



CITY COUNCIL REGULAR AGENDA

Tuesday, July 14, 2026

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, July 14, 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.

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| 4. Public Comment | Moore |
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Announcements, Presentations and Public Hearings

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

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| 5. Open Public Hearings | | Moore |
| 6. PUBLIC HEARING - Regarding an Application for an Ambulance Transfer Permit for Non-Emergency Ambulance Services in the City of Big Spring by Viking Enterprises Inc. dba City Ambulance Service, and Consideration to Determine Whether Public Convenience and Necessity will be Served by Issuance of Such Permit, in Accordance with § 28-156, "Hearing," Article VI, "Private Ambulance Services," Chapter 28, "Health," Big Spring City Code | | Holt |
| 7. PUBLIC HEARING - Regarding a Specific Use Permit Application for Property 302693 at 3311 N. Service Rd., Big Spring, Tx, Which is Currently Zoned Light Industrial (LI). This Property is a 3.52 Acre Tract of Land Out of a 12.35 Acre Tract Out of the NE/4 of Section 45, Block 32, T-1-N, T&P RR Co Survey in Big Spring, Howard County, TX. The Permit is for Oil Recovery and Recycling. | 7-12 | Bowles |
| 8. Close Public Hearings | | Moore |

City Manager's Report

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| 9. City Manager's report on the following items: | | Darden |
| <ul style="list-style-type: none">• Large Item Pickup, District 1 - July 15th• Moss Lake Cleanup - July 18th• Recognize - Boy Scouts | | |

Consent Items

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| 10. Approval of the City Council Minutes for the Regular Meeting of June 23, 2026 and for the TIRZ Board minutes for the meeting of June 23, 2026 | 13-24 | Davis |
| 11. Final Reading of an Ordinance Approving a Project and Financing Plan for Tax Increment Reinvestment Zone Number Two, City of Big Spring, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; | 25-44 | Darden |

Providing for Severability; Providing for Publication; and
Providing an Effective Date

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| 12. | Final Reading of an Ordinance Amending the City Code to Align Food Safety Regulations with State Law; Adopting the Texas Food Establishment Rules; Providing for Permits, Exemptions, and Fees Consistent with Chapters 437 and 437B, Texas Health and Safety Code; Limiting Regulation of Mobile Food Vendors; Authorizing Health Inspectors; Providing for Inspection, Enforcement, and Preemption; Providing a Penalty; Providing for Codification; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; and Providing an Effective Date | 45-67 | Holt |
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Vouchers

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| 13. | Vouchers for 06/19/26 \$ 609,995.17 | Moreno |
| | Vouchers for 06/29/26 \$ 517,991.98 | |
| 14. | Vouchers for 07/02/26 \$ 274,523.86 | Ochoa |

Bids

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| 15. | Consideration and Possible Action to Award a Bid From Allen Keller Co. for the Reconstruction of Runway 6/24 at McMahon-Wrinkle Airport and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 68-71 | Feeley |
| 16. | Consideration and Possible Action to Award a Bid From Bullseye Equipment and Supply for the Acquisition of Two Runway Closure Markings Required by the FAA for Closing Runways at McMahon-Wrinkle Airport and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 72-77 | Feeley |
| 17. | Consideration and Possible Action to Award a Bid for Two (2) Heavy-Duty Mobile Column Lifts for the Service Center Department and Authorizing the City Manager or His Designee any Necessary Documents | 78-82 | Medina |

New Business

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| 18. | Acknowledge Receipt of the Quarterly Claims and Litigation Report from the City Attorney | Hagen |
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| 19. | First Reading of a Resolution Providing for the City's Approval or Disapproval of the Howard Central Appraisal District's Fiscal Year 2025 Budget; and Finding and Determining that the Meeting at Which the Resolution Was Discussed Was Open to the Public as Required by Law. | 83-95 | Smith |
| 20. | First Reading of a Resolution Renewing the Infill Development Incentive Program Designed to Facilitate Private Investment Toward the Construction of Single-Family Housing Within the City Limits of Big Spring and Therefore Encourage Economic Development that Benefits the Health, Safety, and Welfare of the Big Spring Community; Finding and Determining that the Meetings at Which the Resolution were Discussed were Open to the Public as Required by Law; Providing for Repeal of Conflicting Resolutions; and Providing an Effective Date | 96-104 | Bowles |
| 21. | First Reading of a Resolution Regarding the Announced Closure of Federal Correctional Institution Big Spring; Recognizing FCI Big Spring for its Decades of Service to the Community; Encouraging Responsible Stewardship and Productive Use of a Significant Public Asset; Requesting Consultation With the City Regarding Future Plans for the Property; Encouraging Consideration of Future Uses that Support Employment, Economic Opportunity, and Long-Term Community Prosperity; Emphasizing Compatibility with Airport Operations and Long-Term Community Development; Authorizing Transmittal of this Resolution to Appropriate Federal Officials; and Finding and Determining that the Meetings at Which the Resolution Were Discussed Were Open to the Public as Required by Law; and Establishing an Effective Date | 105-108 | Moore |
| 22. | First Reading of an Ordinance Granting a Specific Use Permit to Edy Fernandez Dunan for Oil Recovery and Recycling Operations on Property Located at 3311 I-20 Frontage Road (Also Known as 3311 N. Service Road), Big Spring, Texas; Establishing Conditions of Operation; 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. | 109-114 | Bowles |
| 23. | Consideration and Possible Action to Grant an Ambulance Transfer Permit for Non-Emergency Ambulance Services in the City of Big Spring, to Viking Enterprises Inc. dba City Ambulance Service, and Determining the Existence of Public | 115-118 | Holt |

Convenience and Necessity that will be Served by Issuance of Such Permit, in Accordance with § 28-157, "Granting or Denial of Permit," Article VI, "Private Ambulance Services," Chapter 28, "Health," Big Spring City Code and Authorizing the Mayor to Execute any Necessary Documents

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| 24. | Consideration and Possible Action to Approve an Agreement Between the City of Big Spring, a Texas Home Rule Municipal Corporation and Jacob & Martin, LLC, a Texas Limited Liability Company to Provide Engineering Services for the 2026 Water Line, Valve, and Fire Hydrant Replacements and Authorizing the City Manager or His Designee to Execute any Necessary Documents. | 119-133 | Bowles |
| 25. | Consideration and Possible Action to Approve an Agreement for Engineering Services with Jacob & Martin, LLC for the Airpark Water System Improvements and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 134-153 | Bowles |
| 26. | Consideration and Possible Action on an Amendment to Contract No. 029-2025 with The GEO Group, Inc. and its Subsidiary Municipal Corrections Finance, L.P., Regarding Demolition and Site Restoration of the Airpark Facility (excluding the administrative building), Amendment of the Leased Premises, Modification of Lease Terms, Extension of the Lease Term for Remaining Leased Properties, and Authorizing the City Manager or His Designee to Negotiate and Execute all Necessary Documents. | 154-180 | Feeley |
| 27. | Discussion Regarding Comanche Trail Golf Course Food, Beverage, Alcohol, Concession, Retail, and Related Business Operations, Including Existing Lease Terms, Past and Current Operations, Compliance Issues, City Regulations, Future Operations, and Potential Lease Amendments. | | Bowles |
| 28. | Discussion Regarding City Cemetery Policies and Regulations, Including Cemetery Maintenance and Clean-up Standards, Placement and Removal of Decorations and Other Items, Memorial Bench Policies, and Related Operational Matters. | | Yanez |

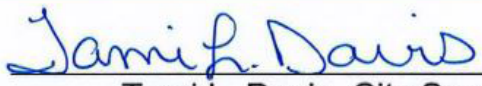
Council Input

- | | | |
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| 29. | Input | Moore |
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The City Council reserves the right to meet in executive session on any agenda item should the need arise pursuant to Chapter 551, Subchapter D of the Texas Government Code, or the Texas Disciplinary Rules of Professional Conduct.

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the City Council and **Posted on Wednesday, July 8, 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: July 7, 2026
To: Planning and Zoning Commission
From: Todd Darden, City Manager *TAD*

Subject: Specific Use Permit for Recovery and Recycling Oil

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:

Staff recommends the approval of a Specific Use Permit Application for property 302693 at 3311 N Service Rd, Big Spring, Tx, which is currently zone Light Industrial (LI). This property is a 3.52 acre tract of land out of a 12.35 acre tract out of the NE/4 of Section 45, Block 32, T-1-N, T&P RR Co Survey in Big Spring, Howard County, TX.

Attachments: Application

ID# ~~3021685~~
302693

Flood Zone



Permits Department
217 E. 3rd Big Spring, TX 79720
(432) 264-2504
permits@cityofbigspring.com

Specific Use Permit Application

General Information

- This application will not be scheduled for hearing until reviewed and deemed complete by the Public Works Director or designee.
- Incomplete applications will not be reviewed
- The application fee is \$325.00

Applicant Information

☒ Property Owner

☐ Authorized Representative (Notarized affidavit required including signature of legal owner(s))

Duran

Name: Edy Fernandez Duran Phone Number: 432-803-7564

Mailing Address: 3500 Albrook Dr Email Address: Edyfernandez1974@gmail.com

Subject Property Address and/or Location (Use attachment if necessary): 3311 I 20 Frontage Rd. Big Spring TX 79720 Current Zoning: Light Industrial

Subject Property Legal Description (Use attachment if necessary): 3311 N. Sue Rd.

See Attachment

Detailed description of intended use of property:

Intended use of property will be for recovery and recycling of oil. There will be contained and graded trap tanks. Reasonable efforts will be made to minimize disruption to adjacent properties. Maintaining orderly ingress & egress.

Projected amount of additional traffic generated in and around property, types of vehicles anticipated that will be visiting property, likely changes in traffic patterns, and possible impact such changes in traffic will have on properties within 200' of subject property for commercial use:

Based on the anticipated level of use, traffic is not expected to create congestion, unsafe conditions, or material adverse impact on properties located 200' within of property.

The proposed number of occupants or users of the property and the proposed hours of occupancy:

The proposed number of users are 10-12 during normal hours. If for commercial use, does the proposed use require state or federal license or permit to operate? If so, what type of license or permit is required?

Yes, a permit from the Texas Railroad Commission.

If for commercial use, describe the availability and location of off-street parking:

We do not foresee a need for off street parking, therefore not applicable.

May 2026



Specific Use Permit Application

If the proposed use will require deliver of goods to the property, and the use is proposed to be located in any of the "A" through "MF" Zoning Districts, inclusive, provide the proposed location of the loading/unloading areas: Loading / unloading will be located on the south side of the property adjacent to the truck containment area.

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.

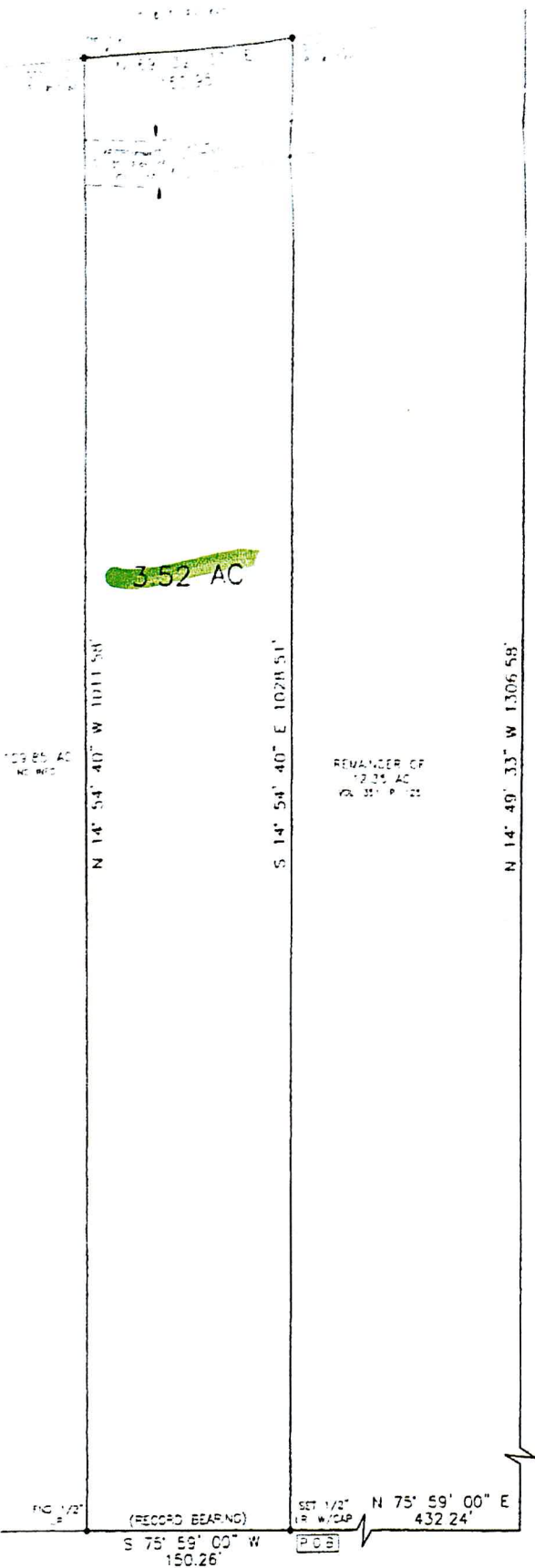
Signature: _____

Date: 05/30/2026

OFFICE USE ONLY

Date of Application:	Date Paid:
Affidavit attached?:	PZ Commission Date:
City Council 1 st Reading Date:	City Council 2 nd Reading Date:

4 32
25 48



PLAT
OF
A 3.52 ACRE TRACT OF LAND
OUT OF A 12.35 ACRE TRACT
OUT OF THE NE/4
OF SECTION 45,
BLOCK 32, T-1-N,
T. & P. RR. CO. SURVEY,
HOWARD COUNTY, TEXAS

NOTE: NO ADJACENT SHOWN

EASEMENT SHOWN
VOL. 1681, P. 102

SURVEY FOR EDY FERNANDEZ
TO LEND HOLDER ISSUING THE INSURANCE UNDERWRITER
AND SURETY TITLE BIG SPRING, TEXAS
THIS SURVEY PLAT IS PROVIDED SOLELY FOR THIS TRANSACTION
AND OF 228767H AS NOTED
PLAT IS COPYRIGHTED AND SHALL NOT BE USED FOR ANY
OTHER TRANSACTION
THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY
WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY
DESCRIBED HEREIN AND IS CORRECT AND THAT THERE
ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES
IN AREA BOUNDARY LINE CONFLICTS, ENCROACHMENTS,
OVERLAPPING OF IMPROVEMENTS, VISIBLE EASEMENTS OR
RIGHTS OF WAY EXCEPT AS SHOWN HEREON, AND THIS
SAC PROPERTY HAS ACCESS TO AND FROM A DEDICATED
ROADWAY AS SHOWN

Garrett M. Bradshaw
REGISTERED PROFESSIONAL LAND SURVEYOR



THIS IS AN UNRECORDED PLAT AND IS NOT FILED IN THE PLAT RECORDS OF
HOWARD COUNTY, TEXAS
THIS PROPERTY LIES WITHIN FLOOD HAZARD ZONE "AE" AS SHOWN BY THE
FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL INSURANCE ADMINISTRATION
MAP COMMUNITY PANEL NO. 48227C03150, DATED OCTOBER 6, 2010

Stored: 22100354
BRADSHAW AND ASSOCIATES, INC.
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL LAND SURVEYORS
FIRM # 10122900/10122901
2112 SCURRY STREET
BIG SPRING, TEXAS 79720
PHONE (409) 263-1099 FAX (409) 263-1294

INTERSTATE HIGHWAY NO. 20
(NORTH SERVICE ROAD)

----- TENDERED
----- CHANGE 0.00

City of Big Spring-City Hall
310 Nolan Street
Big Spring, TX 79720
432-264-2514 www.mybigspring.com

DATE : 6/12/2026 9:29 AM
OPER : NB
TKBY : NB
TERM : 3
REC# : R02906230

=====

000.4000 MISC REVENUE	
EDY FERNANDEZ DURAN - POSTAGE	7.40
002-4905-000 -7.40	

Paid By:EDY FERNANDEZ DURAN - POSTAGE
1-Cash 7.40 REF:EDY FERNANDEZ DURAN

----- APPLIED 7.40
----- TENDERED 7.40
----- CHANGE 0.00





City of Big Spring, TX
217 East 3rd St.
Big Spring, TX 79720

Receipt Number: PL26-00003

432-264-2504
permits@mybigspring.com
<https://www.mybigspring.com/>

Payer: CARMEN ROJAS
NA
NA MI 00000

Cashier: Anastacia Delossantos Date: 06/01/2026

2026-0000777 SPECIFIC USE PERMIT

3311 N SERVICE

Fee Description

Specific Use Permit Fee

Fee Amount	Amount Paid	Fee Balance
\$25.00	\$25.00	\$0.00
\$25.00	\$25.00	\$0.00
Total Paid:		\$25.00

Payment Method	Reference	Payment Amount
CREDIT CARD	198572096	\$25.00
Total Paid:		25.00

Previous Related Payments

Receipt #	Receipt Date	Tracking No.	Fee Description	Amount Paid
PL26-00002	06/01/2026	2026-0000777	Specific Use Permit Fee	\$300.00
Total:				\$300.00

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

The City Council of the City of Big Spring, Texas, met in a Regular Meeting in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, June 23, 2026, with the following members present in person:

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

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

TODD DARDEN	City Manager
JOHN MEDINA	Assistant City Manager
ANDREW HAGEN	City Attorney
SHANE BOWLES	Public Works Director
CHAD WILLIAMS	Police Chief
JAY HOLT	Fire Chief
MIKE FEELEY	Airpark Director
SANDY SMITH	Finance Director
SUSAN HIMES	Community Services Director
TAMI DAVIS	City Secretary
MANDY HAYNES	Municipal Judge

Open Session

Call to Order

Mayor Moore called the regular City Council meeting to order at 5:48 p.m.

