



**CITY COUNCIL REGULAR AGENDA**

**Tuesday, June 23, 2026**

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, June 23, 2026, 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 Optimum 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. Pledge of Allegiance to the United States Flag and to the Texas State Flag Moore
- 3. Invocation 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.

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

5. City Manager's report on the following items: Darden
- Update - Large Item Pickup, District 6
  - City Holiday - July 3rd - Independence Day
  - POPS in the Park - July 3rd
  - Update - Code Enforcement - 1300 & 1600 Blocks of Wood St.
  - Update - Moss Lake Closure

### **Consent Items**

- |  |       |        |
|--|-------|--------|
| 6. Approval of the City Council Minutes for the Regular Meeting of June 9, 2026  | 10-16 | Davis  |
| 7. Acknowledge Receipt of the Big Spring Economic Development Board of Director's Minutes for the Regular Meeting of May 19, 2026  | 17-18 | Sankey |
| 8. Final Reading of a Resolution Updating the Personnel Policies to Comply with State Law and Giving the City Manager Authority to Set Procedures for Handling Public Information Requests; 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 | 19-30 | Medina |
| 9. Final Reading of an Ordinance Amending the Purchasing Procedure Manual to Expand and Clarify the City's Authority to Use Cooperative Purchasing Methods; 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                                 | 31-37 | Medina |
| 10. Final Reading of an Ordinance Authorizing a Convenience Fee for Certain Card Payments of Ambulance and Fire and Rescue Service Fees and a Reimbursement Fee for Card Payments to Municipal Court and Amending the Big Spring   | 38-43 | Smith  |

City Code; Repealing Section 2-196 of the Big Spring City Code; Adding Sections 22-13 and 22-14 to Chapter 22 of the Big Spring City Code; 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

**Vouchers**

- |     |                       |    |              |        |
|-----|-----------------------|----|--------------|--------|
| 11. | Vouchers for 06/05/26 | \$ | 1,249,710.57 |        |
|     | Vouchers for 06/12/26 | \$ | 673,982.13   | Moreno |

**Bids**

- |     |  |       |        |
|-----|--|-------|--------|
| 12. | Consideration and Possible Action to Award a Bid for the Water Line, Valve and Fire Hydrant Replacement Project and Authorizing the City Manager or His Designee to Execute any Necessary Documents. | 44-45 | Bowles |
|-----|--|-------|--------|

**New Business**

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|-----|--|-------|--------|
| 13. | Consideration and Possible Action to Accept the City Manager's Appointment to the Civil Service Commission - Troy Tompkins   |       | Darden |
| 14. | First Reading of an Ordinance Approving a Project and Financing Plan for Tax Increment Reinvestment Zone Number Two, City of Big Spring, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code; 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 Publication; and Providing an Effective Date   | 46-65 | Darden |
| 15. | First Reading of an Ordinance Amending the City Code to Align Food Safety Regulations with State Law; Adopting the Texas Food Establishment Rules; Providing for Permits, Exemptions, and Fees Consistent with Chapters 437 and 437B, Texas Health and Safety Code; Limiting Regulation of Mobile Food Vendors; Authorizing Health Inspectors; Providing for Inspection, Enforcement, and Preemption; Providing a Penalty; Providing for Codification; 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 | 66-88 | Holt   |

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|-----|---|--------|--------|
| 16. | First Reading of a Resolution Supporting the Nomination of Certain Census Tracts Located Within the City for Designation as Qualified Opportunity Zones; Authorizing the Submission of a Nomination of the Office of the Governor; Declaring an Emergency; Determining that the Meetings at Which the Resolution were Discussed were Open to the Public as Required by Law; and Establishing an Effective Date  | 89-96  | Sankey |
| 17. | Emergency Resolution Finding That There is a Substantial Need For the Legal Services of Baron & Budd, P.C. and Cossich, Summich, Parsiola & Taylor LLC, Finding That the Legal Services Cannot be Adequately Performed by the Attorneys and Supporting Personnel of the Political Subdivision, and Finding That the Legal Services Cannot Reasonably be Obtained from Attorneys in Private Practice under a Contract Providing Only for the Payment of Hourly Fees for Reasons Prescribed Hereunder, Pursuant to Section 2254.1036(b) of the Texas Government Code; 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.   | 97-100 | Hagen  |
| 18. | <b>Discuss and approve a contingent fee contract with the law firms of Baron &amp; Budd, P.C. and Cossich, Sumich, Parsiola &amp; Taylor LLC for legal services in connection with, first, the preparation and filing of settlement claim forms and supporting documentation for compensation from certain manufacturer(s) of aqueous film forming foam containing perfluoroalkyl substances (“PFAS”), pursuant to various settlement agreements arising out of or in connection to the Aqueous Film Forming Foam Products (“AFFF”) Liability Litigation (MDL 2873) in the Federal District Court for the District of South Carolina, second, the collection of claims owed to the City, being compensation due to the City from certain manufacturer(s) of AFFF containing PFAS arising out of or in connection to the AFFF Products Liability Litigation (MDL 2873), and furthermore approve a written statement of the findings of City Council. Specifically, the City Council will discuss and consider whether Baron &amp; Budd, P.C. and Cossich, Sumich, Parsiola &amp; Taylor LLC are well-qualified law firms based on demonstrated competence, qualifications and experience in collecting</b> |        | Hagen  |

**compensation in federal products liability litigation against manufacturers of PFAS-containing products, and whether the contract negotiated between the City of Big Spring, Texas, Baron & Budd, P.C., and Cossich, Sumich, Parsiola & Taylor LLC, is for a fair and reasonable price as provided for in Texas law.**

**In Accordance with Texas Government Code, section 2254.1036(a)(1), the City of Big Spring, Texas provides the following written notice to the public in connection with the above agenda item:**

1. The City of Big Spring, Texas is pursuing the legal services of Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC, a partnership comprising two litigation law firms each with expertise in PFAS-related litigation and compensation, to collect compensation owed to the City of Big Spring, Texas pursuant to various settlement agreements entered into with manufacturer(s) of PFAS-containing products pursuant to the Aqueous Film Forming Foam Products Liability Litigation (MDL 2873). The desired outcome of the legal services would be for the City of Big Spring, Texas to collect the maximum compensation that the City is owed in as short a time period as is possible.

2. Baron & Budd, P.C. have been competently representing plaintiffs in lawsuits and class actions against major corporations for more than 45 years of practice and have been competently acting as class counsel in PFAS-related litigation and settlement. The firm is currently one of four class counsels directly involved in representing the various plaintiffs, being various municipalities and public water systems, in the Aqueous Film Forming Foam Products Liability Litigation (MDL 2873) where Scott Summy, head of the firm's water contamination litigation group, is serving as co-lead counsel and to which the compensation sought in this matter relates. Baron & Budd, P.C. is a competent, qualified, and experienced litigation law firm with expertise in PFAS-related litigation and compensation.

3. Cossich, Sumich, Parsiola & Taylor LLC have been competently representing thousands of plaintiffs in class action suits and have been competently acting as part of the team of architects of the DuPont settlement structure,

which is one of the various settlement agreements in the Aqueous Film Forming Foam Products Liability Litigation (MDL 2873) for which compensation is sought in this matter. Cossich, Sumich, Parsiola & Taylor LLC is a competent, qualified, and experienced litigation law firm with expertise in PFAS-related litigation and compensation.

4. The City of Big Spring, Texas is pursuing the legal services of Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC, a partnership comprising two litigation law firms each with expertise in PFAS-related litigation and compensation, to collect compensation owed to the City of Big Spring, Texas pursuant to various settlement agreements entered into with manufacturers of PFAS-containing products pursuant to the Aqueous Film Forming Foam Products Liability Litigation (MDL 2873). The desired outcome of the legal services would be for the City of Big Spring, Texas to collect the maximum compensation that the City is owed in as short a time period as is possible.

5. The legal services desired by the City of Big Spring, Texas that are the subject of the contract cannot be adequately performed by the attorneys and supporting personnel of the City of Big Spring, Texas because the City of Big Spring, Texas presently does not have on staff an attorney admitted to practice before the United States District Court for the District of South Carolina. Filing of an application for admission to practice in federal district court or a Pro Hac Vice motion to permit appearance by an attorney not admitted to practice before a specific court may be subject to processing timelines, which may impede the ability of the City of Big Spring to submit its settlement claim forms before the impending claim submission deadline of July 31, 2026 (which may or may not be subject to change). Additionally, in order to meet the requirements and criteria necessary for a successful claim, it would be necessary to prioritize the proper preparation, collation, and submission of the settlement claim documents and all supporting and attendant documentation in accordance with any requirements stipulated in the lawsuit or required by the claims administrator, which would inherently limit the ability of the City of Big Spring's attorney and supporting legal personnel to participate in matters unrelated to the AAAF

products liability litigation, including providing legal services in support of the day-to-day functions and operations of the City of Big Spring. For the preceding reasons and possible other legitimate reasons, it is prudent that the City of Big Spring enter into a contingent fee contract to procure legal services of Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC to represent the City in the submission of settlement claim forms and the collection of compensation owed to the City of Big Spring for PFAS-related claims concerning its public drinking water system.

6. The legal services desired by the City of Big Spring, Texas that are the subject of the contract cannot be reasonably obtained from attorneys in private practice under a contract providing for the payment of hourly fees without contingent because the matter will require a significant time investment and is anticipated to be ongoing for several years after the July 31, 2026 deadline with possible submission of supplemental claim forms and supporting documentation on future PFAS testing and detections, and the City of Big Spring, Texas does not have funds in its budget to pay the estimated ongoing hourly fees and other costs incurred to implement an effective claim submission and compensation collection program under a contract providing only for the payment of hourly fees and costs.

7. To prepare, collate, and file the necessary settlement claim forms for compensation owed to the City of Big Spring from certain manufacturer(s) of aqueous film forming foam containing perfluoroalkyl substances as provided under various settlement agreements pursuant to Aqueous Film Forming Foam Products Liability Litigation (MDL 2873), a contingent fee contract with Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC is in the best interests of the residents of the City of Big Spring, Texas.

8. To collect, in as short a time as possible, the maximum compensation owed to the City of Big Spring from certain manufacturer(s) of aqueous film forming foam containing perfluoroalkyl substances as provided under various settlement agreements pursuant to Aqueous Film Forming Foam Products Liability Litigation (MDL 2873), a contingent fee contract with Baron & Budd, P.C. and

Cossich, Sumich, Parsiola & Taylor LLC is in the best interests of the residents of the City of Big Spring, Texas.

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|-----|---|---------|--------|
| 19. | Consideration and Possible Action to Approve an Administrative Services Agreement with Big Spring Economic Development Corporation and Authorizing the Mayor to Execute any Necessary Documents   | 101-108 | Sankey |
| 20. | Consideration and Possible Action to Approve an Agreement with ClearGov for the Implementation of Software for Annual Comprehensive Financial Reporting and Personnel Budgeting Software and Authorizing the City Manager or His Designee to Execute any Necessary Documents. | 109-113 | Smith  |
| 21. | Consideration and Possible Action to Approve an Interlocal Cooperation Agreement with the City of Stanton for Fire Marshal Services and Authorizing the City Manager or His Designee to Execute any Necessary Documents   | 114-132 | Holt   |
| 22. | Consideration and Possible Action to Approve an Agreement with Pitney Bowes, Inc. for Mailing Equipment, and Authorization for the City Manager or His Designee to Execute any Necessary Documents  | 133-137 | Medina |
| 23. | Discussion of Proposed Budget for Fiscal Year 2026-27   |         | Darden |

**Council Input**

- |     |       |  |       |
|-----|-------|--|-------|
| 24. | Input |  | Moore |
|-----|-------|--|-------|

**Executive Session**

- |     |   |  |       |
|-----|---|--|-------|
| 25. | Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.072 Texas Government Code, "Deliberation Regarding Real Property; Closed Meeting," to Deliberate the Purchase, Exchange, Lease, or Value of Real Property when Deliberation in an Open Meeting Would have a Detrimental Effect on the Position of the Governmental Body in Negotiations with a Third Person and with the Purposes Permitted by the Open Meetings Act, Section 551.087, Texas Government Code, "Deliberation Regarding Economic Development Negotiations; Closed Meeting" to Discuss and Deliberate Economic Development Negotiations, and with the Purposes Permitted by the Open Meetings Act, Section 551.071, Texas Government Code, "Consultation with Attorney; Closed Meeting," and the Texas Disciplinary |  | Moore |
|-----|---|--|-------|

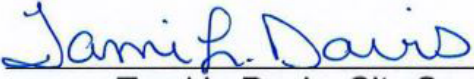
Rules of Professional Conduct, to Provide Legal Advice and Counsel on Contemplated Litigation.

- 26. Reconvene into Open Session and Take any Necessary Action Regarding Executive Session Items Moore
  
- 27. 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 Wednesday, June 17, 2026** in accordance with Title 5, Texas Government Code and Chapter 551.

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

  
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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 CONTACTING TAMI DAVIS AT 432-264-2513 OR EMAIL: [TDAVIS@MYBIGSPRING.COM](mailto: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, June 9, 2026, with the following members present in person:

MAYOR ROBERT MOORE  
MAYOR PRO TEM DIANE YANEZ  
COUNCIL MEMBER HOMER WILKERSON  
COUNCIL MEMBER GLORIA BLACKBURN  
COUNCIL MEMBER JOSEPHINE OCHOA  
COUNCIL MEMBER GARY GILLIHAN

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

TODD DARDEN	City Manager
JOHN MEDINA	Assistant City Manager
ANDREW HAGEN	City Attorney
SHANE BOWLES	Public Works Director
CHAD WILLIAMS	Police Chief
JAY HOLT	Fire Chief
MIKE FEELEY	Airpark Director
SANDY SMITH	Finance Director
SUSAN HIMES	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

**Fire Chief Jay Holt 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**

**Several citizens made the following comments: The Vietnam Memorial Board is hosting its first annual golf tournament as a fundraiser on June 27th; Complaint regarding carports and several code issues; Possibility of installing a water cut off valve on a curbside at a residence; and a complaint regarding some issues with a lack of accountability with city staff.**

#### Announcements, Presentations and Public Hearings

#### City Manager's Report

City Manager's report on the following items:

- Large Item Pickup, District 6 - June 17th
- Update - E-Waste

**Todd Darden, City Manager, reported on the above listed items as follows: There will be an event held by Galaxy FBO at the McMahon Wrinkle Airport on June 13th called Dream Flights for senior veterans and will have the opportunity to fly in a legendary WWII-Era Biplane; Large item pickup for District 6 will be on June 17th; and the E-waste event collected 22 pallets of electronics.**

#### Consent Items

Approval of the City Council Minutes for the Regular Meeting of May 26, 2026

Acknowledge Receipt of the Big Spring Economic Development Board of Directors Minutes for the Regular Meeting of April 7, 2026

Acknowledge Receipt of the Planning and Zoning Commission Minutes of the Regular Meeting of April 21, 2026

Acknowledge Receipt of the Zoning Board of Adjustments Minutes for the Regular Meeting of May 6, 2026

Acknowledge Receipt of the McMahon-Wrinkle Aviation Advisory Board Minutes for the Regular Meetings of March 19, 2026 and April 16, 2026

Final Reading of an Ordinance Granting a Partial Ad Valorem Tax Exemption for Tax Year 2025 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

Final Reading of an Ordinance Authorizing a Zone Change, ZC26-02, Amending the Big Spring Zoning Ordinance by Rezoning Approximately 0.179 Acre Tract of Land Lying In and Being in the Section 42, Block 32, T-1-N Tract 34 William B. Currie, T&P RR Co Survey in Big Spring, Howard County, TX also Known as 200 NE 8th Street from Neighborhood Service (NS) to Single Family-3 (SF-3); 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 Publi as Required by Law; and Providing an Effective Date

**MOTION WAS MADE BY Council Member Wilkerson to approve the above captioned minutes and ordinances, seconded by Council Member Gillihan.**

**YEAS: Mayor Moore, Mayor Pro Tem Yanez, Council Member Wilkerson, Council Member Blackburn, Council Member Ochoa, Council Member Gillihan** **6**

**NAYS: None** **0**

**MOTION PASSED**

Vouchers

Vouchers for 05/22/26 \$ 810,848.95

Vouchers for 05/29/26 \$ 59,549.43

**Council Member Blackburn reviewed the above captioned vouchers.**

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

**YEAS: Mayor Moore, Mayor Pro Tem Yanez, Council Member Wilkerson, Council Member Blackburn, Council Member Ochoa, Council Member Gillihan** **6**

**NAYS: None** **0**

**MOTION PASSED**

Bids

Consideration and Possible Action to Award a Bid for New Website for the Convention and Visitors Bureau (CVB) and Authorizing the City Manager or His Designee to Execute any Necessary Documents

**MOTION WAS MADE BY Mayor Pro Tem Yanez to award the above captioned bid to ITI Digital in the amount of \$69,600.00, seconded by Council Member Wilkerson.**

**YEAS: Mayor Moore, Mayor Pro Tem Yanez, Council Member Wilkerson, Council Member Blackburn, Council Member Ochoa, Council Member Gillihan** **6**

**NAYS: None** **0**

**MOTION PASSED**

Consideration and Possible Action to Award a Bid for a Portable Litter Fence System for the Big Sandy Landfill and Authorizing the City Manager or His Designee to Execute any Necessary Documents

**MOTION WAS MADE BY Mayor Pro Tem Yanez to award the above captioned bid to TarpArmor in the amount of \$180,237.50 for 25 portable litter fence panels, seconded by Council Member Gillihan.**

**YEAS: Mayor Moore, Mayor Pro Tem Yanez, Council Member Wilkerson, Council Member Blackburn, Council Member Ochoa, Council Member Gillihan** 6

**NAYS: None** 0

**MOTION PASSED**

Consideration and Possible Action to Award a Bid for a Server Replacement and Authorizing the City Manager or His Designee to Execute any Necessary Documents

**MOTION WAS MADE BY Mayor Pro Tem Yanez to award the above captioned bid to Dell Technologies in the amount of \$17,554.51, seconded by Council Member Gillihan.**

**YEAS: Mayor Moore, Mayor Pro Tem Yanez, Council Member Wilkerson, Council Member Blackburn, Council Member Ochoa, Council Member Gillihan** 6

**NAYS: None** 0

**MOTION PASSED**

New Business

Consideration and Possible Action to Accept a Grant from the F. Marie Hall Foundation to be Used Toward the Construction of a New Big Spring Community Center

**MOTION WAS MADE BY Mayor Pro Tem Yanez to accept a donation from F. Marie Hall grant in the amount of \$3,000,000 to be used toward the construction of a new Community Center, seconded by Council Member Gillihan.**

**YEAS: Mayor Moore, Mayor Pro Tem Yanez, Council Member Wilkerson, Council Member Blackburn, Council Member Ochoa, Council Member Gillihan** 6

**NAYS: None** 0

**MOTION PASSED**

First Reading of a Resolution Updating the Personnel Policies to Comply with State Law and Giving the City Manager Authority to Set Procedures for Handling Public Information Requests; 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

**MOTION WAS MADE BY Council Member Wilkerson to approve the above captioned resolution, seconded by Mayor Pro Tem Yanez.**

**YEAS: Mayor Moore, Mayor Pro Tem Yanez, Council Member Wilkerson, Council Member Blackburn, Council Member Ochoa, Council Member Gillihan** 6

**NAYS: None** 0

**MOTION PASSED**

First Reading of an Ordinance Amending the Purchasing Procedure Manual to Expand and Clarify the City's Authority to Use Cooperative Purchasing Methods; 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

**MOTION WAS MADE BY Council Member Wilkerson to approve the above captioned ordinance, seconded by Council Member Gillihan.**

**YEAS: Mayor Moore, Mayor Pro Tem Yanez, Council Member Wilkerson, Council Member Blackburn, Council Member Ochoa, Council Member Gillihan** 6

**NAYS: None** 0

**MOTION PASSED**

First Reading of an Ordinance Authorizing a Convenience Fee for Certain Card Payments of Ambulance and Fire and Rescue Service Fees and a Reimbursement Fee for Card Payments to Municipal Court and Amending the Big Spring City Code; Repealing Section 2-196 of the Big Spring City Code; Adding Sections 22-13 and 22-14 to Chapter 22 of the Big Spring City Code; 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 Mayor Pro Tem Yanez to approve the above captioned ordinance, seconded by Council Member Gillihan.**

**YEAS: Mayor Moore, Mayor Pro Tem Yanez, Council Member Wilkerson, Council Member Blackburn, Council Member Ochoa, Council Member Gillihan** 6

**NAYS: None** 0

**MOTION PASSED**

Consideration and Possible Action to Approve an Agreement with Atlantic Employee Screening for Employment Screening Services and Authorizing the City Manager or His Designee to Execute any Necessary Documents

**MOTION WAS MADE BY Mayor Moore to approve the above captioned agreement, seconded by Council Member Wilkerson.**

**YEAS: Mayor Moore, Mayor Pro Tem Yanez, Council Member Wilkerson, Council Member Blackburn, Council Member Ochoa, Council Member** 6

**Gillihan**  
**NAYS: None**

**0**  
**MOTION PASSED**

Consideration of an Amendment to the Black Forest Ventures Aviation RE, LLC Lease for Premises at McMahon-Wrinkle Airport for the Proposed Development of an 18,000 Square Foot Aircraft Hangar, 2,400 Square Feet of Associated Office Space and 5,000 Square Feet of Vehicle Parking Lot, Adjacent to Taxiway Bravo and South of the Fuel Farm, and Authorizing the City Manager to Negotiate and Execute any Necessary Documents Associated with the Amendment

**MOTION WAS MADE BY Mayor Pro Tem Yanez to approve the above captioned amendment, seconded by Council Member Ochoa.**

**YEAS: Mayor Moore, Mayor Pro Tem Yanez, Council Member Wilkerson, Council Member Blackburn, Council Member Ochoa, Council Member Gillihan**

**6**

**NAYS: None**

**0**  
**MOTION PASSED**

Consideration and Possible Action to Approve an Agreement for Professional Services between the City of Big Spring and the Law Offices of Environmental Litigation Group, P.C. to Provide Assistance with Legal Services and Special Expertise involving the Collection of a Delinquent Obligation Owed to the City by Judgement and Authorizing the City Manager or His Designee to Execute any Necessary Documents

**No action taken at this time on the above captioned agreement.**

#### Other Business

Final Reading of a Resolution Authorizing the City Manager or His Designee to Enter into a Multiple-Use Agreement with the Texas Department of Transportation Allowing the Installation and Operation of Automated License Plate Recognition Cameras in Texas Department of Transportation Right-of-Way; and Providing an Effective Date  
**Several citizens spoke for and against the above captioned resolution. This resolution was already passed and approved on a second reading at the May 26, 2026 Council meeting and no further action was necessary at this time.**

#### Council Input

Input  
**No comments were made at this time.**

#### Executive Session

ADJOURN into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.071, Texas Government Code, "Consultation with

Attorney; Closed Meeting," and the Texas Disciplinary Rules of Professional Conduct, to Provide Legal Advice and Counsel on:

- Casias v. City of Big Spring, Texas, et al., Civil Action No. 1:26-CV-00024-H-BU, United States District Court, Northern District of Texas; and
- Contemplated Litigation.

**Mayor Moore adjourned into the above captioned executive session at 7:15 p.m.**

Reconvene into Open Session and Take any Necessary Action on Executive Session Items

**Mayor Moore reconvened into open session at 7:52 p.m. No action was taken at this time.**

Adjourn

**Mayor Moore adjourned the City Council meeting at 7:52 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, May 19, 2026, 5:15 p.m.**  
**Offices of the Big Spring Economic Development Corporation**  
**215 West Third Street, Big Spring, Texas**

The Regular Meeting of the May 19, 2026, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on May 13, 2026, to the Board of Directors, the news media, and duly posted, 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 May 19, 2026, 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 April 7, 2026 Regular Meeting, Discuss/Consider/Possible Action to Approve March and April Financials and Investment Report, Update on Multi Modal Master Plan and Branding Project, Discuss/Consider/Possible Action to enter into an Agreement between the City and BSEDC concerning the Multi Modal Master Plan and Branding of the McMahan/Wrinkle Airport and Crossroads Business Park, Discuss/Consider/Possible Action to enter into an Administrative Services Agreement between the City and BSEDC, Directors Report, Budget Workshop, Executive Session, Action as a Result of Executive Session, Board Comment, and Adjourn".

**Directors Present:**

Mr. Terry McDaniel- President  
Mr. Taylor Parks- Vice President  
Mr. Nolan Dominguez- Secretary/Treasurer  
Mr. Mundy Weeks  
Mr. Chad Wash  
Mr. Gary Fuqua  
Mr. Scott Emerson

**Directors Absent:**

**Staff Present:**

Mrs. Susan Sankey, Ms. Teresa Morris

**Guests that signed in:** Nick Proetti, Ray Canevari, Alan Cox, Mike Feeley

**AGENDA ITEM #1 – Call to Order/Invocation and Pledge:** Mr. McDaniel called the meeting to order at 5:16 p.m. Mr. Wash led the invocation and pledge.

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

None

**AGENDA ITEM #3-Consideration/Action to Approve Minutes of the April 7, 2026, Regular Meeting:** Mr. McDaniel presented the Minutes. Mr. Parks made a motion to approve the minutes seconded by Mr. Emerson. The motion passed 7 to 0 with all members present voting "aye" in favor of the motion.

**AGENDA ITEM #4- Discuss/Consider/Possible Action to Approve March and April Financials and Investment Report:** Mr. Dominguez presented the investment report and financials. Mr. Fuqua made a motion to approve seconded by Mr. Parks. The motion passed 7 to 0 with all members present voting "aye" in favor of the motion.

**AGENDA ITEM#5- Update on Multi Modal Master Plan and Branding Project- Mike Feeley, Airport Director:** Mr. Feeley gave an update on the Multi Modal Master Plan and Branding Project.

