



CITY COUNCIL REGULAR AGENDA

Tuesday, May 26, 2026

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, May 26, 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. Invocation Moore
3. Pledge of Allegiance to the United States Flag and to the Texas State Flag Moore

Public Comment

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

4. **Public Comment** Moore

Announcements, Presentations and Public Hearings

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

- 5. **Open Public Hearing** Moore

- 6. PUBLIC HEARING - Regarding a Zone Change (ZC26-02) for 5-7 Bowles
200 NE 8th Street from Neighborhood Services (NS) to Single Family-3 (SF-3) Zoning for a 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

- 7. **Close Public Hearing** Moore

City Manager’s Report

- 8. City Manager's report on the following items: Darden
 - Update Large Item Pickup, District 5
 - Russ McEwen Aquatic Center Open, May 30th

Consent Items

- 9. Approval of the City Council Minutes for the Regular Meeting of May 12, 2026 8-14 Davis

- 10. 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 15-20 Williams

- 11. Final Reading of a Resolution Reauthorizing the Tax Abatement Guidelines and Criteria; Providing for Severability; and Providing an Effective Date 21-41 Medina

Vouchers

- 12. Vouchers for 05/08/26 \$ 507,160.04 Blackburn
Vouchers for 05/15/26 \$ 1,953,399.16

New Business

- | | | | |
|-----|--|---------|--------|
| 13. | First 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 | 42-44 | Smith |
| 14. | First 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 | Handout | Bowles |
| 15. | Consideration and Possible Action to Approve an Agreement with the YMCA for Lifeguard Services at the Russ McEwen Family Aquatic Center and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 45-56 | Himes |
| 16. | Consideration and Possible Action to Authorize the Mayor to Execute a Tax Deed for the Sale of Real Property Located on Lot Four (4), Block Four (4), Monticello Addition, City of Big Spring, Howard County, Texas, Commonly Known as 1202 Michael Avenue, Which is Held by the City of Big Spring, in Trust, to Joshua C. Walker. | 57-64 | Darden |
| 17. | Consideration and Possible Action to Authorize the Mayor to Execute a Tax Deed for the Sale of Real Property Located on South 112.9 Feet of the West Half (W/2) of Lot Nine (9), Block Ninety-nine (99), Original Town of Big Spring, Howard County, Texas, Commonly Known as 631 Sargent Paredez, Which is Held by the City of Big Spring, in Trust, to Gregory Cruz. | 65-71 | Darden |
| 18. | Boards and Committees
Consideration and Possible Action to Reappoint the Below Listed Board Members: | 72-73 | Moore |

CRMWD Board of Directors - Effective June 1, 2026

Dr. John Myers
Joel De La Garza


Council Input

- | | |
|-------------|-------|
| 19. Input | Moore |
| 20. 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 Tuesday, May 19, 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, in accordance with legal requirements.



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.



Memo

Meeting Date: May 26, 2026

To: Planning and Zoning Commission

From: Shane Bowles, P.E. Public Works Director

Subject: Conditional approval of William B Currie Addition, located at 200 NE 8th. in Big Spring, Texas for the purpose of a Zone Change from Neighborhood Services (NS) to Single Family (SF-3) zoning for a .149-acre tract of land being in Section 42, Block 32, T-1-S, T&P RR Co Survey in Big Spring, Howard County.

Location: Generally located on the southeast corner of N Runnels and NE 8th. St.

Contact: Shane Bowles, P.E. Public Works Director, 432-264-2500

Analysis:


The property is on the north side of Big Spring, belonging to the William B Currie Addition.

The zoning meets all the City's subdivision regulations, required under the current zoning of SF-3, Single-Family Dwelling District. If the developer's proposal to rezone the property is recommended for approval, then City Council has final authority over the zoning. Public improvements including water lines, fire hydrants, street paving are installed.

