BIG SPRING
TEXAS

CITY COUNCIL REGULAR AGENDA

Tuesday, May 28, 2024

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, May 28, 2024, at 5:30 PM at the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas. **We welcome the public to attend the meeting via telecommunication. Citizens will be able to view the City Council Meeting on Our Local Channel 17 through Suddenlink or on Our Website http://mybigspring.com/224/Channel-17-Live.**

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

Open Session

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

Public Comment

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

4. **Public Comment** — Moore

Announcements, Presentations and Public Hearings

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

5.	Presentation from CRMWD (Colorado River Municipal Water District)	Handout	Cole Walker
6.	Public Hearing - Ambulance Operator's Permit of Allegiance Mobile Health		Holt

City Manager's Report

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

- Update - Large Item Pickup, District 5
- Update - Bert Andries Splash Pad Opening
- Russ McEwen Aquatic Center Opening - June 1st
- Update - Goliad Street
- Update - Handicap Door at the Water Office
- Seeking Grants for a Community Center

Consent Items

8.	Approval of the City Council Minutes of the Regular Meeting of May 14, 2024.	6-12	Davis
9.	Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Directors Minutes for the Regular Meeting of April 16, 2024	13-14	Mark Willis
10.	Acknowledge Receipt of the McMahon-Wrinkle Aviation Advisory Board Minutes for the Regular Meeting of April 18, 2024	15-16	Feeley

Vouchers

11.	Vouchers for 05/17/24	$	844,035.61	Tompkins
	Vouchers for 05/23/24	$	591,967.36	

Bids

12.	**TABLED - Acknowledge Receipt That This Item is No Longer Available.** Consideration and Possible Action on Awarding a Bid for a 9 Ton Deck Crane for the Wastewater Treatment Plant and Authorizing the City Manager or His	17	Medina

	Designee to Execute any Necessary Documents		
13.	Consideration and Possible Action on Awarding a Bid for an Asbestos Abatement at the McMahon-Wrinkle Airpark for Building #42 and Authorizing the City Manager or His Designee to Execute any Necessary Documents	18-19	Medina
14.	Consideration and Possible Action on Awarding a Bid for the Frazier Road Elevated Tank Project at the McMahon-Wrinkle Airpark and Authorizing the City Manager or His Designee to Execute any Necessary Documents	20-21	Feeley
15.	Consideration and Possible Action on Awarding a Bid For Replacing the Doors on Hangar 25 at McMahon-Wrinkle Airport and Authorizing the City Manager or His Designee to Execute any Necessary Documents	22-25	Feeley
16.	Consideration and Possible Action on Awarding a Bid for Window Replacement at City Hall and Authorizing the City Manager or His Designee to Execute any Necessary Documents	26	Medina

New Business

17.	Consideration and Possible Action Authorizing Event Funding Request from CVB for Pops in the Park.	27-36	Lewis
18.	First Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the Utility Fund Budget for the Purpose of Conducting an Inventory of All Service Lines in Response to the Lead Copper Rule Established in 2021 to Meet an October 16, 2024 Deadline; Providing for Severability; Providing for Publication; and Providing an Effective Date.	37-39	Bowles
19.	First Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the Airpark Fund Building Account for the Purpose of Replacing the Hangar Doors at the Hanger 25 Museum; Providing for Severability; Providing for Publication; and Providing an Effective Date.	40-41	Feeley
20.	First Reading of an Ordinance Granting a Partial Ad Valorem Tax Exemption for Tax Year 2024 for the Homestead of any	42-43	Smith

	Married or Unmarried Adult; Finding and Determining That the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; Providing for Severability; Providing for Repeal of Conflicting Ordinances; Providing for Publication; and Providing an Effective Date		
21.	First Reading of an Ordinance Approving a Final Plat of Kentwood Addition (Unit 6), Being a Replat of Lots 11-20, Block 19 and Part of Lot 12, Block 22 of the Kentwood Addition (Unit 2), also Being a 7.248-Acre Tract out of Section 9, Block 32, T-1-S, T & P R.R. Co. Survey, Howard County Texas; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining That the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; and Providing an Effective Date	44-50	Cameron Walker/Darden
22.	First Reading of a Resolution to Authorize the Filing of a Grant Application with the Permian Basin Regional Planning Commission for a Regional Solid Waste Program Grant Authorizing the Director of Public Works to Act on Behalf of the City of Big Spring in All Matters Related to the Application; and Pledging That if a Grant is Received City of Big Spring Will Comply with the Grant Requirements of the Permian Basin Regional Planning Commission, the Texas Commission on Environmental Quality and the State of Legislation; Providing for the Repeal of Conflicting Legislation; Providing for Severability; and Finding and Determining That the Meetings at Which the Resolution were Discussed were Open to the Public as Required by Law; and Establishing an Effective Date.	51-52	Bowles
23.	Consideration and Possible Action Regarding the Purchase of Two Public Utility Easements for Installation of a New Sewer Line in Section 4, Block 33, Township 1 South, T. & P. RR Co. Survey, Authorizing the City Attorney to Modify the Necessary Documents before Execution, and Authorizing the City Manager to Execute the Necessary Documents.	53-71	Bowles
24.	**Boards and Committees** Consideration and Possible Action on the Below Listed Board Members as Follows:		Moore
a.	<u>Planning & Zoning Commission</u> Felix Holguin - Appointment - Dist. Five		Moore
b.	<u>CRMWD Board of Directors</u>		Moore

Dr. John Myers - Reappointment
Mr. Richard Steel - Reappointment

Council Input

25.	Input	Moore

Executive Session

26.	Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meeting Act, Section 551.087, Texas Government Code, "Deliberation Regarding Economic Development Negotiations; Closed Meeting" to Discuss and Deliberate Economic Development Negotiations	Moore
27.	Reconvene into Open Session and Take Any Necessary Action on the Executive Session	Moore
28.	Adjourn	Moore

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

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the City Council and Posted on **Friday, May 24, 2024 at 4:30 p.m.** in accordance with Title 5, Texas Government Code and Chapter 551.

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

Tami L. Davis

Tami L. Davis, City Secretary

THE MEETING FACILITY IS ACCESSIBLE TO DISABLED PERSONS. ANY DISABLED PERSON NEEDING SPECIAL ACCOMMODATION OR A HEARING IMPAIRED PERSON WISHING TO HAVE AN INTERPRETER SHOULD REQUEST SERVICES AT LEAST 48 HOURS PRIOR TO THE SCHEDULED MEETING BY CONTACTINGTAMI DAVIS AT 432-264-2513 OR EMAIL: TDAVIS@MYBIGSPRING.COM.

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

The City Council of the City of Big Spring, Texas, met in a Regular Meeting in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, May 14, 2024, with the following members present in person:

MAYOR PRO TEM TROY TOMPKINS
COUNCIL MEMBER HOMER WILKERSON
COUNCIL MEMBER DANIEL MORENO
COUNCIL MEMBER DIANE YANEZ
MAYOR ROBERT MOORE
COUNCIL MEMBER NICK ORNELAS
COUNCIL MEMBER CODY HUGHES

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
SHANE BOWLES	Public Works Director
CHAD WILLIAMS	Police Chief
JAY HOLT	Fire Chief
MIKE FEELEY	Airpark Director
SANDY SMITH	Finance Director
HAYLEY LEWIS	Community Services Director
TAMI DAVIS	City Secretary
MANDY HAYNES	Municipal Judge

Open Session

Call to Order
Mayor Moore called the City Council Meeting to order at 5:30 p.m.

Invocation
Charles Harrington, First Christian Church, gave the invocation.

Pledge of Allegiance to the United States Flag and to the Texas State Flag
Mayor Moore led the Pledge of Allegiance to the United States Flag and to the Texas State Flag.

Public Comment

Public Comment

One citizen thanked the staff for fixing the street in front of their business.

Election Items

Emergency Reading of a Resolution Canvassing the Returns and Declaring the Results of the General Election Held on the 4th Day of May, 2024, in the City of Big Spring, Texas; Finding and Determining that the Meeting at Which This Resolution was Discussed was Open to the Public as Required by Law; and Declaring an Emergency

Mayor Moore and the Council Members reviewed the canvass returns for District 4 and District 6 as follows:

District 4	
Homer Wilkerson	**331 votes**
Matthew Grayson	**64 votes**
District 6	
Daniel Moreno	**109 votes**
Steven "Boatie" Boatenhamer	**99 votes**

MOTION WAS MADE BY Mayor Pro Tem Ornelas to approve the above captioned resolution declaring Homer Wilkerson for City Council Member District 4 and Daniel Moreno for City Council Member District 6, seconded by Council Member Yanez.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member Tompkins	**5**
NAYS: None	**0**

MOTION PASSED

Recognition of Outgoing Council Member - Maury Smith

Mayor Moore presented a plaque to Council Member Smith and expressed his appreciation for serving on the Council.

Administer the Oath of Office to the Duly Elected Council Members for Districts Two, Four and Six

Judge Haynes administered the oath of office to duly elected Diane Yanez as Council Member District Two, Homer Wilkerson as Council Member District Four and to Daniel Moreno as Council Member District 6 and presented them with a certificate of election.

Election of Mayor Pro Tem

Council Member Hughes nominated Council Member Tompkins to be the next Mayor Pro Tem.

MOTION WAS MADE BY Council Member Hughes to elect Council Member Tompkins as Mayor Pro Tem, seconded by Council Member Wilkerson.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Council Member Tompkins, City Council Member Moreno	**7**
NAYS: None	**0**

MOTION PASSED

Announcements, Presentations and Public Hearings

Open Public Hearings

MOTION WAS MADE BY Mayor Moore to open the below listed public hearings, seconded by Council Member Hughes.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno	**7**
NAYS: None	**0**

MOTION PASSED

PROCLAMATION - National Police Week

Mayor Moore presented a proclamation for National Police Week to Police Chief Chad Williams.

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1600 MAIN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 18 MCDOWELL HEIGHTS 55X140 575 ACQ 09162016 BLK/TRACT 32 1S 0.177 ACRES – OWNER: STEVE GIRBY

The above captioned abatement for the property 1600 Main Street has been taken care of. No action necessary at this time.

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1217 W 3RD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 10-11 BK 2 PRICE 73X130 558 ACQ 040207 BLK/TRACT 2 0.218 ACRES – OWNER: CORINNE CASARES

MOTION WAS MADE BY Council Member Ornelas to abate the above captioned property (1217 W. 3rd St.), seconded by Council Member Yanez.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**
NAYS: None **0**
MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1211 MAIN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 5-6 BK 4 HATHCOCK HEIGHTS 100X140 152 BLK/TRACT 4 0.321 ACRES ACQ 04012021 – OWNER: ALLEN PEARSON

MOTION WAS MADE BY Council Member Ornelas to abate the above captioned property (1211 Main St.), seconded by Council Member Yanez.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**
NAYS: None **0**
MOTION PASSED

Close Public Hearings

MOTION WAS MADE BY Mayor Moore to close the above captioned public hearings, seconded by Mayor Pro Tem Tompkins.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**
NAYS: None **0**
MOTION PASSED

City Manager’s Report

City Manager's report on the following items:

- Large Item Pickup, District 5 - May 15th
- Council Directive on Budget
- Seasonal Jobs
- Bert Andries Splash Pad Opening - May 18th
- Russ McEwen Aquatic Center Opening - June 1st

Todd Darden, City Manager, reported on the above captioned items as follows: Large item pickup for District 5 will be on May 15, 2024; On May 28th will be a council work session for council direction on the budget for 24-25; Seasonal jobs are open for the aquatic center, parks and sports complex; The Bert Andries

Splash Pad will open on May 18, 2024; and the EMS Contract Service is expected to begin no later than June 1st.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of April 23, 2024 and of the Special Meeting of May 7, 2024.

Final Reading of an Ordinance Authorizing Z-24-01, Amending the Big Spring Zoning Ordinance by Rezoning Approximately 7.180 Acres out of Sec 9, Blk 32, T-1-S, T & P R.R. Co. Survey, City of Big Spring, Howard County, Texas From Sf-2, Single-Family Dwelling District to Planned Development for a Housing Development; Providing for Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining That the Meetings at Which the Ordinance Was Discussed Were Open to the Public as Required by Law; and Providing an Effective Date.

Final Reading of an Ordinance Amending Chapter 50 of the Big Spring City Code Entitled "Utilities," Article VIII Entitled "Drought Contingency Plan," Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; and Providing an Effective Date

MOTION WAS MADE BY Council Member Ornelas to approve the above captioned minutes and ordinances, seconded by Council Member Hughes.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

Vouchers

Vouchers for 05/02/24	$	923,325.89
Vouchers for 05/09/24	$	893,134.97

Mayor Pro Tem Tompkins reviewed the above captioned vouchers.