**AGENDA ITEM #6- Discuss/Consider/Possible Action to enter into an Agreement between the City and BSEDC Concerning the Multi Modal Master Plan and Branding of the McMahan/Wrinkle Airport and Crossroads Business Park:** Motion to Approve the Agreement between the City and BSEDC

Concerning the Multi Modal Master Plan and Branding of the McMahon/Wrinkle Airport and Crossroads Business Park was made by Mr. Emerson seconded by Mr. Dominguez. The motion passed 7 to 0 with all members present voting “aye” in favor of the motion.

**AGENDA ITEM #7- Discuss/Consider/Possible Action to enter into an Administrative Services Agreement between the City and BSEDC:** This item was tabled until further notice.

**AGENDA ITEM #8- Directors Report:**

Sales Tax Update. Tasks and Project(s) Update, MultiModal Master Plan and Branding, TIRZ #2- County, TIRZ #2- City, Audit report to Council, Zoning for Crossroads Business Park, Frazier introduction, Top Employers/Industries, Business prospects, Opportunity Zones. Networking and Education, Google Texas Economic Development Open House, School to Industry, I-27 Advisory Meeting, Rotary (Tuesday & Friday), Howard County Planning Workshop, Howard County Commissioners Court, Monthly County Meeting, The High Ground of Texas Site Selector Summit, City Staff Meetings, LeadingEDG, Airport Advisory Board, Tour of Downtown, AEDL/MEDP, Howard College Business Advisory Meeting, Howard College, SEDC Site Selector Summit, Howard College/TACC DoL Grant, Site Selector Magazine – Teams meeting, David Jones, Freese & Nichols, City Council Meeting, Spring Consultants Forum, Ports to Plains Annual Meeting

**AGENDA ITEM #9- Budget Workshop:**

Mrs. Sankey presented upcoming budget requests. The Board will hold a special meeting on June 11, 2026, for a more in-depth budget workshop.

**AGENDA ITEM #10-Adjourn into Executive Session in Accordance with Texas Government Code, Section 551.087 to Discuss or Deliberate Prospect Activity and in accordance with Texas Government Code.**

• **Prospective Activity**

Mr. McDaniel adjourned the Board into Executive Session at 7:22 pm, May 19, 2026. Mr. McDaniel called the Executive Session to order at 7:30 pm. Mr. McDaniel adjourned out of executive session at 8:07 pm, May 19, 2026. Mr. McDaniel reconvened into open session at 8:08pm., May 19, 2026.

**AGENDA ITEM #11- Action as a Result of Executive Session:**

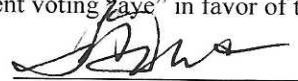
**AGENDA ITEM #12-Board Comments:**

**AGENDA ITEM #13- Adjourn:**

Mr. McDaniel called for a motion to adjourn. The motion to adjourn was made by Mr. Fuqua seconded by Mr. Weeks. The motion passed 7 to 0 with all members present voting “aye” in favor of the motion. The meeting adjourned at 8:08 pm on May 19, 2026.

ATTEST:

  
Mr. Nolan Dominguez, Secretary/Treasurer

  
Mr. McDaniel, President



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

**CC:** Todd Darden, City Manager

**From:** John Medina, Assistant City Manager

**Date:** June 9, 2026

**Subject:** Resolution Amending Personnel Policies Related to Council-Staff Relations and Public Information Requests

### **RECOMMENDED ACTION**

Approve a resolution amending Section 7 of Article IX of the City of Big Spring Personnel Policies to comply with House Bill 4310 (2025), repealing conflicting provisions related to Council-staff relations and information requests, and authorizing the City Manager to establish procedures for responding to public information requests.

### **BACKGROUND**

In 2025, the Texas Legislature adopted House Bill 4310, which established new statewide requirements governing a member of a governing body's right to access public information. These provisions are codified in Subchapter K, Chapter 552 of the Texas Government Code and provide a framework for governmental entities to manage requests for information from elected officials.

The City's current Personnel Policies contain provisions related to Council-staff relations and information requests that were adopted through Resolution Nos. 016-2020 and 023-2020. Following review by legal counsel, it has been determined that revisions are necessary to ensure consistency with current state law and to establish clear administrative procedures for handling requests for information.

The proposed resolution repeals portions of the current Personnel Policies relating to Council-staff relations and information requests and delegates authority to the City Manager to establish procedures for responding to public information requests, including requests made by members of the City Council pursuant to their statutory right of access.

## **PROPOSED CHANGES**

The proposed resolution would:

- Repeal conflicting provisions contained in Resolution Nos. 016-2020 and 023-2020.
- Amend Section 7 of Article IX of the Personnel Policies to address public information requests and Council requests for information.
- Authorize the City Manager to establish procedures governing the receipt, processing, and distribution of information requests.
- Provide administrative procedures intended to ensure compliance with the Texas Public Information Act, the Texas Open Meetings Act, and other applicable laws.
- Establish a process for handling information requests that may contain confidential or legally protected information.

## **SUPPLEMENTAL DOCUMENTS**

In conjunction with the proposed resolution, staff is providing the following documents for Council consideration and discussion:

1. Draft Council Member Confidential Use Agreement

The proposed agreement would provide a mechanism for Council Members to receive confidential information pursuant to Texas Government Code Section 552.404 while acknowledging their responsibilities regarding the use, protection, and disclosure of confidential information.

2. Draft Revision to Administrative Directive No. 44

The draft directive would establish administrative procedures for processing public information requests and Council information requests. The directive remains in draft form and may be modified based on Council direction and operational considerations. Additional request forms and administrative procedures may be formally adopted by the City Manager as necessary.

## **FISCAL IMPACT**

There is no anticipated fiscal impact associated with adoption of the resolution. Any administrative costs associated with implementation are expected to be absorbed within existing departmental budgets.

## **STAFF RECOMMENDATION**

Staff recommends approval of the resolution amending Section 7 of Article IX of the Personnel Policies to ensure compliance with House Bill 4310 and to provide a clear administrative framework for handling public information requests and Council requests for information.

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

**A RESOLUTION OF THE CITY CONCIL OF THE CITY OF BIG SPRING, TEXAS UPDATING THE PERSONNEL POLICIES TO COMPLY WITH STATE LAW AND GIVING THE CITY MANAGER AUTHORITY TO SET PROCEDURES FOR HANDLING PUBLIC INFORMATION REQUESTS; 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**, the City of Big Spring, Texas, is a home-rule municipal corporation and political subdivision of the State of Texas operating under a council-manager form of government; and

**WHEREAS**, in 2020, Resolutions 016-2020 and 023-2020 were adopted concerning Council information requests and other matters of Council-staff relations; and

**WHEREAS**, during the 89th Regular Session, the Texas Legislature enacted House Bill 4310 (2025), enacted during the 89th Regular Session of the Texas Legislature and codified in Subchapter K, Chapter 552, Texas Government Code, establishing mandatory statewide requirements governing the rights of members of a governing body to receive public information; and

**WHEREAS**, the City Council desires to ensure that the City’s personnel policies remain compliant with state law; and

**WHEREAS**, the City Council has considered the operational needs of the City and the working conditions of City employees in evaluating these amendments; and

**WHEREAS**, the City Council finds it necessary and desirable to amend the City’s personnel policies to promote the efficient administration of City operations and serve the best interests of the City and its employees;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY 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.** Section 7 of Article IX of the City of Big Spring Personnel Policies is hereby amended in its entirety to read as follows

Section 7 – Public Information Requests ~~Relations with Mayor and City Council~~

The City Manager shall have the authority to determine procedures for responding to public information requests.

#### A. Definitions

~~“Council” means one or more of the Members of City Council, including the Mayor, and individual City Council Members.~~

~~“Unofficial Council Information” means written or printed information directly or indirectly from a Council Member, except for City Council agendas; City Council minutes; proclamations; declarations; official acts of the Mayor; official ordinances, resolutions, rules, regulations, orders or other acts of City Council; oaths; executed contracts, deeds, liens, easements, or liens; memoranda of understanding; conflict of interest statements; audio recordings or video recordings of City Council meetings; and discussions that solely concern the time, place, or agenda items for future City Council meetings.~~

~~“Council Member” means the Mayor or another City Council Member.~~

~~“Information” includes written documents, printed documents, messages, correspondence, records, logs, printed photographs, audio recordings, and video recordings, electronic or physical that were already “records of the city” under Big Spring Code Section 2-11 before they were requested, and any form of communication that passes information from such records of the city.~~

#### B. Council Requests for Information and Questions to Staff

~~When a Council Member requests information for any staff member, the staff member may provide the information. A staff member receiving the request must promptly notify a supervisor, a director, or the City Manager. Any supervisor who receives a request for information from a Council Member must notify a director or the City Manager. An employee who did not know that the person was a Council Member is exempted from this requirement.~~

#### C. Responding to a Council Member’s Request for Information or Question

~~1. A director, the City Manager, the City Secretary, or the Assistant City Secretary must provide the information requested by Council only with the following procedure. All information requested by Council must be distributed by the City Manager, a director, the City Secretary, or Assistant City Secretary, or one of their designees, to all Council Members with the notation indicating which Council Member requested the information. If the information was requested during an official City Council meeting, the notation may be omitted.~~

~~2. Information that may not be shared legally is exempted.~~

~~3. Requests for information or answers to questions that may contain Unofficial Council Information that could lead to a walking quorum must be approved by the City Attorney or the City's officially authorized outside legal counsel prior to release and cannot be released if such a release would violate any law.~~

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

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

**SECTION 3.** All resolutions or parts of resolutions and minute orders in conflict herewith, including Resolution 016-2020 and Resolution 023-2020 are hereby repealed to the extent of the conflict.

**SECTION 4.** Should any one or more sections or clauses of this Resolution be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

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

**SECTION 6.** This Resolution shall become effective immediately.

**SECTION 7.** This Resolution 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 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, with all members of the Council voting "aye" for the passage of same.

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

ATTEST:

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

## COUNCIL MEMBER CONFIDENTIAL USE AGREEMENT

This Council Member Confidential Use Agreement (“Agreement”) is made under Texas Government Code § 552.404 between the City of Big Spring, a Texas municipal corporation (“City”), and \_\_\_\_\_, a duly elected member of the City Council of Big Spring (“Council Member”).

The Council Member understands that under Texas law, most records of the City are public information, some public information is confidential, and that some records of the City are confidential but not public information.

In this Agreement:

“Confidential Information” means information the Council Member received from the City in connection with making the Request, and which information is made confidential by constitutional, statutory, or judicial authority.

"Disclose" means sharing Confidential Information with anyone without legal right of the Council Member to do so, in any form—verbally, in writing, on paper, or in electronic form—regardless of the intent of the Council Member.

"PHI" means has the meaning of "protected health information" assigned by Section 181.006, Texas Health & Safety Code; Section 552.002(d), Texas Government Code.

"Public Information" has the meaning assigned by Section 552.002, Texas Government Code. Most "records of the City," defined by Section 2-211, Big Spring City Code, are public information. Public Information excludes PHI.

"Request" means the Council Member's request, presented in Exhibit A, and attached and incorporated into this Agreement.

"Requested Information" means Public Information responsive to the Request.

"Secure" means to maintain Confidential Information in a manner that reasonably protects it from unauthorized access, use, disclosure, alteration, or destruction, consistent with applicable law. The obligation to Secure Confidential Information includes exercising reasonable care to prevent unauthorized disclosure and to comply with all legal requirements governing retention, return, or destruction of records, as applicable.

This Agreement regarding the Request is authorized by Section 552.404, Texas Government Code, as it may be amended from time to time. The Agreement is unilateral. It is the City's belief that some or all Requested Information is Confidential Information.

The Council Member shall not Disclose the Confidential Information; and the Council Member shall Secure the Confidential Information.

The duties imposed by this Agreement are contractual and exist independently of, and in addition to, any duties imposed by statute, common law, or other legal authority. Compliance with this

Agreement is required even in circumstances in which applicable law does not expressly impose liability on the Council Member for Disclosure.

The Council Member understands and undertakes the duty to Secure Confidential Information. The Council Member understands that the duty to Secure Confidential Information under this Agreement continues past the end of the last term of office with the City Council that the Council Member has, unless and until it is no longer Confidential Information. The Council Member understands that if anyone Discloses the Confidential Information, the Confidential Information remains Confidential Information. The Council Member acknowledges that disclosure of Confidential Information may be restricted by law and may carry civil or criminal penalties, and that the Council Member may seek legal advice before making any such disclosure.

The Council Member understands that unauthorized use or disclosure of Confidential Information may cause harm to the City. The City may seek any relief or remedy available under applicable law, whether legal, equitable, or statutory. The City and the Council Member agree that any action arising under this Agreement shall be brought in a court of the State of Texas sitting in Howard County, Texas, except to the extent a court of competent jurisdiction determines that such venue is unavailable or precluded by law. This Agreement is governed by Texas law.

The Council Member understands that this Agreement does not excuse the Council Member from following laws, including but not limited to the Texas Public Information Act or the Texas Open Meetings Act.

Nothing in this Agreement shall be construed as a waiver of the City's governmental immunity, immunity from suit, or immunity from liability. The City retains all immunities and defenses available under law. No provision of this Agreement, and no act or omission of the City, shall constitute a waiver of immunity except to the extent, if any, that such waiver is expressly and unambiguously authorized by statute.

The Council Member acknowledges receipt of the Agreement and understands that execution of it is voluntary on the part of the Council Member, and that no deadline for execution of it applies. If the Council Member wants to inspect and/or duplicate Requested Information without executing this Agreement, the Council Member may request that the Requested Information be redacted of Confidential Information prior to inspection or duplication.

EXECUTED as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**COUNCIL MEMBER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**Exhibit A**

NO. 44  
PUBLIC INFORMATION  
AND  
COUNCIL PUBLIC INFORMATION REQUESTS

This policy establishes uniform administrative procedures for responding to public information (open records) requests and City Council information requests.

A. Staff Receiving a Request for Public Information

Upon receiving a request for public information, an employee shall promptly forward the request:

- to the City Secretary; or
- if the request is for Police Department information, to the person or office designated by the Chief of Police.

Staff shall not ask the requestor to explain the purpose of the request.

B. Oral Requests for Public Information.

Oral requests for public information should be honored when the request is made for an adopted ordinance, an adopted resolution, official minutes of City Council, a Charter provision, a meeting agenda, or an approved, official City form intended to be used by the public. An oral request for public information does not create a deadline for staff to respond except that a response should be prompt.

Staff may request that an oral request be reduced to writing, including for purposes of calculating statutory deadlines, preparing cost estimates, or requesting a decision from the Office of the Attorney General.

C. Written Requests for Public Information.

Staff shall provide to requestors forms approved by the City Manager.

A written request not using an official form will be processed the same as other written requests.

D. Fees.

Fees associated with producing public information, including cost estimates, deposits, and production requirements, shall be handled in accordance with Chapter 552, Texas Government Code, and applicable rules of the Office of the Attorney General.

E. Statutory Rights of Access

Some individuals have a special right, created by statute, to request certain information.

## F. Council Public Information Requests

Requests for public information from City Council Members related to official City business shall be handled in accordance with the Texas Public Information Act, as amended.

Non-confidential public information requested by a Council Member shall be provided pursuant to the Council Member's statutory right of access under Section 552.403, Texas Government Code.

Any City employee who receives a Council Member request for information shall forward the request to the City Secretary. Upon receipt of a Council public information request, the City Secretary shall forward a copy of the request to the City Manager and to the City Attorney. The City Secretary shall proceed to collect all of the responsive information and process the request allowing duplication or inspection of public information in accordance with this administrative policy and applicable law.

Confidential information shall continue to be treated as confidential. A Council Member is entitled to receive public information that is confidential information, but only if the Council Member has executed the City's Confidential Use Agreement. A signed Confidential Use Agreement shall be placed in the contract records of the City. A Confidential Use Agreement is related to a given Council public information request.

A Council Member who requests public information that is confidential may, instead of signing a Confidential Use Agreement, request that the public information be redacted of confidential information prior to it being provided to a Council Member for inspection or duplication.

Protected Health Information (PHI) is not public information and thus any PHI must either be redacted before a Council Member public information request can be provided, or the PHI must be withheld entirely. PHI is confidential information, but because it is not public information, it may not be received by Council Members through their statutory right of access.

Council Members making requests for public information in their official capacity will not be charged.

Council Members may make public information requests in their non-official capacities as citizens. Such requests are treated the same as any other requests by citizens.

### **Certain Information Requests**

Any information request for firefighter "g" file information or judicial records of the Municipal Court, are not processed through this Administrative Directive. They should be referred to the Civil Service Director and the Municipal Court Judge, respectively.

Approved: \_\_\_\_\_  
City Manager

Draft



## Memorandum

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

**CC:** Todd Darden, City Manager

**From:** John Medina, Assistant City Manager

**Date:** June 9, 2026

**Subject:** Ordinance Amending the Purchasing Procedure Manual – Cooperative Purchasing Authority

### RECOMMENDED ACTION

Approve an ordinance amending Section 18 of the City of Big Spring Purchasing Procedure Manual to expand and clarify the City's authority to utilize cooperative purchasing methods and pre-bid contracts authorized by Texas law.

### BACKGROUND

The City of Big Spring routinely utilizes cooperative purchasing programs to procure goods, services, equipment, and technology in a cost-effective and efficient manner. Cooperative purchasing allows governmental entities to leverage competitively solicited contracts awarded by other governmental agencies and purchasing cooperatives, thereby reducing procurement time, administrative costs, and duplication of effort while maintaining compliance with state purchasing requirements.

The current Purchasing Procedure Manual authorizes the use of certain cooperative purchasing programs. However, staff and legal counsel have identified the need to modernize and clarify the City's purchasing authority to reflect current Texas statutes and provide additional procurement flexibility.

The proposed ordinance amends Section 18 of the Purchasing Procedure Manual and codifies expanded authority for the City to utilize cooperative purchasing programs and pre-bid contracts authorized under state law.

## **PURPOSE OF THE ORDINANCE**

The ordinance establishes a comprehensive framework for the City's use of cooperative purchasing methods and recognizes a broader range of procurement options available under Texas law.

Specifically, the ordinance authorizes the City to utilize contracts and purchasing programs established under:

- Chapter 791, Texas Government Code (Interlocal Cooperation Act);
- Chapter 271, Subchapter D, Texas Local Government Code (State Cooperation in Local Purchasing Programs);
- Chapter 271, Subchapter F, Texas Local Government Code (Cooperative Purchasing Programs);
- Chapter 271, Subchapter G, Texas Local Government Code (Federal Schedule Purchasing);
- Other applicable statutes authorizing governmental cooperative purchasing.

The ordinance also defines and authorizes the use of "Pre-bid Contracts," which are contracts competitively procured by other governmental entities or cooperative organizations and made available for use by participating governmental agencies.

## **COOPERATIVE PURCHASING PROGRAMS**

The ordinance formally recognizes the National Association of State Procurement Officials (NASPO) ValuePoint program as an approved cooperative purchasing source available to the City. NASPO ValuePoint is a nationally recognized cooperative purchasing organization that provides access to competitively awarded contracts through a lead-state procurement model.

In addition, the ordinance continues authorization for the City's participation in established cooperative purchasing programs, including:

- Houston-Galveston Area Council (HGAC)
- BuyBoard
- U.S. Communities
- Texas Building Procurement Commission Programs
- Department of Information Resources (DIR)

- TXMAS
- TIPS
- NASPO ValuePoint

### **PURCHASING SAFEGUARDS**

The ordinance maintains safeguards designed to ensure compliance with applicable purchasing laws. Prior to utilizing a cooperative purchasing contract:

- The contract must be current and valid.
- The contract must have been publicly advertised and competitively procured.
- Contract pricing must be available to the City.
- Contract documents must be reviewed by the Purchasing Department.
- Purchases must continue to follow City purchasing procedures and policies.

### **FISCAL IMPACT**

There is no direct fiscal impact associated with adoption of this ordinance.

The proposed amendment provides additional procurement tools that may result in cost savings, improved efficiency, and increased purchasing flexibility by expanding access to competitively awarded contracts.

### **STAFF RECOMMENDATION**

Staff recommends approval of the ordinance amending Section 18 of the Purchasing Procedure Manual. The amendment modernizes the City's purchasing policies, expands access to cooperative purchasing opportunities, and enhances the City's ability to obtain goods and services in an efficient and cost-effective manner while maintaining compliance with Texas law.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING THE PURCHASING PROCEDURE MANUAL TO EXPAND AND CLARIFY THE CITY'S AUTHORITY TO USE COOPERATIVE PURCHASING METHODS; 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 City of Big Spring (the "City") is a Texas home-rule municipality;  
and

**WHEREAS**, the use of cooperative purchasing methods promotes efficiency, reduces administrative costs, and enables the City to obtain goods and services at competitive prices by leveraging the purchasing power of multiple governmental entities;  
and

**WHEREAS**, the City has previously utilized intergovernmental and cooperative purchasing methods in accordance with applicable law, and now desires to expand the range of cooperative purchasing programs and pre-bid contracting options available to enhance efficiency and flexibility in procurement;

**WHEREAS**, the Interlocal Cooperation Act, ch. 791, Texas Government Code, authorizes the City of Big Spring to enter into certain contracts and agreements with other local governments to perform governmental functions and services;

**WHEREAS**, Section 271.083, Subchapter D, "State Cooperation in Local Purchasing Programs," ch. 271, Texas Local Government Code, authorizes the City to participate in purchasing programs established by the comptroller of the State of Texas, subject to certain requirements as provided therein;

**WHEREAS**, Section 271.102 of the Public Property Finance Act, ch. 271, Subchapter F, "Cooperative Purchasing Program," ch. 271, Texas Local Government Code, authorizes the City to participate in cooperative purchasing programs with another local government, or local cooperative organization, of the State of Texas or another state;

**WHEREAS**, the term "local cooperative organization" is defined under Section 271.101 of the Public Property Finance Act as an organization of governments established to provide local governments access to contracts with vendors for the purchase of materials, supplies, services, or equipment;

**WHEREAS**, the National Association of State Procurement Officials, Inc. (NASPO) is a non-profit association whose membership is comprised of governmental entities;

**WHEREAS**, NASPO administers NASPO ValuePoint, a cooperative purchasing program facilitating public procurement solicitations and agreements using a lead-state model that would allow the City to purchase goods and services by participating in purchasing contracts together with the State and other political subdivisions;

**WHEREAS**, Section 271.103, Subchapter G, “Purchases from Federal Schedule Sources of Supply,” ch. 271, Texas Local Government Code, authorizes the City to purchase goods or services available under Federal supply schedules of the United States General Services Administration;

**WHEREAS**, adopting this ordinance is in the public interest and is necessary to protect health, life and property, and to preserve the good government, order, and security of the municipality and its inhabitants;

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

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

**SECTION 2.** Section 18 of the Purchasing Manual is hereby amended to read in its entirety as follows:

**Section 18  
INTERGOVERNMENTAL COOPERATIVE PURCHASES**

For the purposes of this Section 18, the term “Pre-bid Contract” shall be understood and construed to mean any contract, agreement, or arrangement, made and authorized under one or more of the following statutes, as amended from time to time, which the City is hereby authorized to use:

- The Interlocal Cooperation Act, ch. 791, Texas Government Code;
- Subchapter D, “State Cooperation in Local Purchasing Programs,” ch. 271, Texas Local Government Code;
- Subchapter F, “Cooperative Purchasing Program,” ch. 271, Texas Local Government Code;
- Subchapter G, “Purchases from Federal Schedule Sources of Supply,” ch. 271, Texas Local Government Code; or
- Any other applicable law permitting the City to award or enter into a contract without prior solicitation of vendors by the City.

The City is authorized to enter into Pre-bid Contracts without separately going to bid when the following criteria are met:

- There must be a Pre-bid Contract, approved by the City Council and signed by both parties, on file in the Purchasing Department and with contract records of the City;

- The Pre-bid Contract must be current and valid;
- The contract awarded to the vendor of the contracted goods and/or services was publicly advertised through a competitive bidding process consistent with applicable law;
- The governmental entity or cooperative organization, and the vendor, must be willing to extend their contract pricing to the City;
- A complete copy of the Pre-bid Contract must be reviewed by the Purchasing Department;
- A complete copy of the Pre-bid Contract may be reviewed by the Legal Department; and
- The Purchasing Department, or approved departmental designee, will place the order in accordance with City procedures and policies.

Contact the Purchasing Department to determine if inter-local purchasing is feasible for your department's particular needs.

The National Association of State Procurement Officials (NASPO) ValuePoint program is expressly approved as an authorized cooperative purchasing program for use by the City, subject to the requirements of this section.

Examples of approved cooperative purchasing programs (co-op or co-ops) are:

- Houston-Galveston Area Council of Governments (HGAC)
- TASB – Buyboard
- U.S. Communities
- Texas Building Procurement Commission (TBPC)
- Department of Information Resources (DIR)
- TXMAS
- TIPS
- NASPO ValuePoint

**SECTION 3.** 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 4.** 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 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.** This Ordinance is ordered to be codified.

**SECTION 7.** This Ordinance shall become effective immediately.

**SECTION 8.** 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 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, with all members of the Council voting “aye” for the passage of same.

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

ATTEST:

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



## Memorandum

Date: June 9, 2026

From: Sandy Smith, Finance Director

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To: Mayor and City Council

---

Re: Ordinance Authorizing a Convenience Fee for Certain Card Payments

### Purpose of the Ordinance

The ordinance authorizes a convenience fee on card payments for ambulance service fees and fire and rescue service fees, and a reimbursement fee on credit card payments made to Municipal Court (which we currently assess).

These fees are voluntary and apply only when a payer chooses to use a card instead of an alternative payment method.

### Key Provisions

- Repeals existing Section 2-196 of the City Code related to payment card fees.
- Establishes new Sections 22-13 and 22-14 within Chapter 22 (Fees).