Attachments: Application

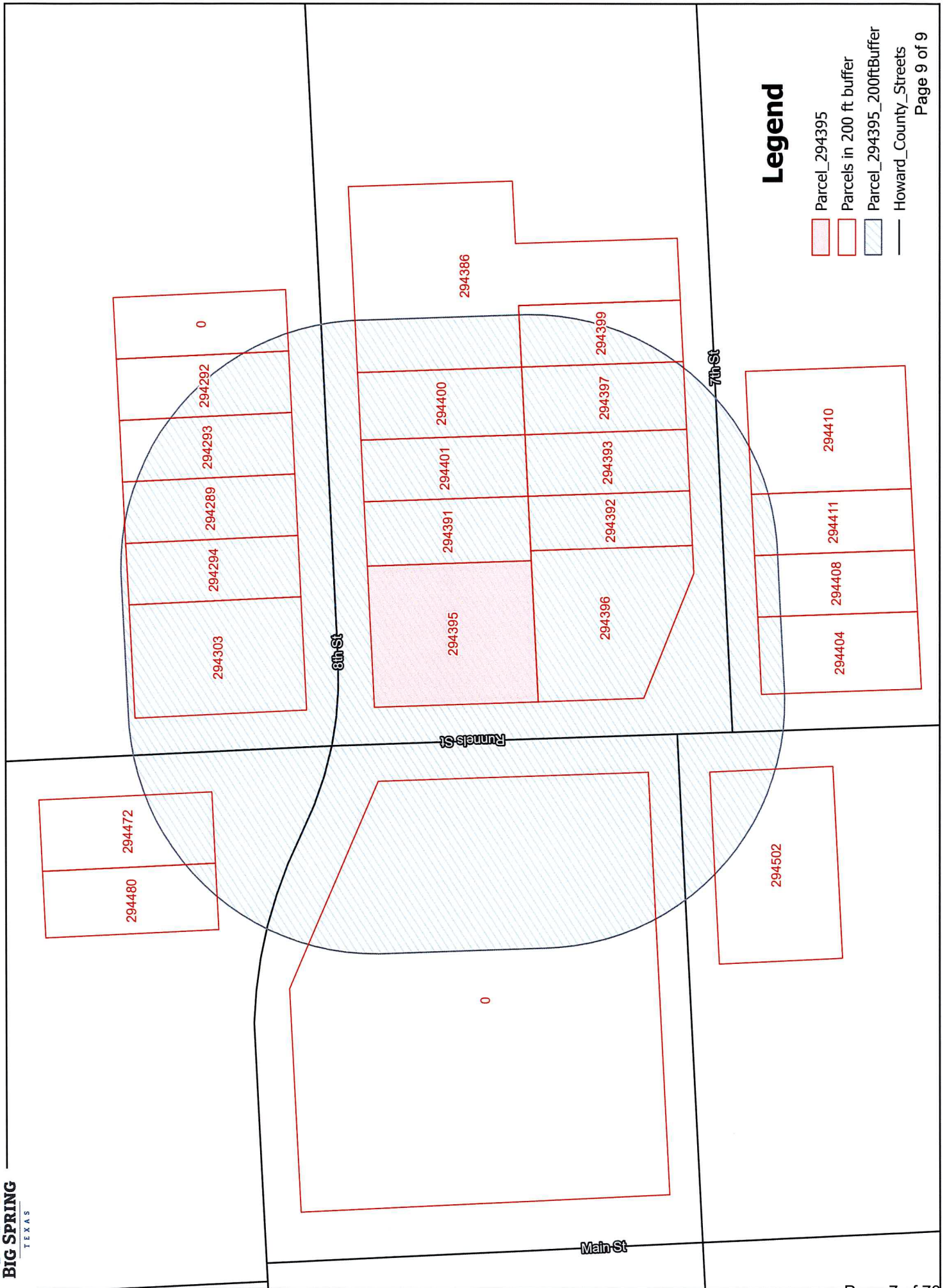
LC 26-02

cc 5/26
P&Z 5/19





		Zone Change Application	
General Information <ul style="list-style-type: none"> • Prior to the submittal of an application, the applicant is encouraged to schedule a pre-application meeting with City Staff. • This application will not be scheduled for hearing until reviewed by the Director of Public Works or designee. 			
Request Type			
<input checked="" type="checkbox"/> Straight Zoning	<input type="checkbox"/> Planned Development	<input type="checkbox"/> PD Amendment	<input type="checkbox"/> Specific Use Permit-SUP
Applicant Information			
<input checked="" type="checkbox"/> Property Owner	<input type="checkbox"/> Authorized Representative	<input type="checkbox"/> Project Manager	
<i>Authorized Representatives/Project Managers must provide a notarized affidavit required including signature of legal owner(s)</i>			
Name: <u>Adam Diaz</u>		Phone Number: <u>936-264-7777</u>	
Mailing Address:		Email Address:	
Project Information			
Name of Project (if applicable):			
Subject Property Address and/or Location (Use attachment, if necessary): <u>200 NE 8th</u>			
Legal Description (Use attachment, if necessary): <u>SC 42 BK 32 IN TR 34 William B Currie 0.179 acres</u>			
Current Zoning: <u>NS</u>	Requested Zoning: <u>SF3</u>	Comprehensive Plan Designation:	
Existing Use of Property: <u>Residential</u>			
Proposed Use of Property: <u>Residential</u>			
I hereby certify that I am the owner or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect, the permit or approval may be revoked.			
Signature: <u>[Signature]</u>		Date: <u>4-13-26</u>	
OFFICE USE ONLY			
Case Number:	Date of Application:	Date Fee Received (\$400.00): Fee \$325.00 - SUP:	
Affidavit attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		P&Z Meeting Date:	
City Council 1st Reading Date:		City Council 2nd Reading Date:	

D 4/22

PARCELS IN 200 FT BUFFER OF PARCEL NO. 294395, ADAM DIAZ, 200 NE 8TH ST.



Legend

-  Parcel_294395
-  Parcels in 200 ft buffer
-  Parcel_294395_200ftBuffer
-  Howard_County_Streets

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

The City Council of the City of Big Spring, Texas, met in a Regular Meeting in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, May 12, 2026, with the following members present in person:

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

Newly elected Council Members Ochoa and Gillihan were also present.

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

Dr. Rochelle Coles, Sr. Chaplain for West Texas VA Center, led 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

Mayor Moore introduced the new Big Spring Economic Development Director, Susan Sankey; One citizens spoke regarding his denial for a carport and has filed an appeal to the Zoning Board of Adjustments; One citizen would like to be put back on the list for mowing vacant lots.

Announcements, Presentations and Public Hearings

Open Public Hearings

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Mayor Pro Tem Hughes, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn

7

NAYS: None

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MOTION PASSED

PUBLIC HEARING - Tax Abatement Guidelines and Criteria

John Medina, Assistant City Manager, explained that the current tax abatement guidelines are about to expire and would like to readopt the tax abatement guidelines that we currently have with no changes.

Close Public Hearing

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Mayor Pro Tem Hughes, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn

7

NAYS: None

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MOTION PASSED

City Manager's Report

City Manager's report on the following items:

- Large Item Pickup, District 5 - May 20th
- City Holiday, May 25th - Memorial Day
- Council Budget Work Session, May 26th

Todd Darden, City Manager, reported on the above listed items as follows: Large item pickup for District 5 will be on May 20th; City offices will be closed on May

25th in observance of Memorial Day; and there will be a Council budget work session after the next City Council meeting on May 26th.

Consent Items

Approval of the City Council Minutes for the Regular Meeting of April 28, 2026

Acknowledge Receipt of the Planning and Zoning Commission Minutes for the Regular Meeting of February 17, 2026

Final Reading of an Ordinance Amending Ordinance Number 024-2025 Which Adopted the Annual budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2025 and Ending September 30, 2026 Authorizing the Transfer of Appropriations within the Airpark Fund for the Replacement of the Roof at Fire Station One; Providing for Severability; and Providing an Effective Date.

Final Reading of a Resolution of the City of Big Spring, Restricting the Insurance Proceeds Received as a Result of the Arson and Destruction of the Dora Roberts Community Center to the Design, Construction and Equipping for a New Community Center; Providing for Severability; and Providing an Effective Date.

Final Reading of an Ordinance Authorizing ZC26-01, Amending the Big Spring Zoning Ordinance by Rezoning Approximately 0.57 Acres of Land in Section 8, Block 32, T-1-S, T&P RR. CO. Survey, Big Spring, Howard County, Texas, from Agricultural (AG) to Single Family 2 (SF-2); Providing for Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; and Providing an Effective Date

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Mayor Pro Tem Hughes, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn

7

NAYS: None

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MOTION PASSED

Vouchers

Vouchers for 05/01/26 \$ 293,547.94

Council Member Blackburn reviewed the above captioned vouchers.

MOTION WAS MADE BY Council Member Blackburn to approve the above captioned vouchers, seconded by Council Member Ornelas.

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

MOTION PASSED

New Business

Recognition of Outgoing Council Members

Todd Darden, City Manager, and Mayor Moore presented a plaque to Council Member Ornelas and Mayor Pro Tem Hughes and thanked them for their years of service on the City Council.

Administer the Oath of Office to the Duly Elected Council Members for Districts One and Three

Judge Haynes administered the oath of office to duly elected Josie Ochoa as City Council Member District One and Gary Gillihan as City Council Member District Three.

Election of Mayor Pro Tem

Mayor Moore nominated Council Member Yanez as Mayor Pro Tem.

MOTION WAS MADE BY Mayor Moore to appoint Council Member Yanez as Mayor Pro Tem, seconded by Council Member Wilkerson.

YEAS: Mayor Moore, Council Member Ochoa, Council Member Yanez, Council Member Gillihan, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn 7
NAYS: None 0

MOTION PASSED

Consideration and Possible Action to Accept a Donation from Surge Energy to the Big Spring Police Department to Purchase Four (4) B&T GL-06 Launchers

MOTION WAS MADE BY Council Member Blackburn to accept the above captioned donation from Surge Energy in the amount of \$8,256.00, seconded by Mayor Pro Tem Yanez.