Invocation

Albert Belez gave the invocation.

Pledge of Allegiance to the United States Flag and to the Texas State Flag

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

Public Comment

Public Comment

One citizen thanked the Council and staff for installing a cut off valve at her water meter and one citizen was upset regarding the denial of his appeal for a carport.

Announcements, Presentations and Public Hearings

City Manager's Report

City Manager's report on the following items:

- Update - Large Item Pickup, District 6
- City Holiday - July 3rd - Independence Day
- POPS in the Park - July 3rd
- Update - Code Enforcement - 1300 & 1600 Blocks of Wood St.
- Update - Moss Lake Closure

Todd Darden, City Manager, reported on the above captioned items as follows: The Birdwell Lane Project has begun and ask citizens to avoid the area if possible; Large item pickup for District 6 picked up 3 1/2 tons of items; City offices will be closed on July 3rd in observance of Independence Day and also the annual POPS in the Park will be on July 3rd; Code Enforcement has been working on the complaints on Wood St.; Moss Lake has been temporarily closed due to a change in structure and maintenance work that needs to be done.

Consent Items

Approval of the City Council Minutes for the Regular Meeting of June 9, 2026

Acknowledge Receipt of the Big Spring Economic Development Board of Director's Minutes for the Regular Meeting of May 19, 2026

Final Reading of a Resolution Updating the Personnel Policies to Comply with State Law and Giving the City Manager Authority to Set Procedures for Handling Public Information Requests; Providing for the Repeal of Conflicting Legislation; Providing for Severability; and Finding and Determining that the Meetings at Which the Resolution were Discussed were Open to the Public as Required by Law; and Establishing an Effective Date

Final Reading of an Ordinance Amending the Purchasing Procedure Manual to Expand and Clarify the City's Authority to Use Cooperative Purchasing Methods; Providing for the Repeal of Conflicting Legislation; Providing for Severability; and Finding and Determining that the Meetings at Which the Resolution were Discussed were Open to the Public as Required by Law; and Establishing an Effective Date

Final Reading of an Ordinance Authorizing a Convenience Fee for Certain Card Payments of Ambulance and Fire and Rescue Service Fees and a Reimbursement Fee for Card Payments to Municipal Court and Amending the Big Spring City Code; Repealing Section 2-196 of the Big Spring City Code; Adding Sections 22-13 and 22-14 to Chapter 22 of the Big Spring City Code; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed Were Open to the Public as Required by Law; and Providing an Effective Date

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

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

NAYS: None **0**

MOTION PASSED

Vouchers

Vouchers for 06/05/26 \$ 1,249,710.57

Vouchers for 06/12/26 \$ 673,982.13

Council Member Moreno reviewed the above captioned vouchers.

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

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

NAYS: None **0**

MOTION PASSED

Bids

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

MOTION WAS MADE BY Mayor Moore to award the above captioned bid to S&S Multi Services, Inc. for the total contract amount of \$598,545.00, seconded by Mayor Pro Tem Yanez.

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

NAYS: None **0**

MOTION PASSED

New Business

Consideration and Possible Action to Accept the City Manager's Appointment to the Civil Service Commission - Troy Tompkins

No action taken on the above captioned item at this time.

First Reading of an Ordinance Approving a Project and Financing Plan for Tax Increment Reinvestment Zone Number Two, City of Big Spring, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; Providing for Severability; Providing for Publication; and Providing an Effective Date

MOTION WAS MADE BY Mayor Moore to approve the above captioned ordinance, seconded by Mayor Pro Tem Yanez.

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

NAYS: None **0**

MOTION PASSED

First Reading of an Ordinance Amending the City Code to Align Food Safety Regulations with State Law; Adopting the Texas Food Establishment Rules; Providing for Permits, Exemptions, and Fees Consistent with Chapters 437 and 437B, Texas Health and Safety Code; Limiting Regulation of Mobile Food Vendors; Authorizing Health Inspectors; Providing for Inspection, Enforcement, and Preemption; Providing a Penalty; Providing for Codification; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; and Providing an Effective Date

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

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

NAYS: None **0**

MOTION PASSED

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

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

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

NAYS: None 0

MOTION PASSED

Emergency Resolution Finding That There is a Substantial Need For the Legal Services of Baron & Budd, P.C. and Cossich, Summich, Parsiola & Taylor LLC, Finding That the Legal Services Cannot be Adequately Performed by the Attorneys and Supporting Personnel of the Political Subdivision, and Finding That the Legal Services Cannot Reasonably be Obtained from Attorneys in Private Practice under a Contract Providing Only for the Payment of Hourly Fees for Reasons Prescribed Hereunder, Pursuant to Section 2254.1036(b) of the Texas Government Code; Providing for the Repeal of Conflicting Legislation; Providing for Severability; and Finding and Determining That the Meetings at Which the Resolution Were Discussed Were Open to the Public as Required by Law; and Establishing An Effective Date.

MOTION WAS MADE BY Mayor Moore to approve the above captioned resolution as an emergency reading, seconded by Council Member Wilkerson.

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

NAYS: None 0

MOTION PASSED

Discuss and approve a contingent fee contract with the law firms of Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC for legal services in connection with, first, the preparation and filing of settlement claim forms and supporting documentation for compensation from certain manufacturer(s) of aqueous film forming foam containing perfluoroalkyl substances ("PFAS"), pursuant to various settlement agreements arising out of or in connection to the Aqueous Film Forming Foam Products ("AFFF") Liability Litigation (MDL 2873) in the Federal District Court for the District of South Carolina, second, the collection of claims owed to the City, being compensation due to the City from certain manufacturer(s) of AFFF containing PFAS arising out of or in connection to the AFFF Products Liability Litigation (MDL 2873), and furthermore approve a written statement of the findings of City Council. Specifically, the City Council will discuss and consider whether Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC are well-qualified law firms based on demonstrated competence, qualifications and experience in collecting compensation in federal products liability litigation against manufacturers of PFAS-containing products, and whether the contract negotiated between the City of Big Spring, Texas, Baron & Budd, P.C., and Cossich, Sumich, Parsiola & Taylor LLC, is for a fair and reasonable price as provided for in Texas law.

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

1. The City of Big Spring, Texas is pursuing the legal services of Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC, a partnership comprising two litigation law firms each with expertise in PFAS-related litigation and compensation, to collect compensation owed to the City of Big Spring, Texas pursuant to various settlement agreements entered into with manufacturer(s) of PFAS-containing products pursuant to the Aqueous Film Forming Foam Products Liability Litigation (MDL 2873). The desired outcome of the legal services would be for the City of Big Spring, Texas to collect the maximum compensation that the City is owed in as short a time period as is possible.
2. Baron & Budd, P.C. have been competently representing plaintiffs in lawsuits and class actions against major corporations for more than 45 years of practice and have been competently acting as class counsel in PFAS-related litigation and settlement. The firm is currently one of four class counsels directly involved in representing the various plaintiffs, being various municipalities and public water systems, in the Aqueous Film Forming Foam Products Liability Litigation (MDL 2873) where Scott Summy, head of the firm's water contamination litigation group, is serving as co-lead counsel and to which the compensation sought in this matter relates. Baron & Budd, P.C. is a competent, qualified, and experienced litigation law firm with expertise in PFAS-related litigation and compensation.
3. Cossich, Sumich, Parsiola & Taylor LLC have been competently representing thousands of plaintiffs in class action suits and have been competently acting as part of the team of architects of the DuPont settlement structure, which is one of the various settlement agreements in the Aqueous Film Forming Foam Products Liability Litigation (MDL 2873) for which compensation is sought in this matter. Cossich, Sumich, Parsiola & Taylor LLC is a competent, qualified, and experienced litigation law firm with expertise in PFAS-related litigation and compensation.
4. The City of Big Spring, Texas is pursuing the legal services of Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC, a partnership comprising two litigation law firms each with expertise in PFAS-related litigation and compensation, to collect compensation owed to the City of Big Spring, Texas pursuant to various settlement agreements entered into with manufacturers of PFAS-containing products pursuant to the Aqueous Film Forming Foam Products Liability Litigation (MDL 2873). The desired outcome of the legal services would be for the City of Big Spring, Texas to collect the maximum compensation that the City is owed in as short a time period as is possible.
5. The legal services desired by the City of Big Spring, Texas that are the subject

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

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

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

8. To collect, in as short a time as possible, the maximum compensation owed to the City of Big Spring from certain manufacturer(s) of aqueous film forming foam containing perfluoroalkyl substances as provided under various settlement

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

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

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

6

NAYS: None

0

MOTION PASSED

Consideration and Possible Action to Approve an Administrative Services Agreement with Big Spring Economic Development Corporation and Authorizing the Mayor to Execute any Necessary Documents

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

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

6

NAYS: None

0

MOTION PASSED

Consideration and Possible Action to Approve an Agreement with ClearGov for the Implementation of Software for Annual Comprehensive Financial Reporting and Personnel Budgeting Software and Authorizing the City Manager or His Designee to Execute any Necessary Documents.

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

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

6

NAYS: None

0

MOTION PASSED

Consideration and Possible Action to Approve an Interlocal Cooperation Agreement with the City of Stanton for Fire Marshal Services and Authorizing the City Manager or His Designee to Execute any Necessary Documents

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

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

6

NAYS: None

0

MOTION PASSED

Consideration and Possible Action to Approve an Agreement with Pitney Bowes, Inc. for Mailing Equipment, and Authorization for the City Manager or His Designee to Execute any Necessary Documents

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

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

6

NAYS: None

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MOTION PASSED

Discussion of Proposed Budget for Fiscal Year 2026-27

Todd Darden, City Manager, gave a brief overview of what the staff has discussed for the 26-27 budget and asked the Council for input: Council Member Moreno would like to see more park benches and more street lighting; Mayor Pro Tem Yanez would like to have more cemetery improvements and possible hire of contractors to help.

Council Input

Input

Several Council Members thanked the staff.

Executive Session

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

Mayor Moore adjourned into the above captioned executive session at 7:02 p.m.

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

Mayor Moore reconvened into open session at 7:20 p.m. and no action was taken regarding the above captioned executive session.

Adjourn

Mayor Moore adjourned the regular City Council meeting at 7:21 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

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

The City Council of the City of Big Spring, Texas, met in a Meeting of Board of Directors of the City of Big Spring Tax Increment Reinvestment Zone #2 in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, June 23, 2026, with the following members present in person:

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

Commissioner Eddilisa Ray and Council Member Moreno were not present at this meeting.

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 Tax Increment Reinvestment Zone (TIRZ) meeting to order at 5:30 p.m.

New Business

Discussion and Possible Action

Review and Recommend Approval of the Project and Financing Plan for Tax Increment Reinvestment Zone #2

David Pettit, Pettit & Ayala Consulting, presented a brief overview of the final Project and Financing Plan for the TIRZ #2 and needs the TIRZ Board to consider approval of the final recommendation to move forward with the plan.

MOTION WAS MADE BY Mayor Moore to approve and move forward with the

final Project and Financing Plan as presented, seconded by Mayor Pro Tem Yanez.

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

6

NAYS: None

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MOTION PASSED

Adjourn

Mayor Moore adjourned the TIRZ Board meeting at 5:48 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

CITY OF BIG SPRING, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, APPROVING A PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF BIG SPRING, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

SECTION 1. RECITALS INCORPORATED.

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

SECTION 2. FINDINGS.

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

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

SECTION 3. APPROVAL OF PLAN.

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

SECTION 4. SEVERABILITY CLAUSE.

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

SECTION 5. OPEN MEETINGS.

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

SECTION 6. EFFECTIVE DATE.

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

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

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

CITY OF BIG SPRING

Robert Moore, Mayor

ATTEST:

Tami Davis
City Secretary

APPROVED AS TO FORM:

Andrew Hagen
City Attorney

APPROVED AS TO CONTENT:

Todd Darden
City Manager

EXHIBIT A
Project and Financing Plan

Tax Increment Reinvestment Zone #2

City of Big Spring, Texas

PROJECT AND FINANCING PLAN
JUNE 2026



Table of Contents

- Introduction 1
- TIRZ Boundary 2
- Current Conditions & Ownership 3
- Proposed Development 4
- Project Costs 5
- Financial Feasibility Analysis 7
- Terms and Conditions 13
- Appendix A 14

DISCLAIMER

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

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



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

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

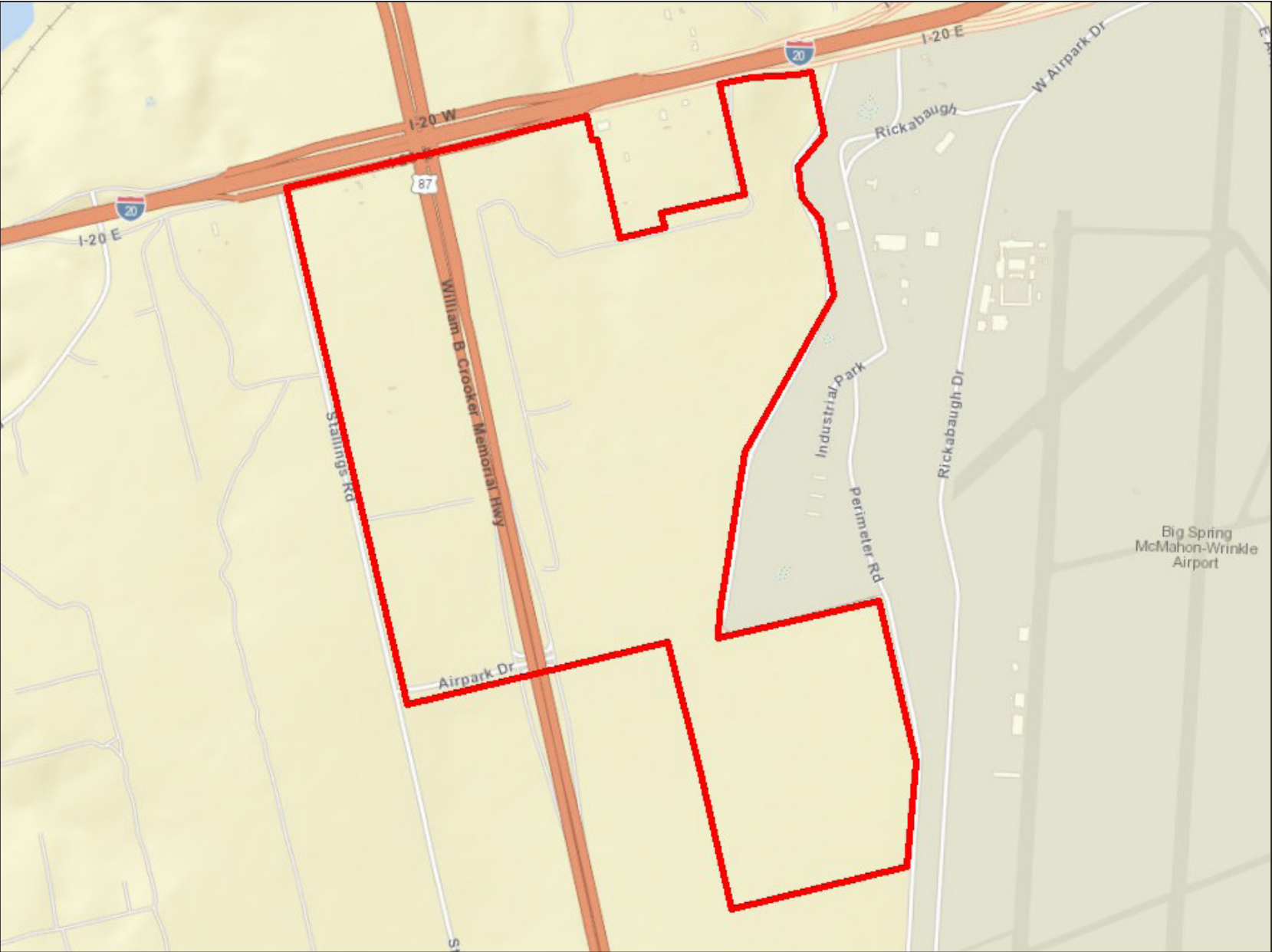
Big Spring is surrounded by over one million people within a hundred mile radius. Big Spring is approximately 40 miles east of Midland, 80 miles north of San Angelo, 100 miles west of Abilene and 95 miles south of Lubbock. Midland International Airport is the closest major airport and is served by Southwest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