### Fee Structure:

- Ambulance fees: 2% convenience fee
- Fire & rescue service fees: 2% convenience fee
- Municipal Court payments: 3.95% reimbursement fee (no change to current fees)

### Financial Impact

The adoption of this ordinance will allow the City to recover transaction costs associated with electronic payments, reduce the use of general fund resources to subsidize payment processing fees, and align charges with actual costs incurred for card acceptance.

Municipal Court reimbursement fees will be deposited into the General Fund as required.

#### Legal Considerations

Municipal Court reimbursement fees are authorized under Chapter 132 of the Texas Local Government Code. The ordinance specifies that fees are optional and user-driven.

#### Effective Date

The ordinance will become effective upon its second publication in accordance with state law.

#### Recommendation

Staff recommends approval of the ordinance to ensure that the City recovers costs associated with card payment processing while maintaining flexible payment options for residents.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AUTHORIZING A CONVENIENCE FEE FOR CERTAIN CARD PAYMENTS OF AMBULANCE AND FIRE AND RESCUE SERVICE FEES AND A REIMBURSEMENT FEE FOR CARD PAYMENTS TO MUNICIPAL COURT AND AMENDING THE BIG SPRING CITY CODE; REPEALING SECTION 2-196 OF THE BIG SPRING CITY CODE; ADDING SECTIONS 22-13 AND 22-14 TO CHAPTER 22 OF THE BIG SPRING CITY CODE; 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 City of Big Spring is a Texas home-rule municipality; and

**WHEREAS**, the governing body of the City of Big Spring is the City Council; and

**WHEREAS**, ambulance and fire and rescue services provided by the City of Big Spring are governmental functions, and ordinances provide for fees for such services; and

**WHEREAS**, the convenience fee in this Ordinance for payments of fees for ambulance services and fire and rescue services arises solely from a payer's voluntary election to use a payment card rather than an alternative payment method, and such convenience fee is separate from and is in addition to the underlying fee; and

**WHEREAS**, the convenience fees authorized by this Ordinance for payment of ambulance service fees and fire and rescue service fees by payment card are reasonably related to, and intended to offset, the costs incurred in accepting and processing payment card transactions that would otherwise be borne by the City; and

**WHEREAS**, the reimbursement fee authorized by this Ordinance for payments to Municipal Court of fees, fines, court costs, and other charges is reasonably related to, and intended to offset, the expense incurred by the municipal official in processing the payment by credit card; and

**WHEREAS**, the reimbursement fee for payments to Municipal Court by credit card in this Ordinance are authorized pursuant to Chapter 132, Texas Local Government Code; and

**WHEREAS**, adopting this ordinance is in the public interest and is necessary to protect health, life and property, and to preserve the good government, order, and security of the municipality and its inhabitants;

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

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

**SECTION 2.** Section 2-196, "Payment card fees and service charges," Big Spring City Code, is hereby repealed.

**SECTION 3.** The Big Spring City Code is hereby amended by adding a section to be numbered 22-13, which said section reads as follows:

Big Spring City Code  
Chapter 22, Fees

Sec. 22-13. Payment by Card; Convenience Fee.

(a) Definitions.

In this section, the terms "credit card," "debit card," and "stored value card," have the meanings assigned by Chapter 604A, Texas Business & Commerce Code.

(b) Convenience Fee.

The City hereby requires collection of a convenience fee on certain payments of certain fees, taxes, and other charges if those payments are made by credit card, debit card, or stored value card.

(c) Limitation.

Nothing in this section requires a payer to satisfy a fee, tax, or charge using a credit card, debit card, or stored value card.

(d) Ambulance Fees.

The convenience fee under this section for payment of a fee set by Section 28-35, "Ambulance Fees," Big Spring City Code is two percent (2%) of the underlying fee.

(e) Fire and Rescue Service Fees.

The convenience fee under this section for payment of a fee set by Article II, "Fire and Rescue Service Fees," Chapter 24, Big Spring City Code is two percent (2%) of the underlying fee.

**SECTION 4.** The Big Spring City Code is hereby amended by adding a section to be numbered 22-14, which said section reads as follows:

Big Spring City Code  
Chapter 22, Fees

Sec. 22-14. Payment by Credit Card; Reimbursement Fee.

(a) Definitions.

In this section, the term “credit card” has the meaning assigned by Section 132.001, Texas Local Government Code.

(b) Reimbursement Fee.

The City hereby requires collection of a reimbursement fee on certain payments of fees, fines, court costs, and other charges if those payments are made by credit card.

(c) Limitation.

Nothing in this section requires a payer to satisfy a fee, fine, court cost, or other charge using a credit card.

(d) General Fund.

The municipal official collecting a reimbursement fee under this section shall deposit the fee or charge in the general fund of the municipality.

(e) Municipal Court.

The reimbursement fee under this section for a payment of a fee, fine, court cost, or other charge to Municipal Court is three and ninety-five hundredths percent (3.95%) of the fee, fine, court cost, or other charge.

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

**SECTION 5.** 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 6.** 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 7.** 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 8.** This Ordinance is ordered to be codified.

**SECTION 9.** This Ordinance shall become effective upon its second publication according to law.

**SECTION 10.** 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 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, with all members of the Council voting “aye” for the passage of same.

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

ATTEST:

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



INTEGRITY  
EXCELLENCE  
TRUST

June 17, 2026

Shane Bowles  
Director of Public Works  
City of Big Spring  
310 Nolan Street  
Big Spring, TX 79720

RE: Letter of Recommendation to Award  
2026 Water Line, Valve, and Fire Hydrant Replacements

Dear Mr. Bowles:

On June 10, 2026 bids were opened for the 2026 Water Line, Valve, and Fire Hydrant Replacements project. This project consists of the replacement of four (4) water line crossings along Birdwell Lane and replacement of valves, and fire hydrants located throughout the City. Five (5) bids were received with the low base bid of \$557,380.70. being turned in by Hanna Concrete & Oilfield Services, Inc. out of Brady, Texas.

We have performed a reference check for Hanna Concrete & Oilfield Services, Inc. and have found that they have very limited experience with utility installations. Therefore, we performed a reference check for the second low bidder, S&S Multi Services, Inc., and see no reason not to award the contract to the second low bidder. Based on our communication with the City, we recommend awarding the base bid to S&S Multi Services, Inc. for the total contract amount of \$598,545.00.

After the Council's decision to award the project, we will prepare documents for execution by the Contractor and the City.

Sincerely,



**JACOB | MARTIN**

Kirt Harle, P.E.  
Attachments – Bid Tabulation



3465 Curry Lane  
Abilene, TX 79606  
325.695.1070

908 S. Main Street, Suite 100  
Boerne, TX 78006  
325.695.1070

4920 S. Loop 289, Suite 106  
Lubbock, TX 79414  
806.368.6375

36 E. Twohig, Suite 101  
San Angelo, TX 76903  
325.695.1070

1925 Fort Worth Highway  
Weatherford, TX 76086  
817.594.9880

BID TABULATION



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

Hanna Concrete & Oilfield Services, Inc.	S&S Multi Service, Inc.	Whitewater Construction, Inc.	Deerwood Construction, Inc.	Finley Family Enterprises dba Finco Services
3425 Menard Hwy	6020 California Ave.	6632 Old Mexia Rd.	4909 CR 6300	4125 N. 18th St.
Brady, TX 76825	Odessa, TX 79762	Waco, TX 76705	Lubbock, TX 79415	Abilene, TX 79603

<b>BASE BID</b>										
<b>TOTAL BASE BID</b>		\$ 557,380.70 *		\$ 598,545.00		\$ 609,874.00		\$ 781,435.48		\$ 862,533.00

<b>ADDITIVE ALTERNATE BID</b>										
<b>TOTAL ADDITIVE ALTERNATE BID</b>		\$ 6,000.00		\$ 6,975.00		\$ 7,800.00		\$ 2,574.00		\$ 10,500.00

(\*) - Extension Error

**CITY OF BIG SPRING, TEXAS**

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, APPROVING A PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF BIG SPRING, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; 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 PUBLICATION; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Big Spring, Texas (the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), may designate a geographic area within the City or in the City’s extraterritorial jurisdiction or in both as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

**WHEREAS**, the Act provides that the governing body of a municipality by ordinance may designate a noncontiguous geographic area that is in the corporate limits of the municipality or in the extraterritorial jurisdiction (the “ETJ”) of the municipality or both to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

**WHEREAS**, the City Council desires to promote the development of a certain contiguous geographic area in the City and the City’s ETJ, through the creation of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

**WHEREAS**, on November 17, 2025, the City Council of the City of Big Spring, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 039-2025 designating a contiguous geographic area within the City and the City’s ETJ as Reinvestment Zone Number Two, City of Big Spring, Texas (the “Zone”); and

**WHEREAS**, as authorized by Section 311.011(e), and 311.008, of the Act, on June 23, 2026 the Board recommended that the Plan in Exhibit “A”, be approved by the City Council:

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

**SECTION 1. RECITALS INCORPORATED.**

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

**SECTION 2. FINDINGS.**

That the City Council hereby makes the following findings of fact:

- i. That the Plan includes all information required by Sections 311.011(b) and (c) of the Act.
- ii. That the Plan is feasible and the project plan conforms to the City’s master plan.

**SECTION 3. APPROVAL OF PLAN.**

That based on the findings set forth in Section 2 of this Ordinance, the Plan in Exhibit “A” is hereby approved.

**SECTION 4. SEVERABILITY CLAUSE.**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

**SECTION 5. OPEN MEETINGS.**

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

**SECTION 6. EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law.

**PASSED AND APPROVED** on first reading at a regular meeting of the City Council on the \_\_\_\_th day of \_\_\_\_\_ 2026, 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 \_\_\_\_th day of \_\_\_\_\_ 2026, with all members of the Council present voting “aye” for the passage of same.

**CITY OF BIG SPRING**

\_\_\_\_\_  
Robert Moore, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

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

**EXHIBIT A**  
**Project and Financing Plan**

# Tax Increment Reinvestment Zone #2

## City of Big Spring, Texas



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As a midpoint in West Texas, Big Spring sits at the crossroads of U.S. Highway 87 and Interstate 20, and is the county seat of Howard County, Texas. The city is in a rocky gorge between two high foothills of the Caprock escarpment in West Texas. The northern limit of the Edwards Plateau and the southern most hills of the Caprock converge in Big Spring.

Big Spring’s population was 26,144 at the 2020 census and delivers a mixture of yesterday, today, and tomorrow that welcomes the native and the newcomer alike.

Big Spring is surrounded by over one million people within a hundred mile radius. Big Spring is approximately 40 miles east of Midland, 80 miles north of San Angelo, 100 miles west of Abilene and 95 miles south of Lubbock. Midland International Airport is the closest major airport and is served by Southwest Airlines, American Airlines, and Continental Airlines. Private and corporate aircraft can fly directly into the Big Spring McMahon-Wrinkle Airport.



**DISCLAIMER**

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

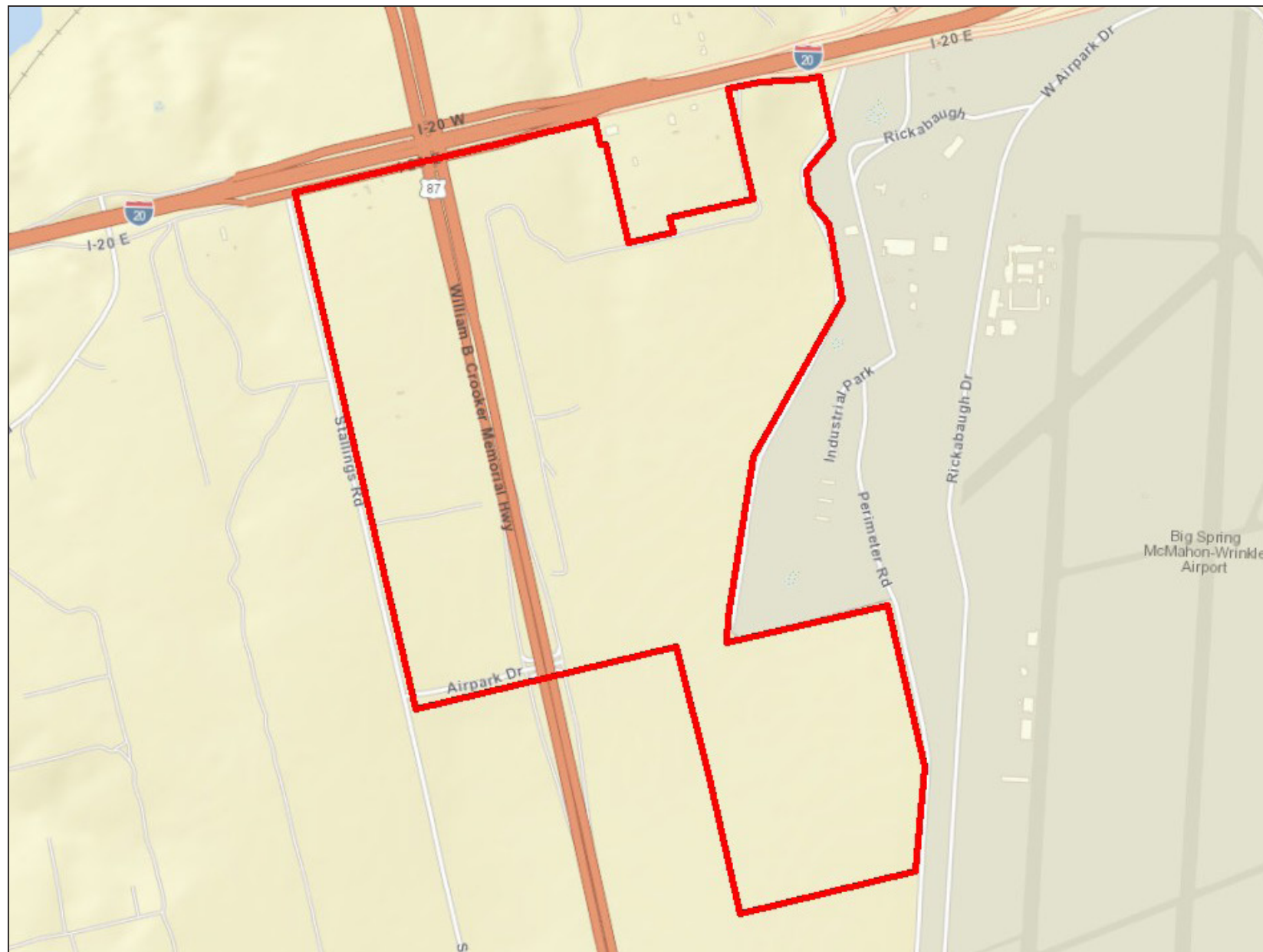
The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.

**Tax Increment Reinvestment Zone #2, City of Big Spring**

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 17, 2025 the City Council of the City of Big Spring, Texas (the “Council”), pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 039-2025 designating a contiguous geographic area within the City limits and City’s extraterritorial jurisdiction as Reinvestment Zone Number Two, City of Big Spring, Texas. The goal of Tax Increment Reinvestment Zone #2 (TIRZ #2) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This project and financing plan outlines the funding of \$2,899,968 in public improvements related to water, sanitary sewer, and storm water facilities, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Big Spring. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



 - TIRZ Boundary

## TIRZ Boundary

### Boundary Description

TIRZ #2 consists of approximately 620 acres located within the City limits and City's extraterritorial jurisdiction of the City of Big Spring. The legal description for the zone is described in detail below.

### Legal Description TIRZ #2

Beginning at the point the northwest corner of Property ID 297545 meets the southern right of way boundary of Interstate 20, thence

East along the northern boundary of Property ID 297545, continuing south along the eastern boundary of Property ID 297545 to the point it meets the northeast corner of Property ID 301391, thence

South along the eastern boundary of Property ID 301391, continuing south along the eastern boundary of Property ID 29745 to the point it meets the northern boundary of Property ID 297584, thence

East along the northern boundary of Property ID 297584, continuing south along the eastern boundary of Property ID 297584 to the point it meets the northeast corner of Property ID 297585, thence

South along the eastern boundary of Property ID 297585, continuing west then north along the boundary of Property ID 297585 to the point it meets the southwest corner of Property ID 297584, thence

North along the western boundary of Property ID 297584 to the point it meets the southern boundary of Property ID 297545, thence

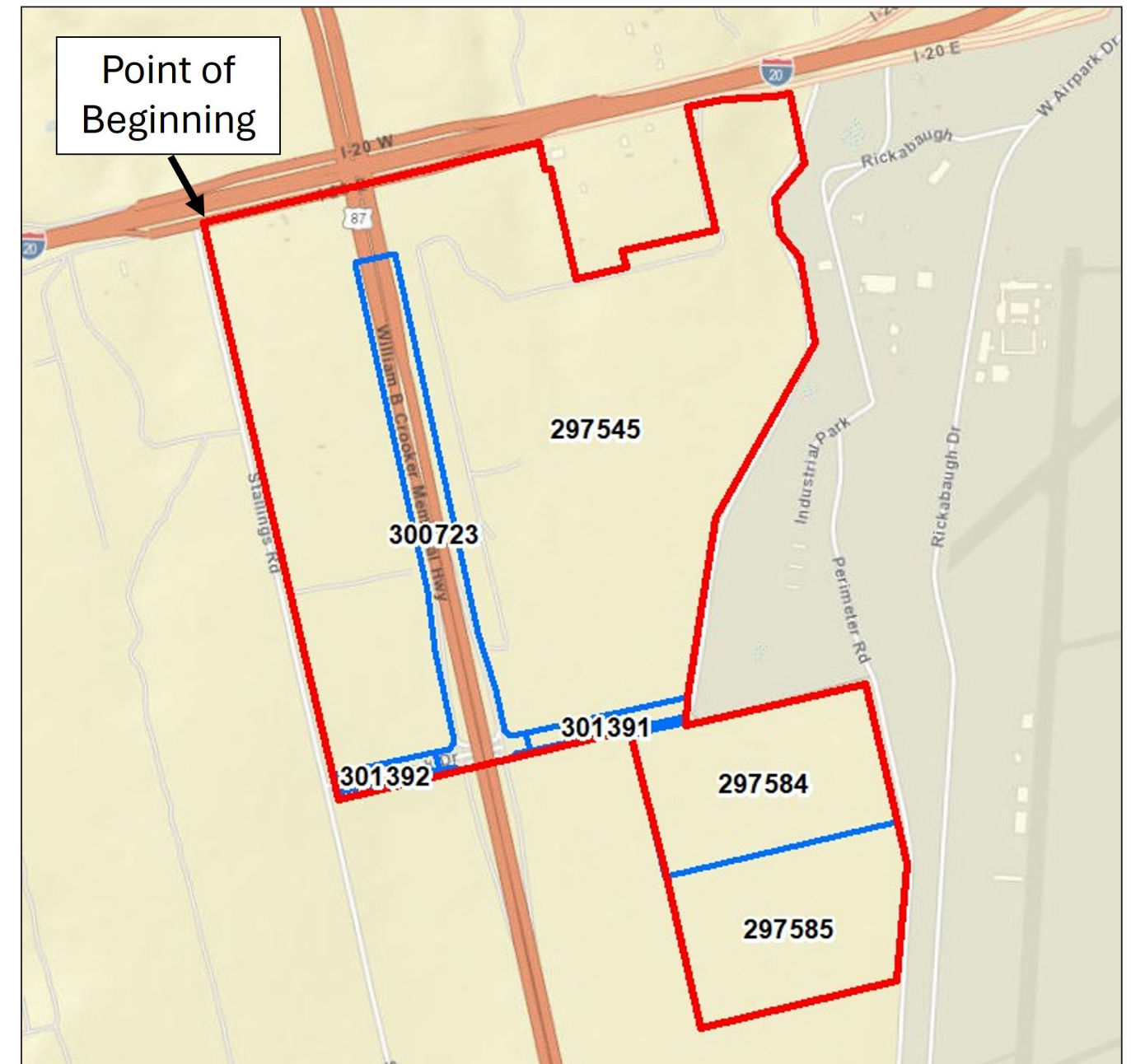
West along the southern boundary of Property ID 297545 to the point it meets the southern boundary of Property ID 300723, thence

West along the southern boundary of Property ID 300723 to the point it meets the southern boundary of Property ID 297545, thence

West along the southern boundary of Property ID 297545, continuing north along the western boundary of Property ID 297545, to the point it meets the southwest corner of Property ID 301392, thence

North along the western boundary of Property ID 301392 where it meets the eastern right of way boundary of Stallings Road, thence

North along the eastern right of way boundary of Stallings Road to the point the northwest corner of Property ID 297545 meets the southern right of way boundary of Interstate 20, which is the point of beginning.



## Current Conditions

### Land Use

The land within the zone is vacant, undeveloped land. Less than 30 percent of the property in the zone, excluding property that is publicly owned, is used for residential purposes.

### Zoning

The land within the TIRZ is not currently zoned. The property may need to be zoned to accommodate any future development. It is not anticipated there will be any changes to the City of Big Spring zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

### Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

### Current Ownership

There are currently 6 parcels within Tax Increment Reinvestment Zone #2. The 2025 estimated taxable base value of the property within the TIRZ is \$0. For further details of parcels included within the TIRZ see **Appendix A**.

Proposed Development

Anticipated Development

The table below provides an overview of the scope and timing of potential development that PAC projects could occur during the life of the TIRZ, based on market trends, known planned development, and input from City staff. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ. Non-Project Costs, costs that will be spent to develop in the Zone but will not be financed by the TIRZ, and will be financed by other funds, are estimated to be \$35,000,000 as shown in the table below.

	Projected Completion Date	SF	RP Taxable Value per SF	Incremental Value
<b>TIRZ #2</b>				
Industrial	2028	100,000	\$ 50	\$ 5,000,000
Industrial	2030	100,000	\$ 50	\$ 5,000,000
Industrial	2032	100,000	\$ 50	\$ 5,000,000
Industrial	2034	100,000	\$ 50	\$ 5,000,000
Industrial	2036	100,000	\$ 50	\$ 5,000,000
Industrial	2038	100,000	\$ 50	\$ 5,000,000
Industrial	2040	100,000	\$ 50	\$ 5,000,000
<b>Total</b>		<b>700,000</b>		<b>\$ 35,000,000</b>

## Project Costs

### Project Costs of the Zone

There are a number of improvements to be located within the boundaries of Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

<b>Proposed Project Costs - TIRZ #1</b>		
<b>Public Utilities</b>	<b>\$ 869,990</b>	<b>30%</b>
<i>Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements</i>		
<b>Parking, Rail, and Transit Improvements</b>	<b>\$ 289,997</b>	<b>10%</b>
<b>Street and Intersection Improvements</b>	<b>\$ 869,990</b>	<b>30%</b>
<b>Pedestrian Enhancements</b>	<b>\$ 289,997</b>	<b>10%</b>
<i>Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience</i>		
<b>Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements</b>	<b>\$ 231,997</b>	<b>8%</b>
<b>Economic Development Grants</b>	<b>\$ 289,997</b>	<b>10%</b>
<b>Administrative Costs</b>	<b>\$ 57,999</b>	<b>2.0%</b>
<b>Total</b>	<b>\$ 2,899,968</b>	<b>100%</b>

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code, listed to the right. The project costs listed above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The \$2,899,968 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration.

### Chapter 311 of the Texas Tax Code

#### Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

## Project Costs

### **Public Utilities includes but is not limited to:**

**Water Facilities and Improvements:** This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the TIRZ.

**Sanitary Sewer Facilities and Improvements:** This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

**Storm Water Facilities and Improvements:** Many areas within the TIRZ have an aging infrastructure, making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

**Parking and Transit Improvements:** Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

**Street and Intersection Improvements and Pedestrian Enhancements:** The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

**Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements:** In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

**Economic Development Grants:** This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

**Administrative Costs:** Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

**Method of Financing**

To fund the public improvements outlined on the previous page, the City of Big Spring will contribute 50% of the real property increment within the Zone. Subject to an interlocal agreement, Howard County will contribute 50% of the real property increment within the Zone.

**Debt Service**

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

**Economic Feasibility Study**

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing.