YEAS: Mayor Moore, Council Member Ochoa, Mayor Pro Yanez, Council Member Gillihan, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn 7
NAYS: None 0

MOTION PASSED

First 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

MOTION WAS MADE BY Council Member Wilkerson to approve the above captioned resolution, seconded by Council Member Blackburn.

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

NAYS: None

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MOTION PASSED

First Reading of a Resolution Reauthorizing the Tax Abatement Guidelines and Criteria; Providing for Severability; and Providing an Effective Date

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

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

NAYS: None

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MOTION PASSED

Consideration and Possible Action to Approve an Interlocal Agreement with Howard County to Participate in the Tax Increment Reinvestment Zone (TIRZ) #2 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 Mayor Pro Tem Yanez.

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

NAYS: None

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MOTION PASSED

Consideration and Possible Action to Approve a Lease Agreement Between the City of Big Spring and Hangar 25 Air Museum Association and Authorizing the City Manager or His Designee to Execute any Necessary Documents

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

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

NAYS: None

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MOTION PASSED

Consideration and Possible Action to Approve a Contract with Jacob Martin for Inspection Services on the Birdwell Lane Reconstruction Project and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Wilkerson to approve the above captioned contract, seconded by Council Member Blackburn.

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

NAYS: None

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MOTION PASSED

Consideration and Possible Action to Approve a Corrected Tax Deed for the Sale of Real Property Located at Lot Twelve (12), Block One Hundred Two (102), in the Original Town of Big Spring, Big Spring, Howard County, Texas, Commonly Known as 401 Sargent Paredes Street, and Held by the City of Big Spring, in Trust, to Daniel German Rodriguez Moncibais, and Authorizing the Mayor to Execute and Necessary Documents.

MOTION WAS MADE BY Council Member Wilkerson to approve the above corrected tax deed, seconded by Mayor Pro Tem Yanez.

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

NAYS: None

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MOTION PASSED

Boards and Committees

Consideration and Possible Action to Reappoint the Below Listed Board Members:

Big Spring Economic Development Corporation Board of Directors - Effective October 1, 2026

Nolan Dominguez - District 1

Taylor Parks - District 3

MOTION WAS MADE BY Council Member Ochoa to reappoint Nolan Dominguez to the Big Spring Economic Development Board of Directors effective October 1, 2026, seconded by Council Member Blackburn.

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

NAYS: None

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MOTION PASSED

MOTION WAS MADE BY Council Member Gillihan to reappoint Taylor Parks to the Big Spring Economic Development Board of Directors effective October 1, 2026, seconded by Mayor Moore.

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

Council Member Blackburn
NAYS: None

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MOTION PASSED

Council Input

Input

All Council Members welcomed new Council Members Ochoa and Gillihan and thanked several staff members.

Adjourn

Mayor Moore adjourn the City Council Meeting at 6:36 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS 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.

WHEREAS, the Big Spring City Council has determined that the addition of Automatic License Plate Recognition (ALPR) cameras will increase public safety and aid the Big Spring Police Department in its crime prevention efforts and strategies; and

WHEREAS, the Big Spring City Council desires to engage with the Texas Department of Transportation (TxDOT) and asks that Flock safety be allowed to place ALPR cameras in the TxDOT right-of-way on behalf of the City of Big Spring; and

WHEREAS, the Big Spring City Council finds it to be in the public interest to authorize the City Manager or his Designee to sign a Multiple-Use Agreement with TxDOT;

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

SECTION 1. The City of Big Spring, acting by and through its governing body, hereby authorizes the City Manager or his Designee to enter into a Multiple-Use Agreement with TxDOT for the installation and operation of ALPR cameras in the TxDOT right-of-way.

SECTION 2. This Resolution shall become effective immediately upon its passage.

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

PASSED AND APPROVED on the second and final reading at a regular meeting of the City Council on the ____ day of _____, **2026**, with all members of the Council present voting “aye” for passage of the same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

Flock Safety + TX - Big Spring PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Patrick Kenefick
patrick.kenefick@flocksafety.com
+19414040528

Quote Number: Q-188281
Expiration Date: 03/27/2026

flock safety

ORDER FORM

Customer: TX - Big Spring PD
 Legal Entity Name: TX - Big Spring PD
 Accounts Payable Email: cwilliams@bigspringpd.net
 Address: 3611 W Hwy 80 Big Spring, Texas 79720

Initial Term: 18 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Total Contract Billed at Signing
 Retention Period: 30 Days

Hardware and Software Products

Recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$29,500.00
Flock Safety LPR Products			
Flock Safety LPR Flex, fka Falcon Flex	Included	2	Included
Flock Safety LPR, fka Falcon	Included	6	Included
Flock Safety LPR, fka Falcon	Included	1	Included
Flock Safety Platform Add Ons			
Additional Battery Pack	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	\$100.00	6	\$600.00
Professional Services - Standard Implementation Fee	\$100.00	1	\$100.00
		Estimated Tax:	\$0.00
		Contract Total:	\$44,950.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Special Terms:

Upon execution of this Agreement, the Term for Flock Hardware shall commence upon first installation and validation per each phase as identified in the chart below ("Phase"), except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Upon completion of installation and validation of total Phases, the Customer agrees that the Term of all Phases will run coterminous in accordance with the Term of Phase 1. In the event of any overlap in subscription terms (meaning the period from the effective date until expiration or termination of an agreement) and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on the execution date of a new agreement. To the extent applicable, any prorated amounts provided are subject to change based on term commencement of first hardware validation of products referenced within each Phase.

Billing Schedule

Billing Schedule	Amount (USD)
Total Contract Due at Signing	\$44,950.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$7,450.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR Flex, fka Falcon Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Additional Battery Pack	External battery pack attachment utilized to extend the life of Flock Products
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.


FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Create a list of vehicles of interest and receive real-time alerts when they are detected by your Flock LPR cameras.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

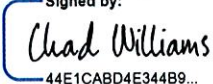
Signed by:

By: 1024FAF1F68A40F...

Name: Dan Haley

Title: Chief Legal Officer

Date: 3/18/2026

Customer: TX - Big Spring PD

Signed by:

By: 44E1CABD4E344B9...

Name: Chad Williams

Title: Chief of Police

Date: 3/18/2026

PO Number: _____



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: May 12, 2026

Subject: Reauthorization of Tax Abatement Guidelines and Criteria

Background

Chapter 312 of the Texas Tax Code authorizes municipalities to enter into tax abatement agreements to encourage economic development and investment within their jurisdiction. As required by state law, a municipality must adopt and reauthorize tax abatement guidelines and criteria every two years following a public hearing in order to maintain eligibility to grant tax abatements.