MOTION WAS MADE BY Mayor Pro Tem Tompkins to approve the above captioned vouchers, seconded by Council Member Yanez.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

Bids

Consideration and Possible Action on Awarding a Bid for a 9 Ton Deck Crane for the Wastewater Treatment Plant and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Hughes to table the above captioned bid, seconded by Mayor Pro Tem Tompkins.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

Consideration and Possible Action on Awarding a Bid for an Aircraft Tow Tractor for the Airpark and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Mayor Pro Tem Tompkins to award the above captioned bid to Best Tugs in the amount of $27,483.69, seconded by Council Member Yanez.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

New Business

Consideration and Possible Action on an Agreement with Playground Solutions for an All Ages, All Activities Playground Recommended by the Dora Roberts Rehabilitation Center Board of Directors and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Mayor Pro Tem Tompkins to approve the above captioned agreement, seconded by Council Member Yanez.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

Consideration and Possible Action Authorizing Event Funding Request from CVB for ACES Basketball Event

MOTION WAS MADE BY Council Member Hughes to approve the above captioned event funding, seconded by Council Member Yanez.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**
NAYS: None **0**

MOTION PASSED

Council Input

Input
All Council Members welcomed the two new Council Members and thanked the Law Enforcement
Council Member Wilkerson is excited to be part of council and thanked everyone for who voted
Council Member Moreno is also excited to work with everyone

Adjourn
Mayor Moore adjourned the City Council Meeting at 6:21 p.m.

____
Robert H. Moore III, Mayor

ATTEST:

____
Tami L. Davis, City Secretary

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, April 16, 2024, 5:15 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Tuesday, April 16, 2024, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on April 12, 2024, to Board of Directors, the news media, and duly posted on April 12, 2024, by Teresa Morris in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday, April 16, 2024, at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is Public Comment, Action on Minutes of the March 19, 2024, Regular Meeting, Consideration/Action to Approve February and March Investment Report and Financials, , Executive Session, Action as a Result of Executive Session, Directors Report, Board Comment, and Adjourn".

Directors Present:
Ms. Anna Scott- President
Mr. Kevin Armstrong
Mr. Raul Benavides
Mr. Brent Strande

Directors Absent:
Mr. Cody Williams- Vice President
Mr. Joel De La Garza- Secretary/Treasurer

Staff Present:
Mr. Mark Willis,
Ms. Teresa Morris

Guests that signed in: Nick Cantu

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

AGENDA ITEM #2- Public Comment:
None

AGENDA ITEM #3- Action on Minutes of the March 19, 2024 Regular Meeting:
Ms. Scott presented the Minutes. The motion to accept the Minutes was made by Mr. Armstrong seconded by Mr. Benavides. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #4- Consideration/Action to Approve February and March Investment Report and Financials
Ms. Morris presented the investment report and financials, and Mr. Benavides made a motion to approve seconded by Mr. Strande. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #5- Adjourn into Executive Session in Accordance with Texas Government Code, Section 551.087

Ms. Scott adjourned the Board into Executive Session @ 5:19 pm., April 16, 2024
Ms. Scott called the Executive Session to order at 5:21 pm., April 16, 2024
Ms. Scott adjourned out of executive session at 5:37 pm., April 16, 2024
Ms. Scott reconvened into open session at 5:38 pm., April 16, 2024

AGENDA ITEM #6- Action as a Result of Executive Session:
Motion to authorize the Executive Director to negotiate a contract with ABS Wind USA

was made by Mr. Strande, seconded by Mr. Armstrong. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #7- Directors Report:
Projects: Attorneys for Cross Ell, the City of Big Spring and the EDC continue to work on details to complete the various contracts required for the Crossroads Business Park to move forward. The Big Spring EDC staff is moving forward to close on the property that will expand the Crossroads Business Park, giving the EDC more latitude in providing incentives to get base value established in the coming TIRZ district. The firm the EDC has been in contact with concerning the TIRZ formation at the Crossroads Business Park and has provided a proposal to provide support. The EDC has received the required materials to do a cost-benefit analysis on one of the potential projects at the Airpark, at the request of two Councilmen. EDC staff met with representatives of the Delek refinery and Big Spring Rail to begin discussions on possible transfer of the approximately 17 acres the EDC reserved from the sale of land the EDC owned northeast of the City for a possible rail facility to serve the refinery. The EDC staff have had further discussions with landowners west of the City who are interested in exploring infrastructure extensions. Meetings: The EDC Director and Associate Director attended the Industrial Asset Management Council Spring Forum. The Director did two monthly radio interviews. The Director attended the monthly Airpark Advisory Board meeting. The EDC Director participated in 4 City staff meetings. The EDC Director participated in two City Council meetings. The EDC Director attended one Howard County Commissioner Court meeting to supply the requested input on a project in the County. The Associate Director attended the Chamber of Commerce Business Roundtable monthly meeting. The next Board meeting is tentatively scheduled for May 15th.

AGENDA ITEM #8-Board Comments: None

AGENDA ITEM #9- Adjourn:
Ms. Scott called for a motion to adjourn. The motion to adjourn was made by Mr. Strande, seconded by Mr. Armstrong. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 5:46 pm on April 16, 2024.

Ms. Anna Scott, President

ATTEST:

Mr. Joel De La Garza, Secretary/Treasurer

BIG SPRING
TEXAS

McMahon-Wrinkle Aviation Advisory Board Meeting Minutes
April 18, 2024

The McMahon-Wrinkle Aviation Advisory Board met in Regular Session at 5:30 p.m., on Thursday, April 18, 2024 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Steven Boatenhamer called the meeting to order at 5:30 p.m. with the following members in attendance:

Shane Schaffner   Russ Rutledge

Steven Boatenhamer   Adriel Saldivar

Also in attendance: Mike Feeley Andriana Olvera

Absent: Jonathan Ray Bob Miller

Item # 1
Call to Order
Steven Boatenhamer called the meeting to order at 5:30 p.m.

Item # 2
Review and approve minutes from February 15, 2024 meeting.
Motion to approve made by Russ Rutledge seconded by Shane Schaffner with all members voting "aye" for acceptance of the minutes as written.

Item # 3
Public Comment
There were no public comments at this time.

Item # 4
Airport Director's Report
Mike began with updating the board on the recent C.A.R.E.S. Grant (Corona Virus Aid, Relief, Economic Security) that was given to the airport. The grant was for $30,000.00 with no match and could be used for any previous expenses within the past two years. The city chose to use approximately $20,000.00 to update the furniture in the airport terminal and the rest was used for previous airport expenses. Mike then briefed the board that the terminal now has a customer service clerk at the front desk to staff the counter. This position will be responsible for fuel orders, curtesy car checkout and other duties as needed. The next item that was discussed was the status of the water tower that will be going up on the west side of the airport. Bid opening begins next week and the FAA has already approved the tower at 190 feet tall. Mark Willis with the EDC also had some comments regarding the project. The Hangar 25 door replacement was the

next item discussed. It was decided that they will replace the doors with 100 foot wide metal doors instead of glass to reduce the cost. That project will also go out for bid next Tuesday, May 23rd. Mike then went on to update the board on the future demolitions. The former Webb Airforce Base control tower will be coming down along with the former Webb fire station also known as Ryder Trucking. Both are in bad condition and are a hazard. Mike also discussed the abatement of the former U.S. Flight Academy that will be used by police and fire as a training facility.

Item # 5
Next Meeting Date is May 16, 2024

Adjournment: 7:00 P.M.

Approved by Steven Boatenhamer, Chairman

16 MAY 24
Date

INTEROFFICE MEMORANDUM

Date: May 8, 2024

To: Mayor Robert H. Moore and Big Spring City Council

CC: Todd Darden, City Manager

From: Albert Belez, Purchasing Agent

Subject: Request for Approval – 1- 9 Ton Deck Crane

At the request of the City's Wastewater Treatment Plant, the Purchasing Department sought out pricing and availability for 1 (one) -9-ton deck crane. We received 1 formal quote from Kirby Smith Machinery of Arlington, TX in the amount of $218,455. The submitted quote is a Buyboard Cooperative quote.

Funding

The funds are budgeted in the Utility Fund. This item has an approved budget of $250,000. If approved, the purchase would be $31,545 under budget.

Justification

The Wastewater Treatment Plant needs to crane to pull pumps that are located underground. We currently are having to rent a crane at an additional cost to the city.

Staff Recommendation

Due to the uncertainty in the supply chain, city staff would respectfully request that the Council accept the formal quote from Kirby Smith Machinery and proceed with the purchase. This unit is currently available and could be delivered within a week of ordering.

Corral Environmental Consulting Inc.
Indoor Air Quality – Asbestos – Mold – Lead
inescorral@att.net

P.O. Box 13996
Odessa, TX 79762
Office 432.362.5577
Cell 432.638.4139

May 3, 2024

City of Big Spring
310 Nola Street
Big Spring, Texas 70720

Attn: Mr. John Medina
Assistant City Manager

Re Asbestos Abatement Contractor Recommendation
Airport Industrial Park Building 42 (former firehouse)
Big Spring, Texas
Consultant's No. 2422

Attached is the proposal tabulation sheet for the above referenced project for your review. All contractors have been prequalified based on our project specifications criteria Section 00200-Instruction to Proposers. The project scope of work includes the abatement of all identified asbestos containing materials to accommodate for building demolition.

After reviewing proposals, we recommend 1 Priority Environmental Services perform the asbestos abatement project for the sum of $98,000. We estimate project will take 25-30 days to complete.

We estimate our consulting fees for project design, project management, air monitoring and laboratory analysis at $25,800. Please call if you have any questions.

Thank you,

Ines Corral CIEC
Certified Indoor Environmental Consultant
Teas License 10-5373

PROPOSAL TABULATION

PROJECT: Asbestos Abatment Project **RFB 24-021**
City of Big Spring - Airport Industrial Park Building 42
Project No 2422

Date/Time: May 2, 2024 @3:00 pm
Location: Big Spring City Hall
310 Nolan Street
Big Spring , Texas

Proposer	Advanced Environmental Odessa, TX	RL Abatement Weslaco, TX	Vanco Abatement Midland, TX	1 Priority Environmental Lubbock, TX		
Addenda 1	Yes	Yes	Yes	Yes		
Bid Security	Yes	Yes	Yes	Yes		
Base Proposal - Asbestos	$151,400	$189,700	$128,720	$98,000		
Number of days to complete	28	40	30	25		

May 23, 2024

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

RE: Frazier Road Elevated Tank - Letter of Recommendation for Award Sent: Via Email

Dear Mr. Medina:

On April 30, 2024, the City of Big Spring received bids for the Frazier Road Elevated Tank project. Four bids were received for this project. The bids included alternatives for different sizes and types of elevated storage tanks. A bid tabulation sheet summarizing the bids is included as an attachment to this letter. Based on an evaluation of the bids, the City's budget, and input from City administration it is recommended that the City award the contract based on the bids submitted for the spheroid style tank. The low bids for the various sized spheroid tanks was submitted by Maguire Iron, Inc. out of Sioux Falls, South Dakota. The breakdown of the bids for the various sized spheroid tanks submitted by Macguire Iron is shown in the table below:

Bid Items		Schedule A - Base Bid	Schedule A - Alternate 1	Schedule A - Alternate 2
		250,000 Gallon Spheroid	300,000 Gallon Spheroid	500,000 Gallon Spheroid
Bid Item #	Item Description	Unit Price	Unit Price	Unit Price
1	MOBILIZATION, BONDS, & INSURANCE	$ 75,000	$ 75,000	$ 75,000
2	ELEVATED WATER STORAGE TANK	$ 2,157,300	$ 2,343,000	$ 2,825,000
3	FILL VALVE VAULT	$ 165,000	$ 165,000	$ 165,000
4	SCADA IMPROVEMENTS	$ 85,000	$ 85,000	$ 85,000
TOTAL BID AMOUNT		**$ 2,482,300**	**$ 2,668,000**	**$ 3,150,000**

It is recommended that the contract be awarded to Maguire Iron, Inc. for a total bid of $2,668,000 for Bid Schedule A – Alternate 1, which was submitted for the 300,000-gallon spheroid style elevated tank. Jacob and Martin has evaluated the low bid for conformity with the advertisement for bids and checked the references of the apparent low bidder. If the City Council agrees with the recommendation for award, Jacob and Martin will prepare contract documents for execution by the Contractor and the City. Feel free to contact me if you have any questions.