Tax Increment Reinvestment Zone #2, City of Big Spring

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

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

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



 - TIRZ Boundary

TIRZ Boundary

Boundary Description

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

Legal Description TIRZ #2

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

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

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

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

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

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

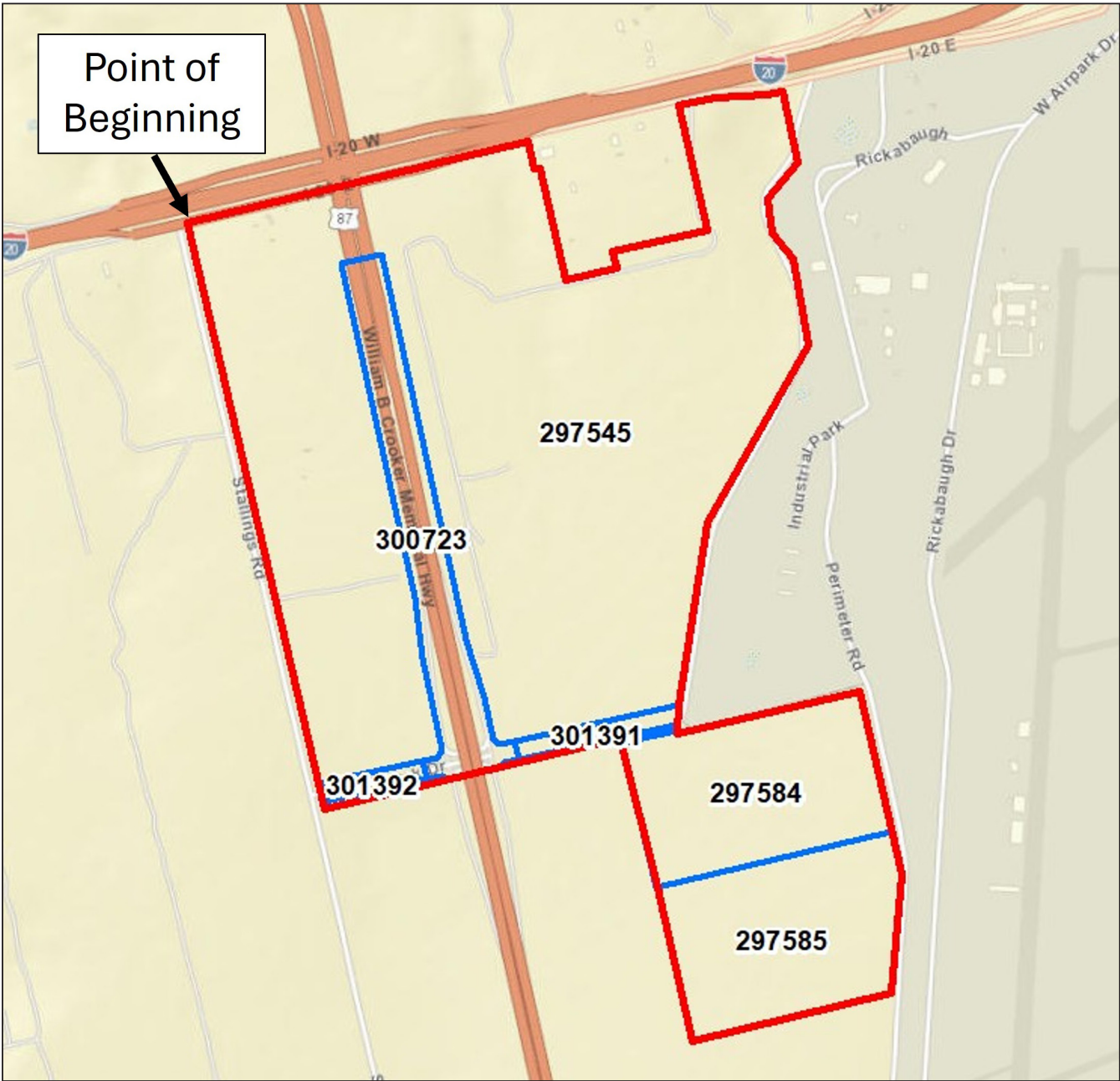
West along the southern boundary of Property ID 297545 to the point it meets the southern boundary of Property ID 300723, thence

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

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

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

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



Current Conditions

Land Use

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

Zoning

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

Method of Relocating Persons to be Displaced

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

Current Ownership

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



Proposed Development

Anticipated Development

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

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

Project Costs

Project Costs of the Zone

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

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

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

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

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

Chapter 311 of the Texas Tax Code

Sec. 311.002.

- (1) “Project costs” means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. “Project costs” include:
- (A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
 - (B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
 - (C) real property assembly costs;
 - (D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
 - (E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
 - (F) relocation costs;
 - (G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
 - (H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
 - (I) the cost of operating the reinvestment zone and project facilities;
 - (J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
 - (K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
 - (L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Project Costs

Public Utilities includes but is not limited to:

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

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

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

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

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

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

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

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

Method of Financing

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

Debt Service

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

Economic Feasibility Study

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

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

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

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

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

	Sales Tax		Participation	
	City of Big Spring	0.01500000	0%	0.0000000
	EDC	0.00500000	0%	0.0000000
		0.02000000		0.0000000

Financial Feasibility Analysis - Development Input

INPUT

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

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

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

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

OUTPUT

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

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

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

Financial Feasibility Analysis - Development Worksheet

Tax Revenue Projections

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
TOTAL TAX REVENUE																							
REAL PROPERTY		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	
Industrial	Taxable Value Per SF	50	52	53	55	56	58	60	61	63	65	67	69	71	73	76	78	80	83	85	88	90	
	Cumulative Units	-	-	-	-	100,000	100,000	200,000	200,000	300,000	300,000	400,000	400,000	500,000	500,000	600,000	600,000	700,000	700,000	700,000	700,000	700,000	
	Retail Taxable Value	-	-	-	-	5,627,544	5,796,370	11,940,523	12,298,739	19,001,551	19,571,598	26,878,328	27,684,677	35,644,022	36,713,343	45,377,692	46,739,022	56,164,725	57,849,667	59,585,157	61,372,712	63,213,893	
	Taxable Value	-	-	-	-	5,627,544	5,796,370	11,940,523	12,298,739	19,001,551	19,571,598	26,878,328	27,684,677	35,644,022	36,713,343	45,377,692	46,739,022	56,164,725	57,849,667	59,585,157	61,372,712	63,213,893	
	PV	-	-	-	-	38,206	39,352	81,065	83,497	129,002	132,872	182,478	187,952	241,988	249,248	308,071	317,313	381,304	392,743	404,525	416,661	429,161	
City of Big Spring	1,747,816	-	-	-	-	16,979	17,488	36,026	37,107	57,330	59,050	81,095	83,528	107,542	110,768	136,909	141,017	169,455	174,539	179,775	185,168	190,723	
Howard County	776,746	-	-	-	-	42,357	43,628	89,874	92,570	143,020	147,311	202,307	208,376	268,285	276,333	341,548	351,794	422,740	435,422	448,484	461,939	475,797	
Big Spring ISD	1,937,747	-	-	-	-	12,191	12,557	25,868	26,644	41,164	42,399	58,228	59,975	77,218	79,535	98,305	101,254	121,674	125,324	129,083	132,956	136,945	
Howard College	557,726	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total	5,020,035	-	-	-	-	109,733	113,025	232,832	239,817	370,517	381,632	524,108	539,832	695,033	715,884	884,833	911,378	1,095,172	1,128,027	1,161,868	1,196,724	1,232,626	
PERSONAL PROPERTY		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	
	Taxable Value Per SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Cumulative SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	PV	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Big Spring	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Howard County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Big Spring ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Howard College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SALES TAX		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	
	Sales Per SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Cumulative SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	PV	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Big Spring	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
EDC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SUMMARY		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	
	PV	-	-	-	-	38,206	39,352	81,065	83,497	129,002	132,872	182,478	187,952	241,988	249,248	308,071	317,313	381,304	392,743	404,525	416,661	429,161	
City of Big Spring	1,747,816	-	-	-	-	16,979	17,488	36,026	37,107	57,330	59,050	81,095	83,528	107,542	110,768	136,909	141,017	169,455	174,539	179,775	185,168	190,723	
Howard County	776,746	-	-	-	-	42,357	43,628	89,874	92,570	143,020	147,311	202,307	208,376	268,285	276,333	341,548	351,794	422,740	435,422	448,484	461,939	475,797	
Big Spring ISD	1,937,747	-	-	-	-	12,191	12,557	25,868	26,644	41,164	42,399	58,228	59,975	77,218	79,535	98,305	101,254	121,674	125,324	129,083	132,956	136,945	
Howard College	557,726	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
EDC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total	5,020,035	-	-	-	-	109,733	113,025	232,832	239,817	370,517	381,632	524,108	539,832	695,033	715,884	884,833	911,378	1,095,172	1,128,027	1,161,868	1,196,724	1,232,626	
PARTICIPATION																							
REAL PROPERTY		Taxable Value	-	-	-	-	5,627,544	5,796,370	11,940,523	12,298,739	19,001,551	19,571,598	26,878,328	27,684,677	35,644,022	36,713,343	45,377,692	46,739,022	56,164,725	57,849,667	59,585,157	61,372,712	63,213,893
	PV	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Big Spring	873,908	-	-	-	-	19,103	19,676	40,532	41,748	64,501	66,436	91,239	93,976	120,994	124,624	154,035	158,656	190,652	196,372	202,263	208,331	214,581	
Howard County	388,373	-	-	-	-	8,489	8,744	18,013	18,553	28,665	29,525	40,547	41,764	53,771	55,384	68,455	70,508	84,728	87,269	89,887	92,584	95,362	
Big Spring ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Howard College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total	1,262,281	-	-	-	-	27,592	28,420	58,545	60,302	93,166	95,961	131,786	135,740	174,765	180,008	222,490	229,165	275,380	283,641	292,150	300,915	309,942	
PERSONAL PROPERTY		Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	PV	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Big Spring	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Howard County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Big Spring ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Howard College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SALES TAX		Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	City of Big Spring	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
EDC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SUMMARY		PV	-	-	-	-	19,103	19,676	40,532	41,748	64,501	66,436	91,239	93,976	120,994	124,624	154,035	158,656	190,652	196,372	202,263	208,331	214,581
City of Big Spring	873,908	-	-	-	-	8,489	8,744	18,013	18,553	28,665	29,525	40,547	41,764	53,771	55,384	68,455	70,508	84,728	87,269	89,887	92,584	95,362	
Howard County	388,373	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Big Spring ISD	1,937,747	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Howard College	557,726	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
EDC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total	1,262,281	-	-	-	-	27,592	28,420	58,545	60,302	93,166	95,961	131,786	135,740	174,765	180,008	222,490	229,165	275,380	283,641	292,150	300,915	309,942	
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																							
SUMMARY		PV	-	-	-	-	19,103	19,676	40,532	41,748	64,501	66,436	91,239	93,976	120,994	124,624	154,035	158,656	190,652	196,372	202,263	208,331	214,581
City of Big Spring	873,908	-	-	-	-	8,489	8,744	18,013	18,553	28,665	29,525	40,547	41,764	53,771	55,384	68,455	70,508	84,728	87,269	89,887	92,584	95,362	
Howard County	388,373	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Big Spring ISD	1,937,747	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Howard College	557,726	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
EDC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total	3,757,754	-	-	-	-	82,141	84,605	174,287	179,515	277,351	285,671	392,322	404,092	520,268	535,876	662,343	682,213	819,793	844,386	869,718	895,810	922,684	

Financial Feasibility Analysis - TIRZ Revenue Generated

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

TAXABLE BASE YEAR GROWTH
DISCOUNT RATE

3.00%

6.00%

[illegible]

Financial Feasibility Analysis - All Revenue Generated

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

TAXABLE BASE YEAR GROWTH
DISCOUNT RATE

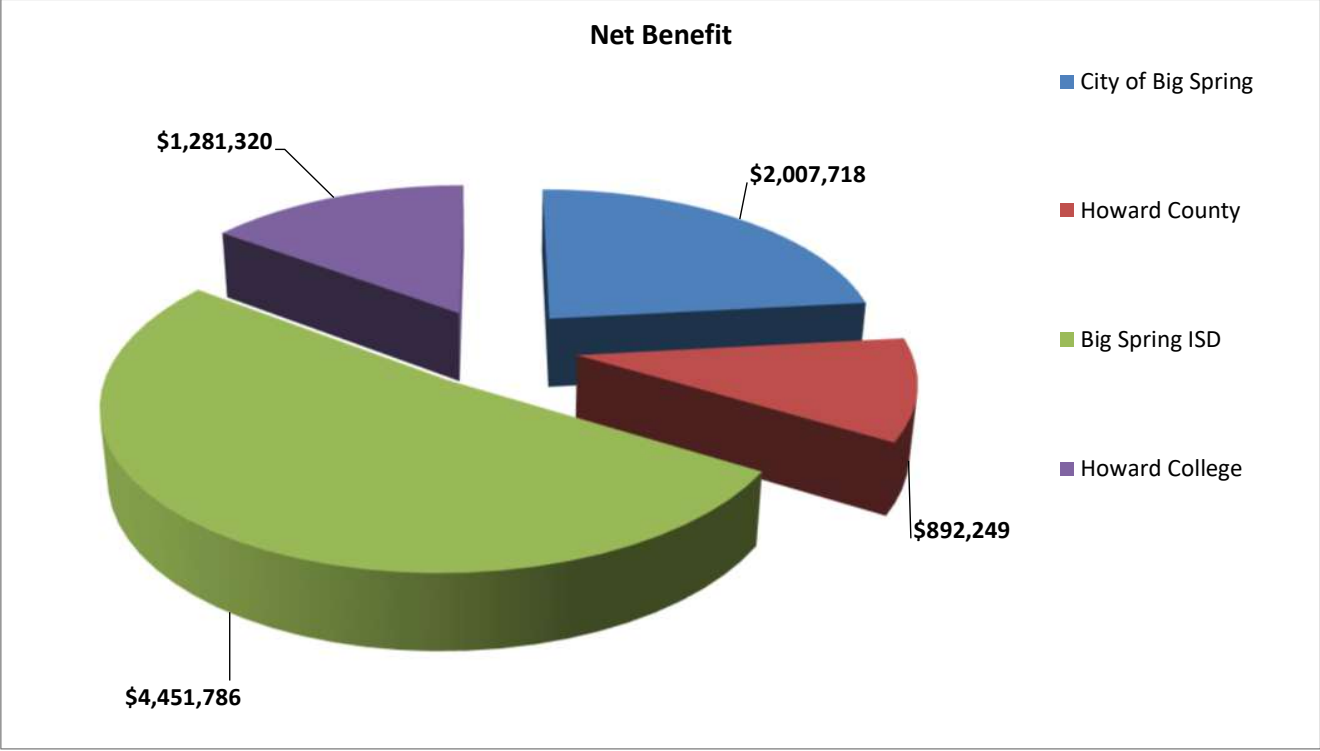
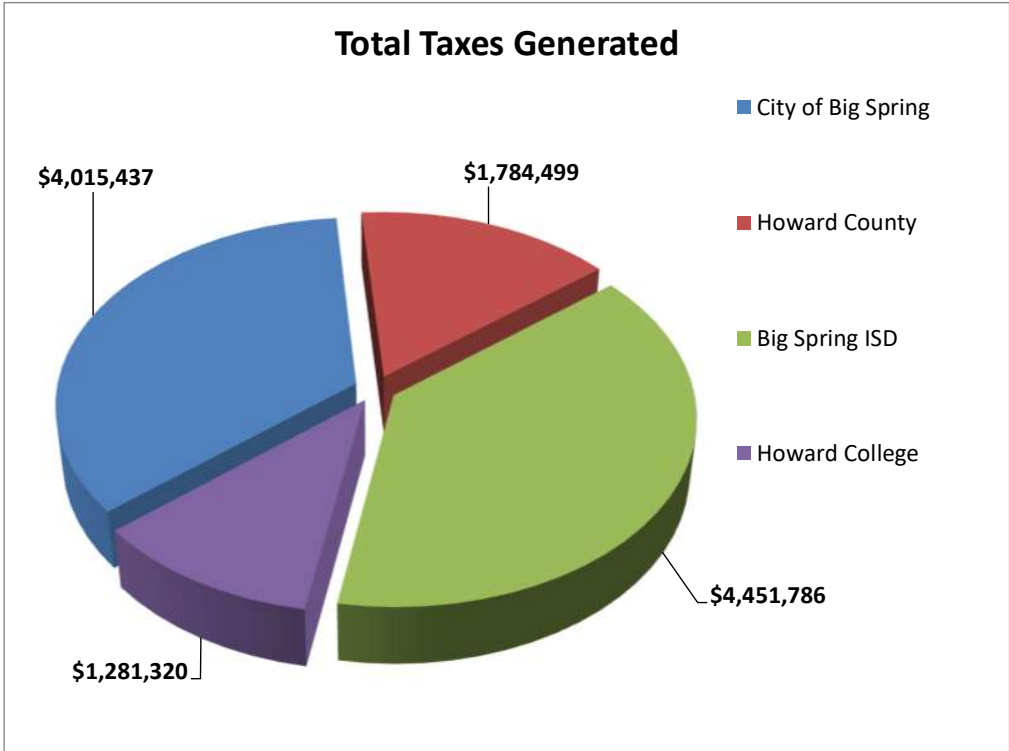
3.00%