The City of Big Spring previously adopted tax abatement guidelines to establish the framework for evaluating and approving tax abatement agreements with qualifying businesses. These guidelines outline the types of eligible projects, investment thresholds, job creation expectations, and the procedures used by the City when considering tax abatement requests.

Purpose

The purpose of this item is to reauthorize the City's Tax Abatement Guidelines and Criteria through a resolution. Reauthorization ensures the City remains eligible to offer tax abatements as an economic development tool to attract new businesses and encourage expansion of existing businesses within the community.

Key Provisions

- Identification of eligible reinvestment zones within the City.
- Minimum capital investment requirements for qualifying projects.
- Job creation and/or retention expectations.
- Evaluation criteria used by the City when reviewing abatement requests.

- Duration and percentage limitations for tax abatements.
- Compliance monitoring and reporting requirements for participating businesses.

These guidelines provide transparency and consistency in how the City evaluates economic development opportunities and ensure that tax abatements are granted only when they provide measurable community benefits.

Fiscal Impact

The reauthorization of the guidelines does not create an immediate fiscal impact. However, the guidelines allow the City to consider future tax abatement agreements that may temporarily reduce property tax revenues in exchange for long-term economic development benefits, such as increased investment, job creation, and an expanded tax base.

Recommendation

Staff recommends approval of a Resolution, reauthorizing the City of Big Spring Tax Abatement Guidelines and Criteria, allowing the City to continue utilizing tax abatements as a tool to promote economic development.

RESOLUTION NO. _____

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

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

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

WHEREAS, the City Council held a public hearing regarding the above-described guidelines and criteria at a regular meeting on May 12, 2026; and

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

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

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

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

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

SECTION 4. This Resolution shall take effect immediately after passage in accordance with the provisions of the Charter of the City of Big Spring.

SECTION 5. The City Manager or the City Manager's designee is directed to post the adopted Tax Abatement Guidelines on the City's web site.

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.

ATTEST:

Robert H. Moore, III, Mayor

Tami L. Davis, City Secretary

Attachment 1

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

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

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

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

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

TAX ABATEMENT COMMITTEE-SECTION 1

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

B. It is within the purview of the Council to grant tax abatement on the same or similar terms and conditions as the other taxing units having jurisdiction over a property. However, nothing

herein shall limit the discretion of the City Council to consider, adopt, modify or decline any tax abatement request.

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

DEFINITIONS-SECTION 2

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

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

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

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

“City” means Big Spring, Texas.

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

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

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

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

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

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

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

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

ABATEMENT AUTHORIZED - SECTION 3

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

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

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

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

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

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

- (1) Must be reasonably expected to have an increase in positive net economic benefit to the City over the life of the Abatement. This includes but is not limited to new

payroll and/or capital improvements. The creation of new jobs will also factor into the decision to grant an Abatement; and

- (2) Must not be expected to solely or primarily have the effect of transferring employment from one part of Howard County to another without a super-majority vote of approval from the Council.

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

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

Attachment 1

- (14) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
- (15) The impact on existing business;
- (16) The attraction of other new businesses to the area;
- (17) The overall compatibility with any zoning ordinances or comprehensive plan for the area;
- (18) Whether the project has obtained any necessary permits from applicable environmental agencies;
- (19) Whether the requesting entity is receiving federal or state tax credits or subsidies.
- (20) Whether the abatement would establish a competitive disadvantage to existing businesses in the taxing area.

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

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

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

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

- (1) The value of any Real Property or Tangible Personal Property not subject to Abatement shall be fully taxable;

- (2) Ineligible property as provided in Section 3 hereof shall be fully taxable;
- (3) The base year value of property comprising the Eligible Property but existing before any Abatement Agreement is executed shall be fully taxable; and
- (4) The additional value of new Eligible Property shall be fully taxable at the beginning of the first tax year after the Abatement ends.

The Big Spring City Council, as a part of the approval of Abatement or during the duration of Abatement, may at its discretion require the entity or entities requesting or receiving Abatement to provide a performance bond naming the City as the recipient. Should the entity or entities requesting or receiving Abatements default on its contractual obligation to perform as agreed in the Abatement Agreement, City personnel will use the performance bond to offset any or all property taxes that would have been collected had the Abatement not been in place.

REINVESTMENT ZONE - SECTION 4

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

APPLICATION - SECTION 5

- A. **Applicant.** Any present or potential owner or lessee of taxable property in the City limits may request the creation of a Reinvestment Zone and/or tax abatement by filing with the City Manager a written application in a form substantially similar to that attached hereto as Exhibit A.
- B. **Application.** At a minimum, the application shall consist of: a general description of the new improvements to be undertaken; a descriptive list of the improvements for which tax abatement is requested; a list of the kind, number and location of all proposed improvements of the property; a map and property description; and a time schedule for undertaking and completing the proposed improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The Council may require such financial and other information as deemed appropriate for evaluating the financial capacity and other factors pertaining to the applicant to be included with the application. The completed application must be accompanied by the payment of a non-refundable application fee of ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00), although that fee may be waived by the Council. All checks in payment of the administrative fee should be made payable to the City of Big Spring.
- C. **Notice.** City personnel shall provide written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to a proposed Abatement Agreement is located, along with notice published in a newspaper of general circulation within such taxing

jurisdiction, not later than the thirtieth day before a public hearing relating to a proposed Abatement Agreement. Before acting upon the application, the Council shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the Abatement should or should not be granted.

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

AGREEMENT - SECTION 6

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

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

RECAPTURE - SECTION 7

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

ADMINISTRATION - SECTION 8

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

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

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

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

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

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

ASSIGNMENT - SECTION 9

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

SUNSET PROVISION - SECTION 10

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

[Signature Page Follows]

Attachment 1

Adopted _____, 20__

Big Spring City Council:

Josie Ochoa
District 1

Diana Yanez.
District 2

Gary Gillihan
District 3

Homer Wilkerson
District 4

Gloria Blackburn
District 5

Daniel Moreno
District 6

Robert H. Moore, Mayor

Exhibit A
Application
for
Tax Abatement

Application for Tax Abatement

City of Big Spring, Texas

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

I. APPLICABLE INFORMATION

Application Date: _____

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

Applicant Company: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Applicant's Representative for contact regarding abatement request:

Name: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

II. PROPERTY AND PROJECT DESCRIPTION

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

Number of jobs expected to be filled by local residents:

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

IV. FISCAL IMPACT OF PROJECT

A. PROPERTY IMPROVEMENTS

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

B. NET ECONOMIC BENEFIT

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

C. INFRASTRUCTURE IMPROVEMENTS

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

Yes _____ No _____

V. CERTIFICATION

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

Signature

Title

Printed Name

Date

Exhibit A

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

Exhibit B

Proposed Improvements to be considered for
Tax Abatement



Memorandum

Date: May 26, 2026

From: Sandy Smith, Finance Director

To: Mayor and City Council

Re: Consideration of Ordinance Granting 2026 Homestead Property Tax Exemption

The proposed ordinance would establish the residential homestead exemption for the 2026 tax year in accordance with the Texas Constitution and Texas Property Tax Code. Under state law, municipalities are authorized to grant a local-option exemption to reduce the taxable value of qualifying homestead properties. This exemption applies only to a taxpayer's primary residence.