Sincerely,

Kirt Harle, P.E.
JACOB | MARTIN

JACOB MARTIN
Abilene, Texas

Bid Tabulation

Engineer: Jacob & Martin, LLC
Abilene, Texas

Spheroid Style Tanks

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:

				Maguire Iron, Inc. 1610 N. Minnesota Ave. Sioux Falls, SD 57104		Phoenix Fabricators & Erectors, LLC 182 S. CR 900 E. Avon, IN 46123		Caldwell Tanks, Inc. 400 Tower Rd. Louisville, KY 40219		Landmark Structures Management, LLC 1665 Harmon Rd. Fort Worth, TX 76177	
Item #	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
	TOTAL BASE BID A				**$ 2,482,300.00**		**$ 2,872,841.00**		**$ 3,032,200.00**		**NOT BID**
ALTERNATE BID A											
Item #	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
AA-1		1	LS	$ 2,343,000.00	$ 2,343,000.00	$ 2,720,230.00	$ 2,720,230.00	$ 2,795,200.00	$ 2,795,200.00	NOT BID	NOT BID
AA-2		1	LS	$ 2,825,000.00	$ 2,825,000.00	$ 3,133,006.00	$ 3,133,006.00	$ 3,415,200.00	$ 3,415,200.00	NOT BID	NOT BID

BASE BID B											
Item #	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
	TOTAL BASE BID B				**NOT BID**		**$ 3,584,864.00**		**$ 3,754,600.00**		**$ 3,827,000.00**
ALTERNATE BID B											
Item #	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
BA-1		1	LS	NOT BID	NOT BID	$ 3,364,319.00	$ 3,364,319.00	$ 3,446,100.00	$ 3,446,100.00	$ 3,590,000.00	$ 3,590,000.00
BA-2		1	LS	NOT BID	NOT BID	$ 3,698,645.00	$ 3,698,645.00	$ 3,682,900.00	$ 3,682,900.00	$ 3,756,000.00	$ 3,756,000.00

Composite Style Tanks

CITY OF
Big Spring

MEMORANDUM

Date:	May 28, 2024
To:	Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager
From:	Mike Feeley A.A.E., Airport Director
Re:	Authorization for an award of a bid from WR Construction, Inc. for the replacement of the doors on Hangar 25 at McMahon-Wrinkle Airport

Jacob Martin, our consultant issued a Request for Proposals (RFP) for the replacement of the Hangar 25 Doors on behalf of the city and received bids for that effort on April 30, 2024. Only one (1) entity responded to the solicitation. The respondent was WR Construction, Inc. out of Lubbock, Texas.

The bid schedule included a base bid for uninsulated metal panels and hangar door and an alternate bid for insulated metal panels and hangar door. Staff opted for the insulated metal doors in the alternate bid, which came in initially at $682,192.00. The specifications for the bid were a 100-foot wide bi-fold door and 2.5-inch insulated panels. After reviewing the bid and conferring with the respondent it was determined that the door width at 100 feet would require 3 phase electrical service at the hangar, which was not available. As a result, through our consultant the specifications were changed to an 80-foot-wide door that would only require single phase electrical service and 2.0-inch insulation to reduce the cost of the replacement door project.

The revised cost after those changes resulted in a savings of $135,836 dollars and a total revised bid price of $546,356. Staff budgeted in the current fiscal year $500,000 for the project. Staff has included on this city council agenda a budget amendment moving available resources for capital improvements from one operating account to another to satisfy the additional resources needed for the award of this project.

Staff and our consultant recommend that the city council award the Hangar Door Replacement Project to WR Construction, Inc.

JACOB MARTIN

INTEGRITY
EXCELLENCE
TRUST

May 23, 2024

Mr. Mike Feeley
Airport Director
City of Big Spring
310 Nolan Street
Big Spring, Texas 79720

RE: Airpark Hangar 25 Door Replacement - Letter of Recommendation for Award Sent: Via Email

Dear Mr. Feeley:

On April 30, 2024, the City of Big Spring received bids for the Airpark Hangar 25 Door Replacement project. One bid was received for this project submitted by WR Construction, Inc. out of Lubbock Texas. A bid tabulation sheet summarizing the bid is included as an attachment to this letter. The bid schedule included a base bid for uninsulated metal panels and hangar door and an alternate bid for insulated metal panels and hangar door. The alternate bid with insulated metal panels and hangar door was the option most desirable for the City. However, the alternate bid was considerably higher than the budget for the project. Therefore, Jacob & Martin worked with WR Construction to determine potential cost savings for the alternate bid. Based on discussions with City administration and WR Construction it was decided that the hangar door width could be reduced from 100' to 80' and the insulation thickness for the metal paneling could be reduced from 2.5" to 2". These two changes would result in a cost reduction of $135,836.00.

It is recommended that the contract be awarded to WR Construction, Inc. for a total alternate bid of $682,192.00, and it is recommended that the City execute a change order for $135,836.00 to reduce the contract amount to $546,356.00. Jacob and Martin has evaluated the low bid for conformity with the advertisement for bids and checked the references of the apparent low bidder. If the City Council agrees with the recommendation for award, Jacob and Martin will prepare contract documents for execution by the Contractor and the City. Feel free to contact me if you have any questions.

Sincerely,

Kirt Harle, P.E.
JACOB | MARTIN

info@jacobmartin.com
www.jacobmartin.com

3465 Curry Lane
Abilene, TX 79606
325.695.1070

1508 Santa Fe, Suite 203
Weatherford, TX 76086
817.594.9880

4920 S. Loop 289, Suite 104
Lubbock, TX 79414
806.368.6375

TBPE Firm #: 2448 | TBPELS Firm #: 10194493 - Abilene | TBPELS Firm #: 10194590 - Weatherford | TBAE Firm #: BR 2261

City of Big Spring
Hangar 25 Door Replacement
Bid Date: April 30, 2024
JM Project Number: 21694
Local

JACOB MARTIN
Abilene, Texas

Bid Tabulation

Engineer: Jacob & Martin, LLC
Abilene, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:	WR Construction, Inc. 5912 CR 6300 Lubbock, TX 79416

Item #	Item Description	Quantity	Unit	Unit Price	Total
	TOTAL BASE BID				$ 534,670.00

ALTERNATE BID

Item #	Item Description	Quantity	Unit	Unit Price	Total
	TOTAL ALTERNATE BID				$ 682,192.00

BIG SPRING TEXAS

JACOB MARTIN

CONTRACT CHANGE ORDER
NO. 1

CONTRACT FOR: Hangar 25 Door Replacement	Date:5-28-24	
OWNER: City of Big Spring		
CONTRACTOR: WR Construction, Inc.		
YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS AND SPECIFICATIONS.		

BID ITEM DESCRIPTION OF CHANGES	DECREASE IN PRICE	INCREASE IN PRICE
Reduce the width of the hangar door from 100' to 80' for a total cost reduction of $51,000.	($51,000.00)	
Reduce the thickness of the insulated metal panels from 2.5" to 2" for a total cost reduction of $22,000.	($22,000.00)	
Reduce electrical scope to use existing service for smaller door for a total cost reduction of $52,836.	($52,836.00)	
Eliminate Oncor's fee for new service for a total cost reduction of $10,000.	($10,000.00)	
TOTAL CHANGES IN CONTRACT PRICE:	($135,836.00)	
NET CHANGE IN CONTRACT PRICE:	($135,836.00)	

REMARKS: The contractor offered the above cost reductions for reducing the width of the hangar door from 100' to 80' and reducing the thickness of the insulated metal panels from 2.5" to 2".

The Amount of the Contract will be Decreased by the Sum of One Hundred Thirty-Five Thousand Eight Hundred Thirty-Six and 00/100 ($135,836.00).

The Contract Total including this, and previous Change Orders will be: Five Hundred Forty-Six Thousand Three Hundred Fifty-Six and 00/100 ($546,356.00)

No additional days will be added to the Contract Period for delivery and installation of the items included in scope outlined above for this change order.

This Document will become a supplement to the Contract and all provisions will apply hereto.

Accepted: ______________________________ (Contractor) Date: ____________
WR Construction, Inc.

Recommended: ______________________________ (Engineer) Date: ____________
Jacob & Martin, LLC

Requested: ______________________________ (Owner) Date: ____________
City of Big Spring

INTEROFFICE MEMORANDUM

Date: May 23, 2024

To: Mayor Robert H. Moore and Big Spring City Council

CC: Todd Darden, City Manager

From: Albert Belez, Purchasing Agent

Subject: Request for Approval – Award City Hall Window Replacement (Bid No. 24-019)

At the request of the City Hall staff, the Purchasing Department requested formal bids for the replacement of approximately 82 windows at City Hall. The Purchasing Department received 3 (three) formal bids. A bid tabulation has been formulated and is attached to assist you in the decision-making process.

The funds are budgeted in the General Fund. This item has an approved budget of $200,000. If approved, the purchase would be $15,648 under budget.

Over time, the windows at City Hall have had much wear. The last time the windows were replaced was 29 years ago in 1995. There are currently several areas in City Hall that have had water leaks around the windows causing interior wall damage. The installation of new windows reduces further building deterioration in addition to saving money by improving our energy efficiency and reducing the need for costly repairs.

At this time, City staff respectfully requests that City Council accept the formal bid from PK Construction to proceed with the project. The bid submitted by PK Construction is $307,648 lower than the highest bid submitted and $49,300 lower than the second lowest bid submitted.

City Hall Window Replacement Bid Tabulation / RFB 24-019

Company	Location	Bid Amount
PK Construction	Seminole, TX	$184,352
Time Key Construction	Kansas City, MO	$233,652
Century Construction	Austin, TX	$492,000

BIG SPRING
TEXAS

COMMUNITY SERVICES MEMORANDUM

Date: 05/28/2024

To: Mayor and City Council
Todd Darden, City Manager

From: Hayley Lewis, Community Services Director

Subject: Event Funding Request

We are respectfully requesting City Council approve the staff recommendation of $1,000 for event funding for Pops in the Park hosted by the Pops in the Park Committee at the Comanche Trail Amphitheater on July 3, 2024. This event has been held in Big Spring for over 26 years and expects around 3500 people in attendance each year. This is their third year to request event funding.

This event meets the stipulations required by THLA to receive HOT funds and will be funded by the Convention and Visitors Bureau Event Funding budget.

If approved, the event funding budget will have a balance of $57,700 for the remainder of the fiscal year.

CVB Event Funding - Cover Sheet

Event:	Pops in the Park
Event Date:	7/3/2022
Sponsoring Organization:	Pops in the Park Committee
Amount Requested:	$2,500.00
Staff Recommendation:	
Action:	
Estimated Hotel Rooms:	5
Hotel Rooms Previous:	5

5 Year Requests

Date Requested	Event Date	$ Funded	Date Approved	Follow-up	Hotel Rooms
6/24/2012	7/3/2015	$12,500.00	7/1/2015	11/20/2015	40
6/10/2022	7/3/2022	$3,000.00		12/1/2022	5

Application

Date: May 16, 2024

Organization Information

Name of Organization: Big Spring Chamber of Commerce Charitable Trust #1-Pops in the Park

Address: 215 West 3rd Street

City, State, Zip: Big Spring, TX 79720

Contact Name: Manny Negron Contact Phone Number: 432-816-9464

Contact Email: manuel_the2nd@yahoo.com

Second Contact Name: Debbye ValVerde Second Contact Email: debbyev@bigspringchamber.com

Second Contact Phone Number: 432-263-7641

Web Site Address for Event or Sponsoring Entity ______

Non-Profit or For-Profit status: non-profit Tax ID #: 75-6440949

Purpose of your organization:

The purpose of Pops in the Park is to provide our community an opportunity to honor those in our military that active and retired. It is also a time where our community can come together to celebrate our independence.

Event Information

Name of Event Pops in the Park

Date of Event July 3, 2024

Primary Location of Event: Comanche Trail Park Amphitheater

THLA Event Funding Formula:

# of Hotel Rooms 5 **X $150(amount per room)=$** 750 **X %50 of Hotel Revenue=**

$375

Outside of Howard County Advertising: $ 625

Total Amount Requested: $ 2500.00

How will the funds be used:
Funds will be used to help pay for the fireworks, symphony and sound.

Description of Activities Planned (include schedule of events, samples of posters, flyers, ads, etc.) The Big Spring Symphony & Chorus will be performing a set of patriotic tunes, after the intermission the Symphony and Fireworks will do a 20+ minute synced set together to close out the night. Vendors will be selling novelty items and food at the top of the amphitheater.

Questions for All Funding Request Categories:

1. How many years have you held this Event 26

2. Expected Attendance: 3000-3500

3. How many people attending the Event will use Big Spring hotels? 5-10

Number of nights the visitors will stay (approximate): 1-2

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

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

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? ask those from out of town

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

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

There will not be an admission fee.