6.00%

[illegible]

Revenue Summary

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





Length of TIRZ #3 in Years:

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

Powers and Duties of Board of Directors:

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

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

APPENDIX A - CURRENT PROPERTY OWNERSHIP

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING THE CITY CODE TO ALIGN FOOD SAFETY REGULATIONS WITH STATE LAW; ADOPTING THE TEXAS FOOD ESTABLISHMENT RULES; PROVIDING FOR PERMITS, EXEMPTIONS, AND FEES CONSISTENT WITH CHAPTERS 437 AND 437B, TEXAS HEALTH AND SAFETY CODE; LIMITING REGULATION OF MOBILE FOOD VENDORS; AUTHORIZING HEALTH INSPECTORS; PROVIDING FOR INSPECTION, ENFORCEMENT, AND PREEMPTION; PROVIDING A PENALTY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring is a Texas home-rule municipality; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Big Spring City Code
Chapter 1. General Provisions

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

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

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

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

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

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

Sec. 28-2. Designation of Health inspectors.

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

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

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

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

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

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

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

Sec. 28-19. Definitions.

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

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

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

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

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

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

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

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

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

Sec. 28-21. Permits and exemptions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Small-Scale Food Businesses;

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

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

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

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

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

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

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

Sec. 28-22. Application for permit.

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

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

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

Sec. 28-23. Permit fees.

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

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

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

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

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

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

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

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

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

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

(1) Single-event permit. The permit fee is \$50.00 and is valid for the duration of a single event not to exceed 14 consecutive days from the initial effective date specified in the permit application.

(2) Fourteen-day multiple event permit. The permit fee is \$75.00 and is valid at multiple events within a 14-day period. The permit shall be valid from the initial effective date specified in the permit application. The applicant must identify each event in the original application by name and provide the address/location of each event.

(3) Two-year multiple event permit. Multiple-event permits are issued for a two-year term and the permit fee is \$200.00.

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

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

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

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

Sec. 28-24. Pre-permit inspection.

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

Sec. 28-25. Issuance of permit.

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

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

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

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

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

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

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

Sec. 28-26. Renewal of permit.

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

Sec. 28-27. Amendment of permit.

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

Sec. 28-28. Suspension of permit.

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

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

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

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

Sec. 28-29. Revocation of permit.

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

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

Sec. 28-30. Administrative process.

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

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

Sec. 28-31. Penalty.

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

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

Sec. 28-33. Inspections and Enforcement.

Sec. 28-33. Inspections and Enforcement.

(a) General Authority.

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

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

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

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

(b) When Inspections Apply.

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

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

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

Mobile Food Vendors are regulated by the State of Texas.

Health inspectors may investigate a Mobile Food Vendor only if:

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

Health inspectors shall not:

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

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

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

(d) Limits on Authority.

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

Health inspectors shall not:

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

in any situation where state law does not allow it.

Sec. 28-34. Cottage Food Complaint Records.

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

Sec. 28-35. Safe Harbor.

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

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

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

Sec. 28-37. Preemption.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 32-1. Application.

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

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

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

Division 1. Generally

Sec. 32-109. Definitions.

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

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

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

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

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

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

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

Sec. 32-110. Penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 32-113. Preemption.

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

Division 2. License.

Sec. 32-138. Required

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

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

Sec. 32-139. Activities exempted.

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

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

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

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

Sec. 32-140. Application for licensure.

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

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

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

Sec. 32-141. Processing fee.

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

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

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

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

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

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

- (1) Any misrepresentation or false statement contained in the application for licensure;
- (2) A violation of any of the provisions of this division;
- (3) Conviction of any crime involving moral turpitude;

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

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

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

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

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

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

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

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

Sec. 32-143. Display of license required.

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

Sec. 32-144. Expiration.

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

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

SECTION 8. All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict.

SECTION 9. Should any one or more sections or clauses of this Ordinance be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 10. It is hereby officially found and determined that the meetings at which this Ordinance was adopted were open to the public and that public notice of the time, place and purpose of said meetings was given as required by law.

SECTION 11. This Ordinance is ordered to be codified.

SECTION 12. Public Copy of Ordinance.

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

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

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

SECTION 14. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

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

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

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

CITY OF
Big Spring
MEMORANDUM

Date: July 14, 2026
To: Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager
From: Mike Feeley A.A.E., Airport Director
Re: Authorization for an award of a bid from Alan Keller Co. for the Reconstruction of Runway 06/24 at McMahon-Wrinkle Airport

The City's through our consultant Woolpert advertised and received bids for the complete reconstruction of Runway 06/24 at McMahon-Wrinkle Airport subject to a grant being offered by the Texas Department of Transportation on a 95/5 cost share basis with the city share being 5% of the cost. The grant offering was estimated to be 3.2 million and our engineers' estimate was \$2,960,590 dollars. Three bids were received

Company	Bid Amount
Allen Keller Co.	\$ 2,647,555.53
RK Hall, LLC	\$ 3,967,951.00
Ragle, Inc.	\$ 5,058,313.00

Based on the bids received, staff recommend awarding this project to Allen Keller Co. whose bid was \$2,647,555.53 dollars.

June 30, 2026

Mr. Mike Feeley, A.A.E.
Airport Director
McMahon-Wrinkle Airport & Industrial Park
3200 Rickabaugh Dr.
Big Spring, TX 79720

RE: Project No. 2508BIGSP
Runway 6/24 Pavement Reconstruction and Re-marking
Bid Tabulation and Recommendation of Award

Dear Mr. Feeley:

Bid proposals for the above referenced project were opened on June 23, 2026. A total of three contractors submitted bids. All of the bids were mathematically correct. None of the bids appear unbalanced or otherwise manipulative. The bids are summarized in the following table.

Bidder	Base Bid
Engineer's Estimate	\$2,960,590.00
Allen Keller Co.	\$2,647,555.53
RK Hall, LLC.	\$3,967,951.00
Ragle, Inc.	\$5,058,313.00

All bids contained the necessary supporting documentation and are considered responsive.

All three companies are known to our firm and we consider each of them qualified to conduct the work on this project.

As the apparent lowest bidder, Allen Keller Co., has presented a responsive bid, and, as we have no other reason to consider them unqualified to complete the work, we recommend awarding the contract to Allen Keller Co.

Should you have any questions or require any additional information, please do not hesitate to contact us.

Respectfully submitted,
Woolpert, Inc.

Thomas Hart

Thomas Hart, P.E.
Senior Project Manager | Aviation
801.735.8525
tom.hart@woolpert.com

WOOLPERT INC.
7250 Dallas Parkway, Suite 400 Plano, TX 75024
800.414.1045 | www.woolpert.com

BIG SPRING MCMAHON-WRINKLE AIRPORT
 Big Spring, Texas
 TxDOT CSJ No.: 2508BIGSP

BID OPENING

 DATE: June 23, 2026
 TIME: 4:00:00 PM

Schedule I: Runway 6/24 Pavement Reconstruction and Re-Marking

	Engineer's Estimate	RK Hall, LLC	Allen Keller Company	Ragle, Inc.
Bid Proposal Form	✓	✓	✓	✓
Bid Proposal Summary	✓	✓	✓	✓
Bid Bond/Security	✓	✓	✓	✓
Contractor Information Sheet	✓	✓	✓	✓
Qualifications/Prequalifications Statement	✓	✓	✓	✓
Schedule A: Current Airport Experience/Project List).	✓	✓	✓	✓
Schedule B: Airport Experience/Project List for Past 3-years).	✓	✓	✓	✓
Schedule C: Equipment List – Available for this Project).	✓	✓	✓	✓
Schedule D: List of Key Personnel – Available for this Project).	✓	✓	✓	✓
Schedule E: Financial Responsibility Statement (Refer to General Provisions, Section 20-02)	✓	✓	✓	✓
List Of Subcontractors	✓	✓	✓	✓
Disadvantaged Business Utilization Commitment	✓	✓	✓	✓
DBE Participation Form	✓	✓	✓	✓
Build America, Buy America (BABA) Act	✓	✓	✓	✓
Certification of Compliance With FAA Buy American Preference - Construction Projects	✓	✓	✓	✓
Certification of Compliance With FAA Buy American Preference - Equipment/Building Projects	✓	N/A	N/A	N/A
Buy American Waiver Request Forms	✓	✓	✓	✓
Buy American Conformance Listing	✓	✓	✓	✓
Certification Regarding Domestic Preferences for Procurement	✓	✓	✓	✓
Certification of Offeror/Bidder Regarding Debarment	✓	✓	✓	✓
Certification of Lower Tier Contractors Regarding Debarment	✓	✓	✓	✓
Certification Regarding Lobbying	✓	✓	✓	✓
Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions	✓	✓	✓	✓
Trade Restriction Certification	✓	✓	✓	✓
Non-Collusion Affidavit	✓	✓	✓	✓
Itemized Bid Proposal / Schedule of Values	✓	✓	✓	✓
Addendum No. 1	✓	✓	✓	✓
Addendum No. 2	✓	✓	✓	✓
Schedule I	\$ 2,960,590.00	\$ 3,967,951.00	\$ 2,647,555.53	\$ 5,058,313.00
Total Cost	\$ 2,960,590.00	\$ 3,967,951.00	\$ 2,647,555.53	\$ 5,058,313.00



BIG SPRING MCMAHON-WRINKLE AIRPORT

Big Spring, Texas

TXDOT CSJ No.: 2508BIGSP

Tabulation of Bids for Schedule I: Runway 6/24 Pavement Reconstruction and Re-Marking

Item No.	Description	Unit	Estimated Quantity	Engineer's Estimate		RK Hall, LLC		Allen Keller Company		Ragle, Inc.	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$150,000.00	\$ 150,000.00	\$80,000.00	\$ 80,000.00	\$6,101.33	\$ 6,101.33	\$500,000.00	\$ 500,000.00
C-105	MOBILIZATION & AIRFIELD TRAFFIC CONTROL	LS	1	\$280,000.00	\$ 280,000.00	\$390,000.00	\$ 390,000.00	\$251,500.00	\$ 251,500.00	\$500,000.00	\$ 500,000.00
TX-110	EXCAVATION	CY	1,210	\$10.00	\$ 12,100.00	\$39.00	\$ 47,190.00	\$29.25	\$ 35,392.50	\$133.00	\$ 160,930.00
TX-132	EMBANKMENT (FINAL)	SY	4,340	\$8.00	\$ 34,720.00	\$40.00	\$ 173,600.00	\$7.77	\$ 33,721.80	\$60.00	\$ 260,400.00
TX-164	BROADCAST SEEDING (PERM)	SY	4,340	\$2.50	\$ 10,850.00	\$1.65	\$ 7,161.00	\$5.65	\$ 24,521.00	\$2.50	\$ 10,850.00
TX-251	BASE COURSE SPOT REPAIR (TYPE A, GRADE 1-2) (FLEXIBLE QUANTITY)	CY	1,000	\$100.00	\$ 100,000.00	\$87.00	\$ 87,000.00	\$77.44	\$ 77,440.00	\$150.00	\$ 150,000.00
TX-275a	CEMENT (FDR)	TON	500	\$400.00	\$ 200,000.00	\$250.00	\$ 125,000.00	\$321.81	\$ 160,905.00	\$367.50	\$ 183,750.00
TX-275b	FDR MILLING & MIXING - RUNWAY	SY	36,000	\$5.00	\$ 180,000.00	\$26.00	\$ 936,000.00	\$3.66	\$ 131,760.00	\$4.50	\$ 162,000.00
TX-275c	REMOVAL/SHOULDERING/WASTE OF EXCESS FDR MATERIAL	CY	4,400	\$15.00	\$ 66,000.00	\$20.00	\$ 88,000.00	\$2.71	\$ 11,924.00	\$29.00	\$ 127,600.00
TX-300	TACK COAT (0.10 GAL/SY)	GAL	4,200	\$6.00	\$ 25,200.00	\$6.00	\$ 25,200.00	\$5.99	\$ 25,158.00	\$7.60	\$ 31,920.00
TX-310	PRIME COAT (0.10-12 GAL/SY)(AE-P)	GAL	3,960	\$5.00	\$ 19,800.00	\$20.00	\$ 79,200.00	\$7.46	\$ 29,541.60	\$7.80	\$ 30,888.00
TX-341	DENSE-GRADED HOT-MIX ASPHALT (TYPE D)(PG 64-22)	TON	8,900	\$200.00	\$ 1,780,000.00	\$190.00	\$ 1,691,000.00	\$191.44	\$ 1,703,816.00	\$264.00	\$ 2,349,600.00
TX-354	PLANING AND TEXTURING ASPHALT CONCRETE PAVEMENT	SY	4,230	\$4.00	\$ 16,920.00	\$20.00	\$ 84,600.00	\$2.59	\$ 10,955.70	\$12.50	\$ 52,875.00
TX-506	EROSION CONTROL	LS	1	\$40,000.00	\$ 40,000.00	\$112,000.00	\$ 112,000.00	\$108,818.60	\$ 108,818.60	\$500,000.00	\$ 500,000.00
P-620	REFLECTORIZED PAVEMENT MARKING (YELLOW, WHITE)	SF	30,000	\$1.50	\$ 45,000.00	\$1.40	\$ 42,000.00	\$1.20	\$ 36,000.00	\$1.25	\$ 37,500.00
TOTAL SCHEDULE I					\$ 2,960,590.00		\$ 3,967,951.00		\$ 2,647,555.53		\$ 5,058,313.00

CITY OF
Big Spring
MEMORANDUM

Date: July 14, 2026

To: Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager

From: Mike Feeley A.A.E., Airport Director

Re: Authorization for an award of a bid from Bullseye Equipment and Supply for the Acquisition of Two Runway Closure Markings Required by the FAA for Closing Runways and at McMahon-Wrinkle Airport

The City's received three quotes for the acquisition of two runway closure markings required by the FAA for closing runways and at McMahon-Wrinkle Airport.

Company	Bid Amount
Bullseye	\$ 48,020.14
OTWSafety	\$ 51,196.50
Hali-Brite	\$ 53,275.16

Based on the quotes received, staff recommend awarding this project to Bullseye Equipment and Supply whose quote was \$48,020.14 dollars.