The ordinance provides for the following:

- Establishes a 20% exemption of market value for qualifying residence homesteads for tax year 2026
- Ensures a minimum exemption of \$5,000, as required by state law
- Applies to any married or unmarried adult, including individuals living alone
- Limits the exemption to one homestead per taxpayer and prevents duplication among co-owners
- Provides that existing ad valorem tax pledges for debt service will not be impaired

The ordinance is consistent with Article 8, Section 1-b of the Texas Constitution and Section 11.13 of the Texas Property Tax Code.

Staff recommends approval of the ordinance granting a 20% homestead exemption for tax year 2026, consistent with state law and City policy objectives.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS GRANTING A PARTIAL AD VALOREM TAX EXEMPTION FOR TAX YEAR 2026 FOR THE HOMESTEAD OF ANY MARRIED OR UNMARRIED ADULT; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

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

SECTION 1. As authorized by Article 8 Section 1-b(e) of the Texas Constitution and §11.13(n) of the Texas Property Tax code the City Council hereby exempts from municipal ad valorem taxation twenty percent (20%) of the market value of the residence homestead of a married or unmarried adult, including one living alone, for the tax year 2026. However, as provided in said constitutional provision, the amount of the exemption authorized pursuant to this section may not be less than Five Thousand Dollars (\$5,000.00) unless the legislature by general law prescribes other monetary restrictions on the amount of this exemption. Also, as prescribed in said constitutional provisions, an eligible adult is entitled to receive other applicable exemptions provided by law. Further, as provided in said constitution provision, where ad valorem tax has previously been pledged for the payment of debt, the City of Big Spring may continue to levy and collect the tax against the value of the homesteads exempted under this section until the debt is discharged if the cessation of the levy would impair the obligation of the contract by which the debt was created.

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

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

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

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

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

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

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

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

Robert H. Moore, III, Mayor

ATTEST:

Tami L. Davis, City Secretary

**RUSS McEWEN FAMILY AQUATIC
CENTER LIFEGUARD AGREEMENT
BETWEEN THE CITY OF BIG SPRING
AND THE BIG SPRING YMCA**

This Agreement is made and entered into as of the ____ day of May, 2026, in Big Spring, Howard County, Texas, by and between the City of Big Spring, Texas, a Texas municipal corporation, hereinafter referred to as "CITY," and the Young Men's Christian Association of Big Spring, Texas, a Texas non-profit corporation, known informally as "the Big Spring YMCA," and hereinafter referred to as "CONTRACTOR." CITY and CONTRACTOR together are the "Parties" and each is a "Party."

WHEREAS, CITY desires to retain the services of CONTRACTOR for the purpose of providing lifeguards for the Russ McEwen Family Aquatic Center, hereinafter referred to as the "Aquatic Center"; and

WHEREAS, CONTRACTOR asserts that it is competent and qualified to provide the required services according to the terms and conditions stated herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and CONTRACTOR agree as follows:

1. TERM

The term of this Agreement ("Agreement") shall be for a period commencing on the 30th day of May, 2026 and ending on the 2nd day of August, 2026.

2. CONSIDERATION

CITY shall pay CONTRACTOR hourly rates of pay in accordance with the Rate Schedule, attached hereto as "Exhibit A," including an administrative fee of fifteen percent (15%). These hourly rates of pay are based on actual expenses incurred by CONTRACTOR for base pay, Social Security/Medicare, workers' compensation, and unemployment tax.

The CONTRACTOR will provide detailed records of daily work schedules to the CITY on a monthly basis and the CITY will pay the CONTRACTOR each month for the hours of service provided, more specifically described below. The stated rates of pay will be the compensation rates for normal working hours, preparation hours before the Aquatic Center is open, and hours worked for special celebrations/parties or events (to be invoiced separately).

3. WARRANTY AND OTHER TERMS

3.1 CONTRACTOR warrants and represents that it is qualified to provide lifeguards for the

Aquatic Center and will provide a copy of all certifications of each lifeguard who works on the premises and a copy of certificates of insurance for all required insurance specified on Exhibit "B," which is attached and incorporated into this Agreement.

- 3.2 In performing all services required under this Agreement, CONTRACTOR, its employees and agents shall comply with all applicable federal, state, county, and city statutes, ordinances and regulations. If such compliance is impossible for any reason, CONTRACTOR shall immediately notify the CITY of the fact and the reasons therefore.

In such event, CITY shall have the right to take any necessary action to provide services to protect the health, safety, and welfare of the citizens and, if necessary, terminate this contract.

- 3.3 CONTRACTOR warrants and represents that it will faithfully perform the duties of the contract, and will not cause, suffer, allow or permit the occurrence of:

- a. any act or omission in the execution and performance of this Agreement that could result in or give rise to any violation of any federal, state or local law, regulation or ordinance; or
- b. any act or omission that might give rise to any action at law or in equity for personal injury, wrongful death or damage to property.

- 3.4 CONTRACTOR shall strictly prohibit its employees from using cell phones and from being under the influence of intoxicating substances while on duty at the Aquatic Center.

- 3.5 Nothing in this Agreement shall be deemed to convey to CONTRACTOR any interest in or title to the Aquatic Center.

- 3.6 CONTRACTOR is acting in the capacity of an independent contractor with respect to CITY. CONTRACTOR'S employees shall not be considered employees of CITY and shall not be entitled to any CITY employee benefits. Nothing in this Agreement shall be construed to create the relationship of employer and employee, master and servant, or principal and agent, between CITY and CONTRACTOR, or between CITY and CONTRACTOR'S employees. This Agreement shall not be construed to be a partnership or joint venture. No employees or agents of CITY OR CONTRACTOR shall be deemed to be employees or agents of the other Party for any reason whatsoever.

- 3.7 At CITY's option, CITY may require CONTRACTOR to perform a criminal background check and/or drug test on any or all personnel employed by CONTRACTOR for the performance of this Agreement. CITY may inspect documentation of such checks or tests, at its option, and require CONTRACTOR to not employ any person for the performance of this Agreement if that person fails such a check or test. In the event CITY exercises this option, CITY shall reimburse the CONTRACTOR for the cost of the checks or tests.

4. SERVICES PROVIDED

4.1 CONTRACTOR shall supply all labor, orientation, training and supervision necessary to provide the following services in accordance with the terms and subject to the conditions set forth in this Agreement; using personnel of required skill, experience, and qualifications; in a timely, workmanlike, and professional manner; and in accordance with generally recognized industry standards in CONTRACTOR's field. Specifically, CONTRACTOR shall perform the following:

- a. Provide lifeguard services for the Aquatic Center pursuant to nationally recognized standards for lifeguards, which shall be performed by providing eight (8) employees (including lifeguards, slide crew, part-time supervisor) to be on duty at the Aquatic Center at all times during the operating hours set forth below.