Utilizing the information outlined in this feasibility study, Pettit & Ayala Consulting has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

Real Property Tax - 2025 Rates		Participation	
City of Big Spring	0.67890300	50%	0.3394515
Howard County	0.30171100	50%	0.1508555
Big Spring ISD	0.75267800	0%	0.0000000
Howard College	0.21663700	0%	0.0000000
	<b>1.94992900</b>		<b>0.4903070</b>

Personal Property Tax		Participation	
City of Big Spring	0.67890300	0%	0.0000000
Howard County	0.30171100	0%	0.0000000
Big Spring ISD	0.75267800	0%	0.0000000
Howard College	0.21663700	0%	0.0000000
	<b>1.94992900</b>		<b>0.0000000</b>

Sales Tax		Participation	
City of Big Spring	0.01500000	0%	0.0000000
EDC	0.00500000	0%	0.0000000
	<b>0.02000000</b>		<b>0.0000000</b>

Financial Feasibility Analysis - Development Input

► INPUT

INFLATION RATE	3.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Big Spring	0.67890300	50%	0.3394515
Howard County	0.30171100	50%	0.1508555
Big Spring ISD	0.75267800	0%	0.0000000
Howard College	0.21663700	0%	0.0000000
	1.94992900		0.4903070

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Big Spring	0.67890300	50%	0.3394515
Howard County	0.30171100	0%	0.0000000
Big Spring ISD	0.75267800	0%	0.0000000
Howard College	0.21663700	0%	0.0000000
	1.94992900		0.3394515

City of Big Spring	0.01500000	0%	0.0000000
EDC	0.00500000	0%	0.0000000
	0.02000000		0.0000000

	Year	AREA SF/UNITS	REAL PROPERTY		PERSONAL PROPERTY		SALES	
			\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
Industrial	2028	100,000	\$ 50.00	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -
Industrial	2030	100,000	\$ 50.00	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -
Industrial	2032	100,000	\$ 50.00	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -
Industrial	2034	100,000	\$ 50.00	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -
Industrial	2036	100,000	\$ 50.00	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -
Industrial	2038	100,000	\$ 50.00	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -
Industrial	2040	100,000	\$ 50.00	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>		<b>700,000</b>		<b>35,000,000</b>		<b>-</b>		<b>-</b>

► OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Big Spring	34.8%	\$ 4,015,437	= \$ 4,015,437	+ \$ -	+ \$ -
Howard County	15.5%	\$ 1,784,499	= \$ 1,784,499	+ \$ -	+ \$ -
Big Spring ISD	38.6%	\$ 4,451,786	= \$ 4,451,786	+ \$ -	+ \$ -
Howard College	11.1%	\$ 1,281,320	= \$ 1,281,320	+ \$ -	+ \$ -
EDC	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
	100.0%	<b>11,533,042</b>	<b>\$ 11,533,042</b>	<b>\$ -</b>	<b>\$ -</b>
		100.0%	100.0%	0.0%	0.0%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Big Spring	69.2%	\$ 2,007,718	= \$ 2,007,718	+ \$ -	+ \$ -
Howard County	30.8%	\$ 892,249	= \$ 892,249	+ \$ -	+ \$ -
Big Spring ISD	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Howard College	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
EDC	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
	100.0%	<b>2,899,968</b>	<b>\$ 2,899,968</b>	<b>\$ -</b>	<b>\$ -</b>
		100.0%	100.0%	0.0%	0.0%

NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Big Spring	23.3%	\$ 2,007,718	= \$ 2,007,718	+ \$ -	+ \$ -
Howard County	10.3%	\$ 892,249	= \$ 892,249	+ \$ -	+ \$ -
Big Spring ISD	51.6%	\$ 4,451,786	= \$ 4,451,786	+ \$ -	+ \$ -
Howard College	14.8%	\$ 1,281,320	= \$ 1,281,320	+ \$ -	+ \$ -
EDC	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
	100.0%	<b>8,633,074</b>	<b>\$ 8,633,074</b>	<b>\$ -</b>	<b>\$ -</b>
		100.0%	100.0%	0.0%	0.0%



Financial Feasibility Analysis - TIRZ Revenue Generated

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.00%  
DISCOUNT RATE 6.00%

REAL PROPERTY TAX			
City of Big Spring	0.6789030	50%	0.3394515
Howard County	0.3017110	50%	0.1508555
Big Spring ISD	0.7526780	0%	0.0000000
Howard College	0.2166370	0%	0.0000000
	1.9499290		0.4903070

BUSINESS PERSONAL PROPERTY TAX			
City of Big Spring	0.6789030	0%	0.0000000
Howard County	0.3017110	0%	0.0000000
Big Spring ISD	0.7526780	0%	0.0000000
Howard College	0.2166370	0%	0.0000000
	1.9499290		0.0000000

SALES TAX			
City of Big Spring	0.0150000	0%	0.0000000
EDC	0.0050000	0%	0.0000000
	0.0200000	0%	0.0000000
	0.0000000	0%	0.0000000
	0.0000000	0%	0.0000000
	0.0400000		0.0000000

REVENUE YEAR	TAX BASE YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	TOTALS
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	
<b>BASE YEAR</b>																						
City of Big Spring	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Howard County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Big Spring ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Howard College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	*2025 Base Value to be provided by Howard Central Appraisal District																					
<b>TAXABLE VALUE</b>																						
City of Big Spring	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Howard County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Big Spring ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Howard College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TAXABLE VALUE INCREMENT</b>																						
City of Big Spring	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Howard County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Big Spring ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Howard College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>REVENUE A</b>																						
<b>TAXABLE VALUE GROWTH</b>																						
City of Big Spring	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Howard County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Big Spring ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Howard College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>REVENUE 1 - TIRZ 2</b>																						
<b>REAL PROPERTY TAX</b>	0	0	0	5,627,544	5,796,370	11,940,523	12,298,739	19,001,551	19,571,598	26,878,328	27,684,677	35,644,022	36,713,343	45,377,692	46,739,022	56,164,725	57,849,667	59,585,157	61,372,712	63,213,893		
<b>BUSINESS PERSONAL PROPERTY</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Big Spring	0	0	0	19,103	19,676	40,532	41,748	64,501	66,436	91,239	93,976	120,994	124,624	154,035	158,656	190,652	196,372	202,263	208,331	214,581	2,007,718	City of Big Spring
Howard County	0	0	0	8,489	8,744	18,013	18,553	28,665	29,525	40,547	41,764	53,771	55,384	68,455	70,508	84,728	87,269	89,887	92,584	95,362	892,249	Howard County
Big Spring ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Big Spring ISD
Howard College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Howard College
	0	0	0	27,592	28,420	58,545	60,302	93,166	95,961	131,786	135,740	174,765	180,008	222,490	229,165	275,380	283,641	292,150	300,915	309,942	2,899,968	
<b>REVENUE A, 1</b>	0	0	0	27,592	28,420	58,545	60,302	93,166	95,961	131,786	135,740	174,765	180,008	222,490	229,165	275,380	283,641	292,150	300,915	309,942	2,899,968	
<b>Running Total</b>	0	0	0	27,592	56,012	114,557	174,859	268,025	363,986	495,772	631,512	806,277	986,285	1,208,775	1,437,940	1,713,320	1,996,961	2,289,111	2,590,026	2,899,968		
<b>GROSS</b>	2,899,968																					
City of Big Spring	\$	-	-	-	19,103	19,676	40,532	41,748	64,501	66,436	91,239	93,976	120,994	124,624	154,035	158,656	190,652	196,372	202,263	208,331	214,581	2,007,718
Howard County	\$	-	-	-	8,489	8,744	18,013	18,553	28,665	29,525	40,547	41,764	53,771	55,384	68,455	70,508	84,728	87,269	89,887	92,584	95,362	892,249
Big Spring ISD	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
Howard College	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
EDC	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
	\$	0	0	0	27,592	28,420	58,545	60,302	93,166	95,961	131,786	135,740	174,765	180,008	222,490	229,165	275,380	283,641	292,150	300,915	309,942	2,899,968
																						<b>TOTAL</b>

Financial Feasibility Analysis - All Revenue Generated

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.00%  
DISCOUNT RATE 6.00%

REAL PROPERTY TAX			
City of Big Spring	0.6789030	100%	0.6789030
Howard County	0.3017110	100%	0.3017110
Big Spring ISD	0.7526780	100%	0.7526780
Howard College	0.2166370	100%	0.2166370
	1.9499290		1.9499290

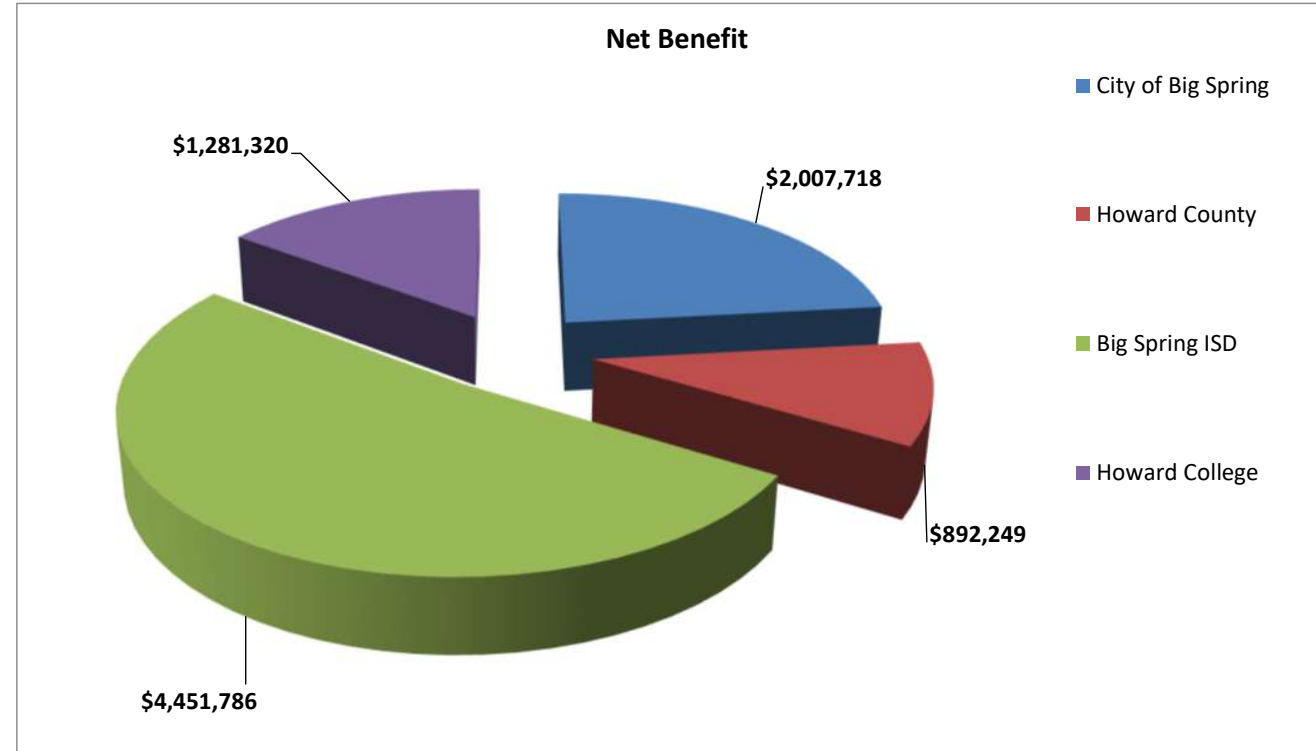
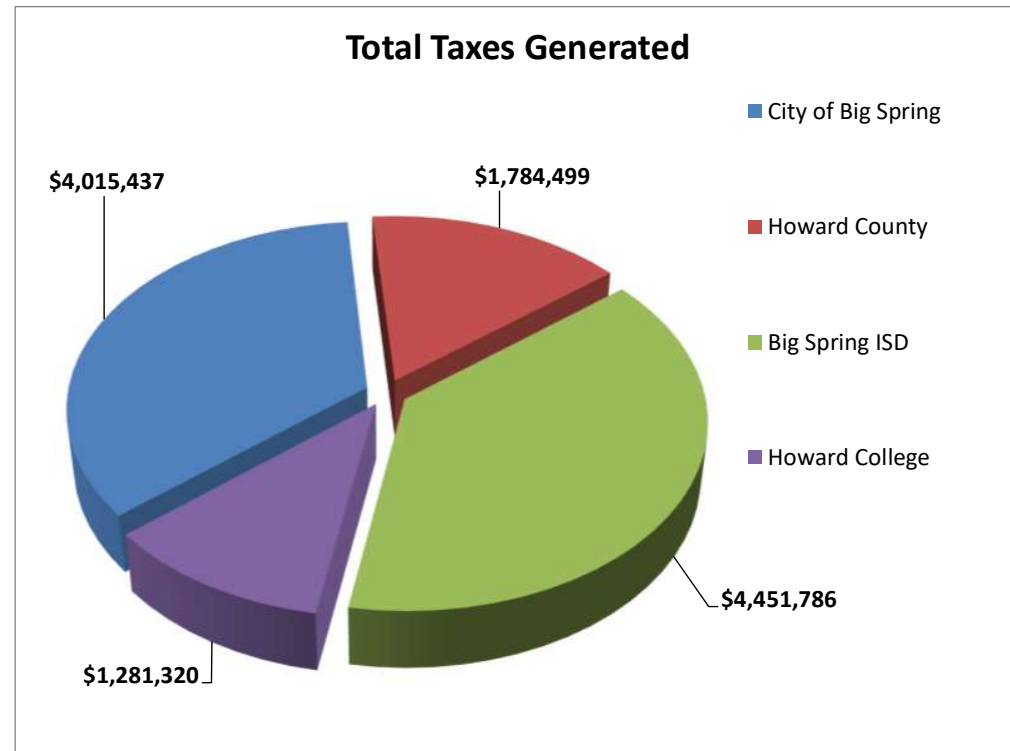
BUSINESS PERSONAL PROPERTY TAX			
City of Big Spring	0.6789030	100%	0.6789030
Howard County	0.3017110	100%	0.3017110
Big Spring ISD	0.7526780	100%	0.7526780
Howard College	0.2166370	100%	0.2166370
	1.9499290		1.9499290

SALES TAX			
City of Big Spring	0.0150000	100%	0.0150000
EDC	0.0050000	100%	0.0050000
	0.0200000	100%	0.0200000
	0.0000000	100%	0.0000000
	0.0000000	100%	0.0000000
	0.0400000		0.0400000

REVENUE YEAR	TAX BASE YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	TOTALS	
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045		
<b>BASE YEAR</b>																							
City of Big Spring	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Howard County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Big Spring ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Howard College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	<i>*2025 Base Value to be provided by Howard Central Appraisal District</i>																						
<b>TAXABLE VALUE</b>																							
City of Big Spring	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Howard County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Big Spring ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Howard College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>TAXABLE VALUE INCREMENT</b>																							
City of Big Spring	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Howard County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Big Spring ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Howard College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>REVENUE A</b>																							
<b>TAXABLE VALUE GROWTH</b>																							
City of Big Spring	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Howard County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Big Spring ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Howard College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>REVENUE 1 - TIRZ 2</b>																							
<b>REAL PROPERTY TAX</b>	0	0	0	5,627,544	5,796,370	11,940,523	12,298,739	19,001,551	19,571,598	26,878,328	27,684,677	35,644,022	36,713,343	45,377,692	46,739,022	56,164,725	57,849,667	59,585,157	61,372,712	63,213,893			
<b>BUSINESS PERSONAL PROPERTY</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
City of Big Spring	0	0	0	38,206	39,352	81,065	83,497	129,002	132,872	182,478	187,952	241,988	249,248	308,071	317,313	381,304	392,743	404,525	416,661	429,161	4,015,437	City of Big Spring	
Howard County	0	0	0	16,979	17,488	36,026	37,107	57,330	59,050	81,095	83,528	107,542	110,768	136,909	141,017	169,455	174,539	179,775	185,168	190,723	1,784,499	Howard County	
Big Spring ISD	0	0	0	42,357	43,628	89,874	92,570	143,020	147,311	202,307	208,376	268,285	276,333	341,548	351,794	422,740	435,422	448,484	461,939	475,797	4,451,786	Big Spring ISD	
Howard College	0	0	0	12,191	12,557	25,868	26,644	41,164	42,399	58,228	59,975	77,218	79,535	98,305	101,254	121,674	125,324	129,083	132,956	136,945	1,281,320	Howard College	
	0	0	0	109,733	113,025	232,832	239,817	370,517	381,632	524,108	539,832	695,033	715,884	884,833	911,378	1,095,172	1,128,027	1,161,868	1,196,724	1,232,626	11,533,042		
<b>REVENUE A, 1,</b>	0	0	0	109,733	113,025	232,832	239,817	370,517	381,632	524,108	539,832	695,033	715,884	884,833	911,378	1,095,172	1,128,027	1,161,868	1,196,724	1,232,626	11,533,042		
<b>Running Total</b>	0	0	0	109,733	222,758	455,590	695,407	1,065,923	1,447,556	1,971,664	2,511,495	3,206,529	3,922,413	4,807,246	5,718,623	6,813,796	7,941,823	9,103,691	10,300,416	11,533,042			
<b>GROSS</b>	11,533,042																						
City of Big Spring	\$	-	-	-	\$ 38,206	\$ 39,352	\$ 81,065	\$ 83,497	\$ 129,002	\$ 132,872	\$ 182,478	\$ 187,952	\$ 241,988	\$ 249,248	\$ 308,071	\$ 317,313	\$ 381,304	\$ 392,743	\$ 404,525	\$ 416,661	\$ 429,161	4,015,437	City of Big Spring
Howard County	\$	-	-	-	\$ 16,979	\$ 17,488	\$ 36,026	\$ 37,107	\$ 57,330	\$ 59,050	\$ 81,095	\$ 83,528	\$ 107,542	\$ 110,768	\$ 136,909	\$ 141,017	\$ 169,455	\$ 174,539	\$ 179,775	\$ 185,168	\$ 190,723	1,784,499	Howard County
Big Spring ISD	\$	-	-	-	\$ 42,357	\$ 43,628	\$ 89,874	\$ 92,570	\$ 143,020	\$ 147,311	\$ 202,307	\$ 208,376	\$ 268,285	\$ 276,333	\$ 341,548	\$ 351,794	\$ 422,740	\$ 435,422	\$ 448,484	\$ 461,939	\$ 475,797	4,451,786	Big Spring ISD
Howard College	\$	-	-	-	\$ 12,191	\$ 12,557	\$ 25,868	\$ 26,644	\$ 41,164	\$ 42,399	\$ 58,228	\$ 59,975	\$ 77,218	\$ 79,535	\$ 98,305	\$ 101,254	\$ 121,674	\$ 125,324	\$ 129,083	\$ 132,956	\$ 136,945	1,281,320	Howard College
EDC	\$	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	EDC
	0	0	0	109,733	113,025	232,832	239,817	370,517	381,632	524,108	539,832	695,033	715,884	884,833	911,378	1,095,172	1,128,027	1,161,868	1,196,724	1,232,626	11,533,042	<b>TOTAL</b>	

Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	TIRZ Participation	Net Benefit
City of Big Spring	\$4,015,437	\$2,007,718	\$2,007,718
Howard County	\$1,784,499	\$892,249	\$892,249
Big Spring ISD	\$4,451,786	\$0	\$4,451,786
Howard College	\$1,281,320	\$0	\$1,281,320
<b>Total</b>	<b>\$11,533,042</b>	<b>\$2,899,968</b>	<b>\$8,633,074</b>





**Length of TIRZ #3 in Years:**

The TIRZ has a 20 year term and is scheduled to end on December 31, 2045 (with the final year's tax increment to be collected by September 1, 2046).

**Powers and Duties of Board of Directors:**

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Acres	Legal	Owner
297545	443.61	SC 4 BK 33 1S 002 BLK/TRACT 33 1S 443.607 ACRES ACQ 07272017	CROSS ELL RANCH CORPORATION
297584	64.85	N/2 NE/4 LESS OF SC 9 BK 33 1S 058 BLK/TRACT 33 1S 64.85 ACRES ACQ 09282020	EDC
297585	62.62	S/2 NE/4 OF SC 9 BK 33 1S 059 BLK/TRACT 33 1S 62.62 ACRES ACQ 09282020	EDC
300723	40.089	SC 4 BK 33 1S 002 BLK/TRACT 33 1S 40.089 ACRES ACQ 102513	TEXAS DEPARTMENT OF TRANSPORTATION
301392	3.51	SC 4 BK 33 1S 002 BLK/TRACT 33 1S 3.51 ACRES ACQ 07272017	City of Big Spring
301391	5.37	SC 4 BK 33 1S 002 BLK/TRACT 33 1S 5.37 ACRES ACQ 07272017	City of Big Spring
	620.049		

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING THE CITY CODE TO ALIGN FOOD SAFETY REGULATIONS WITH STATE LAW; ADOPTING THE TEXAS FOOD ESTABLISHMENT RULES; PROVIDING FOR PERMITS, EXEMPTIONS, AND FEES CONSISTENT WITH CHAPTERS 437 AND 437B, TEXAS HEALTH AND SAFETY CODE; LIMITING REGULATION OF MOBILE FOOD VENDORS; AUTHORIZING HEALTH INSPECTORS; PROVIDING FOR INSPECTION, ENFORCEMENT, AND PREEMPTION; PROVIDING A PENALTY; PROVIDING FOR CODIFICATION; 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 City of Big Spring is a Texas home-rule municipality; and

**WHEREAS**, the Texas Legislature enacted Senate Bill 541 (89th Legislature, 2025), codified in Chapter 437, Health and Safety Code, relating to cottage food production operations; and

**WHEREAS**, the Texas Legislature enacted House Bill 2844 (89th Legislature, 2025), codified in Chapters 437 and 437B, Texas Health and Safety Code, which establishes a statewide regulatory framework for certain food vendors and limits local permitting and fee authority; and

**WHEREAS**, the Texas Legislature enacted Senate Bill 1008 (89th Legislature, 2025), which standardizes food service regulation across Texas by requiring local rules, permits, and fees to align with—and not exceed—state law; and

**WHEREAS**, the executive commissioner of the Texas Health and Human Services Commission, on behalf of the Texas Department of State Health Services (DSHS), proposed new rules codified at 25 Texas Administrative Code (TAC) Chapter 226, concerning mobile food vendors, published in the Texas Register on February 20, 2026, and these proposed rules cover Sections 226.1 through 226.8 and include, among other things, a tiered classification system for mobile food vendors; and

**WHEREAS**, Chapter 437 of the Texas Health and Safety Code authorizes municipalities to enforce state food safety laws and conduct inspections of food service establishments, including mobile food units, to ensure compliance with state law and rules adopted under state law; and

**WHEREAS**, Section 437.002 of the Texas Health and Safety Code permits local authorities to enforce state law governing food service establishments, including mobile

food units and roadside food vendors, and Section 437.009 authorizes authorized municipal personnel to enter such establishments to conduct inspections for compliance with applicable law; and

**WHEREAS**, in H.B. Bill 2844, the Legislature established permit exemptions for “small-scale food businesses,” those producing agricultural or primary food products with less than \$1.5 million in annual gross revenue, and to prohibit municipalities and other local authorities from requiring permits or fees for such businesses where they are already regulated by the State, thereby preempting conflicting local regulation; and

**WHEREAS**, Chapter 437 of the Texas Health and Safety Code authorizes municipalities and other local authorities to enforce state food safety laws and rules adopted under state law, including the Texas Food Establishment Rules, and to conduct inspections of food service establishments to determine compliance with such laws and rules; and

**WHEREAS**, the Texas Legislature has enacted Chapter 437B of the Texas Health and Safety Code to establish a statewide licensing and regulatory framework for Mobile Food Vendors, including a requirement for state-issued licenses and state-administered inspections; and

**WHEREAS**, Section 437B.004 limits duplicative or additional local inspection and regulatory requirements for Mobile Food Vendors, including restricting routine inspections by local governments except where authorized under state law or conducted pursuant to a collaborative agreement with the State; and

**WHEREAS**, the City has not entered into a collaborative agreement with the Texas Department of State Health Services for the routine inspection of Mobile Food Vendors, and therefore does not operate a local inspection program for such vendors; and

**WHEREAS**, notwithstanding these limitations, state law preserves limited local authority to act to protect public health and safety, including enforcement of state law and response to complaints, reported foodborne illness, or other circumstances authorized by Chapter 437 of the Texas Health and Safety Code; and

**WHEREAS**, a local authority, including a municipality, is authorized to investigate a mobile food vendor upon reasonable suspicion of a violation of law or upon receipt of a health or safety complaint, to report suspected violations to the State, and to participate in the enforcement of state law governing such vendors under Section 437B.201 of the Texas Health and Safety Code, effective July 1, 2026; and

**WHEREAS**, adopting this ordinance is in the public interest and is necessary to protect health, life and property, and to preserve the good government, order, and security of the municipality and its inhabitants;

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

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

**SECTION 2.** Section 1-2 of the Big Spring City Code is hereby amended to insert the following definition in the appropriate order:

Big Spring City Code  
Chapter 1. General Provisions

Sec. 1-2. Definitions and rules of construction.

*Cottage Food Production Operation* shall have the meaning assigned by Section 437.001, Texas Health and Safety Code.

*Mobile Food Vendor* shall have the meaning assigned by Section 437B.001, Texas Health and Safety Code. A "mobile food vendor" excludes those operating from vehicles deemed structures under Section 12-48, Big Spring City Code as they are not "readily movable."

*Small-Scale Food Business* means a food business established by a farmer or food producer with less than \$1.5 million in annual gross revenue. This definition shall be interpreted consistently with Section 437.0063, Texas Health and Safety Code.

**SECTION 3.** Article I of Chapter 28 of the Big Spring City Code is hereby amended to read as follows:

Big Spring City Code  
Chapter 28. Health.  
Article I. In General.

Sec. 28-2. Designation of Health inspectors.

(a) The City Manager is authorized to designate one or more City employees as Health inspectors for purposes of administering and enforcing this Article.

(b) The City Manager may designate a department head or other City employee to make or administer such designations on behalf of the City Manager. Any designation made under this subsection shall be subject to the supervision and control of the City Manager.

(c) A Health inspector designated under this section may perform duties authorized by this Article, including inspections, investigations, and enforcement actions, to the extent permitted by applicable state law.

(d) The City Manager may modify, revoke, or reassign any designation made under this section at any time, with or without cause.

(e) No designation under this section shall be construed to grant authority beyond that permitted by Chapter 437 or Chapter 437B, Texas Health and Safety Code, or other applicable law.

**SECTION 4.** Article II of Chapter 28 of the Big Spring City Code is hereby amended to read as follows:

Big Spring City Code  
Chapter 28. Health.  
Article II. Food Establishments.

Sec. 28-19. Definitions.

The following words, terms and phrases, plus the definitions set forth in the state food establishment rules, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~— *Authorized agent or employee* means an agent or employee of the city.~~

~~— *Regulatory authority* means any certified health inspector employed by the city.~~

*School food establishment* means a food service establishment where food is prepared and intended for services primarily to students in institutions of learning including, but not limited to, public and private schools, including kindergarten, preschool and elementary schools, junior high school, high schools, colleges, and universities.