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

Local:	Out of Area:
Newspaper: Big Spring Herald	
Radio: KBEST & Big Spring Radio (KBYG)	
Tv:	
Other Paid Advertising:	

Number of Press Releases to Media 3
Number Direct Mailings to out-of-town recipients _____
Other Promotions ______________________________

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

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event? Also include any marketing outside of Howard County.
We will be promoting the hotels in the Big Spring on our Facebook page to get people to stay in a hotel when they come for Pops in the Park

This event is: X Regional ___ Statewide ___ National ___International

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

1. Heads in Beds?
   a. Yes b. No

__ Convention Centers/Visitor Information Center __Registration of Convention Delegates
__ Advertising X Promotions of Arts __Historical Restoration or Preservation __Sporting Events
__Transportation __ Signage

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

Manny Negron
Signature

05/16/24
Date

Manny Negron
Printed Name

Pre Event

REVENUE:

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

Please list all sponsors individually

	Projected	
Vendor Booth Fees	4500	
Sponsorships	26,000	
Total Projected Revenue	$ 30,500	$

EXPENSES:

Equipment Rental	10,000	
Fireworks	25,000	
Big Spring Symphony and Chorus	18,000	
Office and misc expenses	150	
Total Projected Expenses	$ 53,150	$

Projected Profit (Loss)	$	$

POPS in the Park

SPONSORSHIP OPPORTUNITIES

EXCLUSIVE SPONSORSHIP

All Exclusive Sponsorship will include:
exclusive sponsor branding, logo rotated in the slide show, 8 Sponsor Highlight Facebook posts, print/radio/social media recognition, Sponsor highlight during intermission and special recognition at Pops in the Park

EVENT SPONSORSHIP

BRANDING SPONSOR includes logo rotated in the slide show, 8 Sponsor Highlight Facebook posts, print/radio/social media recognition and recognition at Pops in the Park

POPS PRESENTER includes logo rotated in the slide show, 6 Sponsor Highlight Facebook posts, print/radio/social media recognition and recognition at Pops in the Park

PATRIOT SPONSOR includes logo rotated in the slide show, 4 Sponsor Highlight Facebook posts, print/radio/social media recognition and recognition at Pops in the Park

STARS & STRIPES SPONSOR includes logo rotated in the slide show, 3 Sponsor Highlight Facebook posts, print/radio/social media recognition.

ROCKET SPONSOR includes logo rotated in the slide show, 2 Sponsor Highlight Facebook posts, radio & social media recognition.

SPARKLERS SPONSOR 1 Sponsor Highlight Facebook post, social media recognition

POPS in the Park

SPONSORSHIP OPPORTUNITIES

EXCLUSIVE SPONSORSHIP

FIREWORK SPONSOR................................$25,000
SYMPHONY SPONSOR..............................$15,000
SOUND & STAGE SPONSOR......................$10,000
FLYOVER SPONSOR.................................$2,500
CHORUS SPONSOR..................................$2,000
INTERMISSION SPONSOR..........................$2,000

EVENT SPONSORSHIP

BRANDING SPONSOR............................... $25,000
POPS PRESENTER.................................... $10,000-$24,999
PATRIOT SPONSOR...................................$ 5,000-$ 9,999
STARS & STRIPES SPONSOR......................$ 2,500-$ 4,999
ROCKET SPONSOR.................................... $ 1,000-$ 2,499
SPARKLERS SPONSOR............................... $ 50-$ 999

Event Funding December 12, 2023

Event	Hotel Rooms	$150	50% of Hotel Revenue	Advertising	Total	Requesting	Staff Recommendation
Pops in the Park	5	$750.00	$375.00	$625.00	$1,000.00	$2,500.00	**$1,000.00**

Event Funding:	**Advertising:**	**$1,000.00**
$375.00	$625.00	

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

Event	Received	Event Date	Decision Date	Requested	Total Amount Approved	Event Funding	Advertising	Follow Up	Hotel Rooms
Oktoberfest	9/27/2023	10/27/2023	10/10/2023	$13,000.00	$12,800.00	$7,800.00	$5,000.00		
Together Trail Race	11/14/2023	2/17/2024	12/11/2023	$2,475.00	$1,000.00	$325.00	$675.00		
ACES Basketball Event	5/1/2024	6/20-23/2024	5/14/2024	$8,500.00	$2,500.00	$1,500.00	$1,000.00		
Pops in the Park	5/20/2024	7/3/2024	5/28/2024	$2,500.00					
				$15,475.00	$16,300.00	$8,125.00	$5,675.00		

Totals:	
2023-2024 Event Funding Budget	$75,000.00
Total Funded YTD	$16,300.00
Available Balance	$58,700.00
Requested This Month	$2,500.00
Pending Balance	$56,200.00
Staff Recommendation	$1,000.00
Pending Balance using Staff Recommendation	$57,700.00

Potential Events	Received	Event date	Amount Funded	Hotel Rooms
Texas Junior Disc Open	2/2/2023	6/24-25/2023	$3,750.00	50
Southwest Hoops Big Spring Classic	3/3/2023	04/21-23 & 05/19-21/2023	$12,000.00	280
Howard College Basketball Classic	9/12/2023	12/1-2/2023	$4,500.00	26
A Joyful Season	10/26/2021	4/30-5/1/2022 & 11/5-6/2022	$2,500.00	40
			$22,750.00	

BIG SPRING
TEXAS

MEMORANDUM

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council

CC: Todd Darden, City Manager

From: Shane Bowles, Public Works Director

Date: Tuesday, May 21, 2024

Subject: Lead and Copper Service Line Inventory

Action Requested: Budget Amendment for Lead and Copper Service Lines

Background Information: Unfunded Mandate

Financial Considerations:

Expenditure amount requested:	$450,000
What fund/department account will this amount be drawn from?	Water Enterprise 405
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	Yes
Does this commit the City to spending funds beyond the current fiscal year? Explain.	N/A

Vendor Bids/Quotations: We received one bid from Core and Main for $395,880

Staff Opinion as to Feasibility and Timeline: This is to be completed by mid-October as the mandates spell out for all municipalities.

Staff recommendation: It is our recommendation to approve this budget amendment for the lead and copper service line audit. We are asking for $450,00o to pay for additional engineering services as well as GIS support for the project to inventory all meters in our system as we are checking service line materials.

ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 049-2023 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 BY INCREASING THE UTILITY FUND BUDGET FOR THE PURPOSE OF CONDUCTING AN INVENTORY OF ALL SERVICE LINES IN RESPONSE TO THE LEAD COPPER RULE ESTABLISHED IN 2021 TO MEET AN OCTOBER 16, 2024 DEADLINE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2023-24 budget for the City of Big Spring, Texas on September 26, 2023 ("Budget"); and

WHEREAS the City Manager and the Finance Director recommend that the City Council increase the Utility Fund budgeted expenditures and amend the Budget previously approved;

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

SECTION 1. The Utility Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 is hereby increased by the amount of $450,000.00 to account 405-021-710-5521-001, for the purpose of conducting an inventory of all service line in response to the Lead Copper Rule established in 2021 for an October 16, 2024 deadline. The net increase will be funded through the fund balance.

SECTION 2. The remaining portions of Ordinance Number 049-2023 shall remain in full force and effect.

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

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

SECTION 5. The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **28th** day of **May, 2024** with all members of the Council present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **11th** day of **June, 2024** with all members of the Council present voting "aye" for the passage of same.

____
Robert H. Moore III, Mayor

ATTEST:

____
Tami L. Davis, City Secretary

ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 049-2023 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 BY INCREASING THE AIRPARK FUND BUILDING ACCOUNT FOR THE PURPOSE OF REPLACING THE HANGAR DOOR AT THE HANGER 25 MUSEUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2023-24 budget for the City of Big Spring, Texas on September 26, 2023 ("Budget"); and

WHEREAS the City Manager and the Finance Director recommend that the City Council increase the Airpark Fund budgeted expenditures and amend the Budget previously approved;

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

SECTION 1. The Airpark Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 is hereby increasing account 410-021-610-6200-000 by $60,000.00 for the purpose of replacing the hangar doors at the Hangar 25 Museum, and decreasing account 410-021-610-6401-000 by the same amount.

SECTION 2. The remaining portions of Ordinance Number 049-2023 shall remain in full force and effect.

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

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

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____
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 2024 FOR THE HOMESTEAD OF ANY MARRIED OR UNMARRIED ADULT; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS the City Council finds that it would be in the best interest of the public welfare for the City Council to grant the residence homestead exemptions provided in Article 8, Section 1-b of the Texas Constitution and §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 2023. However, as provided in said constitutional provision, the amount of the exemption authorized pursuant to this section may not be less than Five Thousand Dollars ($5,000.00) unless the legislature by general law prescribes other monetary restrictions on the amount of this exemption. Also, as prescribed in said constitutional provisions, an eligible adult is entitled to receive other applicable exemptions provided by law. Further, as provided in said constitution provision, where ad valorem tax has previously been pledged for the payment of debt, the City of Big Spring may continue to levy and collect the tax against the value of the homesteads exempted under this section until the debt is discharged if the cessation of the levy would impair the obligation of the contract by which the debt was created.

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

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

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **28th** day of **May** **2024**, 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 **11th** day of **June** **2024**, with all members present voting "aye" for passage of same.

____
Robert H. Moore, III, Mayor

ATTEST:

____
Tami L. Davis, City Secretary

Memo

Meeting Date: May 28, 2024

To: City Council

From: Cameron Walker, Contract Planner

Subject: Conditional approval of a final plat of Kentwood Addition (Unit 6), being a replat of Lots 11-20, Block 19 and Lots 1-11, and part of Lot 12, Block 22 of the Kentwood Addition (Unit 2), also being a 7.248-acre tract out of Section 9, Block 32, T-1-S, T&P RR. Co Survey, Howard County Texas.

Location: Generally located on the south side of McDonald Drive east of Shirley Drive.

Contact: Cameron Walker, Contract Planner, 432-349-5102

Analysis:

The property was platted previously as a portion of Kentwood Addition (Unit 2). It is now being replatted into twenty-eight residential lots for new housing.

The plat meets all the City's subdivision regulations, except that the majority of lots are smaller than the minimum lot size required under the current zoning of SF-2, Single-Family Dwelling District. As such, it cannot be approved *and recorded* until the zoning is approved by the City Council. The Commission will act on the proposed zone change at the April 16th meeting. If the developer's proposal to rezone the property is recommended for approval then it will be appropriate for the Commission to consider recommending conditional approval of the plat. The City Council has final authority over both the zoning and the plat. Public improvements including water lines, sewer lines, fire hydrants, street paving including curb and gutter will be installed or are currently being completed.

Staff recommends approval of the conditional final plat of Kentwood Addition (Unit 6).

Attachments: Plat

CITY OF BIG SPRING

Department of Public Works

FINAL PLAT APPLICATION

I. APPLICATION

Application is hereby made to the Big Spring Planning and Zoning Commission for approval of the following final plat:

1. Proposed Title of Final Plat: Kentwood Addition Unit #6
2. Legal Description of Plat (or see attached metes and bounds *on the accompanying CD*)

3. Owner Information:
   B & W Joint Venture (Name) — 432-213-1357 (Phone)
   701 E. 2nd Street (Address) — Big Spring, Texas 79720 (City, State, Zip)
4. Developer Information (if different from 3 above)
   (Name) — (Phone)
   (Address) — (City, State, Zip)
5. Representative Information:
   Steve Wolf (Name) — 432-213-1357 (Phone)
   701 E. 2nd Street (Address) — Big Spring, Texas 79720 (City, State, Zip)

II. SHORT FORM REQUEST

This is__ is not__ a request for the short form procedure. Submission of final plat for short form procedure shall occur at least fourteen (18) days prior to the scheduled Planning and Zoning Commission meeting.

III. FEES

Application Fee: One hundred fifty dollars ($200.00) [plats with four (4) or less lots one hundred and fifty dollars ($150.00)] for all subdivisions of fifty acres or less and one dollar ($1.00) for each acre or portion thereof, up to a maximum fee of two hundred fifty dollars ($300.00) for all subdivisions larger than fifty acres. Two hundred dollars ($250.00) for a residential replat.

$ 200.00

Recording Fee: Thirty dollars ($30.00) for plats which do not exceed 18" in the lesser dimension or 24" in the greater dimension or

$ 72.00

Thirty-five dollars ($35.00) for plats which exceed either dimension specified above.

$ ____

TOTAL $ 272.00

IV. SUBMISSION INFORMATION

Submittal Deadline: Minimum 10 days (18 days for short form procedure, 18 days for plats requiring a public hearing) prior to the Planning Commission meeting at which action is desired. The Planning Commission generally meets on the first Tuesday of each month.

(Check items if submitted with this application form.)

		Rec'd By/Date For Office Use Only
1. Number of Copies: 18 prints and 1 original	_____	____/____
2. Performance Bond/Letter of Credit	_____	____/____
3. Tax Certificate	_____	____/____
4. Title Opinion	_____	____/____
5. Drainage plan submitted to Public Works Dept.	_____	____/____
6. Digital file or Conversion Fee ($50.00)	_____	____/____

This application authorizes the City Secretary to file the plat with the County Clerk for recording following approval. This application shall also authorize the filing of the associated documents which are approved by the Planning and Zoning Commission or City Council and shall authorize the City of Big Spring to reproduce from the plat, at the expense of the applicant, three film positives, sixteen direct prints for the City of Big Spring record files, and one direct print for each utility company franchised to provide service within the City of Big Spring. One additional film positive may be requested by the engineering firm at its expense.