Normal Operating Hours

Tuesday - Saturday	12:00 p.m. - 8:00 p.m.
Sunday	1:00 p.m. - 8:00 p.m.

Additional Private Group Rentals

Tuesday – Friday	11:00 a.m. - 12:00 p.m.
Monday	As reserved, determined by CITY

- b. Daily clean the skimmers, vacuum the pool, net debris off top of pool, clean grounds, pick up trash from Aquatic Center trash cans, place all trash in provided dumpsters, wax lily pads, wipe down play structure and any other items as determined necessary. Additionally, wax slides on a weekly basis (at a minimum).
- c. Submit any required reports and/or records, including any records pertaining to or verifying proper expenditure of CITY funds weekly.
- d. Report any damages or needed repairs to the Aquatic Center Management Staff.
- e. Promptly notify Aquatic Center Management Staff of any incident involving personal injury or property damage.
- f. Respond within a reasonable time (not to exceed 48 hours) to any complaint from CITY.
- g. Require all lifeguards to wear clothing clearly displaying "Lifeguard" at all times.

4.2 In addition to the consideration set forth above, the CITY agrees to:

- a. Maintain general liability and property insurance on the Aquatic Center;
- b. Provide staff to open and close the Aquatic Center, collect entrance and rental fees and to operate all ticket and concession areas;
- c. Perform cleaning and maintenance of the concession and admissions, clean concession grounds, pick up trash from aquatic center concession & interior trash cans, clean and restock restrooms and dressing rooms, place all trash in provided dumpsters, and perform all mechanical and chemical maintenance on the pool portions of the Aquatic Center.

5. SUPERVISION

CONTRACTOR shall ensure that all services it provides are properly performed and supervised at all times. CONTRACTOR's employees and agents shall not identify themselves or in any way represent themselves as employees or agents of the CITY.

6. INSURANCE AND INDEMNIFICATION

CONTRACTOR agrees to carry all of the insurance specified on Exhibit "B" and to indemnify, defend, and forever hold harmless the CITY, its officials, agents and employees from all suits, actions, or claims of any character, type, or description brought or made for or on account of any injury or damages, including death, injury, disease, or sickness received or sustained by any person or persons or property, arising out of, or in any way associated with, any act or omission of CONTRACTOR, its agents or employees. Such suits, actions, and claims shall include those arising from CONTRACTOR's failure to pay an employee or failure to pay tax obligations. CONTRACTOR shall provide a defense to such claims at its own expense with legal counsel who shall report to the CITY. In the event that a court of competent jurisdiction makes a specific finding that the CITY is at fault in all or a portion of any such suit, action or claim, then the amount of indemnity provided hereunder shall be reduced by the percentage of fault attributable to the CITY.

7. DEFAULT

7.1 If CONTRACTOR shall fail to meet any of the terms and conditions of this Agreement such failure shall be considered an event of default. If CONTRACTOR fails to cure any event of default within seventy-two (72) hours after receiving written notice of such default, the CITY may take any or all of the following actions:

- a. Employ any and all means deemed necessary or advisable by the CITY in its sole discretion to provide the services to the public contemplated by this agreement; and/or

- b. Terminate this agreement by delivering to CONTRACTOR written notice of termination by personal service or by certified mail return receipt requested.
- 7.2 In the event City terminates this Agreement pursuant to Section 7.1, CONTRACTOR will refund any prepaid but unearned funds at the applicable daily rates set forth in Section 2.

8. MISCELLANEOUS PROVISIONS

- 8.1 **Agreement and Amendments.** This Agreement constitutes the entire agreement between the Parties hereto and supersedes any commitment, agreement, and memorandum of understanding previously made by the Parties with respect to the subject matter of this Agreement. No amendment shall be valid unless it is set forth in writing and signed by duly authorized representatives of both Parties.
- 8.2 **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in state courts sitting in Howard County, Texas.
- 8.3 **Survival of Covenants and Conditions.** It is expressly agreed that all covenants and conditions relating to the rights and obligations of the Parties hereto subsequent to the termination of this Agreement shall survive the termination and shall continue in full force and effect in accordance with the terms of the specific provisions.
- 8.4 **Assignment and Subcontractors.** This Agreement and any rights, duties and obligations hereunder may not be assigned without the prior written consent of all of the Parties hereto and, in the event of an attempted assignment by one Party to this Agreement without the express prior written consent of all other Parties, such attempted assignment shall be void and without effect. CONTRACTOR may not use any subcontractor to perform the services and obligations required by this Agreement.
- 8.5 **Binding Effect.** This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto, and their respective successors, employees, legal representatives, and permitted assigns, and no other person shall have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Agreement or any provision herein contained.
- 8.6 **Remedies.** The remedies provided to the Parties by this Agreement are not exclusive or exhaustive, but are cumulative of each other and in addition to any other remedies the Parties may have at law or in equity.
- 8.7 **Attorney's Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, costs and necessary disbursements in addition to any other relief to which such Party may be entitled.

8.8 **Severability.** In the event that any covenant, phrase, clause, paragraph, section, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition, or provision shall in no way affect any other covenant, phrase, clause paragraph, section, condition, or provision herein contained.

8.9 **Non-Waiver of Governmental Immunity.**

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

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

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

8.10 **Non-appropriations.** The City of Big Spring commits only current funds to this Agreement. Should the work specified in the Agreement not be completed by the end of CITY's current fiscal year, ending September 30, 2026, the City Council of Big Spring shall have the right to terminate this Agreement without penalties of any sort.

8.11 **Additional Representations and Covenants.**

(a) Each Party to this Agreement warrants that it has the power and authority to enter into this Agreement and that all documents executed and delivered pursuant to this Agreement are valid, binding, and enforceable upon such Party. Each Party further warrants that there are no outstanding parties nor any additional signatories required for the execution of this Agreement

(b) CONTRACTOR covenants that it will file a "conflicts of interest questionnaire" ("questionnaire") (available from Texas Ethics Commission web site) with CITY if the CONTRACTOR has a business relationship with the CITY and: (1) has an employment or other business relationship with an officer or an officer's family member that results in the receipt by the officer or family member of taxable income of more than \$2,500 in the preceding twelve months; (2) has given an officer or an officer's family member one or more gifts totaling more than \$100 in the preceding twelve months; or (3) has a family relationship with an officer.

(c) CONTRACTOR represents to CITY that in the scope of the Agreement, either the CITY will not lease a computer, phone, or mobile device from CONTRACTOR; or, if the CITY does lease such from CONTRACTOR, that CONTRACTOR will not have installed thereon or access therefrom the application known as TikTok, or other

“covered application” as defined by Section 620.001, Texas Government Code.