*State rules* or *Texas Food Establishment Rules (TFER)* means the state rules found at 25 Tex. Admin. Code ~~Chapter 228, §§ 229.370—229.374 and 25 Tex. Admin. Code ch. 228. These rules are also known as the TFER.~~

*Time/Temperature Control for Safety (TCS) food* means food that requires time and/or temperature control to limit the growth of microorganisms or the formation of toxins, as defined by the Texas Food Establishment Rules, 25 Tex. Admin. Code Chapter 228. TCS foods are foods that must be kept refrigerated, frozen, or hot to remain safe, such as meats, dairy products, cooked foods, and prepared items like salads or sandwiches.

Sec. 28-20. Adoption of food establishment rules.

~~(a) The City adopts by reference the provisions of 25 Texas Administrative Code Chapter 228 (Texas Food Establishment Rules). The city adopts by reference the provisions of the current rules, or the rules as they may be amended in the future that are found in 25 Tex. Admin. Code §§ 229.370—229.374 and 25 Tex. Admin. Code ch. 228 regarding the regulation of food establishments in this jurisdiction, otherwise known as the state food establishment rules.~~

(b) This Chapter shall be interpreted and applied consistently with Chapters 437, 437A, and 437B of the Texas Health and Safety Code. The City may require permits, fees, or other regulatory approvals only to the extent expressly authorized by state law.

Sec. 28-21. Permits and exemptions.

(a) Where Texas Food Establishment Rules requires or authorizes a permit for a food establishment, such establishment shall obtain a permit from the City. Permits issued by the City under this Article are not transferable from one person to another or from one location to another location, except as otherwise provided herein. A valid permit shall be posted in or on each food establishment for which a permit is required by this Article.

~~A person may not operate a food establishment without a permit issued by the city unless such person holds a valid food establishment permit from the state department of health services issued prior to the effective date of the ordinance from which this article is derived. Permits are not transferable from one person to another or from one location to another location, except as otherwise permitted by this article. A valid permit must be posted in or on every food establishment regulated by this article.~~

(b) The following are exempt from ~~the~~ permitting requirements ~~under~~ of this article, but are not exempt from compliance with state rules; ~~the city may require any information necessary to determine whether an organization meets this exemption:~~

(1) Private homes where food is prepared for personal consumption;

(2) Food establishments subject to continuous federal inspection under the United States Department of Agriculture for meat or poultry processing; Federally inspected food establishments;

(3) Cottage Food Production Operations;  
~~Correctional facilities subject to inspection by the state department of criminal justice or the state jail commission;~~

(4) Nursing homes licensed and regulated by the Texas Health and Human Services Commission;  
~~Nursing homes subject to inspection by long-term care regulatory agency of the state department of human services;~~

(5) Hospitals and health care facilities licensed and regulated by the Texas Health and Human Services Commission, where food service is provided only to patients, residents, and staff and not to the general public;  
~~Hospitals subject to inspection by the health facility licensure division in the department and that do not serve food to the general public;~~

(6) Facilities owned or operated by the United States government; Food establishments on state campuses inspected by state college or university personnel in accordance with the requirements of title 25 Tex. Admin. Code § 229.373 relating to minimum standards for permitting and operation;

(7) Food manufacturers and food processing plants regulated under Chapter 431, Texas Health and Safety Code, but this exemption does not apply to retail food operations open to the public Food establishments licensed under the Texas Health and Safety Code ch. 431, as manufacturers of food;

(8) Any food establishment or activity to the extent prohibited or preempted by state law, including, for example, certain bed and breakfast operations under Section 437.019, Texas Health and Safety Code; and Food establishments subject to inspection by the department of state health services; and

(9) Vending machines offering only prepackaged, non-TCS foods. Food and beverage vending machines.

~~(e) Nonprofit organizations are exempt from the permit fees but not from the permitting requirements of this article or from the state rules.~~

(c) The City may conduct inspections and enforce sanitation standards, but shall not require a permit or deny or restrict operation except as allowed under Chapter 437, Texas Health and Safety Code for the following:

(1) Food establishments operated by political subdivisions of the State, including community college districts, are exempt from the permitting requirements of this article;

(2) Small-Scale Food Businesses;

(3) School food establishments and child care facilities subject to regulation under state or federal law governing food service operations; and

(4) Correctional facilities operated by the State of Texas or by a political subdivision of the State, including facilities subject to oversight by the Texas Department of Criminal Justice or the Texas Commission on Jail Standards.

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Health inspectors may inspect such facilities to verify sanitation conditions and compliance with state law. Health inspectors shall not require a permit or attempt to suspend or prohibit operations of such facilities unless specifically authorized by state law.

(d) Mobile Food Vendors are regulated by the State of Texas. The City shall not require a permit or conduct routine inspections of Mobile Food Vendors except as authorized

under a collaborative agreement with the State or as otherwise permitted by Chapter 437B, Texas Health and Safety Code.

(ee) Nonprofit organizations are exempt from the permit fees but not from the permitting requirements of this article or from the state rules.

(f) The city may require any information necessary to determine whether an organization meets an exemption under subsections (b), (c), (d), or (e).

#### Sec. 28-22. Application for permit.

(a) The City may require submission of information reasonably necessary to administer and enforce the Texas Food Establishment Rules and applicable state law, including the name and address of the operator, the location and type of the food establishment, and contact information. Any person desiring to operate a food establishment and not otherwise exempt from these requirements must make a written application for a permit on forms provided by the city. The application must contain the name and address of each applicant, the location and type of the proposed food establishment and the applicable fee.

(b) Submission of such information shall be administrative only and shall not be used to create or impose additional permitting requirements, discretionary approvals, or conditions not expressly authorized by Chapter 437 or Chapter 437B, Texas Health and Safety Code. The City's review of such information shall be limited to determining compliance with applicable state law and the Texas Food Establishment Rules. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required may result in denial or revocation of the permit. Renewals of permits are issued for a two-year term and the same information is required for a renewal permit as for an initial permit.

(c) The City may inspect food establishments to determine compliance with state law and the Texas Food Establishment Rules. Failure to comply with applicable law may result in enforcement action, including citation, suspension, or abatement as authorized by law. Prior to the approval of an initial permit or the renewal of an existing permit, the city shall inspect the proposed food establishment to determine compliance with state laws and rules. A food establishment that does not comply with state laws and rules will be denied a permit or the renewal of a permit.

#### Sec. 28-23. Permit fees.

(a) Generally. ~~Where a permit is authorized by state law, the operator shall pay a fee as established by the City Council. here a permit is authorized by state law, the operator shall pay a fee established by the City Council. Permits shall be issued for a term and under fee conditions consistent with applicable state law. A person who operates a food establishment shall obtain a permit from the city and pay a permit fee for each establishment unless specifically exempted under this ordinance. All permit fees are nonrefundable. Permits are issued for a two-year term. The fees are based on gross annual volume of sales as follows: shall obtain a permit from the city for each establishment unless specifically exempted under this ordinance. here a permit is not authorized by state law, no permit shall be required. Where a permit is authorized by state law, the operator shall pay the applicable fee. All permit fees are nonrefundable. Permits are issued for a two-year term.~~ The fees are based on gross annual volume of sales as follows:

(1) For an establishment with gross annual volume of food sales of \$0.00—\$49,999.99, the fee is \$250.00;

(2) For an establishment with gross annual volume of food sales of \$50,000.00—\$149,999.99, the fee is \$500.00; or

(3) For an establishment with gross annual volume of food sales of \$150,000.00 or more, the fee is \$750.00.

(b) School contractors. A person who contracts with a school to provide food services on a for-profit basis shall obtain a permit and pay a permit fee for each school where food services are provided. Permits are issued for a two-year term. The permit fee is \$250.00.

(c) ~~The City shall not require a permit for mobile food vendors where such permitting is preempted by Chapter 437B, Texas Health and Safety Code. The City may enforce applicable local regulations governing location, traffic, and safety. Mobile food establishments. A person who operates a mobile food establishment shall obtain a permit from the city for each mobile food unit operated.~~

~~(1) Each mobile food establishment shall be inspected and be in compliance with 25 Tex. Admin. Code § 228.221 and other applicable rules, and pay a nonrefundable permit fee before a permit is issued. If a request for inspection is not received or if the mobile food unit does not meet the minimum standards contained in § 25 Tex. Admin. Code § 228.221 and other applicable rules within one year of paying the permit fee, a new fee shall be paid.~~

~~(2) Permits are issued for a two-year term. The permit fee is \$250.00.~~

(d) Temporary food establishments. An organizer of an event at which a temporary food establishment is operated shall obtain a permit for each temporary food establishment. In the absence of an event organizer, each temporary event operator shall obtain a permit.

The application and permit fee for a temporary food establishment must be submitted to the city at least 30 days prior to the event. The permit fees are as follows:

- (1) Single-event permit. The permit fee is \$50.00 and is valid for the duration of a single event not to exceed 14 consecutive days from the initial effective date specified in the permit application.
- (2) Fourteen-day multiple event permit. The permit fee is \$75.00 and is valid at multiple events within a 14-day period. The permit shall be valid from the initial effective date specified in the permit application. The applicant must identify each event in the original application by name and provide the address/location of each event.
- (3) Two-year multiple event permit. Multiple-event permits are issued for a two-year term and the permit fee is \$200.00.

(4) Permits for temporary or roadside food establishments shall be required only to the extent authorized by Chapter 437, Texas Health and Safety Code.

~~(e) Reserved. Roadside food vendors. Each roadside vendor shall obtain a permit and pay a fee. All fees are nonrefundable. A permit will be issued for a two-year term. The permit fee is \$250.00.~~

(f) License or permit renewal subject to category change. If the license or permit category changes during the license or permit period, the license or permit shall be renewed in the proper category at the time of the renewal.

(g) Gross annual volume of food sales. Gross annual volume of food sales may be verified by data from the state comptroller of public accounts.

#### Sec. 28-24. Pre-permit inspection.

Health inspectors may conduct a pre-permit inspection of any food establishment required to obtain a permit under this Article for the purpose of determining compliance with applicable law.~~The city may conduct a pre-permit inspection for the purpose of determining compliance with these rules..~~

#### Sec. 28-25. Issuance of permit.

Permits may be issued only where authorized by Chapter 437, Texas Health and Safety Code, and shall be issued in accordance with state law. Issuance of a permit shall be ministerial where required by state law.

(1) A permit shall not be issued until all required fees for that permit have been paid.

(2) A valid permit shall be posted in a location in the food establishment that is conspicuous to consumers.

~~The city may issue a permit or a renewal permit for an establishment based on compliance specified in 25 Tex. Admin. Code §§ 229.370—229.374 and 25 Tex. Admin. Code ch. 228, and payment of all fees.~~

~~(1) The permit shall be posted in a location in the food establishment that is conspicuous to consumers.~~

~~(2) Permits for mobile food units, including pushcarts and roadside food vendors, shall be displayed on the units at all times.~~

~~(3) A permit shall only be issued when all past due and delinquency fees have been paid. This applies to any delinquent penalties due under an order issued by the city.~~

#### Sec. 28-26. Renewal of permit.

The permit holder shall submit a renewal application and permit fees prior to the expiration date of the permit. A person who files a renewal application after the expiration date shall pay an additional \$100.00 as a delinquency fee. This section applies only where a permit is authorized under Chapter 437, Texas Health and Safety Code.

#### Sec. 28-27. Amendment of permit.

A permit must be amended if there is a change of name or ownership of the establishment. A permit is not transferable upon change of location ~~with the exception of a permit issued to an operator of a mobile food unit or roadside food vendor.~~ This section applies only where a permit is authorized under Chapter 437, Texas Health and Safety Code.

#### Sec. 28-28. Suspension of permit.

(a) Imminent hazard. The city may, without warning, notice or hearing suspend any permit to operate a food establishment if the operation of the food establishment constitutes an imminent hazard to public health. Suspension is effective upon service of the notice required by this article. Whenever a permit is suspended under this section, the holder of the permit shall be afforded an opportunity for a hearing within 20 days of receipt of a request for a hearing.

(b) Suspension upon notice. Whenever a permit is suspended, the city shall notify the holder of the permit or the person in charge in writing that the permit is, upon service of notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the city by the holder of the permit within ten days. If no written request for hearing is filed within ten days of receipt of such notice, the suspension is sustained.

(c) Termination of suspension. The city may end a suspension at any time if reasons for suspension no longer exist.

(d) This section applies only where a permit is authorized under Chapter 437, Texas Health and Safety Code.

#### Sec. 28-29. Revocation of permit.

(a) The city may, after providing opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of this article or the state rules or for interference with the city in the performance of its duties. Prior to revocation, the city shall notify the holder of the permit or the person in charge, in writing, of the reason for which the permit is subject to revocation and that the permit shall be revoked at the end of the ten days following service of such notice unless a written request for a hearing is filed with the city by the holder of the permit within such ten-day period.

(b) If no request for hearing is filed within the ten-day period, the revocation of the permit becomes final.

#### Sec. 28-30. Administrative process.

(a) A notice, as required in this article, is properly served when it is delivered to the holder of the permit or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last-known address of the holder of the permit. A copy of the notice shall be filed in the records of the city.

(b) Any hearing provided for in these rules shall be conducted by the city manager at a time and place set forth in a written notice to the permit holder or person in charge at least three days prior to such hearing. Based upon the recorded evidence of such hearing, the city manager shall make final findings, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit by the city manager.

#### Sec. 28-31. Penalty.

(a) Any person who violates a provision of this article or the state rules, any person who is the permit holder or otherwise operates a food service establishment that does not comply with the requirements herein, or any responsible officer of such permit holder shall be guilty of a misdemeanor upon conviction and subject to a fine of not more than \$2,000.00. Each day such violation continues shall constitute a separate offense.

(b) The city may seek to enjoin violations of these rules.

Sec. 28-33. Inspections and Enforcement.

Sec. 28-33. Inspections and Enforcement.

(a) General Authority.

Health inspectors may enter and inspect a food establishment during normal operating hours to check whether it follows state food safety laws, including the Texas Food Establishment Rules.

If a violation is found, health inspectors may take enforcement action as allowed by state law, including:

- issuing a warning or notice of violation;
- issuing a citation;
- ordering correction of unsafe conditions;
- suspending or stopping operations when there is an immediate risk to public health, as authorized by state law; and
- taking any other action allowed under Chapter 437, Texas Health and Safety Code.

Health inspectors shall not require a permit, shut down an establishment, or stop operations unless state law clearly allows that action.

(b) When Inspections Apply.

The City may inspect only those food establishments that are required to follow state food safety laws and for which inspection is allowed under state law.

If a type of food operation is exempt from permits or inspections under state law, inspectors must follow the limits described in this section.

(c) Mobile Food Vendors (Food Trucks, Trailers, etc.).

Mobile Food Vendors are regulated by the State of Texas.

Health inspectors may investigate a Mobile Food Vendor only if:

- (1) a complaint is received; or
- (2) the inspector has reason to believe a health or safety violation exists.

Health inspectors shall not:

- perform routine inspections of Mobile Food Vendors; or
- inspect Mobile Food Vendors on a schedule.

If a problem is observed or suspected, the inspector shall:

- document the issue; and
- report it to the Texas Department of State Health Services.

(d) Limits on Authority.

This Article must be followed in a way that matches state law.

Health inspectors shall not:

- require permits,
- perform inspections, or
- take enforcement action

in any situation where state law does not allow it.

Sec. 28-34. Cottage Food Complaint Records.

The City shall maintain a record of complaints received regarding cottage food production operations as required by Section 437.0192, Texas Health and Safety Code. This section does not authorize regulation or inspection of such operations except as otherwise permitted by state law.

Sec. 28-35. Safe Harbor.

A health inspector or other City employee acting in good faith in reliance on this Article and applicable state law is authorized to take reasonable actions to enforce sanitation and health standards. This Article shall be construed to limit City authority to those actions expressly authorized by state law.

Sec. 28-36. No independent food safety standards.

The City does not adopt independent food safety standards. All sanitation and food safety requirements enforced under this Article are those established by state law and the Texas Food Establishment Rules.

Sec. 28-37. Preemption.

This Article shall not be interpreted or applied in a manner that conflicts with Chapters 437, 437A, or 437B of the Texas Health and Safety Code. To the extent of any conflict, state law shall control, and this Article shall be deemed inapplicable.

**SECTION 5.** Article III, Chapter 28 of the Big Spring City Code is hereby amended to read as follows:

Big Spring City Code  
Chapter 28. Health.  
Article III. Food and Drink Vending Machines

Sec. 28-51. Adoption of FDA sanitation ordinance.

Food and drink vending machines shall comply with the Texas Food Establishment Rules (25 TAC Chapter 228) and Chapter 437, Texas Health and Safety Code. See Article 2.

~~Permits are required to the extent authorized by state law. The definitions, the requiring of permits for the installation and operation of vending machines, the prohibiting of the sale of unsound or misbranded food or drink, the enforcement of this article, and the fixing of penalties shall be regulated in accordance with the terms of the unabridged form of The Vending of Food and Beverages—1976 Recommended Sanitation Ordinance of the Food and Drug Administration, a certified copy of which shall be on file in the office of the city secretary, provided that sections 6-102, 6-601 and 6-602 of said unabridged ordinance shall be replaced respectively by section 28-52.~~

~~Sec. 28-52. Issuance of permits modified.~~

~~—(a) Any person desiring to operate one or more vending machines, other than controlled location vending machines, shall make written application for a permit on forms provided by the regulatory authority. Such application shall include the following information:~~

~~—(1) The applicant's full name, residence, post office address, and whether such applicant is an individual, firm or corporation. If any partnership exists, the names of the partners together with their addresses shall be included;~~

~~—(2) The location of the commissary, and of other establishments where vending machines are repaired or renovated;~~

~~—(3) The identity and form of the product to be dispensed through vending machines and the number of each such type vending machine in applicant's possession;~~

~~—(4) The number of vending machines, other than controlled location vending machines, operated by applicant; and~~

~~—(5) The signature of the applicant.~~

~~—(b) Upon receipt of such application, the regulatory authority shall make an inspection of the commissary, supply storage, servicing, cleaning and sanitizing facilities, and transport facilities;~~

~~and representative equipment and machine locations to determine compliance with the provisions of this article. A numbered operator's permit shall be issued to the applicant by the regulatory authority after compliance by the operator with the applicable provisions of this article and after receipt by the regulatory authority of a fee of \$2.00 per year per vending machine, other than controlled location vending machines, operated by applicant. Such permit shall not be transferable. Except as otherwise provided by this article, all permits shall be issued on an annual basis and shall expire on August 31 of each year. The fees required for permits shall be adjusted on a pro rata basis, the formula for such adjustments to be as follows:~~

~~Number of full calendar months remaining (through expiration date) X annual fee~~

**SECTION 6.** Article I, Chapter 28, of the Big Spring City Code is hereby amended to read as follows:

Big Spring City Code  
Chapter 32. Health.  
Article I. In General

Sec. 32-1. Application.

An application for a license or permit under this chapter shall be in writing and sworn to and shall contain a statement that the applicant has never been convicted of a felony or misdemeanor involving moral turpitude. The application shall also state the place, date, charge and disposition of any arrests. A conviction or pending charge of a felony or misdemeanor involving moral turpitude or any misrepresentation in the application shall be grounds for denial or revocation of the license or permit. This section shall not apply to persons engaged in the operation of a food establishment or food vendor regulated under Chapter 437 or 437B, Texas Health and Safety Code. Criminal history shall not be used to deny or condition the operation of such activities.

**SECTION 7.** Article III, Chapter 32, of the Big Spring City Code is hereby amended to read as follows:

Big Spring City Code  
Chapter 32. Health.  
Article III. Itinerants.

Division 1. Generally

Sec. 32-109. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~*Fixed location food vendor* means any person that offers food or drink for sale from a fixed location, either in a parked motor vehicle or temporary structure.~~

*Itinerant merchant* means any person, or his agent, employee, servant, or representative, who sells or offers for sale merchandise or services, other than food or drink:

- (1) From a tent, vehicle, or place which is not a permanent building or structure, for any period of time; or
- (2) From a permanent building or structure for a period which is 45 days or less.

*Peddler* means any person who travels from house to house or place to place selling, or offering for sale, merchandise or services which may be immediately or subsequently delivered or performed.

*Roadway ~~food~~ vendor* means any person that offers ~~merchandise food or drink~~ for sale from a roadway from a motor vehicle that makes intermittent stops between sales on city streets ~~(i.e., ice cream truck)~~.

*Solicitor* means any person taking orders for future delivery, intangible services, or for subscriptions, from house to house, from place to place, on the streets, or in any public place, which orders are not taken at one established location or private premises.

#### Sec. 32-110. Penalty.

Any person, firm, or corporation violating any provision of this article shall be fined not less than \$50.00.

#### Sec. 32-111. Additional requirements for roadway ~~food~~ vendors.

(a) The special provisions set for this section shall apply to roadway ~~food~~ vendors and shall be in addition to other provisions found elsewhere in city code. A roadway ~~food~~ vendor shall:

- (1) Vend only when the motor vehicle is lawfully stopped;
- (2) Vend only from the side of the motor vehicle that is positioned away from moving traffic and as near as possible to the curb or side of the street;
- (3) Not vend to a person standing in a roadway;
- (4) Not stop on the left side of a one-way street to vend;
- (5) Not stop in a congested area where vending might impede or inconvenience the public;
- (6) Not back up, do a U-turn, or reverse a motor vehicle for the purpose of vending;
- (7) Not vend on a street adjacent to a public school;
- (8) Activate the special flashing lights required subsection (c)(4) of this section whenever stopped on the street for the purposes of vending;
- (9) Not activate the required flashing lights if not stopped on the street for the purpose of vending;
- (10) Extend the required stop signal arm required by subsection (c)(6) of this section whenever stopped on the street for the purpose of vending;

(11) Not extend the required stop signal arm when the motor vehicle is in motion nor at any time the motor vehicle is stopped for a purpose other than vending;

(12) Not stop a motor vehicle for the purposes of vending within 100 feet of a street intersection;

(13) Not be in operation, doing business, or going from place to place after sunset or before 9:00 a.m. or after 8:00 p.m.

(b) Conclusive police judgment. For the purposes of this section, the judgment of a police officer exercised in good faith shall be deemed conclusive as to whether the area is congested or the public impeded or inconvenienced or a stop is for a temporary or stationary period of time.

(c) Operator and vehicle requirements. An operator shall comply with the following requirements:

(1) The operator shall comply with all permitting requirements as a peddler ~~or food service establishment~~ unless modified or amended by the provisions of this section;

(2) No permit shall be issued to an operator unless a certificate is furnished to the chief of police establishing that the operator is insured for the following amounts:

a. Public liability insurance in the amount of not less than \$300,000.00 for injuries, including those resulting in death, resulting from any one occurrence and on account of any one accident; and

b. Property damage insurance in the amount of not less than \$25,000.00 for damages on account of any one accident or occurrence;

(3) The insurance certificates shall contain an agreement signed by the insurance company that, prior to modification, cancellation, or termination of the subject policy, written notice shall be sent to the city by said insurance company;

(4) Install on the motor vehicle, signal lamps mounted at the same level and as high and widely spaced as practicable. These lamps shall be five to seven inches in diameter and shall display two alternately flashing yellow lights on the motor vehicle and all lights shall be visible at 500 feet in normal sunlight upon a straight level street;

(5) Must display on the rear and front door of the motor vehicle a sign with a white background and red letters, in uniform block letters that are three to five inches in height, a warning that shall read: "WARNING: WATCH FOR CHILDREN NEAR THIS VEHICLE AND STOP BEFORE PASSING WHEN ARM IS EXTENDED";

(6) Shall install on each motor vehicle to be used for vending an octagonal stop signal arm that is 18 inches by 18 inches that can be extended horizontally from the left side of the motor vehicle that duplicates the design of a standard octagonal stop sign as set forth in the State Manual of Uniform Traffic-Control Devices. This arm shall be red and white in color and contain two alternately flashing lights three to five inches in diameter at the top and bottom thereof, visible at 300 feet to the front and rear in normal sunlight upon a straight level street.

The color of the two lights facing the front shall be red, and the two lights facing the rear shall be red. The bottom of the signal arm shall be 42 inches above the street.

(d) Duty of other drivers. The duty of a driver meeting or overtaking a roadway ~~food~~-vendor stopped on the street, shall stop no less than 25 feet from the front or rear of said roadway ~~food~~ vendor when the flashing lights and stop signal arm described herein are in use. After stopping, the driver may proceed past such roadway ~~food~~-vendor at a reasonable and prudent speed not to exceed 15 miles per hour and shall yield the right-of-way to any pedestrian crossing the roadway to or from the roadway ~~food~~-vendor. The driver of a vehicle on a street with separate roadways

separated by a divider of any form, need not stop upon meeting or passing a roadway ~~food~~ vendor on the parallel roadway.

(e) Inspection of motor vehicle required. A roadway ~~food~~ vendor shall not use any motor vehicle for vending purposes that has not first been inspected by the police department and found to be in compliance with the requirements of this section.

(f) ~~Reserved. Denial or revocation of license. A license provided for in this article shall be denied or revoked upon the failure of a motor vehicle used by a roadway food vendor to pass an inspection conducted by the police department certifying that the motor vehicle is in compliance with all provisions of this section.~~

Sec. 32-112. ~~Reserved. Hours of operation.~~

~~—It shall be unlawful for any person to peddle or solicit any goods, wares, merchandise or services between the hours of 6:00 p.m. and 9:00 a.m. Monday through Saturday and at any time on Sunday. Roadway food vendors shall conform to the hours of operation provided for in section 32-111(a)(13). Itinerate vendors and fixed location food vendors shall be authorized to operate at any hour on any day of the week.~~

Sec. 32-113. Preemption.

This Article shall not be interpreted or applied in a manner that conflicts with Chapters 437, 437A, or 437B of the Texas Health and Safety Code. To the extent of any conflict, state law shall control, and this Article shall be deemed inapplicable.

Division 2. License.

Sec. 32-138. Required

This section applies to itinerant merchants, peddlers, and solicitors. It shall not apply to any person engaged in the sale of food regulated under Chapter 437 or 437B, Texas Health and Safety Code.