Bullzeye Equipment and Supply

PO Box 484
Moncks Comer, SC 29461-0484
US
sales@bullzeyeequipment.com

Estimate

ADDRESS
My Big Spring

SHIP TO
My Big Spring
3200 Rickabaugh Dr
Big Spring, TX 79720

ESTIMATE 3371
DATE 06/11/2026

	DESCRIPTION	QTY	RATE	AMOUNT
Services	Hali-Brite RCM-D- L-8593(L) LED Runway Closure Marker, AFF & TP312 Certified, 2yr/2000hr warranty, 4year on lamps, 5m Setup, 120V/240V Outlets 6KW, HS 8530.90.0 000	2	21,555.49	43,110.98T
Services	OPTION: RCM Rear Hitch Option: Includes welded and power coated rear mount, Hardware and 2" ball for tandem towing (HS 8716.90.0 000USA)	2	454.58	909.16T
Shipping	Shipping Includes booking, loading, insurance, unloading by others (forklift with extensions required). This product is manufactured in Brainerd, MN 56401 USA.	1	4,000.00	4,000.00T
Balance due in full Prior to Shipping				

Certifications: AC/DWBE/WBE -AL, FL, GA, KY, MS, NC, OH, SC, TN, VA WOSB - SBA

SUBTOTAL 48,020.14

TAX 0.00

TOTAL **\$48,020.14**

Accepted By

Accepted Date

Remit to:
Bullzeye Equipment & Supply
P.O. Box 484
Moncks Corner, SC 29461-0484
Page 1 of 1

07-14-2026 Agenda

2 RCM Lighted X's | Big Spring | Big Spring, TX 79720

Quote created: June 30, 2026 Reference: 20260630-084319465

Big Spring

310 Nolan Street
Big Spring, Texas 79720
United States

Jennifer Cloud

jcloud@mybigspring.com
432-213-7669

Comments

- a. All items have a 3-4 week lead time upon ordering.
- b. Freight rates will need to be updated 5 days after initial quote.

Bryan Peterson - "Account Manager" OTW Safety



Products & Services

Item & Description	Item SKU	Unit Price	Unit Discount	Quantity and total
RUNWAY CLOSURE MARKER - LIGHTED Diesel runway closure marker on towable trailer NOTE: Shipping not included	RCM-D	\$23,690.00		2 x \$23,690.00

Item & Description	Item SKU	Unit Price	Unit Discount	Quantity and total
RCM TOW HITCH RCM rear tow hitch option (for tandem towing)	RCM-D-HITCH	\$566.50		2 x \$566.50
RCM BATTERY BACKUP Runway closure marker battery backup	RCM-D-BAT	\$2,164.00		2 x \$2,164.00
FREIGHT - HALIBRITE FTL Full truck load : Shipping Lighted Xs Dest: 79720 *Includes Limited Access *Lead time 3-4 weeks (all lighted Xs made to order)	FRT-HB-FTL	\$3,250.00		1 x \$3,250.00

One-time subtotal \$56,091.00

Total \$56,091.00

This quote expires on August 7, 2026



Hali-Brite Inc.
1119 Madison Street
Brainerd, MN 56401

Phone: 218-454-0956
 Fax: 218-454-0972
 Email: Sales@Halibrite.com

Quotation

Quote Number:
m42566

Quote Date:
Jun 9, 2026

Expiration Date:
7/9/26

Quoted to:

Ship To: Jennifer; 432-213-7669
 jcloud@mybigspring.com
 Big Spring National Airport
 Big Spring, TX 79720

Phone
 Email:

Customer ID	Ship Via	Payment Terms	Sales Rep
QUOTE	HB/ Best Way	Prepaid	Tim Sowers

Quantity	Item	Description	Unit Price	Extension
2.00	RCM-Diesel	Hali-Brite® RCM-D L-893(L) LED Runway Closure Marker, FAA & TP312 Certified, 2yr/2000hr warranty, 4year on lamps, 5m Setup, 120V/240V Outlets.6KW, HS 8530.90.0000	24,569.36	49,138.72
2.00	RCM NOTE-1 RCM-ADAPTERCORD	Please note all items listed below are options. RCM adapter cord for shore power 2' cord adapts lighted "x" plug in, so it can be plugged directly into any standard 120v, 15 or 20amp power (HS 8716.90.0000 USA	123.60	247.20
2.00	<u>RCM-Battery Backup-</u>	RCM add on: 24Hr battery backup. X automatically switches to battery backup when gen. power is lost or turned off. Incl 2 premium batteries HS 8530.90.0000	2,181.57	4,363.14
2.00	RCM-Cover	OPTION: RCM heavy duty, custom fitted cover (HS 8716.90.0000 USA)	524.91	1,049.82
2.00	RCM-OILVALVE Mitsui	OPTION: Oil Drain Valve Kit for easier oil change service (HS 4009.41.0000 USA)	184.47	368.94
2.00	<u>RCM-Rear Hitch</u>	OPTION: RCM Rear Hitch Option for tandem towing (HS 8716.90.0000 USA)	568.22	1,136.44
2.00	RCM-SK171	OPTION: Extended Service kit, 2,000 hour. Includes: 4- AIR FILTERS, 8 - OIL FILTERS, 8 - FUEL FILTERS, AND 1 - BELT (HS 8421.23.0000 USA)	907.21	1,814.42
1.00	Shipping RCMS	SHIPPING includes booking, loading, insurance. unloading by others (forklift with extensions required)	3,000.00	3,000.00
	MADE	This product is manufactured in Brainerd, MN		

PLEASE NOTE: SALES TAX EXEMPT CERTIFICATE OR RESALE CERTIFICATE REQUIRED FOR STATE ITEM(S) BEING SHIPPED TO, OR SALES TAX MAY APPLY

Note: Credit Card payments will be subject to a 3.5% surcharge

sales@halibrite.com | www.halibrite.com

Subtotal	Continued
Sales Tax	Continued
Freight	
Total	Continued



Hali-Brite Inc.
1119 Madison Street
Brainerd, MN 56401

Phone: 218-454-0956
 Fax: 218-454-0972
 Email: Sales@Halibrite.com

Quotation

Quote Number:
 m42566

Quote Date:
 Jun 9, 2026

Expiration Date:
 7/9/26

Quoted to:

Ship To: Jennifer; 432-213-7669
 jcloud@mybigspring.com
 Big Spring National Airport
 Big Spring, TX 79720

Phone
 Email:

Customer ID	Ship Via	Payment Terms	Sales Rep
QUOTE	HB/ Best Way	Prepaid	Tim Sowers

Quantity	Item	Description	Unit Price	Extension
1.00	NOTE NOTE ST1 NOTE11 Credit Card Fee	56401 USA. Please note, this item is requires a 50% down payment. Production lead time of 4 weeks from date of down payment. Remainder 50% due prior to shipping. Hali Brite will charge sales tax on this order unless exempt form is received Balance due in full Prior to shipping. Credit card 3% processing fee	5,042.29	5,042.29

**PLEASE NOTE: SALES TAX EXEMPT CERTIFICATE OR
 RESALE CERTIFICATE REQUIRED FOR STATE ITEM(S) ,
 BEING SHIPPED TO, OR SALES TAX MAY APPLY**

Note: Credit Card payments will be subject to a 3.5% surcharge

sales@halibrite.com | www.halibrite.com

Subtotal	66,160.97
Sales Tax	
Freight	
Total	66,160.97



MEMORANDUM

TO: Mayor Robert H. Moore III and Members of the City Council

CC: Todd Darden, City Manager

FROM: Albert Belez, Purchasing Agent

DATE: July 10, 2026

SUBJECT: Approval to Purchase Two (2) Heavy-Duty Mobile Column Lifts

RECOMMENDED ACTION

Approve the purchase of two (2) Stertil-Koni Heavy-Duty Mobile Column Lifts from Reeder Distributors, Inc. in the amount of **\$29,787.13**.

BACKGROUND

The Service Center Department is requesting the replacement of an existing 15,000-pound vehicle lift (Model R-15RT, American Lift Co.) that has been determined to be unsafe for continued operation.

The existing lift no longer raises vehicles evenly. During operation, the lift initially raises the vehicle approximately one foot before one side begins lifting ahead of the other, causing the vehicle to become unevenly supported. This creates a significant safety hazard for employees and increases the risk of vehicle instability or equipment failure while maintenance is being performed. Due to these safety concerns, the lift has been removed from service.

Staff recommends replacing the existing lift with two Stertil-Koni Heavy-Duty Mobile Column Lifts. Unlike a fixed lift, the mobile column system provides increased flexibility by allowing the lifts to be moved between service bays as needed while improving safety and maintenance efficiency.

OPERATIONAL BENEFITS

The proposed mobile column lifts provide several operational advantages:

- Portable design allows lifts to be used in multiple service bays.
- Improves shop efficiency and maximizes available workspace.
- Allows technicians to safely lift the front or rear of heavy vehicles using the initial two-column configuration.
- Provides a scalable system that can be expanded by purchasing two additional columns in the next fiscal year.
- Once expanded to a four-column system, the lifts will safely accommodate the City's largest fleet vehicles, including refuse trucks, dump trucks, and other heavy-duty equipment.

PROCUREMENT

Three vendors submitted quotations for the mobile column lift purchase.

Vendor	Total Bid
Pro Quip Solutions	\$24,900.00
Reeder Distributors, Inc.	\$29,787.13
ARI-HETRA	\$30,458.12

Although Pro Quip Solutions submitted the lowest price, its proposed equipment did not meet the City's required specifications. Likewise, the proposal submitted by ARI-HETRA did not fully satisfy the required specifications. Reeder Distributors submitted the lowest responsive quotation meeting all required specifications and is therefore recommended for award.

FINANCIAL IMPACT

Purchase Amount: \$29,787.13

Funding Source: Service Center Fund – Account 505/810

Budgeted Amount: \$30,000

The proposed purchase is within the approved budget and will replace equipment that has been removed from service due to safety concerns. The purchase does not obligate the City to expend funds beyond the current fiscal year.

STAFF RECOMMENDATION

Staff recommends approval of the purchase of two Stertil-Koni Heavy-Duty Mobile Column Lifts from Reeder Distributors, Inc. The replacement equipment will significantly improve employee safety, enhance maintenance operations, and provide a long-term solution that can be expanded in future years to meet the needs of the City's heavy-duty fleet.

MOBILE COLUMN LIFT/ VECTOR FLEET BID TABULATION DATE: 6/16/2026				
VENDOR	QTY	AMOUNT	FREIGHT	TOTAL
REEDER DISTRUTORS, INC	2	\$ 13,932.03	\$ 1,923.08	\$ 29,787.14
ARI HETRA	2	\$ 15,229.06	Included	\$ 30,458.12
PRO QUIP SOLUTIONS	2	\$ 11,450.00	\$ 2,000.00	\$ 24,900.00

steril[®] Koni



MOBILE COLUMN LIFT

ST 1085 - ST 1100

Capacity 18,500 lbs.
or 22,000 lbs.



ebright
SMART CONTROL SYSTEM

STERIL
SUPERIOR SOLUTIONS BY
QUALITY PEOPLE

Technical specifications

Lifting capacity:	18,500 lbs. or 22,000 lbs.
Lift system:	hydraulic lifting system with microprocessor-controlled synchronization
Lifting height:	maximum 73", automatic stop at the highest position
Lifting time:	94 seconds
Motor rating:	3 hp / 4 hp per column (Superior / Wireless)
Weight:	1,350 lbs per column (Wireless)
Column lift height:	97"

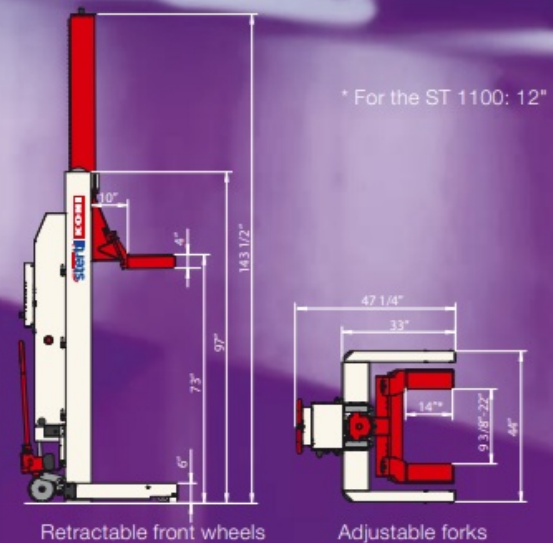
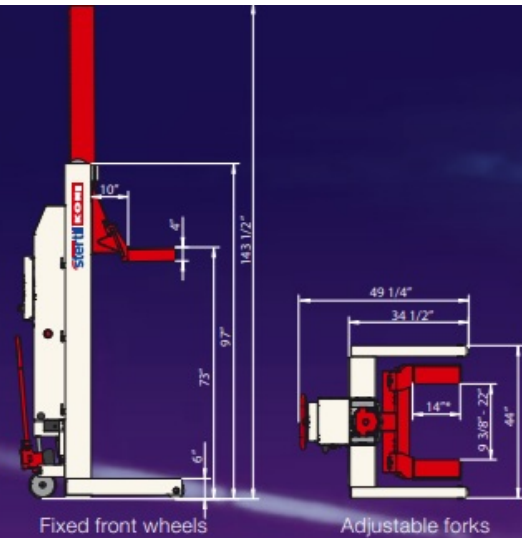
Highest safety requirements

- ANSI/ALI-ALCTV certified (USA), CSA certified (Canada), CE certified (Europe)
- Independent mechanical locking system engages at 5" above finished floor. Locking pawl engaged by gravity. The locking system is always active, even when the column is turned off
- Locking profile with locking increments of just 1 3/8"
- Synchronization between the mobile lifting columns starts at a height difference of 9/16"
- Automatic overload protection
- Low voltage control panel
- Each column is equipped with dead man's switches
- Each individual mobile lifting column is tested prior to leaving the factory
- Splash-proof electrical system (NEMA4).

Accessories & options

Stertil-Koni offers an extensive package of accessories & options tailored to fit your specific needs.

* Technical specifications are available at: www.stertil-koni.com



More information?

For more information about the ST 1085, ST 1100, or any of Stertil-Koni's other top products, please do not hesitate to contact us. We will be pleased to assist you.



Memorandum

Date: July 14, 2026

From: Sandy Smith, Finance Director

To: Mayor and City Council

Re: Resolution Regarding Howard Central Appraisal District Fiscal Year 2026 Budget

HCAD has submitted its Fiscal Year 2026 operating budget for consideration by the participating taxing entities. The HCAD Board of Directors approved the proposed budget at its June 10, 2026 meeting.

The Appraisal District budget determines the allocation of operational costs among participating taxing entities, including the City of Big Spring. Any changes to the adopted budget may affect the City's annual appraisal district assessment. The specific fiscal impact to the City is reflected in the budget information provided by HCAD in Exhibit A to the resolution.

The attached resolution provides the formal mechanism for the City Council to indicate its approval or disapproval of the proposed HCAD Fiscal Year 2026 Budget. The resolution also directs the City Secretary to transmit the Council's action to the Secretary of the HCAD Board of Directors.

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

Staff recommends approval of the the resolution and indicate the City's approval of the Howard Central Appraisal District Fiscal Year 2026 Budget as presented.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY CONCIL OF THE CITY OF BIG SPRING, TEXAS PROVIDING FOR THE CITY'S APPROVAL OR DISAPPROVAL OF THE HOWARD CENTRAL APPRAISAL DISTRICT'S FISCAL YEAR 2026 BUDGET; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Big Spring is a taxing unit participating in the Howard Central Appraisal District ("HCAD") and is entitled to vote on the appointment of HCAD's board members; and

WHEREAS, the Howard Central Appraisal District ("HCAD") has submitted its fiscal year 2026 budget to the Mayor for consideration by City Council; and

WHEREAS, at their meeting on June 10, 2026, the HCAD Board of Directors voted to approve HCAD's budget for fiscal year 2026, the minutes from that meeting pending approval at a subsequent meeting; and

WHEREAS, if a majority of taxing units entitled to vote on the appointment of board members disapprove of HCAD's budget by resolution within 30 days of its adoption, HCAD must adopt a new budget within 30 days of the disapproval under Section 6.06(b), Texas Tax Code; and

WHEREAS, the City Council finds it to be in the public interest to either approve or disapprove of said proposed budget as indicated below;

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

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

SECTION 2. The City Council of Big Spring hereby _____ (APPROVES OR DISAPPROVES) the Howard Central Appraisal District's proposed fiscal year 2026 budget, as set forth in Exhibit A.

SECTION 3. The City Secretary is directed to promptly file a copy of this official resolution with the secretary of the Board of Directors of the Howard Central Appraisal District.