8.12 **Notices.** Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at the addresses set forth on the first page of this Agreement (or to such other address that the receiving Party may designate from time to time in accordance with this section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

Notices to
CONTRACTOR: Dathan Jones, Director
Young Men’s Christian Assn of Big Spring
801 Owens
Big Spring, Texas 79720

Notices to the CITY:
Todd Darden, City Manager
City of Big Spring
310 Nolan Street
Big Spring, TX 79720-1390

8.13 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

8.14 **Force Majeure.** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from one of the following “Force Majeure Events:” (a) acts of God; (b) flood, fire, earthquake, explosion, or volcanism; or (c) war or military invasion. The Party suffering a Force Majeure Event shall give notice within seven (7) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

8.15 **Further assurances.** Each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

8.16 **Time of the essence.** Time shall be of the essence in this Agreement.

<signature page follows>

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

CONTRACTOR

**YOUNG MEN'S CHRISTIAN
ASSOCIATION of BIG SPRING, TEXAS,** a
Texas nonprofit corporation

Dathan Jones
Director

CITY

CITY OF BIG SPRING, a Texas municipal
corporation

Todd Darden
City Manager

APPROVED AS TO FORM ONLY

Andrew W. Hagen
City Attorney

EXHIBIT A
Rate Schedule

See attached document.

EXHIBIT B

Insurance Addendum

This insurance addendum is part of the agreement.

A. CONTRACTOR agrees to -

1. Maintain the following coverages or greater at its own cost and expense:
 - a. Commercial general liability, occurrence based, with each occurrence insured for \$1,000,000, damages to rented premises (each occurrence) for \$100,000, Medical expense (any one person) for \$5,000, Personal & Advertising injury for \$2,000,000, general aggregate for \$2,000,000, and products completion operations aggregate for \$1,000,000.
 - b. Automobile liability insurance, combined single limit (each accident), \$1,000,000.
 - c. Workers compensation insurance in the statutory amount or higher.
 - d. Directors & Officers liability insurance \$1,000,000, Employment practices \$1,000,000, and all parts aggregate, \$1,000,000.
 - d. Each insurer must be [1] an admitted carrier licensed by the Texas Department of Insurance; [2] rated A or greater in A.M. Best Company, Inc. Financial Strength Rating (FSR); and [3] rated VII or higher in A.M. Best Financial Size Category (FSC).
 - e. The City of Big Spring shall be named as an additional insured on all policies.
2. Deliver certificates of insurance and endorsements that include NAIC number(s), additional insured status to City of Big Spring as a condition of entering the agreement.

B. The parties agree that -

1. The commercial general liability insurance will be primary to the maintaining party and not contributory to any similar insurance carried by the other party and will contain a severability-of-interest clause.

EXHIBIT A

YMCA STAFF EXPENSES
2025 Season

	# of Hours per day	Prep/Clean Hours per day	Employees	Days Open	Total Hours	Base Pay	Social Sec/ Medicare	Worker's Comp	Unempl	Total
Lifeguards, Slide Crew and Supervisor										
Tuesday-Saturday	8	2	8	42	3,360					
Sunday	7	2	8	9	648					
First & Last Day	5	2	8	2	112					
				53	4,120					
Supervisor	20 hr/wk	\$ 17.00			180	\$ 3,060.00	\$ 234.09	\$ 128.83	\$ 21.42	\$ 3,444.34
Head Lifeguard	1	\$ 17.00			458	\$ 7,782.22	\$ 595.34	\$ 327.63	\$ 54.48	\$ 8,759.67
Certified Lifeguard	7	\$ 11.50			3,204	\$ 36,851.11	\$ 2,819.11	\$ 1,551.43	\$ 257.96	\$ 41,479.61
Short Day Head Lifeg	1	\$ 17.00			12	\$ 211.56	\$ 16.18	\$ 8.91	\$ 1.48	\$ 229.63
Short Day Certified	7	\$ 11.50			87	\$ 1,001.78	\$ 76.64	\$ 42.17	\$ 7.01	\$ 1,127.60
Sub Total										\$ 55,040.85
Admin Fee %15										\$ 8,256.13
Total Expense										\$ 63,296.97

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.”

TAX DEED

STATE OF TEXAS §

§

COUNTY OF HOWARD §

WHEREAS, by a Warrant issued out of the 118th Judicial District Court of Howard County, Texas; in Cause No. 7064 styled City of Big Spring, vs. OWNERS OF VARIOUS PROPERTIES LOCATED WITHIN THE CITY LIMITS OF BIG SPRING, TEXAS, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a warrant rendered in said cause on the 10th day of October, 2024, in favor of the Plaintiffs.

WHEREAS, in obedience to said Warrant, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 10th day of October, 2024 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said warrant established therein, the title to said real property pursuant to said warrant and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said warrant adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the warrant in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **TWO THOUSAND NINE HUNDRED FIFTY DOLLARS AND 00/100 (\$2,950.00)**, said amount being the highest and best offer received from **Joshua C. Walker, [REDACTED]** receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Lot Four (4), Block Four (4), Monticello Addition, City of Big Spring, Howard County, Texas (R283484)

Grantee will do everything necessary to bring the Property into compliance with all state and local codes within 30 days of the execution date of this deed. An affidavit stating that the condition has been fulfilled, filed within 30 days of said date, if not contradicted by a recorded statement filed within the same 30 days, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on it.

TO HAVE AND TO HOLD the above described property unto the named purchaser Joshua C. Walker, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of warrant in the above referred tax suit to all taxing units which were a party of said warrant and as fully and absolutely as the entities named below can convey the above described real property by virtue of said warrant and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Joshua C. Walker

This instrument was acknowledged before me on the _____ day of _____, _____, by Joshua C Walker.

Notary Public, State of Texas

This deed is effective as of the date of the last notary acknowledgment of the Grantors' and Grantees' signatures.

CITY OF BIG SPRING

By: _____
Robert H. Moore, III, Mayor

ATTEST:

City Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Robert H. Moore, III, Mayor on behalf of CITY OF BIG SPRING in its capacity therein stated.

Notary Public, State of Texas

HOWARD COUNTY

By: _____
Randy Johnson, County Judge

ATTEST:

Brent Zitterkopf, County Clerk

This instrument was acknowledged before me on the _____ day of _____, _____, by
Randy Johnson, County Judge, on behalf of HOWARD COUNTY in its capacity therein stated.

Notary Public, State of Texas

BIG SPRING INDEPENDENT SCHOOL DISTRICT

By: _____
Fabian Serrano, Board President

ATTEST:

Tom Olague, Board Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Fabian Serrano, Board President, on behalf of BIG SPRING INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

Notary Public, State of Texas



HOWARD COLLEGE

By: _____
John E. Freeman, Board Chairman

ATTEST:

Adrian Calvio, Board Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by John E. Freeman, Board Chairman, on behalf of HOWARD COLLEGE in its capacity therein stated.