~~It shall be unlawful for any person, firm, or corporation to engage in business as an itinerate merchant, peddler, solicitor, roadway food vendor, or fixed location food vendor without having first obtained a license therefor from the chief of police.~~

Sec. 32-139. Activities exempted.

The following activities shall be exempt from the licensing requirements of this division:

(1) The agent or representative of a jobber or wholesaler calling on customers on a regularly established route;

(2) Any sales of merchandise damaged by smoke or fire, or of bankrupt concerns, where such stocks have been acquired from merchants of the city regularly licensed and engaged in business; provided, however, no such stocks of merchandise shall be augmented by new goods;

- (3) Persons living in the city who hold garage sales, which consist of sales of used domestic merchandise for two days or less duration, no more than twice per year;
- (4) Art exhibits where participating artists sell their original works and which do not contain any sales of artwork purchased elsewhere and held for resale, providing said art exhibits are sponsored by a local responsible organization;
- (5) ~~Reserved;The sale of agricultural products grown by the seller in this county that have conformed to the requirements provided in section 32-141(b)(3);~~
- (6) Peddlers selling to or soliciting orders from retail business houses only;
- (7) Peddlers going to a house or place at the express invitation of the owner or occupant of such house or place;
- (8) Persons engaged in a business or activity of which the state or federal government has exclusive authority to regulate;
- (9) Persons distributing or selling newspapers, pamphlets, handbills, or other written or printed matter sold or distributed for the purpose of disseminating news, information, or religious materials;
- (10) Governmental entities;
- (11) Persons or transactions associated with solicitations of bona-fide nonprofit charitable organization;
- (12) Persons or transactions associated with bona-fide trade shows, exhibits, expositions, or conventions, where all purchases, sales, or exchanges are made in connection with, and within the confines of the trade show, exhibit, exposition, or convention site;
- (13) Persons or transactions associated with fairs, rodeos, festivals, or other events sponsored by civic or community organizations, schools, churches, the chamber of commerce, or local government entity.

Sec. 32-140. Application for licensure.

- (a) Applicants, and each agent of the primary applicant, shall make a sworn application to the chief of police upon forms furnished by the police department of the city. Application requirements shall be limited to information necessary for enforcement of this Chapter and applicable state law. Each application shall give the following information:
  - (1) Full name and all information contained on the driver's license of the applicant and each agent or employee working under the permit;
  - (2) Permanent home address and present local address of the applicant;

- (3) Name and home office address of applicant's employer;
- (4) If the applicant owns or uses a motor vehicle in connection with his business, a description of such motor vehicle and the license number of same;
- (5) A brief description of the merchandise or services to be sold;
- (6) A statement as to whether or not the applicant has been convicted of any felony and the disposition of same;
- (7) A site plan to be drawn by the applicant, not to scale, which need only show the location to be used by the applicant or his designee and to be made the basis of the permit. The applicant shall submit an additional site plan for each location to be occupied during the term of a permit;
- (8) Proposed duration of temporary sales operation;
- (9) Written permission of the owner of the land or building where the sales are to take place (itinerate merchant ~~and fixed location food vendor~~ only);
- (10) A copy of the applicant's state limited sales and use tax permit; and
- (11) A description of the proposed parking spaces to be used and the proposed manner to dispose of trash/litter.

~~(b) Roadway food vendors and fixed location food vendors. In addition to the requirements listed above, each roadway food vendor or fixed location food vendor shall obtain a food permit issued by the fire marshal certifying compliance with the state food establishment rules. Criminal history review shall not be used to deny or condition the operation of a person engaged in activity governed by Chapters 437 or 437B, Texas Health and Safety Code.~~

Sec. 32-141. Processing fee.

(a) Generally. Each application for licensure shall be accompanied by payment of the processing fee provided for in chapter 22. These fees shall be applied to the expenses incurred in processing the application and enforcing the regulations of this division.

(b) Exemptions. The following shall be exempt from the processing fees required in this section, but are nonetheless required to comply with the requirements of licensure:

- (1) ~~Reserved; Itinerate merchants, roadway food vendors, and fixed location food vendors that are owned and operated by full-time residents the city or the county;~~
- (2) Itinerate merchants, ~~and~~ roadway ~~food~~ vendors, ~~and fixed location food vendors~~ that are operated solely by bona\_fide nonprofit organization; and

~~(3) Reserved. Persons offering for sale agricultural products grown or produced by them in this county shall not be required to pay the fees required by this section, but must provide satisfactory proof that they have produced or grown the products to be peddled and the products have been approved by the health department.~~

Sec. 32-142. Denial or revocation of permit; issuance; contents.

(a) Each application shall be referred to the chief of police for investigation and approval of the proposed sales area with regard to city zoning ordinances. The chief of police shall also investigate with regards to the other requirements of this division. Any application for licensure may be denied or such license may be revoked for any of the following reasons:

(1) Any misrepresentation or false statement contained in the application for licensure;

(2) A violation of any of the provisions of this division;

(3) Conviction of any crime involving moral turpitude;

(4) Conviction of any crime constituting a breach of the peace, or a violation of any city ordinance or state law, or when the incident constituting the basis of such crime occurred during the course of business conducted under licensure; and

~~(5) Proposed operation would not comply with federal or state law or city ordinance, including zoning restrictions and state food service establishment rules;~~

~~—(6) Failure to provide parking spaces, which need not be paved, sufficient in number to accommodate the number of automobiles reasonably expected to be parked at any one time, taking into consideration the type, size, and quantity of merchandise to be offered for sale, in addition to those parking spaces required under the zoning ordinance for existing businesses;~~

~~—(7) Blocking access to city streets or driveways;~~

~~—(8) Failure to provide adequate trash containers for the proposed use; and~~

~~—(9) Failure to report and/or remit sales tax collected for the city to the state comptroller.~~

(b) Upon denial or revocation of a license under this division, the chief of police shall notify the applicant or licensee, in writing, of the reason for such denial or revocation. The applicant or licensee shall have a right to appeal to the city council upon the denial or revocation of a license. After an applicant for a license under this division has complied with the provisions and requirements herein and upon payment of the fees prescribed in chapter 22, the chief of police shall issue the applicant a license certifying compliance. Such license, when issued, shall be signed by the chief of police and shall be dated as of the date of its issuance. Any license not signed and dated or a license issued in violation of this division shall be void.

(c) The City may enforce zoning, access, safety, and sanitation requirements applicable to the use of property. Denial of a license under this section shall not prohibit the operation of a food establishment where such prohibition is preempted by state law.

Sec. 32-143. Display of license required.

Every license issued under the authority of this division shall be displayed upon the request of any city official, customer, police officer, or the owner or occupant upon whose property the licensee is using for business purposes.

Sec. 32-144. Expiration.

Each license issued under the authority of this division shall be valid from the date of issuance until expiration or revocation. Itinerant merchants', peddlers', and solicitors' permits shall be valid for a period not to exceed ten days. ~~Roadway food vendor and fixed location food vendor permits shall be valid for a period not to exceed six months.~~

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

**SECTION 8.** 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 9.** 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 10.** 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 11.** This Ordinance is ordered to be codified.

**SECTION 12.** Public Copy of Ordinance.

- (a) The City Attorney is authorized to prepare and publish a public version of this Article for purposes of clarity, accessibility, and submission to the Texas Department of State Health Services and for posting on the City's website.
- (b) The public version may incorporate non-substantive revisions, including the removal of redlines, reformatting, renumbering, correction of typographical errors, and reorganization of provisions for readability and consistency.
- (c) The public version shall not alter the substance, meaning, or legal effect of any provision of this Article.
- (d) In the event of any conflict between the public version and the ordinance as adopted by the City Council, the ordinance as adopted shall control.

(e) The City Secretary or City Attorney is authorized to submit the public version of this Article to the Texas Department of State Health Services for inclusion in the municipal ordinance registry as required by Chapter 437, Texas Health and Safety Code.

**SECTION 13.** This Ordinance shall become effective after its second codification ordinance and on the 60th day after the date the City submits this ordinance to the Texas Department of State Health Services for inclusion in the municipal ordinance registry pursuant to Section 437.0091, Texas Health and Safety Code.

**SECTION 14.** 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 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, with all members of the Council voting “aye” for the passage of same.

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

ATTEST:

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



## Staff Report

To: The Honorable Mayor and City Council

From: The City Manager

Date: June 23, 2026

**Subject: First Reading of a Resolution Supporting the Nomination of Certain Census Tracts Located Within the City for Designation as Qualified Opportunity Zones; Authorizing the Submission of a Nomination of the Office of the Governor; Declaring an Emergency; Determining that the Meetings at Which the Resolution were Discussed were Open to the Public as Required by Law; and Establishing an Effective Date**

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### **RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution supporting the nomination of selected census tracts within the City of Big Spring for designation as Qualified Opportunity Zones under the federal Opportunity Zone 2.0 program, and authorize the City Manager or designee to submit the nomination packet to the Office of the Governor, Economic Development & Tourism Office, prior to the June 26, 2026 deadline.

Designation as an Opportunity Zone will enhance the City's ability to attract private investment, promote economic development, and support redevelopment efforts in targeted areas, including key sites identified for future growth. Adoption of the resolution demonstrates local support, which is a significant factor in the state's evaluation of nominations.

### **BACKGROUND:**

The federal Opportunity Zone program was established to encourage long-term private investment in low-income and economically distressed communities through the use of federal tax incentives. In 2025, Congress adopted the One Big Beautiful Bill Act, which made the Opportunity Zone program permanent and created a new designation cycle referred to as "Opportunity Zone 2.0."

Under this program, the Governor of Texas is authorized to nominate eligible census tracts for designation as Qualified Opportunity Zones, with final approval by the U.S. Department of the Treasury. The State of Texas, through the Office of the Governor's Economic Development & Tourism Office, is currently accepting nominations from cities, counties, and economic development organizations, with a submission deadline of June 26, 2026.

Staff has identified eligible census tracts within the City of Big Spring that present opportunities for economic development, redevelopment, and private investment. Designation of these areas as Opportunity Zones would enhance the City's ability to attract capital investment for priority sites, including undeveloped land, downtown areas, and other strategic locations. Submission of a nomination requires demonstration of local support, which is reflected through adoption of the proposed resolution.

### **FISCAL IMPACT:**

There is no direct fiscal impact associated with adoption of this resolution. Participation in the Opportunity

Zone nomination process does not obligate the City to provide funding or incentives, but may enhance the City's ability to attract future private investment and expand the local tax base.

**ATTACHMENTS:**

OZ\_2.0\_FAQ\_, resolution opportunity zones, map

**REPORT PREPARED BY:**

Andrew Hagen

**APPROVED BY:**

# OPPORTUNITY ZONES FAQs



Texas Economic Development & Tourism Office | Office of the Governor

## What is Opportunity Zone 2.0?

Opportunity Zone 2.0 is the new, permanent version of the Qualified Opportunity Zone program established by Congress in 2025 through the One Big Beautiful Bill Act. The program is designed to promote long-term private investment in economically distressed communities through federal tax incentives.

## What are the benefits of Opportunity Zone 2.0?

Opportunity Zone 2.0 provides federal tax incentives to encourage private investment in designated areas. These incentives are intended to support business development, job creation, and long-term economic growth in qualifying communities. Specific tax benefits are administered by the Internal Revenue Service (IRS), and investors should consult tax professionals for guidance.

## Who administers Opportunity Zone 2.0?

Opportunity Zone 2.0 is authorized under federal law and administered at the federal level by the U.S. Department of the Treasury and the Internal Revenue Service. States are responsible for nominating eligible census tracts for designation in accordance with federal guidelines. In Texas, that will be through the Texas Economic Development and Tourism Office, in the Governor's Office.

## What census tracts are eligible?

A census tract is eligible for consideration if it meets **one** of the following criteria:

- The tract has a median family income that is **70% or less** of the applicable area or statewide median family income; **or**
- The tract has a poverty rate of **20% or greater** and a median family income that is **125% or less** of the applicable area or statewide median family income.

Under Opportunity Zone 2.0, the **contiguous tract rule has been eliminated**. Each tract must independently meet the eligibility criteria to be nominated.

## If a tract does not meet these requirements, can it still be nominated?

No. Eligibility for nomination is limited to census tracts that satisfy the statutory criteria established under Opportunity Zone 2.0. Tracts that do not meet these thresholds are ineligible for designation and cannot be submitted for consideration.

## Will 2018 Opportunity Zone automatically qualify again?

No. Opportunity Zones designated in 2018 will **not automatically carry over** into Opportunity Zone 2.0. Existing zones remain in effect through **December 31, 2028**. New Opportunity Zone 2.0 designations, effective **January 1, 2027**, will be based on updated eligibility criteria. Census tracts previously designated under Opportunity Zone 1.0 must independently meet the eligibility requirements of Opportunity Zone 2.0 in order to be nominated again.

## How many tracts can Texas nominate?

Each governor may nominate up to **25% of the state's eligible census tracts** for designation as Opportunity Zones every ten years.

**How long do Opportunity Zone designations last?**

Each designated Opportunity Zone remains in effect for **10 years**. Designations are updated on a **10-year cycle**, beginning with the first Opportunity Zone 2.0 designations becoming active on **January 1, 2027** and ending 10 years later on **January 1, 2037**.

**How can I nominate a tract for Opportunity Zone 2.0?**

Entities interested in nominating a tract should coordinate with their local **economic development organization (EDO) or county judge**. Eligible entities may complete and submit the official nomination packet, available [here](#). Nominations will begin **July 1, 2026**.

**When will the OZ 2.0 eligible tract list be finalized?**

The U.S. Department of the Treasury is expected to release the official list of eligible census tracts in **Spring 2026**. The Texas Economic Development & Tourism Office, within the Office of the Governor, will provide updates as new information becomes available.

**How can I determine if a census tract may be eligible?**

The official list of **eligible census tracts has not yet been released**. In the interim, a predictive mapping tool identifying potentially eligible tracts is available [here](#) to assist communities with preliminary planning and evaluation.

**How will tracts be selected?**

Tracts submitted via the nomination packet will be evaluated using a scoring framework that considers:

- **Project viability**
- **Demonstrated local support**
- **Geographic balance across the state**

**How many tracts can a community submit?**

The number of nominations the local economic development groups or county judges can submit for consideration is based on the number of eligible tracts in the county. See schedule below:

<b>Number of Eligible Tracts</b>	<b>Percentage of Eligible Tracts to Submit for Consideration</b>
1 to 50	100%
51 to 100	90%
101 to 200	80%
201 to 300	70%
301 and over	60%

[www.texas.gov/development](http://www.texas.gov/development) |

@TEXASgov

**Who should I contact with questions about Opportunity Zone 2.0?**

For questions regarding Opportunity Zone 2.0, please contact the Texas Economic Development & Tourism Office’s Opportunity Zone team at [oppzone2.0@gov.texas.gov](mailto:oppzone2.0@gov.texas.gov).

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, SUPPORTING THE NOMINATION OF CERTAIN CENSUS TRACTS LOCATED WITHIN THE CITY FOR DESIGNATION AS QUALIFIED OPPORTUNITY ZONES; AUTHORIZING THE SUBMISSION OF A NOMINATION TO THE OFFICE OF THE GOVERNOR; DECLARING AN EMERGENCY; 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**, the Opportunity Zone program was established under federal law to encourage long-term private investment in economically distressed communities through the designation of certain census tracts as Qualified Opportunity Zones; and

**WHEREAS**, the federal Opportunity Zone program, originally established by the federal Tax Cuts and Jobs Act of 2017, was renewed and made a permanent component of the Internal Revenue Code by the One Big Beautiful Bill Act (Public Law 119-21), enacted July 4, 2025, which establishes the next-generation Opportunity Zone framework commonly referred to as “Opportunity Zone 2.0”; and

**WHEREAS**, Opportunity Zone 2.0 provides for the periodic designation of eligible low-income census tracts as Qualified Opportunity Zones on a recurring ten-year cycle beginning in 2027, and authorizes the Governor of the State of Texas to nominate eligible census tracts for certification by the United States Department of the Treasury in order to promote long-term private investment, economic development, and job creation in distressed communities; and

**WHEREAS**, the State of Texas, through the Office of the Governor, Economic Development & Tourism Office, is authorized to nominate eligible census tracts for designation as Qualified Opportunity Zones for certification by the United States Department of the Treasury; and

**WHEREAS**, the City of Big Spring, Texas (the “City”), has identified certain census tracts located within its jurisdiction that may meet the eligibility criteria for designation and that present significant opportunities for economic development, redevelopment, job creation, and private investment; and

**WHEREAS**, the City desires to support the nomination of such census tracts to enhance the City’s ability to attract private capital and stimulate economic growth; and

**WHEREAS**, the City, in coordination with the Big Spring Type A Economic Development Corporation and other local and regional partners, is committed to encouraging appropriate development and investment within these areas;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY 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 City Council hereby supports the nomination of the following census tracts for designation as Qualified Opportunity Zones:

482279503

482279504

482279505

**SECTION 3.** The City Council hereby authorizes and directs the City Manager, or the City Manager's designee, to prepare and submit, or cause to be submitted, a nomination package to the Office of the Governor, Economic Development & Tourism Office, for consideration of the above-referenced census tracts as Qualified Opportunity Zones.

**SECTION 4.** The City expresses its intent to support economic development and redevelopment projects within the nominated census tracts and, where appropriate, to consider the use of available economic development tools and incentives, including but not limited to those authorized under Chapter 380, Texas Local Government Code, subject to future approval by the City Council in accordance with applicable law.

**SECTION 5.** Nothing in this Resolution shall be construed as a commitment by the City to provide funding, incentives, or approvals for any specific project, and all such matters shall remain subject to separate review and approval by the City Council.

**SECTION 6.** The City Council hereby finds and determines that an emergency exists in that the deadline for submission of nominations to the Office of the Governor for designation of Qualified Opportunity Zones is imminent, and that timely action is necessary to enable the City to participate in the Opportunity Zone 2.0 program and to promote economic development, job creation, and investment within the City; therefore, this Resolution shall take effect immediately upon its passage and approval, and the rule requiring two readings is hereby suspended.

**SECTION 7.** This Resolution shall take effect immediately upon its passage and approval.

**SECTION 8.** It is hereby officially found and determined that the meetings at which this Resolution was adopted were open to the public and that public notice of the time, place and purpose of said meetings were given as required by law.

**SECTION 9.** This Resolution shall become effective immediately.

**PASSED AND APPROVED** on emergency reading at a regular meeting of the City Council on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, with all members of the Council voting "aye" for the passage of same.

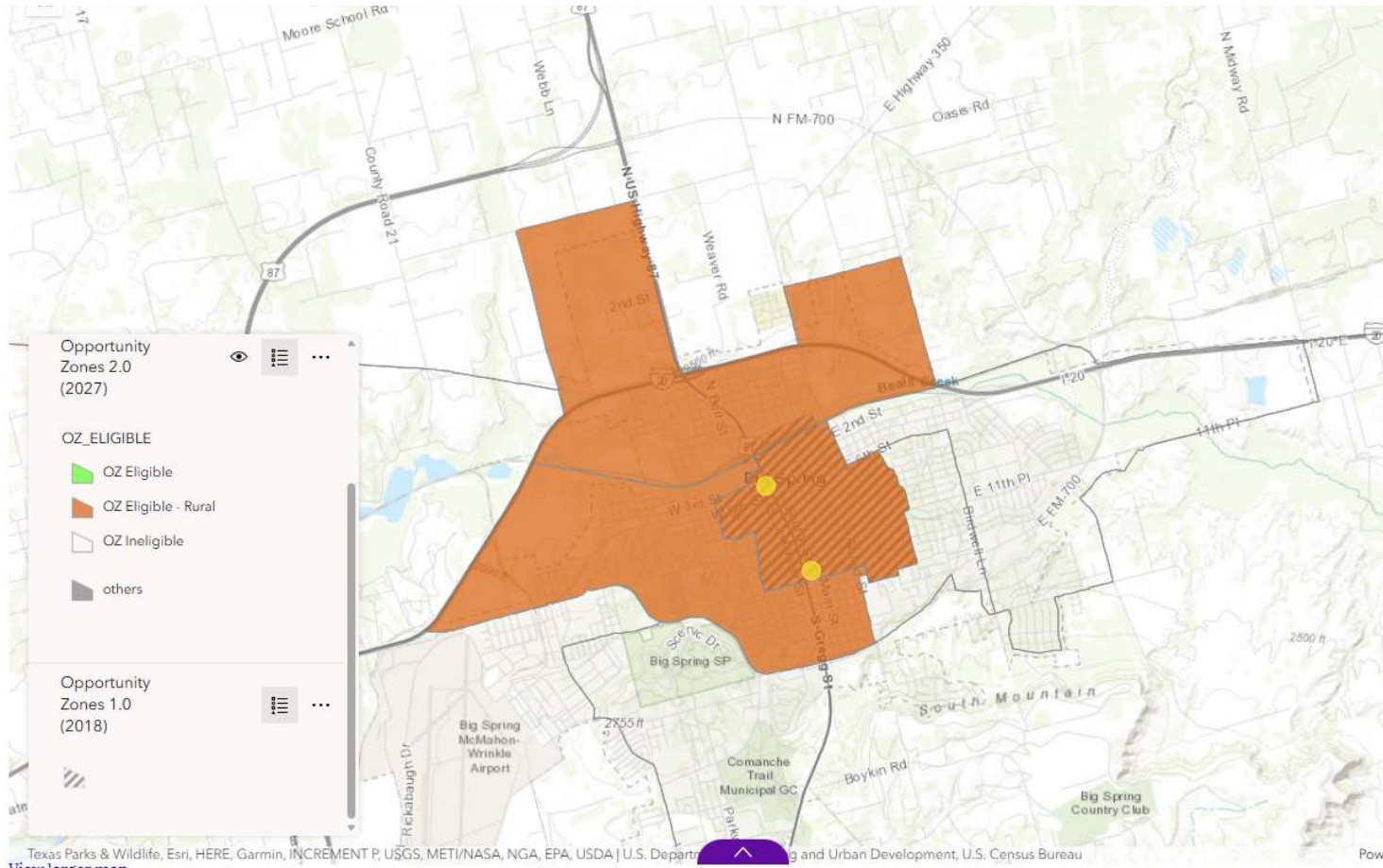
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Robert H. Moore III, Mayor

ATTEST:

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Tami L. Davis, City Secretary



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

**A RESOLUTION OF THE CITY CONCIL OF THE CITY OF BIG SPRING, TEXAS FINDING THAT THERE IS A SUBSTANTIAL NEED FOR THE LEGAL SERVICES OF BARON & BUDD, P.C. AND COSSICH, SUMMICH, PARSIOLA & TAYLOR LLC, FINDING THAT THE LEGAL SERVICES CANNOT BE ADEQUATELY PERFORMED BY THE ATTORNEYS AND SUPPORTING PERSONNEL OF THE POLITICAL SUBDIVISION, AND FINDING THAT THE LEGAL SERVICES CANNOT REASONABLY BE OBTAINED FROM ATTORNEYS IN PRIVATE PRACTICE UNDER A CONTRACT PROVIDING ONLY FOR THE PAYMENT OF HOURLY FEES FOR REASONS PRESCRIBED HEREUNDER, PURSUANT TO SECTION 2254.1036(b) OF THE TEXAS GOVERNMENT CODE; 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**, various settlements agreements have arisen out of or in connection to the Aqueous Film Forming Foam Products (“AFFF”) Liability Litigation (MDL 2873) in the Federal District Court for the District of South Carolina against certain manufacturer(s) of AFFF products containing perfluoroalkyl substances (“PFAS”);

**WHEREAS**, the City of Big Spring is a potential eligible public water system claimant under one or more settlements agreements in the AFFF Liability Litigation (MDL 2873);

**WHEREAS**, Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC are well-qualified law firms with demonstrated competence, qualifications and experience in PFAS-related litigation and compensation and which have formed a partnership for the provision of legal services in connection with the submission of settlement claim forms and the collection of compensation owed to eligible claimants under various settlement agreements entered into with manufacturer(s) of PFAS-containing products pursuant to the AFFF Products Liability Litigation (MDL 2873);

**WHEREAS**, the City of Big Spring wishes to enter into a contingent fee contract with Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC, to represent the City in the submission of settlement claim forms and the collection of compensation owed to the City of Big Spring for PFAS-related claims concerning its public drinking water system;

**WHEREAS**, the City Council of Big Spring finds it necessary to pass this resolution as an emergency measure in order to expediently procure the legal services of Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC so as to meet the July 31, 2026, deadline for submission of the settlement claim forms; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY 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.** There is a substantial need for the legal services. The following justifications are provided in support thereof:

- (i) Baron & Budd, P.C. have been competently representing plaintiffs in lawsuits and class actions against major corporations for more than 45 years of practice and have been competently acting as class counsel in PFAS-related litigation and settlement. The firm is currently one of four class counsels directly involved in representing the various plaintiffs, being various municipalities and public water systems, in the Aqueous Film Forming Foam Products Liability Litigation (MDL 2873) where Scott Summy, head of the firm's water contamination litigation group, is serving as co-lead counsel and to which the compensation sought in this matter relates.
- (ii) Cossich, Sumich, Parsiola & Taylor LLC have been competently representing thousands of plaintiffs in class action suits and have been competently acting as part of the team of architects of the DuPont settlement structure, which is one of the various settlement agreements in the Aqueous Film Forming Foam Products Liability Litigation (MDL 2873) for which compensation is sought in this matter. Cossich, Sumich, Parsiola & Taylor LLC is a competent, qualified, and experienced litigation law firm with expertise in PFAS-related litigation and compensation.
- (iii) The City of Big Spring, Texas is pursuing the legal services of Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC to collect compensation owed to the City of Big Spring, Texas pursuant to various settlement agreements entered into with manufacturers of PFAS-containing products pursuant to the Aqueous Film Forming Foam Products Liability Litigation (MDL 2873). The desired outcome of the legal services would be for the City of Big Spring, Texas to collect the maximum compensation that the City is owed in as short a time period as is possible.
- (iv) To prepare, collate, and file the necessary settlement claim forms for compensation owed to the City of Big Spring from certain manufacturer(s) of aqueous film forming foam containing perfluoroalkyl substances as provided under various settlement agreements pursuant to Aqueous Film Forming Foam Products Liability Litigation (MDL 2873), a contingent fee contract with Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC is in the best interests of the residents of the City of Big Spring, Texas.
- (v) To collect, in as short a time as possible, the maximum compensation owed to the City of Big Spring from certain manufacturer(s) of aqueous film forming foam containing perfluoroalkyl substances as provided under various settlement agreements

pursuant to Aqueous Film Forming Foam Products Liability Litigation (MDL 2873), a contingent fee contract with Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC is in the best interests of the residents of the City of Big Spring, Texas.