ENGINEER: PLEASE INDICATE WHETHER YOU DESIRE A FILM POSITIVE ___YES ___NO
OR SEPIA___YES ___NO

The Final Plat shall be considered officially filed **only** when it has been received in the Public Works Office in **full compliance** with the provisions of the Subdivisions Regulations of the City of Big Spring.

NOTE: If property owner is to be represented by an authorized agent and said agent files and executes the application on behalf of the property owner, the agent should print the property owner's name and his own on the lines provided on page 1 and complete the affidavit below. *All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Big Spring.*

B+W Joint Venture 3-28-24 By: [signature]
(PROPERTY OWNER) (DATE) (If applicable - see note)

STATE of TEXAS
COUNTY OF HOWARD

Before me, the undersigned authority, on this day personally appeared ______________________ who, being by me duly sworn, upon oath says: That he is authorized by ______________________, the owner of the above described property, to fully represent him in this application and that he has the legal right, power and authority to sign said owner's name hereto as his attorney in fact.

____
(Signature of Affiant)

Subscribed and sworn to before me, by the said ______________________, this _____ day of _________,20__.
which witness my hand and seal of office

FOR OFFICE USE ONLY
Rec'd BY: _____ DATE: _______
RES REPLAT: YES _____ NO_____
ASSIGNED: ______________
FOR: _________ ON: _________

____
Notary Public, Midland County, Texas

****Application will not be considered for scheduling until reviewed by the Director of Public Works.****

ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS APPROVING A FINAL PLAT OF KENTWOOD ADDITION (UNIT 6), BEING A REPLAT OF LOTS 11-20, BLOCK 19 AND PART OF LOT 12, BLOCK 22 OF THE KENTWOOD ADDITION (UNIT 2), ALSO BEING A 7.248-ACRE TRACT OUT OF SECTION 9, BLOCK 32, T-1-S, T & P R.R. CO. SURVEY, HOWARD COUNTY TEXAS; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission held public hearings during regular meetings on April 16, 2024 and gave its approval of the conditional Final Plat of said 7.248 acres;

WHEREAS, it was determined by the Planning and Zoning Commission that approval and recording of the Final Plat for the 7.248-acre tract was subject to approval by the City Council of Big Spring of a Rezone of the tract;

WHEREAS, the City Council of the City of Big Spring held a public hearing during a duly noticed regular meeting on April 23, 2024 and passed on first reading the Ordinance Authorizing Z-24-01, Amending the Big Spring Zoning Ordinance by Rezoning Approximately 7.180 Acres out of Sec 9, Blk 32, T-1-S, T & P R.R. Co. Survey, City of Big Spring, Howard County, Texas from SF-2, Single-Family Dwelling District to Planned Development for a Housing Development;

WHEREAS, the City Council of the City of Big Spring held a public hearing during a duly noticed regular meeting on May 14, 2024 and passed on final reading the Ordinance Authorizing Z-24-01, Amending the Big Spring Zoning Ordinance by Rezoning Approximately 7.180 Acres out of Sec 9, Blk 32, T-1-S, T & P R.R. Co. Survey, City of Big Spring, Howard County, Texas from SF-2, Single-Family Dwelling District to Planned Development for a Housing Development; and

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

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

SECTION 1. The Final Plat of the approximately 7.248-acre tract out of Section 9, Block 32, T-1-S, T & P R.R. Co. Survey of Howard County in the City of Big Spring, Howard County, Texas, attached hereto as Exhibit "A," is hereby approved.

SECTION 2. All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict.

SECTION 3. Should any one or more sections or clauses of this Ordinance be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

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

SECTION 5. This Ordinance is ordered to be codified.

SECTION 6. This Ordinance shall become effective upon its second publication according to law.

SECTION 7. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **28th** day of **May, 2024** with all members of the Council voting "aye" for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **11th** day of **June, 2024** with all members of the Council voting "aye" for the passage of same.

____
Robert H. Moore III, Mayor

ATTEST:

____
Tami L. Davis, City Secretary

A FINAL PLAT OF
KENTWOOD ADDITION UNIT NO. 6
BEING A REPLAT OF LOT NOS. 11–20, BLOCK 19 AND LOT NOS. 1–11 & PART OF 12, BLOCK 22 OF KENTWOOD ADDITION UNIT NO. 2, CITY OF BIG SPRING, HOWARD COUNTY, TEXAS

DEVELOPER/SUBDIVIDER:
BIG SPRING LAND, LP
P.O. BOX 3428
BIG SPRING, TEXAS 79721

NORTH

GRAPHIC SCALE 1"=100'

100 0 100 200

VICINITY MAP
(1"=2000')

LEGEND

	SUBDIVISION BOUNDARY
	ADJACENT PROPERTY
	PROPOSED LOT LINES
	PROP. STREET R.O.W.
	EXIST. STREET R.O.W.
	PROP. STREET CENTERLINE
	PROP. UTILITY EASEMENTS
	EXIST. UTILITY EASEMENTS
○	SET 1/2 INCH REBAR ROD WITH PLASTIC CAP STAMPED "J&M BOUNDARY"
⊗	SET MAGNAIL WITH METAL WASHER
●	FOUND 1/2 INCH REBAR ROD (UNLESS OTHERWISER NOTED)
▫	FOUND STEEL PIPE
D.E. =	DRAINAGE EASEMENTS
U.E. =	UTILITY EASEMENTS
S.L.E. =	STREET LIGHT EASEMENTS
P.R. =	PLAT RECORDS, HOWARD CO., TEXAS
D.R. =	DEED RECORDS, HOWARD CO., TEXAS
O.P.R. =	OFFICIAL PUBLIC RECORDS, HOWARD CO., TEXAS

METES & BOUNDS DESCRIPTION:

BEING a **7.248-acre** tract of land which includes all of Lot Nos. 11-20, Block 19, and all of Lot Nos. 1-11 and a northerly portion of Lot No. 12, Block 22, KENTWOOD Unit 2, an addition to the City of Big Spring, Howard County, Texas as shown on the plat of said addition recorded in Envelope 61B, Plat Records, Howard County, Texas, and further, said 7.248 acres includes the adjacent portions of McDonald Drive, Joshua Drive, Merrily Drive and it's easterly extension, and the alley adjacent to the easterly boundary lines of said Lots 1-11 and northerly portion of Lot No. 12, Block 22; said 7.248-acre tract being more particularly described in metes and bounds as follows:

BEGINNING at a set 1/2-inch rebar rod with cap stamped "J&M BOUNDARY" (replacing a found and bent 1/2-inch rebar rod) in the northerly right-of-way line of Merrily Drive (60' width), said point of beginning being the southeast corner of KENTWOOD Unit 5, an addition to said City of Big Spring, Texas as shown on the plat of said addition recorded in Envelope 213A, Plat Records, Howard County, Texas, and being the southwest corner of said Block 19, KENTWOOD Unit 2;

THENCE North 11°41'46" West 229.02 feet to a set 1/2-inch rebar rod with cap stamped "J&M BOUNDARY" (henceforth referred to as a SET REBAR) marking the beginning of a non-tangent curve to the right having a radius of 2085.00 feet, an arc length of 629.55 feet, a delta angle of 17°18'00" and subtended by a chord with bearing and distance of N08°35'03"W 627.16 feet;

THENCE in a northerly direction along said curve to the right, at 549.70 feet pass the south right-of-way line of McDonald Drive, and continuing **the total arc length of 629.55 feet** to a SET REBAR (replacing a found and bent metal pipe) in the north right-of-way line of McDonald Drive marking the northwest corner of this described tract, the northeast corner of said KENTWOOD Unit 5, and the southwest corner of Lot No. 21, Block 20 of said KENTWOOD Unit 2;

THENCE North 88°52'46" East, at 130.00 feet pass the southeast corner of said Lot No. 20 in the west right-of-way line of Joshua Drive, at 190.00 feet pass the east right-of-way line of Joshua Drive and the southwest corner of Lot No. 21, Block 21 of said KENTWOOD Unit 2, and continuing a total distance of 221.71 feet to a found spike nail marking the beginning of a non-tangent curve to the left having a radius of 3950.00 feet, an arc length of 143.33 feet, a delta angle of 02°04'44" and subtended by a chord with bearing and distance of N88°08'05"E 143.32 feet;

THENCE in an easterly direction along said north right-of-way line and curve to the left and the south line of said Lot No. 21, Block 21, at 123.33 feet pass the southeast corner of said Lot No. 21, Block 21 being in the west right-of-way line of a 20-foot wide alley, and continuing said total arc length of 143.33 feet to a found 1/2-inch rebar rod marking the southwest corner of Lot No. 22 of said Block 21, same being the northeast corner of this 7.248-acre tract, and the beginning of a non-tangent curve to the left having a radius of 3950.00 feet, an arc length of 695.45 feet, a delta angle of 10°05'16" and subtended by a chord with bearing and distance of S08°27'43"E 694.55 feet;

THENCE in a southerly direction along said non-tangent curve to the left, at 80.00 feet pass the south right-of-way line of said McDonald Drive, a found 1/2-inch rebar rod marking the northwest corner of Lot 40 of said Block 22, and the northeast corner of a 20 feet wide alley, and continuing along the easterly right-of-way line of said alley said **total arc length of 695.45 feet** to a SET REBAR marking the end of said curve to the left, same being the beginning of a non-tangent curve to the right having a radius of 2385.00 feet, an arc length of 167.53 feet, a delta angle of 04°01'28" and subtended by a chord with bearing and distance of S13°14'01"E 167.49 feet;

THENCE in a southeasterly direction along said curve to the right and continuing along said easterly alley right-of-way line, said arc length of 167.53 feet to a SET REBAR marking the end of said curve;

THENCE South 78° 03' 32" West, at 20.00 feet pass the west line of said 20-foot wide alley and the easterly line of Lot No. 12 of said Block 22, and continuing over and across said Lot No. 12 a **total distance of 210.14 feet** to a SET REBAR marking the intersection of the south right-of-way line of said Merrily Drive and the westerly right-of-way line of Joshua Drive, same being the northeast corner of Block 14 of said KENTWOOD Unit 2 and the beginning of a non-tangent curve to the left with radius of 2175.00 feet, an arc length of 60.00 feet, a delta angle of 01°34'51" and subtended by a chord with bearing and distance of N11°57'18"W 60.00 feet;

THENCE in a northwesterly direction along said curve to the left being an extension of said westerly right-of-way line of said Joshua Drive, an arc length of 60.00 feet to a SET REBAR marking the intersection of said westerly right-of-way line of Joshua Drive and said northerly right-of-way line of Merrily Drive, same being the southeast corner of Lot No. 11 of said Block 19;

THENCE South 78° 01' 10" West 52.81 feet along said northerly right-of-way line of Merrily Drive and the south line of said Lot No. 11 to a found 1/2-inch rebar rod marking the beginning of a non-tangent curve to the right having a radius of 360.00 feet, an arc length of 96.32 feet, a delta angle of 15°19'45" and subtended by a chord with bearing and distance of 96.03 feet;

THENCE along said northerly right-of-way line and southerly lot line and said curve to the right, said arc length of 96.32 feet to said **POINT OF BEGINNING** and containing 7.248 acres of land.

BASIS OF BEARINGS:

BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE BASED ON GRID NORTH REFERENCING THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, AND NAD 83 AS DETERMINED FROM GPS SURVEY DATA. DISTANCES CAN BE CONVERTED TO SURFACE BY MULTIPLYING EACH BY THE COMBINED SCALE FACTOR OF 1.000142119.

FINISHED FLOOR ELEVATION:

ALL FINISHED FLOOR ELEVATIONS SHALL BE 18" MINIMUM ABOVE THE HIGHEST ADJACENT STREET CURB AND 12" MINIMUM ABOVE THE HIGHEST ADJACENT GROUND ELEVATION.

PLAT NOTES:

1. AREA OF SUBDIVISION = 7.248 ACRES, AREA OF ALL PUBLIC R.O.W. DEDICATIONS IS 2.156 ACRES.
2. ALL STREET RIGHTS-OF-WAY AS SHOWN ON THIS PLAT ARE HEREBY DESIGNATED AS ACCESS, DRAINAGE, AND GENERAL UTILITY EASEMENTS.
3. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 100-YEAR FLOODPLAIN ACCORDING TO HOWARD COUNTY FEMA FIRM MAP NO. 48227C0435C EFFECTIVE OCTOBER 6, 2010.
4. NO LAND WITHIN THIS SUBDIVISION WILL BE DEDICATED FOR PARKS, OR OPEN SPACE.
5. THIS SUBDIVISION IS LOCATED ENTIRELY WITHIN THE CITY LIMITS OF THE CITY OF BIG SRPING, TEXAS.
6. BUILDING SETBACK LINES SHALL COMPLY WITH CURRENT CITY OF BIG SPRING ZONING REGULATIONS.
7. WATER AND WASTEWATER SERVICE PROVIDED BY CITY OF BIG SPRING, GAS SERVICES PROVIDED BY ATMOS ENERGY, ELECTRIC SERVICE PROVIDED BY ONCOR.
8. UPON COMPLETION OF THE SUBDIVISION STREETS, BURIED UTILITIES, AND FINAL GRADING, MONUMENTATION WILL BE SET AS FOLLOWS: CENTERLINE MARKERS ARE MAG-NAILS WITH WASHERS; LOT CORNERS ARE 1/2" REBAR RODS WITH PLASTIC CAPS STAMPED "J&M BOUNDARY"
9. IF OBSTACLES (FENCES, TRANSFORMERS, OPEN TRENCHES, ETC.) ARE ENCOUNTERED DURING THE COURSE OF SETTING MONUMENTATION, THOSE AFFECTED LOT CORNERS WILL BE SET AT AN OFFSET ALONG THEIR RESPECTIVE LOT LINES AT A WHOLE FOOT INTERVAL BETWEEN 1 AND 6 FEET. SURVEYOR WILL SET SAID OFFSET AS CLOSE AS PRACTICAL TO ACTUAL LOT CORNER AND WILL KEEP RECORD OF THE FINAL STAKED LOCATION.

LINE TABLE

LINE NO.	BEARING	LENGTH
L1	S78°01'10"W	52.81'
L2	S88°53'15"W	32.68'

BLOCK 19 — LOT AREA TABLE

LOT NO.	AREA (SQ.FT.)	AREA (ACRES)	PERIMETER
15	11,134	0.256	438.85'
16	7,624	0.175	393.31'
17	7,380	0.169	384.74'
18	6,926	0.159	371.73'
19	6,911	0.159	367.44'
20	6,904	0.159	366.22'
21	6,904	0.159	366.22'
22	6,904	0.159	366.22'
23	6,904	0.159	366.22'
24	6,904	0.159	366.22'
25	6,904	0.159	366.22'
26	6,904	0.159	366.22'
27	6,904	0.159	366.22'
28	8,408	0.193	389.37'

BLOCK 22 — LOT AREA TABLE

LOT NO.	AREA (SQ.FT.)	AREA (ACRES)	PERIMETER
101	10,140	0.233	447.54'
102	8,439	0.194	427.09'
103	8,451	0.194	427.50'
104	8,416	0.193	426.26'
105	8,334	0.191	423.35'
106	8,206	0.188	418.78'
107	8,032	0.184	412.57'
108	7,814	0.179	404.71'
109	7,552	0.173	395.23'
110	7,079	0.163	381.77'
111	6,818	0.157	371.57'
112	6,768	0.155	366.33'
113	6,698	0.154	363.36'
114	7,226	0.166	371.35'

CURVE TABLE

CURVE NO.	ARC LENGTH	RADIUS	Δ ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	143.33'	3950.00'	2°04'44"	71.67'	N88°08'05"E	143.32'
C2	695.45'	3950.00'	10°05'16"	348.63'	S8°27'43"E	694.55'
C3	167.53'	2385.00'	4°01'28"	83.80'	S13°14'01"E	167.49'
C4	60.01'	2175.43'	1°34'50"	30.01'	N11°57'18"W	60.01'
C5	96.32'	360.00'	15°19'45"	48.45'	S85°26'25"W	96.03'
C6	629.55'	2085.00'	17°18'00"	317.19'	N8°35'03"W	627.16'
C7	67.94'	2085.00'	1°52'02"	33.97'	N3°03'42"W	67.94'
C8	54.82'	2085.00'	1°30'23"	27.41'	N4°44'55"W	54.82'
C9	54.82'	2085.00'	1°30'23"	27.41'	N6°15'18"W	54.82'
C10	54.82'	2085.00'	1°30'23"	27.41'	N7°45'41"W	54.82'
C11	54.82'	2085.00'	1°30'23"	27.41'	N9°16'04"W	54.82'
C12	54.82'	2085.00'	1°30'23"	27.41'	N10°46'28"W	54.82'
C13	54.82'	2085.00'	1°30'23"	27.41'	N12°16'51"W	54.82'
C14	54.82'	2085.00'	1°30'23"	27.41'	N13°47'14"W	54.82'
C15	54.82'	2085.00'	1°30'23"	27.41'	N15°17'37"W	54.82'
C16	43.20'	2085.00'	1°11'14"	21.60'	N16°38'26"W	43.20'
C17	82.16'	2175.00'	2°09'52"	41.09'	S13°49'40"E	82.16'
C18	54.90'	2175.00'	1°26'47"	27.45'	S15°37'59"E	54.90'
C19	54.68'	2175.00'	1°26'25"	27.34'	S17°04'35"E	54.68'
C20	21.52'	2175.00'	0°34'01"	10.76'	S18°04'48"E	21.52'
C21	29.88'	1955.00'	0°52'32"	14.94'	S17°59'28"E	29.88'
C22	51.40'	1955.00'	1°30'23"	25.70'	S16°48'00"E	51.40'

CURVE TABLE

CURVE NO.	ARC LENGTH	RADIUS	Δ ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C23	51.40'	1955.00'	1°30'23"	25.70'	S15°17'37"E	51.40'
C24	51.40'	1955.00'	1°30'23"	25.70'	S13°47'14"E	51.40'
C25	51.40'	1955.00'	1°30'23"	25.70'	S12°16'51"E	51.40'
C26	51.40'	1955.00'	1°30'23"	25.70'	S10°46'28"E	51.40'
C27	51.40'	1955.00'	1°30'23"	25.70'	S9°16'04"E	51.40'
C28	51.40'	1955.00'	1°30'23"	25.70'	S7°45'41"E	51.40'
C29	51.40'	1955.00'	1°30'23"	25.70'	S6°15'18"E	51.40'
C30	51.40'	1955.00'	1°30'23"	25.70'	S4°44'55"E	51.40'
C31	61.40'	1955.00'	1°47'58"	30.70'	S3°05'44"E	61.40'
C32	67.49'	1895.00'	2°02'26"	33.75'	S3°15'02"E	67.49'
C33	54.65'	1895.00'	1°39'08"	27.33'	S5°05'49"E	54.65'
C34	54.66'	1895.00'	1°39'09"	27.33'	S6°44'58"E	54.66'
C35	54.63'	1895.00'	1°39'06"	27.32'	S8°24'05"E	54.63'
C36	54.56'	1895.00'	1°38'58"	27.28'	S10°03'07"E	54.56'
C37	54.45'	1895.00'	1°38'47"	27.23'	S11°42'00"E	54.45'
C38	54.30'	1895.00'	1°38'30"	27.15'	S13°20'38"E	54.30'
C39	54.11'	1895.00'	1°38'10"	27.06'	S14°58'59"E	54.11'
C40	53.89'	1895.00'	1°37'46"	26.95'	S16°36'57"E	53.89'
C41	33.06'	1895.00'	0°59'58"	16.53'	S17°55'49"E	33.06'
C42	16.94'	2235.00'	0°26'04"	8.47'	S18°08'50"E	16.94'
C43	50.00'	2235.00'	1°16'55"	25.00'	S17°17'21"E	50.00'
C44	50.00'	2235.00'	1°16'55"	25.00'	S16°00'27"E	50.00'

CURVE TABLE

CURVE NO.	ARC LENGTH	RADIUS	Δ ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C45	50.00'	2235.00'	1°16'55"	25.00'	S14°43'32"E	50.00'
C46	53.09'	2235.00'	1°21'40"	26.55'	S13°24'15"E	53.09'
C47	57.96'	2365.00'	1°24'15"	28.98'	N13°22'15"W	57.96'
C48	48.71'	2365.00'	1°10'49"	24.36'	N14°39'47"W	48.71'
C49	4.20'	3970.00'	0°03'38"	2.10'	N13°28'47"W	4.20'
C50	53.02'	3970.00'	0°45'54"	26.51'	N13°04'01"W	53.02'
C51	51.11'	3970.00'	0°44'16"	25.56'	N12°18'56"W	51.11'
C52	51.17'	3970.00'	0°44'19"	25.59'	N11°34'38"W	51.17'
C53	50.00'	3970.00'	0°43'18"	25.00'	N10°50'50"W	50.00'
C54	50.00'	3970.00'	0°43'18"	25.00'	N10°07'32"W	50.00'
C55	50.00'	3970.00'	0°43'18"	25.00'	N9°24'15"W	50.00'
C56	50.00'	3970.00'	0°43'18"	25.00'	N8°40'57"W	50.00'
C57	50.00'	3970.00'	0°43'18"	25.00'	N7°57'39"W	50.00'
C58	50.00'	3970.00'	0°43'18"	25.00'	N7°14'21"W	50.00'
C59	50.00'	3970.00'	0°43'18"	25.00'	N6°31'03"W	50.00'
C60	50.00'	3970.00'	0°43'18"	25.00'	N5°47'46"W	50.00'
C61	60.00'	3970.00'	0°51'57"	30.00'	N5°00'08"W	60.00'
C62	126.45'	4030.00'	1°47'52"	63.23'	S88°18'20"W	126.44'
C63	544.84'	1925.00'	16°13'00"	274.26'	S10°19'16"E	543.03'
C64	246.66'	2205.00'	6°24'33"	123.46'	S15°09'34"E	246.53'

PLANNING AND ZONING COMMISSION

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF BIG SPRING, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATE ______ CHAIRMAN

ATTEST ______ SECRETARY

COUNTY CLERK

I CERTIFY THAT THE SUBDIVISION PLAT DESCRIBED HEREIN WAS FILED FOR RECORD ON

DATE ______ ENVELOPE

COUNTY CLERK ______ HOWARD COUNTY TEXAS

______ DEPUTY

DIRECTOR OF PUBLIC WORKS

I, THE UNDERSIGNED, DIRECTOR OF PUBLIC WORKS OF THE CITY OF BIG SPRING, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE CITY OF BIG SPRING AND HEREBY RECOMMEND APPROVAL.

DATE ______ DIRECTOR OF PUBLIC WORKS

OWNER'S CERTIFICATE AND DEDICATION

THE UNDERSIGNED MANAGER OF THE HEREINAFTER DESCRIBED REAL PROPERTY HAS CAUSED SUCH PROPERTY TO BE SURVEYED AND PLATTED AND TO BE SUBDIVIDED INTO BLOCKS, LOTS, STREETS AND ALLEYS UNDER THE NAME OF

A FINAL PLAT OF
KENTWOOD ADDITION UNIT NO. 6
BEING A REPLAT OF LOT NOS. 11–20, BLOCK 19
AND LOT NOS. 1–11 & PART OF 12, BLOCK 22
OF KENTWOOD ADDITION UNIT NO. 2,
CITY OF BIG SPRING,
HOWARD COUNTY, TEXAS

AS SHOWN ON THE ATTACHED PLAT AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER FOR ALL PUBLIC PURPOSES THE STREETS, ALLEYS, LANES, EASEMENTS, PARKS AND OTHER PUBLIC LANDS SHOWN THEREON THE LANDS INCLUDED WITHIN SUCH PLAT OR SUBDIVISION ARE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

SEE ATTACHED METES AND BOUNDS DESCRIPTION

EXECUTED THIS ______ DAY OF ______ A.D. 2024

[SIGNER NAME]
[ENTITY NAME]

ACKNOWLEDGEMENT

THE STATE OF TEXAS:
COUNTY OF HOWARD:

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED

[SIGNER NAME]

KNOWN TO ME TO BE THE PERSON AND MANAGER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF THE SAID

[ENTITY NAME]

A LIMITED LIABILITY CORPORATION, AND THAT HE EXECUTED THE SAME AS THE ACT OF SUCH CORPORATION FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATES.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ______

DAY OF ______ A.D. 2024

NOTARY PUBLIC ______ HOWARD COUNTY TEXAS

GENERAL NOTES

ACREAGE: 7.248 ACRES

SCALE: 1" = 100' SMALLEST LOT: 0.154 ACRE LARGEST LOT: 0.256 ACRE

LOT WIDTH: MIN. 50.00' MAX. 82.16' LOT DEPTH: MIN. 130.00' MAX. 161.52'

FOUND REBAR ROD ● (SYMBOL) SET 1/2" REBAR ROD WITH CAP ○ (SYMBOL)

SURVEYOR CERTIFICATE AND PLAT DESCRIPTION

CERTIFICATION

I HEREBY CERTIFY THAT THE PLAT SUBMITTED HEREWITH REPRESENTS A TRUE SURVEY MADE BY THE UNDERSIGNED OR UNDER MY SUPERVISION ON THE GROUND AND THAT PERMANENT MARKERS AND MONUMENTS HAVE BEEN SET AS INDICATED ON THE PLAT AND IN ACCORDANCE WITH THE "SUBDIVISION REGULATIONS" OF THE CITY OF BIG SPRING, TEXAS.

PLAT DESCRIPTION:

A FINAL PLAT OF
KENTWOOD ADDITION UNIT NO. 6
BEING A REPLAT OF LOT NOS. 11–20, BLOCK 19
AND LOT NOS. 1–11 & PART OF 12, BLOCK 22
OF KENTWOOD ADDITION UNIT NO. 2,
CITY OF BIG SPRING,
HOWARD COUNTY, TEXAS

PRELIMINARY
This document shall not be recorded for any purpose.