Notary Public, State of Texas





Management Info:

Status: Trust
 Best Process: Sold Best Process Type:
 Progress: Pending bid to Joshua Walker

Property Info:

City: Big Spring
 Cad Property Id: 283484 CAD Value: 6349
 Site Description: 1202 Michael Ave, Big Spring, TX 79720, USA

Owner Info: City of Big Spring in Trust

Legal Description: Previous Owner:
 MONTEMAYOR MARIE
 MINIMUM BID: \$2,104.22
 FEE SIMPLE CONDITION: Any code violations to be resolved within 30 days.

Homestead: No Lot Four (4), Block Four (4), Monticello Addition, City of Big Spring, Howard County, Texas.
 Site Structure: No Non Affixed Material: No

Litigation Info:

Case Number: 7064
 Judgement Date: 10/10/2024 Sale Date: 11/05/2024
 Sheriff's Deed Date: 11/25/2024 Redemption Date: 06/03/2025
 Court: 118th
 Style Plaintiff: City of Big Spring
 Style Defendant: OWNERS OF VARIOUS PROPERTIES LOCATED WITHIN THE CITY LIMITS OF BIG SPRING, TEXAS
 Sheriff's Deed Volume: 2024-00008024
 Tax Due: No
 Delinquent: Yes Litigation: No

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.”

TAX DEED

STATE OF TEXAS §

§

COUNTY OF HOWARD §

WHEREAS, by a Warrant issued out of the 118th Judicial District Court of Howard County, Texas; in Cause No. 7068 styled City of Big Spring, et al, vs. Owners of Various Properties in City Limits of Big Spring, Howard County, Texas, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a warrant rendered in said cause on the 13th day of December, 2024, in favor of the Plaintiffs.

WHEREAS, in obedience to said Warrant, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 13th day of December, 2024 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said warrant established therein, the title to said real property pursuant to said warrant and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said warrant adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the warrant in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **TWO THOUSAND ONE DOLLARS AND 00/100 (\$2,001.00)**, said amount being the highest and best offer received from **Gregory Cruz, [REDACTED]**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

South 112.9 Feet of the West Half (W/2) of Lot Nine (9), Block Ninety-nine (99), Original Town of Big Spring, Howard County, Texas, being the property described in Vol. 398, Pg. 20 of the Deed Records of Howard County, Texas. (R)285224

Grantee will do everything necessary to bring the Property into compliance with all state and local codes within 30 days of the execution date of this deed. An affidavit stating that the condition has been fulfilled, filed within 30 days of said date, if not contradicted by a recorded statement filed within the same 30 days, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on it.

TO HAVE AND TO HOLD the above described property unto the named purchaser Gregory Cruz, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of warrant in the above referred tax suit to all taxing units which were a party of said Warrant and as fully and absolutely as the entities named below can convey the above described real property by virtue of said warrant and said Section 34.05 of the Texas Property Tax Code.

GRANTEE IS TAKING THE PROPERTY IN AN ARM’S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN “AS IS, WHERE IS” TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE’S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR’S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR’S REPRESENTATIVE.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Gregory Cruz

This instrument was acknowledged before me on the _____ day of _____, _____, by Gregory Cruz.

Notary Public, State of Texas

This deed is effective as of the date of the last notary acknowledgment of the Grantors' and Grantees' signatures.

CITY OF BIG SPRING

By: _____
Robert H. Moore, III, Mayor

ATTEST:

City Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Robert H. Moore, III, Mayor on behalf of CITY OF BIG SPRING in its capacity therein stated.

Notary Public, State of Texas

HOWARD COUNTY

By: _____
Randy Johnson, County Judge

ATTEST:

Brent Zitterkopf, County Clerk

This instrument was acknowledged before me on the _____ day of _____, _____, by
Randy Johnson, County Judge, on behalf of HOWARD COUNTY in its capacity therein stated.

Notary Public, State of Texas

BIG SPRING INDEPENDENT SCHOOL DISTRICT

By: _____
Fabian Serrano, Board President

ATTEST:

Tom Olague, Board Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Fabian Serrano, Board President, on behalf of BIG SPRING INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

Notary Public, State of Texas



HOWARD COLLEGE

By: _____
John E. Freeman, Board Chairman

ATTEST:

Adrian Calvio, Board Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by John E. Freeman, Board Chairman, on behalf of HOWARD COLLEGE in its capacity therein stated.

Notary Public, State of Texas





Management Info:

Status: Trust

Best Process: Sign Best Process Type:

Progress: Corner lot & unable to see property
Pending approval sold to Gregory Cruz

Property Info:

City: Big Spring

Cad Property Id: 285224 CAD Value: 2,624

Site Description: 631 Sgt Paredez St, Big Spring, TX 79720, USA

Owner Info: City of Big Spring in Trust

Legal Description: Previous Owner: CAVINESS JAMES & CAVINESS JOHNSON
MINIMUM BID: \$1,425.87
FEE SIMPLE CONDITION: Any code violations to be resolved within 30 days.
South 112.9 Feet of the West Half (W/2) of Lot Nine (9), Block Ninety-nine (99), Original Town of Big Spring, Howard County, Texas, being the property described in Vol. 398, Pg. 20 of the Deed Records of Howard County, Texas. R285224

Homestead: No Site Structure: No Non Affixed Material: No

Litigation Info:

Case Number: 7068

Judgement Date: 12/13/2024 Sale Date: 01/07/2025

Sheriff's Deed Date: 02/18/2025 Redemption Date: 08/27/2025

Court: 118th

Style Plaintiff: City of Big Spring, et al

Style Defendant: Owners of Various Properties in City Limits of Big Spring, Howard County, Texas

Sheriff's Deed Volume: 2025-00001057

Tax Due: No

Delinquent: Yes Litigation: No



May 6, 2026

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

Dear Mr. Darden:

The terms for two of the City of Big Spring's appointees, Dr. John Myers and Mr. Joel De La Garza to the Colorado River Municipal Water District's Board of Directors will expire on May 31, 2026. The appointees serve as Board Members and Officers of the Colorado River Municipal Water District.

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

Mr. Joel De La Garza was appointed to fill the unexpired term of Richard Steel and has served on the Board of Directors of CRMWD since February 24, 2026. He is currently serving on the Long Range Planning Committee.

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

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

The term for the City's two appointees will be from June 1, 2026 through May 31, 2028.

These appointments require a majority vote of the City Council. After the council makes the two appointments, please provide us with documentation for our files confirming the appointments and their information so we may contact them. If

you have any questions regarding this matter, please do not hesitate to give me a call at 432-267-6341.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cole Walker", with a long horizontal flourish extending to the right.

Cole Walker
General Manager

CDW/mn

cc: Dr. John Myers
Mr. Joel De La Garza
City of Big Spring – City Secretary