**SECTION 3.** The legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Big Spring. The following justifications are provided in support thereof:

- (i) The legal services desired by the City of Big Spring, Texas that are the subject of the contract cannot be adequately performed by the attorneys and supporting personnel of the City of Big Spring, Texas because the City of Big Spring, Texas presently does not have on staff an attorney admitted to practice before the United States District Court for the District of South Carolina.
- (ii) Filing of an application for admission to practice in federal district court or a Pro Hac Vice motion to permit appearance by an attorney not admitted to practice before a specific court may be subject to processing timelines, which may impede the ability of the City of Big Spring to submit its settlement claim forms before the impending claim submission deadline of July 31, 2026 (which may or may not be subject to change).
- (iii) In order to meet the requirements and criteria necessary for a successful claim, it would be necessary to prioritize the proper preparation, collation, and submission of the settlement claim documents and all supporting and attendant documentation in accordance with any requirements stipulated in the lawsuit or required by the claims administrator, which would inherently limit the ability of the City of Big Spring's attorney and supporting legal personnel to participate in matters unrelated to the AAAF products liability litigation, including providing legal services in support of the day-to-day functions and operations of the City of Big Spring.
- (iv) For the preceding reasons and possible other legitimate reasons, it is prudent that the City of Big Spring enter into a contingent fee contract to procure legal services of Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC to represent the City in the submission of settlement claim forms and the collection of compensation owed to the City of Big Spring for PFAS-related claims concerning its public drinking water system.

**SECTION 4.** The legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because the political subdivision does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees. The following justifications are provided in support thereof:

- (i) The legal services desired by the City of Big Spring, Texas that are the subject of the contract cannot be reasonably obtained from attorneys in private practice under a contract providing for the payment of hourly fees without contingent because the matter will require a significant time investment and is anticipated to be ongoing for

several years after the July 31, 2026 deadline with possible submission of supplemental claim forms and supporting documentation on future PFAS testing and detections, and the City of Big Spring, Texas does not have funds in its budget to pay the estimated ongoing hourly fees and other costs incurred to implement an effective claim submission and compensation collection program under a contract providing only for the payment of hourly fees and costs.

**SECTION 5.** All resolutions or parts of resolutions and minute orders in conflict herewith are hereby repealed to the extent of the conflict.

**SECTION 6.** Should any one or more sections or clauses of this Resolution be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

**SECTION 7.** It is hereby officially found and determined that the meetings at which this Resolution was adopted were open to the public and that public notice of the time, place and purpose of said meetings were given as required by law.

**SECTION 8.** This Resolution shall become effective immediately.

**SECTION 9.** This Resolution 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 emergency reading at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, with all members present voting “aye” for passage of the same.

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

ATTEST:

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

**ADMINISTRATIVE SERVICES AGREEMENT  
BY AND BETWEEN  
THE  
CITY OF BIG SPRING, TEXAS  
AND THE  
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION**

This Administrative Services Agreement (hereinafter referred to as the “Agreement”) is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (hereinafter referred to as the “Effective Date”), by and between the **CITY OF BIG SPRING, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the “City”), and the **BIG SPRING ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “EDC”).

**WHEREAS**, the City is a Texas home-rule municipality located in Howard County, Texas;  
and

**WHEREAS**, the EDC was incorporated pursuant to chapter 504 of the Texas Local Government Code, as amended (hereinafter referred to as the “Act”); and

**WHEREAS**, the EDC shall have and exercise all of the rights, powers, privileged, authority, and functions given by the Act and the Texas Non-Profit Corporation Act, as amended;  
and

**WHEREAS**, Section 501.007 of the Texas Local Government Code generally provides that the City may not lend its credit or grant any public money or thing of value in aid of the EDC;  
and

**WHEREAS**, Bylaws and/or state law authorize the EDC to utilize the services of the City staff and City employees of the City; and

**WHEREAS**, State law also provides that the EDC shall pay the City reasonable compensation for services, personnel, and equipment provided to the EDC, and

**WHEREAS**, Section 501.067 of the Texas Local Government Code provides that the City may obtain for the EDC at the EDC’s expense health benefits coverage, liability coverage, workers’ compensation coverage, and property coverage under the City’s insurance policies, through self-funded coverage, or under coverage provided under an interlocal agreement with a political subdivision; or retirement benefits under a retirement program the authorizing unit participates in or operates; and

**WHEREAS**, entering into this agreement builds cooperation between the City and the EDC, eliminates duplication, promotes economy, and ensures the efficient use of the sales tax revenues the EDC receives; and

**WHEREAS**, the City has evaluated the request and finds that it serves a public purpose, saves the public tax dollars and instills cooperation and collaboration to aid and support the EDC to provide the requested assistance; and

**WHEREAS**, the City and EDC have determined that providing the services requested by the EDC will be mutually beneficial to the City and the EDC, will promote local economic development, and will stimulate economic activity within the City, all in furtherance of the purposes of the EDC; and

**WHEREAS**, the City has determined that it would be a direct benefit to the citizens of Big Spring to enhance the economic development of the community for the City to provide such services in support of the EDC;

**WHEREAS**, the City and EDC, in the true spirit of cooperation, intend this Administrative Services Agreement to promote efficiency of personnel and administrative services.

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and EDC agree as follows:

**SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind both parties.

**SECTION 2. TERM OF THE AGREEMENT.**

- (a) The initial term of this Agreement begins upon approval by the governing bodies of the Parties and execution by their respective designees, and will be for two (2) years from its effective date, running concurrently with the fiscal year, having annual expiration of **September 30, 2028**. This Agreement shall automatically renew October 1 for a successive two-year term unless terminated by either party as provided below.
- (b) This Agreement may be terminated at any time by the City or the EDC, in whole, or from time to time, in part. Termination shall be effective ninety (90) days after delivery of Notice

of Termination, which shall specify to what extent services under this Agreement shall be terminated. All payment obligations within this Agreement survive termination if not paid in full prior to the termination date. In the event of termination, costs incurred through date of termination will be paid within thirty (30) days of request for reimbursement.

### **SECTION 3. OBLIGATIONS OF THE PARTIES.**

- (a) **Scope of Services.** By this Agreement, the City and the EDC agree for the provision of accounting, investment, IT, payroll, and related administrative services as described in *Exhibit A* of this Agreement with is attached hereto and is incorporated herein for all purposes (the “Scope of Services”).
- (b) **Compensation.** The EDC agrees to pay the City an annual sum of **Twenty-Seven Thousand Five Hundred and No/100 Dollars (\$27,500.00)** in two (2) installments per fiscal year for the accounting, investment, IT, payroll, and related administrative services as described in *Exhibit A* of this Agreement The first payment of \$13,750 will be due **October 31**. The second payment of \$13,750 will be due **March 31**.
- (c) **Reimbursement.** The EDC shall reimburse the City for EDC employee payroll costs. This includes 100% of the salaries, payroll taxes, and benefits (health insurance, retirement, etc.) quarterly, unless otherwise agreed upon.
- (d) **Reimbursement.** The EDC shall reimburse the City 100% annually for the cost of insurance coverage for general liability and public officials liability unless otherwise agreed upon.
- (e) **Reimbursement.** The EDC shall reimburse the City 100% of the total cost of the EDC’s annual financial audit provided by the City to the EDC, to be paid within thirty (30) days following receipt of invoice.

### **SECTION 4. LEGAL SERVICES**

EDC retains the right to hire an attorney of its own choice at its own expense whenever it so chooses. EDC, if it so chooses, may also utilize the services of the City Attorney or any Special Counsel retained by the City if EDC and the attorney agree that such representation may be accomplished without conflict and is in the best interest of the City and the EDC. Such representation may be billed through the City under its agreement separate from the fees associated with any representation of the City.

## **SECTION 5. CONTRACTED SERVICES**

The City contracts with related vendors to provide administrative services to the EDC. The following contacted services are included with this Agreement:

- Investment advisor
- Budget software
- External audit services
- Incode accounting software
- Fiber and phone services
- Liability and property insurance

## **SECTION 6. RECORDS OF THE CORPORATION**

Records of the EDC are the property of the EDC and thus subject to the Texas Public Information Act. All requests for information will be forwarded to the EDC.

## **SECTION 7. MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions are a part of this Agreement:

- (a) Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment. This Agreement together with any and all related Exhibits incorporated by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.
- (b) Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Howard County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Howard County, Texas.
- (c) Assignment.** This Agreement may not be assigned without the express consent of the other party.
- (d) Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents

that the individual or individuals executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. The EDC warrants and represents that the individual executing this Agreement on its behalf has the full authority to execute this Agreement and bind it to the same.

- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes and are not to be used to interpret or define the provision of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (h) **Time is of the Essence.** Time is of the essence in the performance of this agreement.

**[The Remainder of this Page Intentionally Left Blank]**

**THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.**

**CITY:**

**CITY OF BIG SPRING, TEXAS**  
a Texas home-rule municipality


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

**ATTEST:**

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

**EDC:**

**BIG SPRING ECONOMIC  
DEVELOPMENT CORPORATION,**  
a Texas non-profit Corporation

By:  \_\_\_\_\_  
Terry McDaniel, President

*Exhibit A*

**[Scope of Services]**

**CITY'S OBLIGATIONS.**

In consideration of the EDC's obligations, the City agrees to provide the EDC and its employees comprehensive administrative services covering human resources (HR), payroll, information technology (IT), financial management. The City shall provide to the EDC, and any of its paid employees of the EDC health benefits coverage, liability coverage, worker's compensation coverage, property insurance coverage under the City's insurance policies, or retirement benefits consistent with the benefits provided to the City's paid employees, and consistent with Section 501.067 of the Texas Local Government Code, as amended.

**HR Administrative Services:**

The City shall administer HR Services generally described as:

- On-boarding new employees
- Administration of all employee benefits (including open enrollment, changes to benefit plans, updates, communications and coordination of elections via the various benefits providers)
- Evaluation and selection of appropriate and cost-effective health and retirement benefits programs
- Process quarterly benefit invoices
- Administer COBRA benefits
- Manage worker's compensation matters
- Manage unemployment compensation matters
- Administer general HR support and consultation

**Payroll, Investment, Financial, and Accounting Services:**

The City shall provide Payroll, Investment, Financial, and Accounting Services generally described as:

- Establishing employee payroll accounts
- Processing regular payroll
- Processing bank transfers for payroll costs
- Reconciliation and processing employee benefit billings
- Processing quarterly payroll returns and reports to TWC, IRS, TMRS, etc.
- Processing and filing annual W-2s/W-3s, 1099s, etc.
- Administering and managing leave and benefit accounts for employees
- Provide payroll support and assistance to employees as necessary

*Exhibit A*

**[Scope of Services] – *continued***

- Assist the EDC in preparing a budget for each forthcoming year for review and approval by the City Council. The budget shall be prepared in accordance with the EDC bylaws.
- Assist the EDC in budget amendments or transfers should they become necessary.
- Transact investments as needed and consistent with the investment policy
- Provision of access to the City's financial accounting system
- Processing of requisitions, upon request by the EDC
- Assign and manage purchasing and credit card transactions
- Prepare monthly financial and investment reports
- Complete monthly bank reconciliations
- Process account payables, upon request by EDC
- Assist in preparation of documents for the annual audit
- The City's independent auditors will include the EDC's audit within the City's annual audit process, or perform a separate audit if required, and the City will facilitate this audit for the EDC.

**Information Technology (IT) Services:**

The City shall provide IT services to the EDC and its employees, including necessary administrative support, including:

- General IT support and consultation for desktops and laptops, including hardware, software, and connectivity to peripherals support
- Consultation and assistance with procurement of hardware and software
- Serve as Administrator for the EDC's systems, including Office 365 and email
- Password/Access and Security management
- Use and support of the City's fiber and phone system

**Use of Space:**

The City will provide office and meeting space to the EDC.

**Supplemental EDC Obligations:**

- The EDC will adopt the City Payroll Policies and Procedures
- The EDC will adopt the City IT Policies and Procedures
- The EDC will adopt the City Investment Policy



## Memorandum

Date: June 23, 2026

From: Sandy Smith, Finance Director

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To: Mayor and City Council

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Re: Approval of IT Contract – ClearGov Software for ACFR and Personnel Budgeting

City staff has identified a need to enhance the preparation and presentation of the Annual Comprehensive Financial Report (ACFR) as well as improve the efficiency and transparency of personnel budgeting processes. ClearGov is a software platform designed specifically for local governments to streamline financial reporting, budgeting, and public transparency.

The proposed solution includes modules for ACFR document preparation and personnel budgeting, allowing for improved data integration, reporting accuracy, and staff efficiency.

Currently, preparation of the ACFR has been completed by the external auditor. This is a task that should be completed by the Finance Department. However, due to the complexity of the document, it is necessary to have a software that will aid in the publication.

The personnel-related budget data relies on a combination of manual processes, spreadsheets, and multiple systems. These methods are time-intensive and increase the risk of inconsistencies or errors.

Implementation of ClearGov will provide the following benefits:

- Centralized platform for financial reporting and personnel budgeting
- Standardized ACFR document formatting and improved presentation
- Enhanced accuracy and data consistency across departments
- Reduced staff time spent on manual compilation and reconciliation
- Improved transparency and accessibility of financial information

The ClearGov platform is widely used by municipalities and is designed to align with governmental accounting and reporting standards.

The proposed contract with ClearGov includes annual subscription costs for software licensing and support. Funding for this expenditure will be included within the Information Technology and/or Finance Department operating budget.

Staff has reviewed the cost and determined it to be reasonable given the efficiency gains and improvements in reporting capabilities.

Staff recommends approval of a contract with ClearGov to implement software solutions for ACFR annual document preparation and personnel budgeting.

<b>Created By</b>	Mary Beth Gunderson
<b>Contact Phone</b>	469-358-3566
<b>Contact Email</b>	mgunderson@cleargov.com

<b>Order Date</b>	Jun 12, 2026
<b>Order Valid If Signed By</b>	<b>Jun 30, 2026</b>

Customer Information			
<b>Customer</b>	Big Spring, TX	<b>Customer Annual Budgeted Expenditures - All Funds Total</b>	<b>\$34,170,000</b>
<b>Address</b>	310 Nolan St	<b>Contact</b>	Sandra Smith
<b>City, St, Zip</b>	Big Spring, TX, 79720	<b>Title</b>	Director of Finance
<b>Phone</b>	432-264-2346	<b>Email</b>	sgsmith@mybigspring.com
		<b>Billing Contact</b>	
		<b>Title</b>	
		<b>Email</b>	
		<b>PO (Y/N)</b>	

This Service Order will be contracted through...	
<b>Procurement Aggregator</b>	<b>ClearGov Contract</b>
Buyboard	Buyboard Proposal No. #792-26

The One-time Fees & Professional Services you will receive are:	Net Service Fees
ClearGov Implementation: Includes activation, onboarding, and training for ClearGov solutions	\$ 27,000.00
<b>Total ClearGov One-Time Net Service Fee - Billed ONE-TIME</b>	<b>\$ 27,000.00</b>

The Subscription Services you will receive and the Fees for those Services are:	Net Service Fees
ClearGov Platform	\$ 4,216.22
ClearGov Personnel Budgeting (PB)	\$ 4,216.22
ClearGov Disclosure Studio - ACFR	\$ 11,653.97
ClearGov Capital Budgeting (CB)	\$ 8,826.69
ClearGov Digital Budget Book (DBB)	\$ 7,298.99
<b>Total ClearGov Subscription Net Service Fee - Billed ANNUALLY IN ADVANCE</b>	<b>\$ 36,212.08</b>

ClearGov will provide your Services according to this schedule:			
Period	Start Date	End Date	Description
<b>Setup</b>	Jul 1, 2026	Jul 1, 2026	ClearGov Setup Services
<b>Pro-Rata</b>	Jul 1, 2026	Sep 30, 2026	ClearGov Subscription Services
<b>Initial</b>	Oct 1, 2026	Sep 30, 2029	ClearGov Subscription Services

To be clear, you will be billed as follows:		
Billing Date(s)	Amount(s)	Notes
Jul 1, 2026	\$30,241.10	One-time & Prorata Subscription Fee One-Time Fees: \$27,000 Prorata Subscription Fee: \$3,241.10
Oct 1, 2026	\$36,212.08	Annual Subscription Fee \$13,000 (New Products) \$23,212.08 (Renewing Products: Digital Budget Book, Capital Budgeting and Digital Financial Reporting)
Oct 1, 2027	\$37,298.44	Annual Subscription Fee \$13,390 (New Products) \$23,908.44 (Renewing Products)
Oct 1, 2028	\$38,417.40	Annual Subscription Fee \$13,791.70 (New Products) \$24,625.70 (Renewing Products)

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

**Billing Terms & Conditions**

<b>Valid Until</b>	<b>Jun 30, 2026</b>	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
<b>Payment</b>	<b>Net 30</b>	All invoices are due Net 30 days from the date of invoice.
<b>Initial Period rate Increase</b>	3% per Annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
<b>Rate</b>	6% per Annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

**General Terms & Conditions**

<b>Original Service Order</b>	This ClearGov Service Order supersedes the previous ClearGov Service Orders with an Order Dates of July 25, 2024 and January 13, 2025 (the "Original Service Orders"). The Original Service Orders shall be null and void as of the execution of this ClearGov Service Order by both Parties.
<b>Statement of Work</b>	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
<b>Taxes</b>	The Service Fees and Billing amounts set forth above in this ClearGov Service Order <b>DO NOT</b> include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
<b>Pricing Conditions</b>	All fees listed herein reflect Net Service Fees after application of bundled and/or discretionary discounts. Pricing is interdependent therefore the removal or modification of any product or service may result in the recalculation of pricing.
<b>Term &amp; Termination</b>	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period.
<b>Auto-Renewal</b>	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term" ), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
<b>Appropriations</b>	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
<b>Agreement</b>	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: <a href="http://www.ClearGov.com/terms-and-conditions">http://www.ClearGov.com/terms-and-conditions</a> . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

<b>Customer</b>	
<b>Signature</b>	
<b>Name</b>	Sandra Smith
<b>Title</b>	Director of Finance

<b>ClearGov, Inc.</b>	
<b>Signature</b>	
<b>Name</b>	Michael Mattson
<b>Title</b>	Chief Revenue Officer

**Please e-mail signed Service Order to [Orders@ClearGov.com](mailto:Orders@ClearGov.com) or Fax to (774) 759-3045**

**Order Type (ClearGov Internal Use Only)**

<b>Select Order Type for this Service Order</b>	XS/RI	<b>If XS: Original Service Order Date</b>	7/25/24
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# Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

## ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
  - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
  - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
  - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
  - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

## Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
  - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
  - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

# Interlocal Cooperation Agreement For Fire Marshal Services Between City Of Big Spring, Texas And City Of Stanton, Texas

## Recitals

1. **Parties.** This Interlocal Cooperation Agreement for Fire Marshal Services (this "Agreement") is entered into by and between the City of Big Spring, Texas ("Big Spring"), a home rule municipal corporation and political subdivision of the State of Texas located in Howard County, Texas, and the City of Stanton, Texas ("Stanton"), a municipal corporation and political subdivision of the State of Texas located in Martin County, Texas. Big Spring and Stanton are each referred to herein individually as a "Party" and collectively as the "Parties."
2. **Authority.** This Agreement is made and entered into pursuant to and in accordance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and all other applicable provisions of Texas law, which authorize local governments, including municipalities, to contract with one another to perform governmental functions and services that each Party is authorized to perform individually.
3. **Governing Bodies and Form of Government.** Big Spring is a home rule city operating under a council–manager form of government, with its governing body being the City Council of the City of Big Spring. Stanton is governed by its duly elected city council. Each Party, through its governing body, has duly authorized the execution of this Agreement by appropriate action and has full power and authority to enter into and perform this Agreement.
4. **Purpose.** The purpose of this Agreement is to promote the health, safety, and welfare of the public within the corporate limits of Stanton by providing for the performance by Big Spring, through the Big Spring Fire Marshal, of certain fire marshal services for and on behalf of Stanton, under the terms and conditions set forth herein, and to establish the respective responsibilities and obligations of the Parties with respect to such services.
5. **Mutual Benefit.** The Parties acknowledge and agree that they share a mutual interest in effective fire prevention, fire code compliance, and fire safety inspection services, and that this Agreement is intended to allow Big Spring, through its fire marshal, to provide

defined fire marshal services for Stanton while Stanton retains its independent authority to adopt and administer its own fire codes, regulations, and fee schedules applicable within its jurisdiction.

6. **Governmental Function.** The Parties acknowledge and agree that the services provided under this Agreement constitute governmental functions and services within the meaning of Chapter 791, Texas Government Code, and that each Party is individually authorized under Texas law to perform such functions and services.
7. **No Consolidation or Merger.** This Agreement does not consolidate or merge the Parties, does not create a new governmental unit, and does not alter the power, authority, or responsibilities of the Parties except as expressly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to be derived herefrom, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## Article I. Definitions

1. **Defined Terms.** For purposes of this Agreement, the following terms shall have the meanings set forth below, unless the context clearly requires otherwise.
  1. **Agreement.** "Agreement" means this Interlocal Cooperation Agreement for Fire Marshal Services, as it may be amended from time to time in accordance with its terms.
  2. **Big Spring Fire Marshal.** "Big Spring Fire Marshal" means the individual employed by Big Spring in the position of fire marshal (however titled, including any assistant fire marshal or deputy fire marshal) whom Big Spring designates to perform services under this Agreement, acting at all times within the scope of his or her employment with Big Spring.
  3. **Effective Date.** "Effective Date" means the date on which this Agreement becomes effective as provided in Section 8.3 of this Agreement.
  4. **Fire Marshal Services.** "Fire Marshal Services" means those fire prevention, fire safety, inspection, and related code enforcement and technical services that Big Spring, through the Big Spring Fire Marshal, will provide to Stanton under Article II

of this Agreement, and that each Party is individually authorized by law to perform within its own jurisdiction.

5. **Inspection.** "Inspection" means a discrete fire safety, fire code, fire prevention, or related life-safety inspection of a building, structure, facility, occupancy, or premises located within the corporate limits of Stanton, performed by the Big Spring Fire Marshal under and in accordance with the Stanton Fire Code, which:
  1. involves a physical site visit to the subject property by the Big Spring Fire Marshal;
  2. is conducted for the purpose of determining compliance with the Stanton Fire Code and applicable fire safety requirements;
  3. results in a written inspection report, notice of violation, or other written documentation of findings; and
  4. is requested or authorized by Stanton in accordance with this Agreement.
  
6. **Other Services.** "Other Services" means Fire Marshal Services provided by the Big Spring Fire Marshal for Stanton that do not constitute an Inspection, and which may include, without limitation:
  1. review of building, site, or fire protection system plans or specifications, to the extent requested or authorized by Stanton;
  2. telephone or in-person consultations with Stanton officials or staff regarding fire code interpretation, application, or policy;
  3. attendance at meetings, hearings, or proceedings at the request of Stanton, including but not limited to city council meetings or board and commission meetings;
  4. preparation of written reports, memoranda, or correspondence not incident to a specific Inspection;
  5. training or educational sessions for Stanton personnel, officials, or the public;
  6. expert witness preparation or testimony in matters involving Stanton; and

7. other technical or advisory fire prevention or life-safety services, as may be requested or authorized in writing by Stanton, that are not reasonably encompassed within the definition of Inspection.

For the avoidance of doubt, reasonable time spent on-site and in preparing inspection documentation that is incident to and directly associated with a particular Inspection shall be deemed part of the Inspection and shall not be separately billable as Other Services.

7. **Local Government.** "Local government" has the meaning assigned to that term in Chapter 791, Texas Government Code.
8. **Stanton Fire Code.** "Stanton Fire Code" means the fire prevention and fire safety codes, ordinances, regulations, standards, and policies duly adopted by Stanton and in effect from time to time, including any locally adopted amendments and any provisions of model codes adopted by reference.
9. **Stanton Fee Schedule.** "Stanton Fee Schedule" means the schedule of permit fees, inspection fees, and any other fire-related fees or charges adopted, amended, and enforced by Stanton, in its sole discretion, and applicable to property owners, occupants, businesses, or other third parties within Stanton's jurisdiction.
10. **TPIA.** "TPIA" means the Texas Public Information Act, Chapter 552, Texas Government Code, as amended.