SIGNATURE

MARK T. BROWN
(PRINT)
REGISTERED PROFESSIONAL LAND SURVEYOR

APRIL 11, 2024
DATE

JACOB MARTIN
TBPELS FIRM # 10194493

3465 CURRY LANE
ABILENE, TX 79606
325-695-1070

1925 FORT WORTH HIGHWAY
WEATHERFORD, TX 76086
817-594-9880

4920 S. LOOP 289, STE 104
LUBBOCK, TX 79414
806-368-6375

RESOLUTION NO. ____________

A RESOLUTION OF THE CITY CONCIL OF THE CITY OF BIG SPRING, TEXAS TO AUTHORIZE THE FILING OF A GRANT APPLICATION WITH THE PERMIAN BASIN REGIONAL PLANNING COMMISSION FOR A REGIONAL SOLID WASTE PROGRAM GRANT AUTHORIZING DIRECTOR OF PUBLIC WORKS TO ACT ON BEHALF OF CITY OF BIG SPRING IN ALL MATTERS RELATED TO THE APPLICATION;AND PLEDGING THAT IF A GRANT IS RECEIVED CITY OF BIG SPRING WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE PERMIAN BASIN REGIONAL PLANNING COMMISSION, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, City Council finds it advisable to proceed as follows; and,

WHEREAS, the Permian Basin Regional Planning Commission is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the Permian Basin Regional Planning Commission adopted regional solid waste management plan; and,

WHEREAS, City of Big Spring in the State of Texas is qualified to apply for grant funds under the Request for Applications;

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

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

SECTION 2. The Director of Public Works is authorized to request grant funding under the Permian Basin Regional Planning Commission Regional Solid Waste Grants Program and act on behalf of the City of Big Spring in all matters related to the grant application and any subsequent grant contract and grant project that may result.

SECTION 3. If the project is funded, the City of Big Spring will comply with the grant requirements of the Permian Basin Regional Planning Commission, Texas Commission on Environmental Quality, and the State of Texas.

SECTION 4. Grant funds and any grant-funded equipment or facilities will be used only for purposes for which they are intended under the grant.

SECTION 5. Activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

SECTION 6. This resolution shall take effect immediately after passage in accordance with provisions of the Charter of the City of Big Spring.

SECTION 7. 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 8. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **28th** day of **May** **2024** with all members of the Council voting "aye" for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **11th** day of **June** **2024** with all members of the Council voting "aye" for the passage of same.

____
Robert H. Moore III, Mayor

ATTEST:

____
Tami L. Davis, City Secretary

BIG SPRING
TEXAS

MEMORANDUM

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council

CC: Todd Darden, City Manager

From: Shane Bowles, Public Works Director

Date: Tuesday, May 21, 2024

Subject: Right of Way Agreements and Purchasing

Action Requested: [Approval for the City of Big Spring to purchase the Right of Way Easements for the purpose of a new lift station.

Financial Considerations:

Expenditure amount requested:	$2,000
What fund/department account will this amount be drawn from?	Waste Water Treatment 745
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	Yes
Does this commit the City to spending funds beyond the current fiscal year? Explain.	N/A

Staff Opinion as to Feasibility and Timeline: Allowing the purchase of the Right of Way agreements would allow the City of Big Spring the opportunity to lay a new sewer line from the interference with railroad.

Supporting Documents: Gomez Signed Agreement, Lusk Signed Agreement

Staff recommendation: Approve the agreements as read.

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

Easement Agreement

This **EASEMENT AGREEMENT** (this "**Agreement**"), dated as of April 3 ,2024 (the "**Effective Date**"), is hereby made by and between **DAVID GOMEZ** having an address at 402 N Aylesford Big Spring, Texas 79721 (hereinafter, the "**Grantor**") and **CITY OF BIG SPRING** a Texas municipal corporation, having an address at 310 Nolan Street, Big Spring, Texas 79720 (hereinafter, the "**Grantee**"). For good and valuable consideration of One Dollar and 00/100 Dollars ($1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, Grantor hereby grants to, Grantee and its heirs, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "**Easement**") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "**Grantor's Land**").

1. <u>Description of the Easement</u>. The easement granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way (the "**Easement**"), with the right, privilege, and authority to:

(a) Construct, reconstruct, relocate, extend, repair, replace, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove underground gravity sewer line and manholes (collectively, the "**Facilities**"), which the Grantee shall require now and from time to time, for the water distribution system and wastewater collection system, by any means, whether now existing or hereafter devised, for public or private use, in, upon, under, and across that portion of the Grantor's Land described in Section 3 below (the "**Easement Area**"), and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing water and wastewater services [to the Grantor and others] (the foregoing, hereinafter, the "**Easement**").

(b) From time to time, without further payment therefor, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation adjacent to the Easement Area that, in the opinion of Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width.

(c) Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation.

(d) Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

(e) Temporary Construction Easement. It is agreed that the Grantee shall have the temporary use of 10 (ten) feet of land along and parallel to each boundary of the above described easement (20 feet total) during the time that the above described utility improvements are being completed, after which time the right to the use of the land shall cease.

2. Description of Grantor's Land. Grantor is the fee owner of certain land located in the County of Howard, the State of Texas, designated and particularly described as follows.

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF FOR ALL PURPOSES.

3. Location of the Easement Area. The Easement Area shall consist of a portion of the Grantor's Land, ten (10) feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantee. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantee in substantial compliance with Exhibit A hereto.

4. Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

5. General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacement thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee, not to be unreasonably withheld, conditioned or delayed, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling.

6. Reserved Rights. Grantor reserves the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct, or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists.

7. Representations and Warranties. Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title, and interest to grant the Easement to Grantee; (b) such grant of the Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the covenants, terms, and conditions hereof; and (c) Grantee's Easement rights hereunder shall not be defeased, impaired, or adversely affected by superior title.

8. Warranty of Title. The Grantor hereby warrants the title to the rights above granted and that the same are free and clear of all liens and encumbrances, except as may be herein expressly shown in Exhibit A attached hereto and made a part hereof, and that the Grantor will execute or procure any further necessary assurance of the title to said premises as may be required by the Grantee/The Grantor does not warrant title to the rights above granted or that the same are free and clear of all liens and encumbrances. Grantee hereby takes title to the easement solely at its own risk.

9. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. In the event that any provision hereof is determined to be invalid, such invalid provision shall not invalidate the remaining provisions, which shall continue to be in full force and effect. Grantor and Grantee consent to personal jurisdiction and venue in the state courts sitting in Howard County, Texas, which courts shall have exclusive jurisdiction over any action arising out of this Agreement.

10. Partial Invalidity. Any Provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the invalidity or unenforceability without rendering invalid or unenforceable the remaining Provisions of this Agreement or affecting the validity or enforceability of any of the Provisions of this Agreement in any other jurisdiction. If any Provision of this Agreement is so broad as to be unenforceable, the Provision will be interpreted to be only so broad as is enforceable.

11. Time of the Essence. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

12. Recording the Agreement. The parties agree that this Agreement may be recorded in the recorder's office for the County of Howard, Texas.

13. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this

Agreement, a Notice is effective only: (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

To Grantor:	David Gomez [redacted]
To Grantee:	Todd Darden, City Manager 310 Nolan Street Big Spring, Texas 79720
with a copy to:	Andrew Hagen, City Attorney 310 Nolan Street Big Spring, Texas 79720

14. Counterparts; Amendments. This Agreement may be executed in counterparts and, when executed and delivered by all parties in person, by US Mail, or nationally-recognized overnight courier shall become one (1) integrated agreement enforceable on its covenants, terms, and conditions. This Agreement supersedes all prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. This Agreement shall not be amended or modified, except in a writing signed by each party hereto or their respective heirs, successors, or assigns. If amended or modified as permitted by this Section, the term "Agreement" shall thereafter be read to include all said amendments and modifications. All exhibits that are referenced in this Agreement or attached to it are incorporated herein and made a part hereof as if fully set forth in the body of the document.

15. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

16. Non-waiver of Governmental Immunity.

(a) The City of Big Spring expressly retains all rights and benefits of governmental immunity from liability and suit for damages in accordance with: Title 5, Texas Civil Practice and Remedies Code; Subchapter I, Chapter 271, Texas Local Government Code; and any other law, if applicable.

(b) Nothing in this Agreement shall be deemed as a waiver of governmental immunity or as increasing the City of Big Spring's liability beyond any statutory limitation of liability.

(c) Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Big Spring which would otherwise be barred under the doctrine of governmental immunity or operation of law.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

Legal Description of Grantor's Land

Sketch for the Installation on Lands of GRANTOR

Liens and Encumbrances

[ATTACHMENT TEXT, SKETCH].

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

GRANTORS:

[redacted]

DAVID GOMEZ

STATE OF TEXAS §
COUNTY OF Howard §

Sworn to and subscribed before me on the 3 day of April 2024

by **David Gomez**

[SEAL]

ROBERT CLAY CHEEK
Notary Public, State of Texas
Comm. Expires 06-10-2027
Notary ID 126616438

[redacted]

Notary Public's Signature

GRANTEE:

CITY OF BIG SPRING, A TEXAS MUNICIPAL CORPORATION

BY: ______________________
ROBERT H. MOORE, III
MAYOR

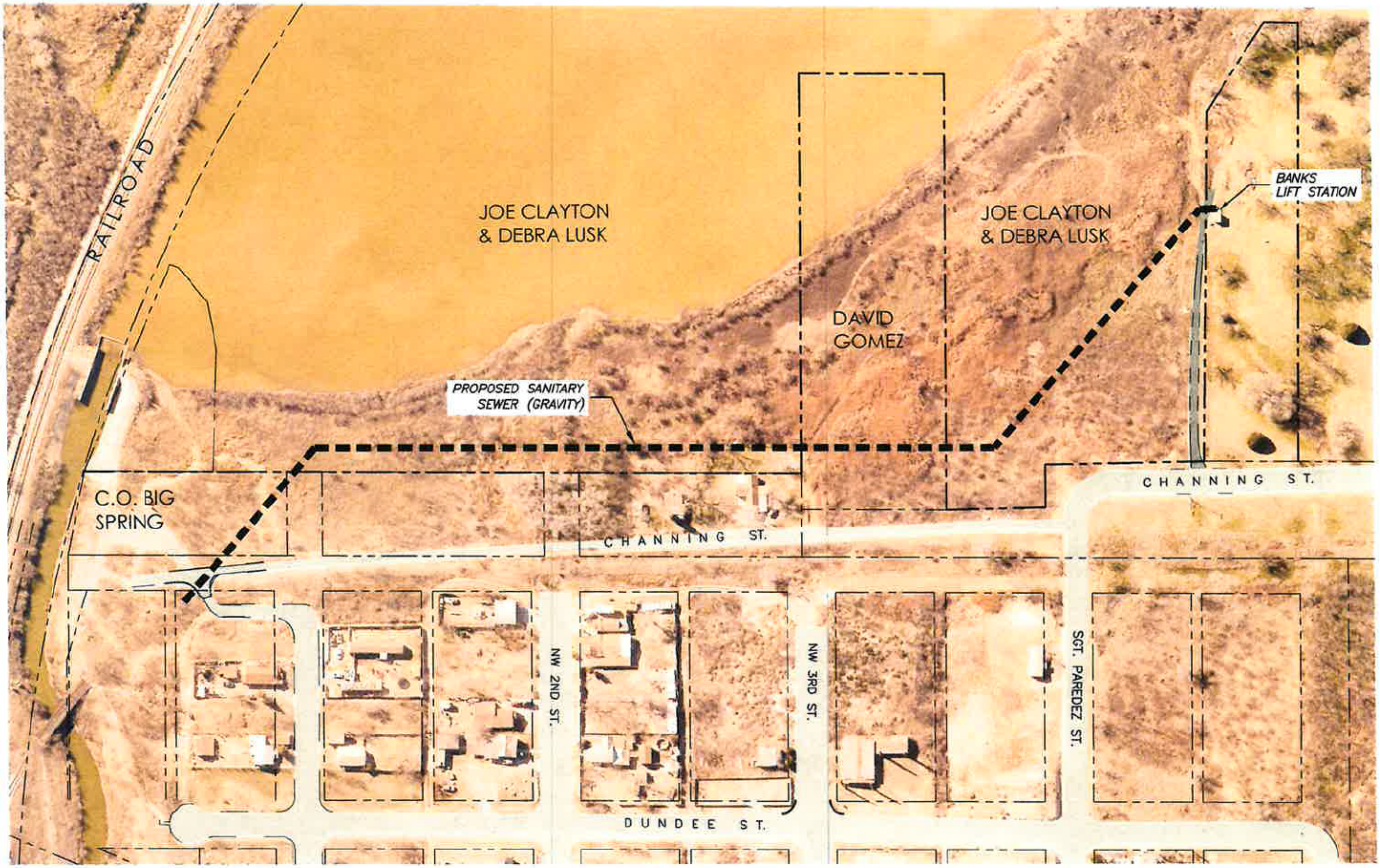
STATE OF TEXAS §
COUNTY OF ______________ §

Sworn to and subscribed before me on the _______ day of ______________ 2024 by **ROBERT H. MOORE, III.**

[SEAL]

____

Notary Public's Signature



BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING.
CHECK SCALE & ADJUST ACCORDINGLY.

EXHIBIT A

SCALE	1"= 200'
PROJECT #	21542
DESIGNED	KH
DRAWN	KDS
CHECKED	KH

JACOB MARTIN
FIRM# F-2448

3465 CURRY LANE
ABILENE, TX 79606
325-695-1070

1508 SANTA FE DR, STE 204
WEATHERFORD, TX 76086
817-594-9880

4920 S. LOOP 289, STE 104
LUBBOCK, TX 79414
806-368-6375

NORTH

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

Easement Agreement

This **EASEMENT AGREEMENT** (this "**Agreement**"), dated as of March 26 ,2024 (the "**Effective Date**"), is hereby made by and between **JOE C. LUSK and DEBRA L. LUSK**, having an address at 3 Kiowa Circle Big Spring, Texas 79720 (hereinafter, the "**Grantor**") and **CITY OF BIG SPRING** a Texas municipal corporation, having an address at 310 Nolan Street, Big Spring, Texas 79720 (hereinafter, the "**Grantee**"). For good and valuable consideration of One Dollar and 00/100 Dollars ($1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, Grantor hereby grants to, Grantee and its heirs, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "**Easement**") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "**Grantor's Land**").

1. Description of the Easement. The easement granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way (the "**Easement**"), with the right, privilege, and authority to:

(a) Construct, reconstruct, relocate, extend, repair, replace, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove underground gravity sewer line and manholes (collectively, the "**Facilities**"), which the Grantee shall require now and from time to time, for the water distribution system and wastewater collection system, by any means, whether now existing or hereafter devised, for public or private use, in, upon, under, and across that portion of the Grantor's Land described in Section 3 below (the "**Easement Area**"), and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing water and wastewater services [to the Grantor and others] (the foregoing, hereinafter, the "**Easement**").

(b) From time to time, without further payment therefor, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation adjacent to the Easement Area that, in the opinion of Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width.

(c) Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation.

(d) Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

(e) Temporary Construction Easement. It is agreed that the Grantee shall have the temporary use of 10 (ten) feet of land along and parallel to each boundary of the above described easement (20 feet total) during the time that the above described utility improvements are being completed, after which time the right to the use of the land shall cease.

2. Description of Grantor's Land. Grantor is the fee owner of certain land located in the County of Howard, the State of Texas, designated and particularly described as follows.

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF FOR ALL PURPOSES.

3. Location of the Easement Area. The Easement Area shall consist of a portion of the Grantor's Land, ten (10) feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantee. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantee in substantial compliance with Exhibit A hereto.

4. Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

5. General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacement thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee, not to be unreasonably withheld, conditioned or delayed, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling.

6. Reserved Rights. Grantor reserves the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct, or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists.

7. Representations and Warranties. Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title, and interest to grant the Easement to Grantee; (b) such grant of the Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the covenants, terms, and conditions hereof; and (c) Grantee's Easement rights hereunder shall not be defeased, impaired, or adversely affected by superior title.

8. Warranty of Title. The Grantor hereby warrants the title to the rights above granted and that the same are free and clear of all liens and encumbrances, except as may be herein expressly shown in Exhibit A attached hereto and made a part hereof, and that the Grantor will execute or procure any further necessary assurance of the title to said premises as may be required by the Grantee/The Grantor does not warrant title to the rights above granted or that the same are free and clear of all liens and encumbrances. Grantee hereby takes title to the easement solely at its own risk.

9. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. In the event that any provision hereof is determined to be invalid, such invalid provision shall not invalidate the remaining provisions, which shall continue to be in full force and effect. Grantor and Grantee consent to personal jurisdiction and venue in the state courts sitting in Howard County, Texas, which courts shall have exclusive jurisdiction over any action arising out of this Agreement.

10. Partial Invalidity. Any Provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the invalidity or unenforceability without rendering invalid or unenforceable the remaining Provisions of this Agreement or affecting the validity or enforceability of any of the Provisions of this Agreement in any other jurisdiction. If any Provision of this Agreement is so broad as to be unenforceable, the Provision will be interpreted to be only so broad as is enforceable.

11. Time of the Essence. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

12. Recording the Agreement. The parties agree that this Agreement may be recorded in the recorder's office for the County of Howard, Texas.

13. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this

Agreement, a Notice is effective only: (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

To Grantor:	JOE C. LUSK and DEBRA L. LUSK [redacted]
To Grantee:	Todd Darden, City Manager 310 Nolan Street Big Spring, Texas 79720
with a copy to:	Andrew Hagen, City Attorney 310 Nolan Street Big Spring, Texas 79720

14. Counterparts; Amendments. This Agreement may be executed in counterparts and, when executed and delivered by all parties in person, by US Mail, or nationally-recognized overnight courier shall become one (1) integrated agreement enforceable on its covenants, terms, and conditions. This Agreement supersedes all prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. This Agreement shall not be amended or modified, except in a writing signed by each party hereto or their respective heirs, successors, or assigns. If amended or modified as permitted by this Section, the term "Agreement" shall thereafter be read to include all said amendments and modifications. All exhibits that are referenced in this Agreement or attached to it are incorporated herein and made a part hereof as if fully set forth in the body of the document.

15. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

16. Non-waiver of Governmental Immunity.

(a) The City of Big Spring expressly retains all rights and benefits of governmental immunity from liability and suit for damages in accordance with: Title 5, Texas Civil Practice and Remedies Code; Subchapter I, Chapter 271, Texas Local Government Code; and any other law, if applicable.

(b) Nothing in this Agreement shall be deemed as a waiver of governmental immunity or as increasing the City of Big Spring's liability beyond any statutory limitation of liability.

(c) Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Big Spring which would otherwise be barred under the doctrine of governmental immunity or operation of law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

GRANTORS:

BY: [redacted] BY: [redacted]

STATE OF TEXAS §
COUNTY OF Howard §

Sworn to and subscribed before me on the 26 day of March 2024

by **Joe C. Lusk**

[SEAL]

ROBERT CLAY CHEEK
Notary Public, State of Texas
Comm. Expires 06-10-2027
Notary ID 126616438

[redacted]

Notary Public's Signature

STATE OF TEXAS §
COUNTY OF Howard §

Sworn to and subscribed before me on the 26 day of March 2024

by **Debra L. Lusk**

[SEAL]

ROBERT CLAY CHEEK
Notary Public, State of Texas
Comm. Expires 06-10-2027
Notary ID 126616438

[redacted]

Notary Public's Signature

GRANTEE:

CITY OF BIG SPRING, A TEXAS MUNICIPAL CORPORATION

BY: ______________________
ROBERT H. MOORE, III
MAYOR

STATE OF TEXAS §
COUNTY OF ______________ §

Sworn to and subscribed before me on the _______ day of ______________ 2024 by **ROBERT H. MOORE, III.**

[SEAL]

____

Notary Public's Signature

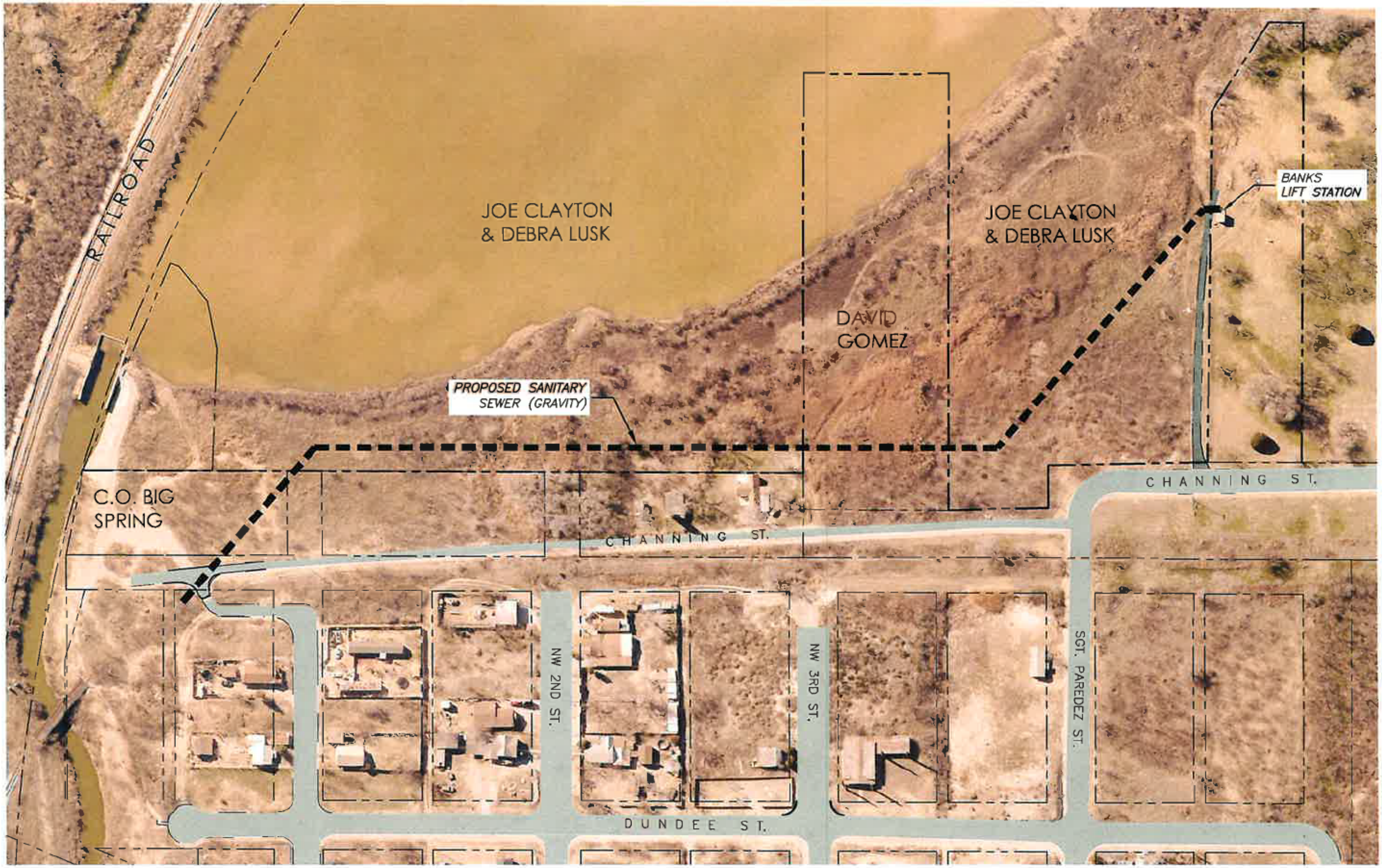
EXHIBIT A

Legal Description of Grantor's Land

Sketch for the Installation on Lands of GRANTOR

Liens and Encumbrances

[ATTACHMENT TEXT, SKETCH].



BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING,
CHECK SCALE & ADJUST ACCORDINGLY.

EXHIBIT A

SCALE	1" = 200'
PROJECT #	21542
DESIGNED	KH
DRAWN	KDS
CHECKED	KH

JACOB MARTIN
FIRM# F-2448

3465 CURRY LANE
ABILENE, TX 79606
325-695-1070

1508 SANTA FE DR, STE 204
WEATHERFORD, TX 76086
817-594-9880

4920 S. LOOP 289, STE 104
LUBBOCK, TX 79414
806-368-6375

NORTH

May 9, 2024

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

Dear Mr. Darden:

The terms for two of the City of Big Spring's appointees, Mr. Richard Steel and Dr. John Myers, to the Colorado River Municipal Water District's Board of Directors will expire on May 31, 2024. The appointees serve as Board Members and Officers of the Colorado River Municipal Water District.

Dr. Myers has served on the Board of Directors of CRMWD since January 6, 2011. He is currently serving as Vice President of the Board, is on the Long Range Planning Committee, and the Finance and Audit Committee.

Mr. Steel has served on the Board of Directors of CRMWD since June 1, 2020. He is currently serving as Secretary-Treasurer of the Board, is on the Long Range Planning Committee and serves as Chair on both the Finance and Audit Committee and the Retirement Plan and Trust Committee.

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

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

The term for the City's two appointees will be from June 1, 2024 through May 31, 2026.

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

Sincerely,

Cole Walker
General Manager

CDW/mn

cc: Mr. Richard Steel
Dr. John Myers
City of Big Spring – City Secretary

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