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

PASSED AND APPROVED on 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 the passage of same.

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

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

2027 PROPOSED ALLOCATION OF COST - HOWARD CENTRAL APPRAISAL DISTRICT

Tax Unit	2025 Levy	% of Total	Total Allocation-2026	Proposed Allocation-2027
Howard County	\$ 26,079,072	0.2152494	\$ 263,274	\$ 278,071
Howard College	\$ 18,709,856	0.1544259	\$ 188,880	\$ 199,496
Big Spring City	\$ 9,592,814	0.0791764	\$ 96,841	\$ 102,285
Coahoma City	\$ 279,424	0.0023063	\$ 2,821	\$ 2,979
Forsan City	\$ 28,694	0.0002368	\$ 290	\$ 306
Big Spring ISD	\$ 28,422,674	0.2345928	\$ 286,933	\$ 303,060
Coahoma ISD	\$ 15,494,671	0.1278887	\$ 156,422	\$ 165,214
Forsan ISD	\$ 6,102,458	0.050368	\$ 61,606	\$ 65,068
Permian UWD	\$ 127,313	0.0010508	\$ 1,285	\$ 1,357
Sands ISD	\$ 10,999,570	0.0907874	\$ 111,043	\$ 117,284
Borden County ISD	\$ 1,124,405	0.0092805	\$ 11,351	\$ 11,989
Stanton ISD	\$ 4,196,542	0.0346371	\$ 42,365	\$ 44,746
Total Levy/Total Budget	\$ 121,157,493	1	\$ 1,223,111	\$ 1,291,856



HOWARD CENTRAL APPRAISAL DISTRICT

2027

PROPOSED BUDGET

5-13-2026

	2024	2025	2026	2027	
	Budget	Budget	Budget	Budget	
Income					
Tax Units	\$ 1,145,923	\$ 1,181,081	\$ 1,223,110	\$ 1,291,856	
Misc. Inc					
Board Authorized Fund Balance Retention		\$ 38,662	\$ 79,310		
Total	\$ 1,145,923	\$ 1,181,081	\$ 1,223,110	\$ 1,291,856	
Aerial Photography	\$ 59,000	\$ 59,000	\$ 59,000	\$ 59,000	
Appraisal Review Board	\$ 10,000	\$ 10,000	\$ 6,000	\$ 6,000	
Audit	\$ 6,500	\$ 7,000	\$ 7,000	\$ 7,000	
Board of Directors Expense	\$ 6,000	\$ 6,000	\$ 3,000	\$ 3,000	
Books and Subscriptions	\$ 4,000	\$ 7,000	\$ 4,000	\$ 7,500	
Building Rent	\$ 19,200	\$ 19,200	\$ 19,200	\$ 19,200	
BIS / Quarterly Services	\$ 73,000	\$ 95,000	\$ 105,000	\$ 99,000	
Harris Govern	\$ 52,000	\$ 57,000	\$ 110,000	\$ 71,200	
Contract Appraisal Services TYP	\$ 205,000	\$ 263,662	\$ 247,000	\$ 250,000	
TMI Map Tracker			\$ -	\$ 6,500	
Esri				\$ 1,380	
Custodial Service	\$ 3,900	\$ 3,900	\$ 3,900	\$ 3,900	
Deed Information	\$ 13,500	\$ 13,500	\$ 1,500	\$ 1,500	
Dues and Licenses	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	
Education/Travel	\$ 18,000	\$ 10,000	\$ 10,000	\$ 10,000	
TML Insurance	\$ 6,000	\$ 10,000	\$ 10,000	\$ 11,850	
Legal Fees	\$ 10,000	\$ 10,000	\$ 10,000	\$ 12,000	
Legal Notices and Ads	\$ 3,200	\$ 4,000	\$ 5,000	\$ 5,000	
Market Analysis				\$ 1,500	
Public Relations	\$ 5,000	\$ 5,000	\$ -	\$ -	
Postage-Mailing Costs	\$ 52,000	\$ 37,000	\$ 20,000	\$ 50,000	
Supplies-Copier and Supplies	\$ 24,000	\$ 24,000	\$ 20,000	\$ 20,000	
Vehicle Expense	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000	
New Vehicle Savings	\$ 14,000	\$ 14,000	\$ -	\$ -	
Telephone/Internet/Verizon	\$ 6,000	\$ 6,000	\$ 6,000	\$ 7,600	
Other Operation Costs	\$ 10,000	\$ 5,000	\$ 3,000	\$ 3,000	
Capital Expenditures				\$ -	
Board Restricted Legal-Software Sinking Fund				\$ -	
Personnel					
Salaries	\$ 390,359	\$ 402,070	\$ 414,132	\$ 454,111	
Medicare	\$ 5,660	\$ 5,830	\$ 6,005	\$ 6,585	
Retirement	\$ 37,084	\$ 35,181	\$ 36,413	\$ 33,286	
Health Insurance	\$ 92,320	\$ 95,200	\$ 101,760	\$ 133,744	
Workmans Comp/Unemployment	\$ 7,200	\$ 7,200	\$ 7,200	\$ -	
Total	\$ 1,145,923	\$ 1,219,743	\$ 1,223,110	\$ 1,291,856	
Position	Salaries	Retirement	Medicare	Health Ins.	
Chief Appraiser	\$ 110,000	\$ 8,063	\$ 1,595	\$ 16,718	
Deputy Chief Appraiser	\$ 75,000	\$ 5,498	\$ 1,088	\$ 16,718	
Senior Appraiser	\$ 50,123	\$ 3,674	\$ 727	\$ 16,718	
Appraiser	\$ 48,987	\$ 3,591	\$ 710	\$ 16,718	
Administrative Assistant	\$ 46,104	\$ 3,379	\$ 669	\$ 16,718	
Deed Clerk	\$ 43,200	\$ 3,167	\$ 626	\$ 16,718	
ARB Coordinator	\$ 41,889	\$ 3,070	\$ 607	\$ 16,718	
Receptionist	\$ 38,809	\$ 2,845	\$ 563	\$ 16,718	
Total	\$ 454,111	\$ 33,286	\$ 6,585	\$ 133,744	
Grand Total				\$ 627,726	

	Annual 2026	X5%	Annual 2027	
Chief Appraiser	\$ 90,708.80	\$ 4,535.44	\$ 110,000.00	
Deputy Chief	\$ 67,202.00	\$ 2,016.06	\$ 75,000.00	
Senior Appraiser	\$ 47,736.00	\$ 2,386.80	\$ 50,122.80	
Appraiser	\$ 46,654.40	\$ 2,332.72	\$ 48,987.12	
Admin. Assistant	\$ 43,908.80	\$ 2,195.44	\$ 46,104.24	
Deed Clerk	\$ 41,142.40	\$ 2,057.12	\$ 43,199.52	
ARB Coordinator	\$ 39,894.40	\$ 1,994.72	\$ 41,889.12	
Receptionist	\$ 36,961.00	\$ 1,848.05	\$ 38,809.05	
	\$ 414,207.80	\$ 19,366.35	\$ 454,111.85	
Position	Salaries	Retirement	Medicare	Health Ins.
Chief Appraiser	\$ 110,000.00	\$ 8,063	\$ 1,595	\$ 16,718
Deputy Chief Appraiser	\$ 75,000.00	\$ 5,498	\$ 1,088	\$ 16,718
Senior Appraiser	\$ 50,122.80	\$ 3,674	\$ 727	\$ 16,718
Appraiser	\$ 48,987.12	\$ 3,591	\$ 710	\$ 16,718
Administrative Assistant	\$ 46,104.24	\$ 3,379	\$ 669	\$ 16,718
Deed Clerk	\$ 43,199.52	\$ 3,167	\$ 626	\$ 16,718
ARB Coordinator	\$ 41,889.12	\$ 3,070	\$ 607	\$ 16,718
Receptionist	\$ 38,809.05	\$ 2,845	\$ 563	\$ 16,718
	\$ 454,111.85	\$ 33,286	\$ 6,585	\$ 133,744
				\$ 627,727

INCOME EXPLANATIONS

		2024		2025		2026		2027
Tax Unit Payments	\$	1,145,923	\$	1,181,081	\$	1,223,110	\$	1,291,856
		2024		2025		2026		2027
Miscellaneous Income	\$	1,500	\$	11,790				

Miscellaneous Income is derived from Interest from Checking and Savings and a \$250,000 CD

This interest is now dedicated to be used for new vehicle funding instead of building additional money into the budget each year.

		2024		2025		2026		2027
Board Authorized Surplus Retention	\$	325,825	\$	38,662	\$	79,310		

EXPENSE EXPLANATIONS

		2024		2025		2026		2027
Aerial Photography	\$	59,000	\$	59,000	\$	59,000	\$	59,000

The district contracts with EagleView, an oblique photography provider who flies the county every two years to provide updated aerial photography to assist appraisers in finding improvements that need to be added to the appraisal roll.

		2024		2025		2026		2027
Appraisal Review Board	\$	10,000	\$	10,000	\$	6,000	\$	6,000

The appraisal review board is a group of citizens who hear protests of property owners. They are appointed by the District Judge for two year terms and are paid \$125 per day of service. In addition, they are required by state law to attend training sessions for which they are paid per diem and travel costs.

		2024		2025		2026		2027
Audit	\$	6,500	\$	7,000	\$	7,000	\$	7,000

The District funds are required to be audited annually by state law. The audit must be completed within 150 days of the end of the fiscal year. Copies of the audit are distributed to the tax units which pay the cost of the District operations.

		2024		2025		2026		2027
Board of Directors Expense	\$	6,000	\$	6,000	\$	3,000	\$	3,000

This account pays for the board of directors to attend conferences, along with travel and hotel for these conferences.

		2024		2025		2026		2027
Books and Subscriptions	\$	4,000	\$	7,000	\$	4,000	\$	7,500

This pays for subscription to Quickbooks and other miscellaneous publications.

The district purchases cost manuals and textbooks from several sources and updates that information annually.

		2024		2025		2026		2027
Building Rental	\$	19,200	\$	19,200	\$	19,200	\$	19,200

The district rents space from Howard County

		2024		2025		2026		2027
BIS						\$		99,000

This account is now a combination of computer maintenance, equipment, website hosting, backups, and mapping.

The District contracts with BIS to maintain the computer equipment and internal network including website maintenance and mapping.

This line is for quarterly services to BIS.

		2024		2025		2026		2027
Harris Govern	\$	52,000	\$	57,000	\$	110,000	\$	71,200

The appraisal district uses Harris Govern for its computer assisted mass appraisal software. This cost includes mobile software and updates required by law and support.

		2024		2025		2026		2027
Contract Appraisal Services TYP	\$	205,000	\$	263,662	\$	247,000	\$	250,000

Thomas Y Pickett appraises mineral, utility, industrial and other complex appraisals such as the refinery. Their fee is based on the number of accounts which account for the increased fee year over year.

		2024		2025		2026		2027
TMI Map Tracker				\$		-	\$	6,500

Software application for MAP Review questions, document storage and organization, reminders and law updates.

		2024		2025		2026		2027
Esri						\$		1,380

This is part of our CAMA mapping system. It was previously combined in another line of the budget when we paid it through BIS. Now it is billed separately.

		2024		2025		2026		2027
Custodial Services	\$	3,900	\$	3,900	\$	3,900	\$	3,900

The district hires outside companies or individuals to clean the office.

		2024		2025		2026		2027
Deed Information	\$	13,500	\$	13,500	\$	1,500	\$	1,500

Deed take-off information is provided weekly to the Deed's Clerk electronically by the County Clerk's Office.

		2024		2025		2026		2027
Dues and Licenses	\$	3,000	\$	3,000	\$	3,000	\$	3,000

The district is a member of the Texas Association of Appraisal Districts which gives employees a reduced rate on education as well as other member services such as representation and information on legislation impacting appraisal districts. This account also pays for license costs for employees required to register with the Texas Department of Licensing and regulation.

		2024		2025		2026		2027
Education and Travel	\$	18,000	\$	10,000	\$	10,000	\$	10,000

This account covers the cost of tuition, travel, and per diem costs for employees to attend required schools to maintain their license. Covers the cost to attend conferences.

		2024		2025		2026		2027
Insurance	\$	6,000	\$	10,000	\$	10,000	\$	11,850

This if for all other insurance other than employee health, dental and life insurance benefits.

		2024		2025		2026		2027
Legal Fees	\$	10,000	\$	10,000	\$	10,000	\$	12,000

This account pays for litigation costs.

		2024		2025		2026		2027
Legal Notices and Advertisements	\$	3,200	\$	4,000	\$	5,000	\$	5,000

Legal notices the District is required to publish and employment ads on Indeed.

	2024	2025	2026	2027
Market Analysis			\$	1,500

Payment for third party market analysis for ratio studies for PVS

	2024	2025	2026	2027
Salaries	\$ 390,359	\$ 402,070	\$ 414,132	\$ 454,111

This is salaries for an office of 8 full time employees and are reflective of the professional requirements of licensed appraisers and managers.

	2024	2025	2026	2027
Medicare	5,660.00	5,830.00	6,005.00	6,585.00

This account funds the appraisal district part of Medicare tax.

	2024	2025	2026	2027
Retirement	\$ 22,027	\$ 35,181	\$ 36,413	\$ 33,286

The District is a member of the Texas County and District Retirement System which contributes on behalf of the employee. 7% is withheld from salaries and matched by the District (175%). TCDRS is one of four state retirement systems and is a Defined Contribution Plan.

	2024	2025	2026	2027
Health Insurance	\$ 92,320	\$ 95,200	\$ 101,760	\$ 133,744

This account funds a health care program for employees.

This is a quote of actual cost of plan that renews July 1, 2026.

	2024	2025	2026	2027
Workman's Comp/Unemployment	\$ 7,200	\$ 7,200	\$ 7,200	-

This was previously budgeted for short-term and long-term disability insurance. The district no longer pays for this.

	2024	2025	2026	2027
Postage-Mailing Costs	\$ 52,000	\$ 37,000	\$ 20,000	\$ 50,000

This number has been increased due to overages in postage in 2025 and prior cut in 2026 budget under 2025 budget. This covers postage costs for the mailing of notices and other required mailings. Most increases are due to the increase in mineral accounts. The number provided includes mailing estimates for TYP and our in house accounts. The district uses Variverge for all bulk mailings and Pitney-Bowes for all in house mailings.

	2024	2025	2026	2027
Supplies-Copier and Supplies	\$ 24,000	\$ 24,000	\$ 20,000	\$ 20,000

This account pays for copies, copy supplies, and printing paper, pens, clips, and other office supplies.

Covers cost of lease of copiers and printers.

	2024	2025	2026	2027
Vehicle Expense	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000

This account pays for fuel, oil changes, tires and any other maintenance on the trucks.

	2024	2025	2026	2027
Telephone/Internet/Verizon	\$ 6,000	\$ 6,000	\$ 6,000	\$ 7,600

This covers office phone system, internet service and cellular data/wifi service for four ipads for field appraisal.

	2024	2025	2026	2027
Other Operation Costs	\$ 10,000	\$ 5,000	\$ 3,000	\$ 3,000

Other Operation. This account is used on items difficult to categorize.

Board Restricted Software Sinking Fund	2024	2025	2026	2027
	\$ 325,825		\$	-

Funds retained from prior year in order to purchase computer software.

2027 PROPOSED ALLOCATION OF COST - HOWARD CENTRAL APPRAISAL DISTRICT

Tax Unit	2025 Levy	% of Total	Total Allocation-2026	Proposed Allocation-2027
Howard County	\$ 26,079,072	0.2152494	\$ 263,274	\$ 278,071
Howard College	\$ 18,709,856	0.1544259	\$ 188,880	\$ 199,496
Big Spring City	\$ 9,592,814	0.0791764	\$ 96,841	\$ 102,285
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Forsan City	\$ 28,694	0.0002368	\$ 290	\$ 306
Big Spring ISD	\$ 28,422,674	0.2345928	\$ 286,933	\$ 303,060
Coahoma ISD	\$ 15,494,671	0.1278887	\$ 156,422	\$ 165,214
Forsan ISD	\$ 6,102,458	0.050368	\$ 61,606	\$ 65,068
Permian UWD	\$ 127,313	0.0010508	\$ 1,285	\$ 1,357
Sands ISD	\$ 10,999,570	0.0907874	\$ 111,043	\$ 117,284
Borden County ISD	\$ 1,124,405	0.0092805	\$ 11,351	\$ 11,989
Stanton ISD	\$ 4,196,542	0.0346371	\$ 42,365	\$ 44,746
Total Levy/Total Budget	\$ 121,157,493	1	\$ 1,223,111	\$ 1,291,856



Staff Report

To: The Honorable Mayor and City Council

From: The City Manager

Date: July 14, 2026

Subject: First Reading of a Resolution Renewing the Infill Development Incentive Program Designed to Facilitate Private Investment Toward the Construction of Single-Family Housing Within the City Limits of Big Spring and Therefore Encourage Economic Development that Benefits the Health, Safety, and Welfare of the Big Spring Community; Finding and Determining that the Meetings at Which the Resolution were Discussed were Open to the Public as Required by Law; Providing for Repeal of Conflicting Resolutions; and Providing an Effective Date

RECOMMENDATION:

Staff recommends approval of the Resolution renewing the Big Spring Infill Development Incentive Program through July 31, 2029.

BACKGROUND:

In 2020, the City Council created the Big Spring Infill Development Incentive Program to encourage private investment in the construction of single-family housing within the City of Big Spring. The program was renewed in 2023 and is currently scheduled to expire on July 31, 2026.

Purpose

The program provides permit-fee discounts and rebates for qualifying single-family residential construction projects located within the city limits. Qualifying projects must comply with City zoning and building regulations and satisfy all program requirements.

The proposed resolution renews the Infill Development Incentive Program through July 31, 2029. The purpose of the program is to continue encouraging residential infill development, increase housing construction, promote private investment, and support economic development within the City. The resolution finds that the program serves a public purpose and is authorized under Chapter 380 of the Texas Local Government Code.

Proposed Action

The resolution would:

- Renew the Infill Development Incentive Program through July 31, 2029.
- Continue existing permit-fee discount and rebate incentives for qualifying single-family residential construction projects.
- Authorize the City Manager to administer the program and adopt administrative forms and procedures.
- Provide that program participation and rebate payments remain subject to appropriation

and availability of funds.

- Clarify that no vested right to a rebate exists until all program requirements have been satisfied and the rebate approved.

Legal Review

The proposed resolution has been reviewed by the City Attorney and is authorized under Chapter 380 of the Texas Local Government Code as an economic development incentive program intended to promote residential development and economic activity within the City.

FISCAL IMPACT:

The program results in reduced permit-fee collections and rebate payments for qualifying projects. The exact fiscal impact depends on the number and size of projects participating in the program. Any rebate payments remain subject to City Council appropriation and the availability of funds.

ATTACHMENTS:

2026 Resolution to renew Infill Incentive Program

REPORT PREPARED BY:

Andrew Hagen, City Attorney

APPROVED BY:

Shane Bowles, Public Works Director

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, RENEWING THE INFILL DEVELOPMENT INCENTIVE PROGRAM DESIGNED TO FACILITATE PRIVATE INVESTMENT TOWARD THE CONSTRUCTION OF SINGLE-FAMILY HOUSING WITHIN THE CITY LIMITS OF BIG SPRING AND THEREFORE ENCOURAGE ECONOMIC DEVELOPMENT THAT BENEFITS THE HEALTH, SAFETY, AND WELFARE OF THE BIG SPRING COMMUNITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring (the "City") desires to encourage the investment of private resources in productive business enterprises and single and multi-family housing units in historic and economically distressed areas of the City; and

WHEREAS, the City desires to increase economic development within the City; and

WHEREAS, economic development is an important and urgent public purpose; and

WHEREAS, the City's home ownership rate is lower than the national average and lower than the Texas average; and

WHEREAS, single-family homes are essential to economic development in the City; and

WHEREAS, it is necessary and in the best interest of the City to offer certain economic development incentives to promote and encourage new private business development, and the new construction of affordable and market rate housing options for the City's historic and economically distressed areas;

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

SECTION 1. City Council hereby renews the Big Spring Infill Development Incentive Program, to facilitate private investment toward the construction of single-family housing in Big Spring and therefore encouraging economic development that benefits the health, safety and welfare of the Big Spring community, pursuant to Local Government Code Chapter 380.

SECTION 2. The City Council, as the governing body of the City of Big Spring, Texas finds that the creation of the Program serves a public purpose by encouraging development that benefits the health, safety and welfare of the citizens of Big Spring.

SECTION 3. This infill incentive program from Resolution 012-2020 is modified and renewed according to the terms of this Resolution. The renewed program is recognized to have begun July 14, 2020, was renewed on July 25, 2023 with Resolution 010-2023. With this Resolution, it shall expire July 31, 2029 except as stated in Exhibit A.

SECTION 4. The City Council as the governing body of the City of Big Spring, Texas does hereby create and establish the following economic development incentive program within zones in which single-family homes may be established and authorizes the City Manager or his or her designee to form agreements, as specified herein, offering the following enumerated incentive program without further Council action.

To participate in the program, a building project must meet the following requirements:

- A. The project shall be a new building project or a renovation building project;
- B. The building project shall be within the city limits of Big Spring;
- C. The building project is to occur within a single parcel;
- D. The building project includes a “single family dwelling” as defined by the Big Spring Zoning Ordinance;
- E. The building project shall meet all Big Spring Zoning and Building Code requirements;
- F. All contractor and subcontractor permits for the project must be purchased during the program period;
- G. Demolition permit and Water and Sewer Tap Permits are included in the program if the permit are part of a project as specified herein; and
- H. The General Contractor of a building project qualified to participate in the Incentive Program shall sign a Program Agreement, and the City Manager, or his or her designee, shall countersign; and
- I. Accessory Buildings (other than a detached garage) are excluded from the program.

SECTION 5. The program offers the following incentives. For such construction, the developer will be offered a discount rate and a rebate rate.

A. Definitions:

- 1. The discount rate is the percentage of the regular permit fees that the contractor will be charged. The discount rate does apply to the 90-day renewal permit fee for the program.
- 2. The rebate rate is the percentage of the fees the contractor did pay for this specific project. The rebate rate does apply to the 90-day renewal permit fee for the program.

3. The builder or contractor is the person or organization primarily responsible for the project, such as the general contractor.

B. Discount rate and rebate rate are as follows:

1. For a home that is 1500 square feet or less gross living area (“GLA”), the discount rate is 25%. The rebate rate is 100%.
2. For a home that is 1500.01 square feet to 2500 square feet GLA, the discount rate is 50%. The rebate rate is 75%.
3. For a home that is 2500.01 square feet to 3500 square feet GLA, the discount rate is 75%. The rebate rate is 50%.
4. For a home that is 3500.01 square feet or more GLA, no discount rate or rebate rate is offered.

SECTION 6. The Building Official shall confirm that the final inspections for the project completed within 180 days of the first permit issued for the project, with allowance for a renewal of each permit for an additional 90 days at the discount rate. The City shall issue payment in the amount of the rebate rate to the builder upon submission of a rebate request by the builder.

SECTION 7. A project shall still qualify for the rebate if the project is completed within the specified number of days, and the completion falls no more than 90 days outside the program period.

SECTION 8. Exception: If the Building Official determines that work associated with a program project has not proceeded according to the requirements of the City Zoning and/or Building Codes, and the Building Official files a complaint with Municipal Court regarding the violation of the codes, the Building Official shall immediately forward a copy of such complaint to the City Manager. The City Manager shall examine the evidence and have the authority to revoke the Contractor from the program for the affected project, for more than the affected project, for all projects, or to not revoke the Contractor’s project or projects. Such determination shall be at the City Manager’s discretion pursuant to his determination that the action is in the best interest of the City of Big Spring, with the Mayor having the authority to decide an appeal of the City Manager’s decision if filed within 10 days of it. The Municipal Court’s adjudication of the Building Official’s complaint shall not be disturbed thereby.

SECTION 9. The City Manager may promulgate administrative rules, forms, and procedures consistent with this Resolution for the administration of the Program.

SECTION 10. Participation in the Program and payment of any rebate is expressly subject to the availability and appropriation of funds by the City Council.

SECTION 11. City Council may amend, suspend, or terminate the Program prospectively with a separate resolution.

SECTION 12. No vested right to a rebate exists until all program requirements are satisfied and the rebate is approved.

SECTION 13. All provisions of any resolution in conflict with this Resolution are hereby superseded or repealed to the extent they are in conflict.

SECTION 14. It is hereby officially found and determined that the meetings at which this Resolution was adopted were open to the public and that public notice of the time, place and purpose of said meetings were given as required by law.

SECTION 15. This Resolution shall be effective immediately upon its passage.

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

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

Robert H. Moore, III, Mayor

ATTEST:

Tami L. Davis, City Secretary



Exhibit A: Timeline

July 15, 2020 – Program period begins.

July 31, 2029 – Program period ends.

January 27, 2030 -- The 180th day after July 31, 2029. Projects for which the initial permit was issued on July 31, 2029 under the Program must be completed by January 27, 2030 to qualify for the rebate unless a valid 90-day renewal permit was issued.

May 1, 2030 – The 90th day after January 27, 2030. Renewals of 90 days for permits originally taken out on January 27, 2030 under the program end on this day. To qualify for the rebate, such projects must be complete on this day or earlier.

INFILL PROGRAM APPLICATION

Full Legal Name of General Contractor: _____

Address: _____

Mailing address (if different): _____

Phone number: _____

Project address: _____

Square feet of single-family home for project: _____

I hereby apply for the Big Spring Infill Program for this project. I request the discount rate, and upon completion as confirmed by the Building Official, the rebate. I have been given a copy of the Program requirements. I agree to abide by all the program requirements, including those of Infill Program Exhibit, attached.

Signature of Legal Signing Authority for Builder _____

Print name: _____

Date: _____

Signature of City Official signing agreement: _____

Print Name: _____

Title: _____

Date: _____

Infill Program Exhibit

1. Undocumented Workers Provision. Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the City notifies Developer of the violation.

2. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

3. 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.

4. Independent contractors.

It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Developer at no time will be acting as agents of the City and that all consultants or contractors engaged by Developer respectively will be independent contractors of the Developer; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that City will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by each Developer respectively under this Agreement, unless any such claims are due to the fault of the City.

5. Compliance With Law.

Developer shall comply with all applicable federal, state, and local laws, ordinances, regulations, permits, and codes applicable to the Project and participation in the Program. A material violation of this provision may result in revocation of Program participation and forfeiture of any unpaid rebate.

6. No Property Right; Subject to Appropriation.

Developer acknowledges that participation in the Program does not create a vested property right to any rebate, grant, or other financial incentive. Any payment under the Program is subject to the Developer's full compliance with Program requirements and the availability and appropriation of funds by the City.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS REGARDING THE ANNOUNCED CLOSURE OF FEDERAL CORRECTIONAL INSTITUTION BIG SPRING; RECOGNIZING FCI BIG SPRING FOR ITS DECADES OF SERVICE TO THE COMMUNITY; ENCOURAGING RESPONSIBLE STEWARDSHIP AND PRODUCTIVE USE OF A SIGNIFICANT PUBLIC ASSET; REQUESTING CONSULTATION WITH THE CITY REGARDING FUTURE PLANS FOR THE PROPERTY; ENCOURAGING CONSIDERATION OF FUTURE USES THAT SUPPORT EMPLOYMENT, ECONOMIC OPPORTUNITY, AND LONG-TERM COMMUNITY PROSPERITY; EMPHASIZING COMPATIBILITY WITH AIRPORT OPERATIONS AND LONG-TERM COMMUNITY DEVELOPMENT; AUTHORIZING TRANSMITTAL OF THIS RESOLUTION TO APPROPRIATE FEDERAL OFFICIALS; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on July 1, 2026, the Federal Bureau of Prisons announced the closure of Federal Correctional Institution Big Spring and its satellite camp (together, “FCI Big Spring”); and

WHEREAS, FCI Big Spring has been a longstanding presence in the community and has provided secure correctional services, substantial employment opportunities to dedicated public servants, and economic activity benefiting the City of Big Spring and Howard County; and

WHEREAS, the announced closure of the facility is expected to have substantial economic impacts on the City of Big Spring, Howard County, local businesses, housing, schools, and the many public and private entities that benefit from the presence of the institution and its workforce; and

WHEREAS, the facility is located on property associated with the former Webb Air Force Base, a site with a long history of federal, military, and public use that has played an important role in the growth and development of the City of Big Spring and the surrounding region; and

WHEREAS, following the closure of Webb Air Force Base, portions of the former installation were conveyed by the United States to the City of Big Spring and other local entities for public and economic development purposes, and certain portions were later reconveyed to the United States for continued federal use; and

WHEREAS, the City Council recognizes the substantial taxpayer investment represented by the facility, related infrastructure, and surrounding transportation assets, and believes that facilities developed with significant public investment should, whenever feasible, be maintained in productive use for the benefit of the public; and

WHEREAS, the City Council believes that significant public assets should be evaluated not only for their present use, but also for their ability to contribute to future economic diversification, workforce development, transportation connectivity, and opportunities beneficial to the citizens of Big Spring and the Nation as a whole; and

WHEREAS, the facility is located in close proximity to Big Spring McMahon-Wrinkle Airport, and the City has an important interest in ensuring that any future use of the property remains compatible with airport operations consistent with the Federal Aviation Administration (FAA) regulations, grant assurances, airport development objectives, and aviation safety considerations, airport development, aviation-related economic activity, transportation infrastructure, and long-range land-use planning objectives; and

WHEREAS, the City of Big Spring has experienced significant economic transitions over the past several decades, including the closure of Webb Air Force Base by the federal government and other regional economic disruptions affecting agriculture, energy, finance, employment, and investment; and

WHEREAS, the citizens of Big Spring have long demonstrated the values of hard work, resilience, self-reliance, and optimism in the face of economic and institutional change, and the community has continued to diversify its economy, strengthen its infrastructure, attract investment, and create opportunities for future generations; and

WHEREAS, the City Council recognized the dedication, professionalism, and public service demonstrated by the staff of FCI Big Spring over the years and acknowledges the uncertainty this present period may present for employees, retirees, and their families, as well as the broader community as a whole; and

WHEREAS, the City Council recognizes that federal facilities and infrastructure may, when appropriate, be adapted to new governmental, public, or private purposes, and believes that productive reuse should be carefully evaluated before long-term closure, abandonment, or disposal of the property is considered; and

WHEREAS, the City Council finds that, should the property ultimately cease to serve a productive federal purpose, the federal government should responsibly address environmental, infrastructure, remediation, demolition, or other site conditions necessary to facilitate productive future use of the property; and

WHEREAS, the City of Big Spring remains committed to working collaboratively with local, state, and federal partners, economic development organizations, and community stakeholders to promote responsible stewardship of public assets, spur opportunities for economic growth, support affected employees and workforce retention efforts, ensure land use compatibility with airport and transportation infrastructure, advance the long-term prosperity of Big Spring and Howard County, and contribute to the enrichment and development of our nation as a whole;

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

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

SECTION 2. The City Council hereby expresses its sincere appreciation and gratitude to the Federal Correctional Institution Big Spring, its current and former employees, retirees, contractors, volunteers, and their families for their many years of dedicated service and their lasting contributions to the City of Big Spring and Howard County.

SECTION 3. The City Council respectfully urges the United States Department of Justice and the Federal Bureau of Prisons to consider all available options that may allow continued operation of FCI Big Spring or otherwise preserve productive use of the facility, associated employment opportunities, the public value represented by the site and its infrastructure, and preserve and expand local workforce opportunities to the greatest extent practicable.

SECTION 4. If continued operation by the Federal Bureau of Prisons is not feasible, the City Council respectfully requests that the federal government evaluate other productive governmental, public, institutional, or economic uses for the facility before undertaking long-term closure, abandonment, or disposal of the property.

SECTION 5. The City Council requests that the City of Big Spring be consulted and kept reasonably informed regarding significant planning, reuse, transfer, surplus property, redevelopment, or disposition decisions affecting the facility and the surrounding community.

SECTION 6. The City Council encourages federal officials to consider:

- (a) the economic impacts of the facility's closure on the City of Big Spring and Howard County;
- (b) preservation or replacement of employment opportunities associated with the facility;
- (c) responsible stewardship of public assets and productive utilization of existing infrastructure;
- (d) compatibility of any future use with nearby airport operations, airport development, aviation-related activities, transportation facilities, and the City's long-range planning objectives; and
- (e) opportunities for future investment, economic diversification, workforce development, and sustainable community growth.

SECTION 7. In the event the property is ultimately determined to be excess to federal needs, the City Council requests meaningful engagement with the City regarding future uses of the site, redevelopment opportunities, infrastructure investments, environmental remediation, demolition

assistance where appropriate, site preparation, economic development initiatives, and other measures that may facilitate beneficial reuse of the property.