## Article II. Scope Of Services

1. **General Obligation to Provide Fire Marshal Services.** Subject to the terms and conditions of this Agreement, Big Spring shall provide Fire Marshal Services within the corporate limits of Stanton through the Big Spring Fire Marshal. Such Fire Marshal Services shall be limited to those services expressly described in this Article II and mutually agreed to by the Parties.
2. **Types of Fire Marshal Services.** Big Spring's Fire Marshal Services for Stanton may include, as requested or authorized by Stanton and as mutually determined appropriate by the respective designees of the Parties:

1. **Periodic and Complaint-Based Inspections.** Performing periodic, routine, complaint-based, follow-up, and reinspection of buildings, structures, facilities, occupancies, and premises located within Stanton's corporate limits, including but not limited to commercial, industrial, institutional, assembly, multi-family, and such other occupancies as Stanton may designate in writing.
2. **Plan Review Related to Fire Safety.** Reviewing, at Stanton's specific written request, building plans, fire protection system plans, or related documents for the limited purpose of supporting Fire Marshal Services performed under this Agreement, it being understood that any building or construction code plan review function retained by Stanton remains Stanton's responsibility unless expressly delegated by written amendment.
3. **Code Enforcement Related to Inspections.** Identifying, documenting, and reporting to Stanton observed violations of the Stanton Fire Code encountered during Inspections, and, to the extent authorized by Stanton's ordinances and written policies, issuing written notices of violation, inspection reports, or similar documentation to responsible parties.
4. **Consultation with Stanton Officials.** Providing Stanton's designated officials and staff with consultation and technical advice regarding fire prevention and life safety matters reasonably related to Fire Marshal Services, including explanations of inspection findings and recommended corrective actions.
5. **Coordination with Stanton Emergency Services.** Coordinating, as appropriate, with Stanton's fire department, emergency services, building officials, code enforcement personnel, and other relevant Stanton personnel regarding Fire Marshal Services performed under this Agreement.
6. **Training and Education.** Providing, upon Stanton's request and subject to scheduling availability, training or educational sessions for Stanton personnel, officials, or members of the public on topics reasonably related to fire prevention, fire safety, and code compliance.
7. **Other Related Services by Agreement.** Performing such other related fire marshal or fire prevention services as may be mutually agreed upon in writing by the Parties from time to time, provided that such services are within Big Spring's legal authority and do not materially expand Big Spring's obligations beyond those contemplated herein without a written amendment approved by the governing bodies of both Parties.

3. **Limitations on Scope.** The Parties expressly agree that:

1. **No General Assumption of Stanton Functions.** Big Spring does not, by this Agreement, assume any general governmental, administrative, or regulatory functions of Stanton, and Stanton remains solely responsible for the adoption, amendment, and enforcement of its own fire codes, ordinances, and regulations, except to the limited extent that Big Spring provides Fire Marshal Services under this Agreement.
2. **Criminal Enforcement and Prosecutions.** To the extent that any fire code violations constitute criminal offenses under Stanton ordinances or other law, any criminal enforcement, prosecution, or related legal action remains the responsibility of Stanton and its prosecuting authorities. Big Spring is not obligated to initiate or conduct criminal prosecutions on behalf of Stanton.
3. **No Building Official or Zoning Services Unless Expressly Added.** Unless specifically set forth in a written amendment to this Agreement, Big Spring does not provide building official, building inspection, zoning enforcement, or land use regulation services for Stanton, and Stanton retains all such responsibilities.

4. **Standard of Performance.** In providing Fire Marshal Services under this Agreement, Big Spring shall cause the Big Spring Fire Marshal to:

1. perform the services in a reasonably diligent and professional manner consistent with generally accepted municipal fire marshal practices in Texas;
2. comply with applicable provisions of Texas law, the Stanton Fire Code, and, to the extent not inconsistent with the Stanton Fire Code, any relevant Big Spring policies or procedures governing the conduct of the Big Spring Fire Marshal; and
3. coordinate with Stanton's designated contact persons for scheduling, access, and communications regarding Inspections and Fire Marshal Services.

5. **Requests for Services.** Unless otherwise agreed in writing by the Parties:

1. all requests by Stanton for Fire Marshal Services shall be directed to Big Spring through the designated points of contact for each Party identified in Section 8.6;

2. Big Spring shall have reasonable discretion, in consultation with Stanton, to schedule Inspections and allocate the Big Spring Fire Marshal's time in a manner that reasonably accommodates both Big Spring and Stanton needs; and
3. nothing in this Agreement obligates Big Spring to perform a particular number of Inspections or Other Services within a specified time period, but Big Spring shall make reasonable efforts to respond to Stanton's service requests in a timely manner, consistent with the Big Spring Fire Marshal's other duties.

## **Article III. Fees, Payment, And Consideration**

1. **Consideration and Statutory Compliance.** The Parties acknowledge that the mutual covenants and agreements contained in this Agreement constitute sufficient consideration for purposes of Chapter 791, Texas Government Code. The Parties further agree that the payments described in this Article III represent a fair and reasonable allocation of costs associated with the Fire Marshal Services to be furnished by Big Spring to Stanton and that all payments to be made by Stanton hereunder shall be made from current revenues available to Stanton, as required by Section 791.011 of the Texas Government Code.
2. **Per-Inspection Fee.** Stanton shall pay Big Spring a fee of One Hundred Fifty Dollars (\$150.00) for each Inspection performed by the Big Spring Fire Marshal under this Agreement.
  1. For purposes of this Section, an "Inspection" is as defined in Section 1.5 of this Agreement.
  2. Unless otherwise agreed in writing by the Parties' designated contacts, an initial Inspection of a given occupancy or premises shall be billable at one per-Inspection fee. Follow-up inspections or reinspections may be billed as separate Inspections at the same per-Inspection rate if:
    1. Stanton requests or authorizes such follow-up inspection or reinspection; and
    2. the Parties reasonably determine that a separate site visit and inspection activity is required to verify compliance with previously identified violations or to address new concerns.
  3. The per-Inspection fee may be adjusted only by a written amendment to this Agreement approved by the governing bodies of both Parties.

3. **Hourly Fee for Other Services.** In addition to the per-Inspection fee, Stanton shall pay Big Spring for Other Services at an hourly rate of Ninety Dollars (\$90.00) per hour.
  1. The hourly rate shall apply only to Other Services, as defined in Section 1.6 of this Agreement, and shall not apply to time that is reasonably incident to and included within an Inspection billed under Section 3.2.
  2. Time for Other Services shall be billed in increments of one-quarter (1/4) hour, with a minimum charge of one-quarter (1/4) hour for any discrete service.
  3. Big Spring shall maintain reasonably detailed time records for Other Services, including the date, a brief description of the services provided, and the time expended, and shall include such information with its invoices to Stanton.
  4. The hourly rate for Other Services may be adjusted only by a written amendment to this Agreement approved by the governing bodies of both Parties.
4. **Stanton's Fee-Setting and Fee-Collection Authority.** The Parties expressly acknowledge and agree that:
  1. Stanton retains sole and exclusive authority to adopt, amend, and enforce the Stanton Fee Schedule, including without limitation all fire-related permit fees, inspection fees, and any other charges imposed on property owners, occupants, businesses, or other third parties within Stanton's jurisdiction in connection with fire inspections, permits, or Fire Marshal Services.
  2. Stanton shall be solely responsible for determining, by ordinance, resolution, or other lawful action of its governing body, the amount, structure, and application of any such third-party permit or inspection fees, and nothing in this Agreement shall be construed to limit or impair Stanton's legislative or regulatory authority in that regard.
  3. Stanton shall be solely responsible for billing, collecting, receiving, and accounting for all permit fees, inspection fees, or other charges imposed by Stanton upon third parties under the Stanton Fee Schedule. Any such fees or charges shall be and remain the sole property and revenue of Stanton.
  4. Big Spring and the Big Spring Fire Marshal shall not set, determine, bill, collect, receive, or retain any permit fee, inspection fee, or other fee or charge on behalf of Stanton or under the Stanton Fee Schedule. Stanton shall not request, and Big Spring

shall not undertake, collection of Stanton's third-party permit or inspection fees through the Big Spring Fire Marshal or otherwise under this Agreement.

5. The per-Inspection fee and hourly fee for Other Services payable by Stanton to Big Spring under this Article III are separate and distinct from any fees or charges that Stanton may impose on third parties, and Big Spring shall have no right, title, interest, or claim in or to any third-party fees collected by Stanton, except as may be expressly provided by separate written agreement approved by both Parties.

**5. Nature of Payments to Big Spring.** The Parties agree that:

1. All amounts paid by Stanton to Big Spring pursuant to this Agreement, including the per-Inspection fee and the hourly fee for Other Services, constitute intergovernmental compensation for services rendered by Big Spring to Stanton and do not constitute regulatory permit, license, or inspection fees imposed on third parties.
2. Big Spring's sole entitlement to compensation under this Agreement shall be as set forth in this Article III, and neither Big Spring nor the Big Spring Fire Marshal shall have any separate claim for compensation against any third party in connection with Fire Marshal Services provided within Stanton under this Agreement.

**6. Invoicing.** Big Spring shall invoice Stanton for Fire Marshal Services performed under this Agreement as follows:

1. Big Spring shall prepare and submit to Stanton a periodic invoice, no less frequently than quarterly and no more frequently than monthly, itemizing:
  1. for each billable Inspection:
    1. the date of the Inspection;
    2. the address or location of the Inspection;
    3. a brief description of the type of Inspection (for example, annual inspection, new certificate of occupancy inspection, complaint-based inspection, reinspection); and
    4. the applicable per-Inspection fee; and
  2. for each category of billable Other Services:

1. the date(s) on which the Other Services were performed;
  2. a brief description of the nature of the Other Services (for example, plan review, consultation, training, meeting attendance);
  3. the total time expended, expressed in hours and quarter-hour increments; and
  4. the applicable hourly rate and extended amount.
2. Each invoice shall show the total amount due for the billing period and shall be submitted to Stanton's designated official and address for payment, as specified in Section 8.5, or as otherwise designated in writing by Stanton.

7. **Payment Terms and Disputes.** Stanton shall pay each undisputed invoice within thirty (30) calendar days after its receipt.

1. If Stanton disputes any portion of an invoice, Stanton shall notify Big Spring in writing within fifteen (15) calendar days of receipt of the invoice, specifying the nature of the dispute in reasonable detail. Stanton may withhold payment only of the disputed portion of the invoice and shall timely pay all undisputed amounts.
2. The Parties shall work in good faith to resolve any disputed amounts as promptly as reasonably practicable. Resolution of disputes regarding invoices shall be handled in accordance with the dispute resolution provisions of this Agreement and shall not be construed as a waiver of governmental immunity.

## **Article IV. Regulatory Authority, Codes, Fees, And Insignia**

1. **Stanton's Regulatory Authority and Codes.** Stanton shall retain full and exclusive authority to:

1. adopt, amend, and repeal the Stanton Fire Code and any other ordinances and regulations governing fire prevention, fire safety, and related matters within Stanton's jurisdiction;

2. determine, in its sole discretion, the scope and content of its fire inspection program, the categories of occupancies subject to inspections, the inspection frequency, and any related enforcement priorities, subject to applicable law; and
3. issue, deny, suspend, or revoke certificates of occupancy, permits, licenses, or similar authorizations within its jurisdiction.

2. **Stanton's Fee Schedule and Fee Authority.** Without limiting Section 3.4, Stanton shall retain full and exclusive authority to:

1. adopt, amend, and enforce the Stanton Fee Schedule, including all fire-related permit and inspection fees, and any other fees or charges associated with the Stanton Fire Code;
2. determine the circumstances under which such fees are imposed, the amount of such fees, the persons or entities liable for such fees, and the procedures for billing and collecting such fees; and
3. administer, collect, and account for all revenues derived from the Stanton Fee Schedule, independently of this Agreement.

3. **Application of Stanton Fire Code.** In performing Fire Marshal Services within Stanton, the Big Spring Fire Marshal shall:

1. apply and enforce, to the extent permitted by Stanton's ordinances and written policies, the Stanton Fire Code and relevant Stanton regulations, rather than any differing provisions of Big Spring's fire code, except to the extent that Big Spring's internal policies govern the conduct of its employee and do not conflict with Stanton Fire Code requirements; and
2. follow any written interpretations or guidance issued by Stanton's designated official regarding the Stanton Fire Code, to the extent consistent with law and professional standards.

4. **Big Spring Insignia and Identification.** The Parties acknowledge and agree that:

1. the Big Spring Fire Marshal, while performing Fire Marshal Services in Stanton under this Agreement, shall remain in the uniform (if applicable) and shall bear badges, patches, or other insignia identifying the individual as an employee of Big Spring, as determined by Big Spring; and
2. Stanton may, at its expense, provide the Big Spring Fire Marshal with an identification card or written authorization letter indicating that the Big Spring Fire Marshal is acting under authority of this Agreement while performing Fire Marshal Services within Stanton, for presentation to property owners, occupants, or members of the public, if deemed desirable by Stanton.
5. **No Delegation of Legislative Authority.** Nothing in this Agreement shall be construed to delegate to Big Spring any legislative authority of Stanton, including but not limited to the authority to enact or amend ordinances or to set or adjust the Stanton Fee Schedule. Big Spring's role is limited to providing Fire Marshal Services under the authority of this Agreement and Stanton's existing legal framework.

## **Article V. Personnel, Employment Status, And Control**

1. **Employment Status of Fire Marshal.** The Parties expressly agree that:
  1. the Big Spring Fire Marshal and all other personnel of Big Spring who perform services under this Agreement are and shall remain at all times employees of Big Spring and not employees of Stanton;
  2. Big Spring shall be solely responsible for all aspects of the employment relationship with its employees, including hiring, supervision, training, discipline, evaluation, promotion, demotion, transfer, termination, compensation, payroll, benefits, and workers' compensation coverage; and
  3. nothing in this Agreement shall be construed to create any rights in favor of any Big Spring employee as a third-party beneficiary or to confer upon any such employee any employment rights with Stanton.
2. **Direction and Control.** Big Spring shall retain the sole right to direct and control the Big Spring Fire Marshal and its other employees and shall determine the methods, means, and details of performing the Fire Marshal Services, subject to:
  1. Stanton's authority to determine the nature and scope of the services requested; and

2. Stanton Fire Code requirements and any written protocols mutually agreed upon by the Parties.
3. **No Joint Employment or Partnership.** The relationship between the Parties is that of independent local governmental entities contracting for the provision of governmental services. Nothing in this Agreement shall be deemed or construed to:
  1. create a partnership, joint venture, or joint enterprise between the Parties;
  2. create an employer–employee relationship between Stanton and any employee of Big Spring; or
  3. create an employer–employee relationship between Big Spring and any employee of Stanton.
4. **Compliance With Laws.** Each Party shall be responsible for ensuring that its own employees comply with all applicable federal, state, and local laws, rules, and regulations while carrying out their respective obligations under this Agreement.

## **Article VI. Records, Public Information, And Confidentiality**

1. **Separate Records.** Each Party shall create, maintain, and retain its own records related to this Agreement and to the Fire Marshal Services provided hereunder, in accordance with its own records management policies, procedures, and retention schedules and in compliance with applicable state law.
  1. Big Spring shall maintain records related to the employment and internal operations of the Big Spring Fire Marshal and other Big Spring personnel, as well as any reports, notes, or similar documents generated in the ordinary course of providing Fire Marshal Services, to the extent such records are deemed Big Spring records under applicable law.
  2. Stanton shall maintain records that it receives, generates, or files in its own systems in connection with Fire Marshal Services, including but not limited to permits, certificates of occupancy, enforcement files, and any related correspondence that Stanton receives or issues.

2. **Public Information Requests.** Each Party shall be independently responsible for responding to and processing any public information request made under the TPIA or other applicable law that is directed to, or received by, that Party.
  1. If a Party receives a public information request that seeks records in the possession of the other Party, the receiving Party shall timely forward the request or the relevant portion thereof to the other Party, and each Party shall be responsible for its own compliance with the TPIA with respect to its own records.
  2. Nothing in this Agreement shall be construed to require either Party to release information in violation of state or federal law, or to waive any right to seek an Attorney General opinion or to assert any applicable exception to disclosure under the TPIA.
3. **Access to Records Between Parties.** To the extent permitted by law and to the extent reasonably necessary to carry out this Agreement:
  1. each Party shall, upon reasonable request, provide the other Party with access to, or copies of, non-privileged records reasonably related to Fire Marshal Services provided under this Agreement; and
  2. provision of such records shall not constitute a waiver of any applicable privilege or confidentiality protection.
4. **Confidential Information.** To the extent that either Party, in the course of performing under this Agreement, obtains information that is confidential or exempt from public disclosure under applicable law:
  1. that Party shall take reasonable steps to protect the confidentiality of such information in accordance with applicable law; and
  2. nothing in this Agreement shall prevent either Party from disclosing information when required by law, court order, or lawful subpoena.

## **Article VII. Risk Allocation, Immunities, And Insurance**

1. **Governmental Immunity.** The Parties agree that no provision of this Agreement is in any way intended to constitute a waiver, express or implied, of any immunity or defense

available to a Party under the laws of the State of Texas, including but not limited to sovereign immunity and governmental immunity.

1. This Agreement is entered into for the purpose of performing a governmental function as authorized by Chapter 791, Texas Government Code.
2. Nothing in this Agreement shall be construed to waive or modify any immunities or limitations of liability applicable to the Parties under the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code, or any other law.
2. **Liability of the Parties.** Each Party shall be responsible for its own acts and omissions and those of its officials, officers, employees, and agents in the performance of this Agreement, to the extent provided by law.
  1. Neither Party shall be responsible for the acts or omissions of the other Party or of the other Party's officials, officers, employees, or agents, except as may be expressly provided by law.
  2. Nothing in this Agreement creates any third-party cause of action or enlarges any existing cause of action against either Party beyond that permitted by law.
3. **Indemnification.** To the extent permitted by the Constitution and laws of the State of Texas, each Party (the "Indemnifying Party") agrees to be responsible for its own negligent acts or omissions and those of its officers, employees, or agents in connection with the performance of this Agreement, and agrees that the other Party (the "Indemnified Party") shall not be responsible for such acts or omissions.
  1. This provision shall not be construed as creating a contractual indemnification obligation that would waive or exceed any limitation of liability or immunity provided by law.
  2. Any indemnity or assumption of liability that is deemed to exceed permissible limits under Texas law shall be construed as narrowly as necessary to comply with such law.
4. **Insurance.** Each Party shall maintain, at its own expense, insurance coverage or self-insurance coverage in such types and amounts as are customary and reasonable for Texas

municipalities of similar size and risk profile, including coverage for claims arising out of the performance of governmental functions such as those described in this Agreement.

1. Upon reasonable request, a Party shall provide the other Party with evidence of such coverage in the form of a certificate of insurance or written confirmation of self-insurance.

## **Article VIII. Term, Termination, Notices, And Miscellaneous**

1. **Term.** This Agreement shall commence on the Effective Date and shall continue in effect until terminated as provided in this Article VIII.
2. **Termination Without Cause.** Either Party may terminate this Agreement, in whole, without cause or penalty, by providing written notice of termination to the other Party at least thirty (30) calendar days prior to the proposed effective date of termination.
  1. The notice of termination shall state the effective date of termination.
  2. During the notice period, the Parties shall continue to perform their respective obligations under this Agreement unless otherwise agreed in writing.
3. **Effective Date.** This Agreement shall be effective on the latest of the following dates:
  1. the date on which it is approved by the governing body of Big Spring, as evidenced by an ordinance, resolution, or other official action;
  2. the date on which it is approved by the governing body of Stanton, as evidenced by an ordinance, resolution, or other official action; or
  3. the date specified in the final signature block below, if later than the dates of approval.
4. **Obligations Upon Termination.** Upon termination of this Agreement:
  1. Big Spring shall cease providing Fire Marshal Services for Stanton as of the effective date of termination;
  2. Stanton shall pay Big Spring for all Inspections and Other Services properly performed under this Agreement through the effective date of termination and for any outstanding undisputed invoices; and

3. the Parties shall cooperate in good faith to provide for an orderly transition of Fire Marshal Services back to Stanton or to another provider, as determined by Stanton.
  
5. **Notices.** Any notice, invoice, request, or other communication required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered, sent by a nationally recognized overnight courier service, or deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:
  1. If to Big Spring:
    1. City of Big Spring, Texas  
Attn: City Manager  
310 Nolan Street  
Big Spring, Texas 79720
    2. With a copy (which shall not constitute notice) to:  
  
City Attorney  
City of Big Spring, Texas  
310 Nolan Street  
Big Spring, Texas 79720
  2. If to Stanton:
    1. City of Stanton, Texas  
Attn: City Manager  
PO Box 370  
Stanton, Texas 79782
    2. With a copy (which shall not constitute notice) to:  
City of Stanton Attorney  
PO Box 81  
Rankin, Texas 79778
  3. Either Party may change its address(es) for notice or for a copy by giving written notice of the new address to the other Party in accordance with this Section.
  
6. **Designated Contacts and Administration.** Each Party shall designate, in writing to the other Party, an official or employee to serve as its primary contact for purposes of administering and coordinating the Fire Marshal Services under this Agreement.

1. Such designee for each Party may be changed from time to time by written notice to the other Party.
2. Administrative details relating to the scheduling of Inspections, routine communications, coordination of Other Services, and operational matters may be handled by the Parties' designated contacts without the need to amend this Agreement, provided such administrative practices do not conflict with the express terms of this Agreement.
7. **Amendment.** This Agreement may be amended only by a written instrument approved by the governing bodies of both Parties, executed by their duly authorized representatives, and stating an intention to amend this Agreement.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and representations, whether oral or written, regarding such subject matter.
9. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the Parties shall negotiate in good faith to replace the invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that, to the greatest extent possible, achieves the Parties' original intent.
10. **Assignment.** Neither Party may assign or transfer its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party, except that either Party may assign its rights and obligations to a successor municipality in the event of consolidation, annexation, or reorganization, to the extent permitted by law.
11. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict-of-laws principles. Venue for any dispute arising under this Agreement shall lie exclusively in a court of competent jurisdiction in Howard County, Texas, as permitted by Texas law.
12. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and is not intended to, and shall not, create any rights in favor of or enforceable by any third party, including but not limited to any property owner, occupant, or member of the public.

13. **Counterparts and Execution.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures for all purposes to the fullest extent permitted by law.
14. **No Waiver.** The failure of either Party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of that provision or any other provision, nor shall it be construed as a waiver of any subsequent breach of the same or a different provision.
15. **Headings.** The headings and titles of the Articles and Sections of this Agreement are for convenience of reference only and shall not affect the interpretation or construction of any provision of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Interlocal Cooperation Agreement for Fire Marshal Services to be executed by their duly authorized representatives.

**CITY OF STANTON**, a Texas municipal corporation

**CITY OF BIG SPRING**, a Texas municipal corporation

\_\_\_\_\_  
Sally Poteet  
Mayor

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

APPROVED AS TO FORM ONLY

APPROVED AS TO FORM ONLY

\_\_\_\_\_  
Paige Skehan  
City Attorney

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



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

**CC:** Todd Darden, City Manager

**From:** John Medina, Assistant City Manager

**Date:** June 19, 2026

**Subject:** Renewal Agreement for Postage Meter and Mail Processing Equipment

#### **RECOMMENDED ACTION**

Approve the renewal of the Pitney Bowes lease agreement for the City's postage meter and mail processing equipment for a term of sixty (60) months.

#### **BACKGROUND**

The City utilizes a Pitney Bowes mailing system to process outgoing mail for various departments. The equipment includes a postage meter, mail center system, folder, scale, shipping software, tracking capabilities, and associated maintenance and support services. These services provide an efficient and cost-effective method for processing municipal correspondence, utility billing notices, legal notices, permits, and other official City communications.

The current agreement is scheduled for renewal, and staff recommends continuing the lease to ensure uninterrupted mailing operations and ongoing equipment support.

#### **FINANCIAL IMPACT**

Lease Term: 60 Months

Monthly Payment: \$569.81

Monthly Increase: \$32.18

Quarterly Payment: \$1,709.43

Total Contract Value: \$34,188.60

**Funding Source: General Fund – HR Department Special Services Account**

The proposed lease payments will be funded through annual operating budgets and includes replacement equipment. Continuing the lease allows the City to maintain current mailing capabilities while receiving equipment maintenance, software updates, and technical support.

**BENEFITS OF RENEWAL**

- Maintains reliable mail processing operations for City departments.
- Includes maintenance and service support for covered equipment.
- Provides postage metering, folding, shipping, and tracking functionality.
- Avoids the significant upfront capital cost associated with purchasing replacement equipment.
- Ensures continued compliance with USPS mailing requirements and software updates.

**STAFF RECOMMENDATION**

Staff recommends approval of the renewal agreement with Pitney Bowes for a period of sixty (60) months at a monthly cost of \$569.81. The agreement provides the City with continued access to essential mailing and shipping equipment and support services necessary for daily operations.



1	F9DD	USPS Special Services Welcome Kit
1	F9PG	PowerGuard Service Package
1	HV1P	MailCenter Printer
1	HV97500	Wireless Client Kit
1	HVBA	MailCenter 1000
1	M9SS	USPS Tracking Services
1	ME1C	Meter Equipment - Low
1	MT30	Platform Scale 30lb/12kg
1	MW90007	Drop Stacker
1	MW92705	MailCenter 15in Display
1	NV10	InView TMR Web Acct Bundle Single only
1	NV90	InView Subscription
1	NV90KIT	InView Welcome Kit
1	NV99	InView MMS Base Software
1	NV99KIT	InView Welcome Kit
1	PTJ1	SendPro Online-PitneyShip
1	PTJ4	Multicarrier Sending App w HW or Meter
1	PTJ8	SPO-PitneyShip Mailing included w HW
1	PTJC	SPO-PitneyShip Individual
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK3	Meter Integration
1	PTKHV	PitneyShip MailCenter Integration
1	SJM1	SoftGuard - 1000
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)

**Your Payment Plan**

<b>Initial Term: 60 months</b>	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
60	\$ 569.81	\$ 1,709.43

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

\*Does not include any applicable sales, use, or property taxes which will be billed separately.  
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

**Your Signature Below**

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at [https://www.naspovaluepoint.org/search/?term=pitney+bowes&page\\_ref=contractors](https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors). Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808;985-C1  
State/Entity's Contract#

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Pitney Bowes Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Sales Information**

Chijioke Agwoeme	chijioke.agwoeme@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance