance of Owner and Contractor to show the work as actually constructed. Furnish two (2) sets of Record Drawings and a digital copy of the Record Drawings to the City.

### **Additional Engineering Services**

- Provide topographic and construction surveying as required.
- Provide materials testing for concrete pours.
- Provide resident inspection at various phases of the project and as requested by the Owner.

### **Compensation Payment Schedule**

Compensation for the Design, Bidding and Construction Phases as described in the Scope of Services shall be at a lump sum price of \$83,100.00. 60% (\$49,860) of the lump sum fee shall be invoiced at the completion of the design and approval of the construction drawings by the City. 10% (\$8,310) of the lump sum fee shall be invoiced after award of the contracts by the City. 20% (\$16,620) shall be invoiced on a monthly basis as the project progresses through construction. The final 10% (\$8,310) shall be invoiced after final completion and closeout of the project.

Compensation for Additional Engineering Services (Surveying, Materials Testing and Inspection) as described above shall be at a time and expense basis per the attached rate schedule with not to exceeds as follows:

- Surveying: Not to Exceed of \$5,000.00
- Materials Testing: Not to Exceed of \$6,000.00
- Inspection: Not to Exceed of \$20,000.00

Fees do not include any required outside review, inspection, or filing fees. Time and expense items including mileage, vehicle, lodging, meal and other incidentals will be charged at the standard rates attached.

### **Expanded Scope**

If the CITY decides to expand the scope of the project following completion of the design phase the ENGINEER and CITY shall execute an amendment to this agreement which defines the

expanded scope and associated additional ENGINEER's design fee for the expanded scope.

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CITY OF  
**Big Spring**

# MEMORANDUM

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Date: June 14, 2022  
To: Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager  
From: Mike Feeley A.A.E., Airport Director  
Re: Proposed Hangar development at McMahon-Wrinkle Airport

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Staff was approached by Mr. Stanley Partee representing Partee Aviation LLC who proposed to develop a new hangar on the west side of McMahon-Wrinkle Airport. Staff has requested that if approved by City Council that the City Attorney draft an unimproved ground lease with mandatory improvements with Partee Aviation LLC for the development of an 8,100 square foot aircraft hangar and associated vehicle parking at McMahon-Wrinkle Airport see the attached Attachment 1 depicting the proposed location of the new hangar. The development will be comprised of approximately 20,000 square feet of unimproved ground (subject to a site survey) at a rate of 0.19 cents per square foot on an annual basis. The proposed development will be subject to Federal Aviation Administration (FAA) review and approval and the lease term will be for 30 years with two 5-year options to renew with Partee Aviation having right to sell or assign their interest in the facility subject to City Council approval.

The City of Big Spring does not currently have a published schedule of rates and charges, although one is being developed. As a result, staff used the aeronautical land lease per square foot rental rate from the 2021 Airport Rates and Charges Survey, developed by KSA and provided by the Texas Department of Transportation. With the City Manager's concurrence staff used the average per square foot rate for a local airport from the study see Attachment 2.

Nex steps: Once the site survey and engineered drawings are provided by Partee Aviation LLC staff will complete FAA Form 7460-1 Notice of Proposed Construction or Alteration requesting authorization for the development of the new hangar. The FAA evaluates the new hangars site location including height of the obstruction to ensure it complies with the Federal Aviation Regulations (FAR) Part 77 surfaces on the airport. Once the FAA approves of the site staff will request that the lease be executed, and the development process will begin.

# Proposed New Hangar Development



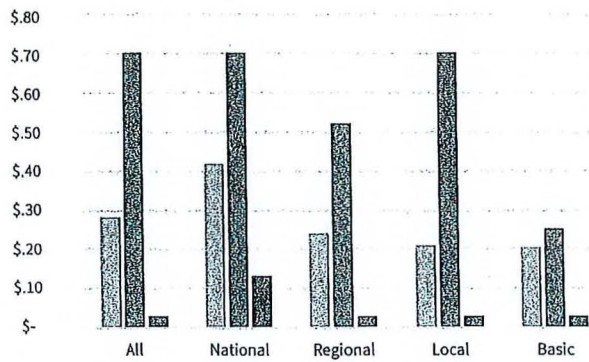
**Legend**

- Proposed New Hangar
- Water Control Valves
- Water Mains

**Texas**  
RATES AND CHARGES



**Aeronautical Land Lease Rate Per Square Foot (\$)**



All	National	Regional	Local	Basic
\$0.27	\$0.42	\$0.26	\$0.19	\$0.20
\$0.70	\$0.70	\$0.52	\$0.70	\$0.24
\$0.05	\$0.15	\$0.06	\$0.06	\$0.05

Average
  High
  Low



*Airport categories not reflecting data indicate no respondents in that category or a blank survey response for the specific question.*