SECTION 8. The City Council reaffirms its commitment to the long-term growth and prosperity of Big Spring and to working cooperatively with federal, state, regional, private-sector, educational, and community partners to promote investment, employment opportunities, infrastructure development, and productive uses of public assets that advance the City's vision for the future.

SECTION 9. The City Secretary is directed to transmit copies of this Resolution to:

- The Attorney General of the United States;
- The Director of the Federal Bureau of Prisons;
- The Administrator of General Services;
- United States Representative Jodey Arrington;
- United States Senator John Cornyn; and
- United States Senator Ted Cruz.
- Federal Aviation Administration, Airport District Office Southwest Region

SECTION 10. It is hereby officially found and determined that the meetings at which this Resolution was adopted were open to the public and that public notice of the time, place and purpose of said meetings were given as required by law.

SECTION 11. This Resolution shall become effective immediately.

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

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

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



MEMORANDUM

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council
CC: Todd Darden, City Manager
From: Shane Bowles, Public Works Director
Date: Tuesday, July 14, 2026
Subject: Specific Use Permit for Recovery and Recycling Oil
Location: Generally located on the southeast corner of N Runnels and NE 8th. St.

Analysis:

Staff recommends the approval of a Specific Use Permit Application for property 302693 at 3311 N Service Rd, Big Spring, Tx, which is currently zone Light Industrial (LI). This property is a 3.52 acre tract of land out of a 12.35 acre tract out of the NE/4 of Section 45, Block 32, T-1-N, T&P RR Co Survey in Big Spring, Howard County, TX.

Knowing that the property is in a flood plain, the applicant will need to meet all FEMA regulations if the permit is approved by council.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, GRANTING A SPECIFIC USE PERMIT TO EDY FERNANDEZ DUNAN FOR OIL RECOVERY AND RECYCLING OPERATIONS ON PROPERTY LOCATED AT 3311 I-20 FRONTAGE ROAD (ALSO KNOWN AS 3311 N. SERVICE ROAD), BIG SPRING, TEXAS; ESTABLISHING CONDITIONS OF OPERATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Edy Fernandez Dunan ("Applicant") filed an application on May 30, 2026, for a Specific Use Permit to operate an oil recovery and recycling facility on property located at 3311 I-20 Frontage Road (also known as 3311 N. Service Road), Big Spring, Texas, legally described as a 3.52 acre tract of land out of a 12.53 acre tract out of the NE/4 of Section 45, Block 32, T-1-N, T. & P. RR. Co. Survey, Howard County, Texas (the "Property"); and

WHEREAS, the Property is zoned Light Industrial (LI) under the City of Big Spring Zoning Ordinance; and

WHEREAS, the Applicant paid the application fee of \$325.00 on June 1, 2026, and the notification postage fee of \$7.40 on June 12, 2026; and

WHEREAS, proper notice of public hearings was given in accordance with Texas Local Government Code Sections 211.006 and 211.007, and Section 3-1(c) of the Zoning Ordinance; and

WHEREAS, the Planning and Zoning Commission of the City of Big Spring ("Planning and Zoning Commission") held a public hearing on July 7, 2026, at which a quorum of six members was present; and

WHEREAS, City staff recommended approval of the Specific Use Permit application; and

WHEREAS, the Planning and Zoning Commission voted 5-1 to recommend approval of the Specific Use Permit application to the City Council; and

WHEREAS, the City Council of the City of Big Spring has received and considered the recommendation of the Planning and Zoning Commission; and

WHEREAS, the City Council has determined that the proposed use is appropriate for the Property and is compatible with surrounding land uses when subject to the conditions set forth herein; and

WHEREAS, the City Council finds that granting the Specific Use Permit with the conditions herein imposed will serve the public interest;

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

SECTION 1.

The findings and recitals set forth in the preamble to this Ordinance are hereby incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. GRANT OF SPECIFIC USE PERMIT

A Specific Use Permit without term is hereby granted to Edy Fernandez Dunan, his successors and assigns, to operate an oil recovery and recycling facility on the Property located at 3311 I-20 Frontage Road (also known as 3311 N. Service Road), Big Spring, Texas, legally described as a 3.52 acre tract of land out of a 12.53 acre tract out of the NE/4 of Section 45, Block 32, T-1-N, T. & P. RR. Co. Survey, Howard County, Texas.

SECTION 3. PERMITTED USE

The Specific Use Permit authorizes the recovery and recycling of oil on the Property. All operations shall be conducted in compliance with applicable federal, state, and local regulations, including but not limited to requirements of the Texas Railroad Commission.

SECTION 4. CONDITIONS OF OPERATION

The Specific Use Permit granted herein is subject to the following conditions, which are imposed in the interest of public welfare and to ensure compliance with the City of Big Spring Zoning Ordinance and to protect adjacent properties from adverse impacts:

A. Containment and Storage

1. All oil recovery and recycling operations shall utilize contained and grounded frac tanks.
2. All frac tanks and storage equipment shall be maintained in good condition and shall comply with applicable safety standards and regulations.
3. Secondary containment measures shall be implemented to prevent spills and leakage.

B. Minimization of Impacts

1. The Applicant shall make reasonable efforts to minimize disruption to adjacent properties, including but not limited to control of noise, dust, odors, and visual impacts.
2. The Applicant shall maintain orderly ingress and egress to and from the Property.
3. Operations shall be conducted in a manner that does not create excessive noise, vibration, glare, offensive views, or other undesirable or hazardous conditions that would adversely affect adjacent properties.

C. Traffic and Access

1. Based on the anticipated level of use, traffic generated by the facility is not expected to create congestion, unsafe conditions, or material adverse impact on properties located within 200 feet of the Property.
2. The Applicant shall maintain safe and adequate access to the Property at all times.
3. Should traffic conditions change such that adverse impacts occur, the City may require the Applicant to implement traffic management measures.

D. Hours of Operation and Occupancy

1. The facility shall operate with a proposed number of occupants or users of 10 through 12 persons during normal business hours.
2. Normal business hours are defined as 8:00 a.m. to 6:00 p.m. on business days.

E. Parking

1. Based on the Applicant's representation that off-street parking is not foreseen as necessary, no specific off-street parking requirement is imposed at this time.
2. If the City determines that off-street parking is required based on actual operations, the Applicant shall provide adequate off-street parking in accordance with the City of Big Spring Zoning Ordinance.

F. Loading and Unloading

1. Loading and unloading operations shall be located on the south side of the Property adjacent to the frac tank containment area.
2. Loading and unloading activities shall be conducted in a safe manner and shall not obstruct vehicular or pedestrian traffic.

G. Compliance with State and Federal Requirements

1. The Applicant shall obtain and maintain all required permits from the Texas Railroad Commission and any other applicable state or federal agencies.
2. The Applicant shall provide the City with proof of required permits prior to commencement of operations.
3. The Applicant shall operate in compliance with all applicable environmental, health, and safety regulations.

H. Site Maintenance

1. The Property shall be maintained in a clean, orderly, and safe condition at all times.
2. All equipment, materials, and waste shall be stored in designated areas and shall not be allowed to accumulate in a manner that creates a nuisance or hazard.
3. The Applicant shall implement appropriate erosion and sediment control measures.

I. Screening and Fencing

1. Not applicable.

J. Landscaping

1. Not applicable.

SECTION 5. DEVELOPMENT STANDARDS

The use of the Property authorized by this Specific Use Permit shall comply with all applicable development standards set forth in the City of Big Spring Zoning Ordinance for the Light Industrial (LI) District, except as modified by the conditions set forth in Section 4 of this Ordinance.

SECTION 6. DURATION OF PERMIT

This Specific Use Permit is granted without term and shall remain effective unless and until revoked by the City Council in accordance with applicable law.

SECTION 7. MODIFICATION AND REVOCATION

A. Modification of Conditions

The City Council may, after notice and hearing, modify the conditions of this Specific Use Permit if the City Council determines that such modification is necessary to protect the public health, safety, or welfare or to ensure compliance with applicable law.

B. Revocation

The City Council may revoke this Specific Use Permit after notice and hearing if the City Council finds that:

1. The Applicant has violated any condition of this Specific Use Permit;
2. The use has created or is creating a nuisance or is otherwise detrimental to the public health, safety, or welfare; or
3. The Applicant has failed to comply with applicable federal, state, or local laws or regulations.

SECTION 8. CERTIFICATE OF OCCUPANCY

No building or land shall be used or occupied for the purpose authorized by this Specific Use Permit without first obtaining a Certificate of Occupancy and Compliance from the Building Official of the City of Big Spring.

SECTION 9. TRANSFERABILITY

This Specific Use Permit runs with the land and shall be transferable to successors and assigns, provided that any successor or assign shall comply with all conditions of this Specific Use Permit.

SECTION 10. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 11. OPEN MEETINGS ACT REQUIREMENTS

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 12. EFFECTIVE DATE

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

SECTION 13. GOVERNING LAW

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

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

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

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



State of Texas

County of Howard

Application for Permit to Operate a Private Ambulance Service

Name of Applicant: Juan Valdes

Applicant Primary Place of Business Street Address:

Applicant Primary Place of Business Telephone:

Name of Owner/Corporate owners: Moe Massaud, Viking Enterprises Inc. dba City Ambulance Service.

Owner's Address:

Requested Date of Issuance of Permit: July, 2026

Application for: ☒ Emergency Ambulance Permit ☒ Transfer Ambulance Permit

Is this a Renewal of an Emergency Ambulance Permit, or a Transfer Ambulance Permit? ☐ Yes ☒ No

1. Has the applicant; any individual, firm, partnership, association, or corporation holding any ownership interest in the applicant; or any driver for an ambulance authorized by this permit been convicted of a felony or misdemeanor involving moral turpitude within the last ten years? ☐ Yes ☒ No
2. By signature below, the Applicant acknowledges that (a) if the answer to question 1 is or becomes "Yes" during the permit's duration, the City of Big Spring will have grounds for revocation or suspension of the ambulance operator's permit under the ordinance; (b) all changes in the partnership or in the officers of the corporation which hold an ambulance permit shall be reported to the City Manager within ten days after such change and the new partners or officers shall individually file applications certifying to their individual qualifications within such time, and failure to do so shall be cause for suspension of the operator's permit during that time such partners or officers fail to comply with the requirement; and (c) the books and records of the holder of an operator's permit shall be open for inspection by the City Manager at reasonable hours.
3. Does the Applicant state that it has obtained or will obtain liability insurance by an insurance company licensed to do business in the State of Texas of not less than \$50,000 for any one accident and not less than \$25,000 for injury to any one person? ☒ Yes ☐ No
Please attach proof of insurance, or provide to City Manager prior to commencing operations under the permit, if granted.
4. Emergency Ambulance Permit Only. By signature below, Applicant states that it has been issued a permit or license as an emergency medical services provider by the Texas Department of State Health

Services pursuant to Chapter 733, Texas Health and Safety Code; and Applicant is willing and able to provide emergency ambulance service on a continuous 24-hour basis, furnishing proof of intent and ability to do so. (Optional: Attach documentation.) The Applicant acknowledges that the City may inspect each emergency ambulance as frequently as once a month without notification of time and date of inspection. State the applicant's DSHS licensed EMS provider license number:

1000095

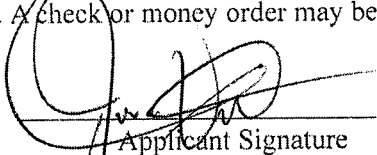
5. Emergency Ambulance Permit Only. (List number of vehicles- describe medical service(s), including the make, model, and year of manufacture, license number for current year, VIN number and type of emergency service vehicle (ALS, BLS or MICU)). If this is a renewal, you may list changes only.

Please See attached.

(Attach additional sheet(s) as necessary.)

If the application is made before one or more of such ambulances have been acquired by the applicant, then furnish to the City Manager before issuance of a permit for such vehicle.

6. The initial fee for an ambulance permit is \$250.00. The renewal fee for an ambulance permit is \$150.00. The fee may be paid electronically. A check or money order may be attached to this application.

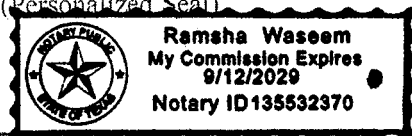

Applicant Signature

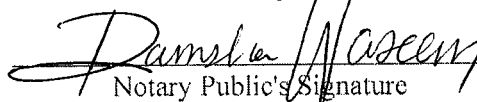
05-20-2026
Date

Juan Valdes
Print Name

Sworn to and subscribed before me on the 20th day of May, 2026 by
Juan Valdes
(name of signer).

(Personalized Seal)




Notary Public's Signature

Official Use Only:

At a public hearing held on this day by the City Council of Big Spring, having heard all of the relevant and material evidence presented by the Applicant and the Applicant's witnesses, and by any persons or witnesses heard on the application, with the burden of proof on Applicant, by clear and convincing evidence. City Council finds and determines that the public convenience and necessity ☐ will ☐ will not be served by the issuance of the ambulance operator's permit for a period of one year.

Decided by the City Council on this the _____ day of _____, 20__.

Robert H. Moore, III, Mayor



TEXAS
Health and Human
Services

**Texas Department of State
Health Services**

This certifies that the EMS Provider listed below has submitted acceptable evidence of compliance with the Texas EMS Act, Chapter 773, of the Health and Safety Code, and is hereby granted an EMS Provider License by the State of Texas. A EMS Provider license is non-transferable. This document is valid only for the EMS Provider named below.

**VIKING ENTERPRISES INC DBA
CITY AMBULANCE SERVICE, FIRST MEDICAL RESPONSE, CYPRESS CREEK EMS**

License Number: 1000095

Expiration Date: March 31, 2028

Issue Date: February 24, 2026

Doc Number: 9874

If you have a complaint about the services you have received from this EMS Provider or if you have a reason to believe that a violation of Texas EMS Regulations has occurred, please report your concerns to the Texas Department of State Health Services at:

1-800-452-6086 or by email to EMS_Complaint@dsns.texas.gov.



Vehicle List

Emergency Service Vehicle Inventory

Company / Agency: City Ambulance Service Date: 05/20/2020 Permit / Application: Big Spring

#	Make	Model	Year	License Number (Current Year)	VIN	Type of Emergency Service Vehicle (ALS / BLS / MICU)
1	RAM	Pomarker 2500	2024			ALS/MICU
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

Vehicle Type Key: ALS = Advanced Life Support | BLS = Basic Life Support | MICU = Mobile Intensive Care Unit

STANDARD AGREEMENT FOR ENGINEERING SERVICES

This Agreement for Engineering Services (“Agreement”) dated as of _____, 2026 is made by and between the City of Big Spring, a Texas Home Rule municipal corporation located at 310 Nolan Street, Big Spring, Texas 79720 (“CITY”) and Jacob & Martin, LLC, a Texas limited liability company located at 3465 Curry Lane, Abilene, Texas 79606-2287 (“ENGINEER”). CITY and ENGINEER may be referred to individually herein as a “party” and collectively as the “parties.”

WHEREAS, CITY desires to retain a person or firm to provide the following services: engineering services for the **2026 Water Line, Valve, and Fire Hydrant Replacements** (the “Project,” which shall include the Services as hereinafter defined);

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

WHEREAS, on July 14, 2026, City Council gave approval to enter into this Agreement;

NOW, THEREFORE, for and in consideration of the agreement made, and the mutual promises and covenants contained therein, and the payments to be made by CITY, the parties agree to the following:

I. Scope of Services and Term.

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

It is expressly understood that in the performances of the services herein, ENGINEER and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of CITY. ENGINEER shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same. The doctrine of respondeat superior shall not apply as between CITY and ENGINEER, its officers, employees, contractors, and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and ENGINEER. No person performing any of the work or services described hereunder shall be considered an officer, agent, employee, or servant of CITY. Furthermore, it is specifically understood and agreed in this Agreement is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would give rise to vicarious liability. ENGINEER shall assume all of the rights, obligations, and liabilities applicable to it as an independent contractor hereunder.

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

The Term of this Agreement shall commence on the date first indicated above, and shall continue thereafter until the completion of the Services under all Scope of Services, unless sooner terminated pursuant to Section XIII.

II. Compensation to ENGINEER

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

III. Project Schedule

The Project schedule shall be determined by mutual agreement by CITY and ENGINEER. ENGINEER will confer with representatives of CITY to take such steps as necessary to keep the Project on schedule. CITY'S representative for purposes of this Agreement shall be the City Manager or his designee. ENGINEER will begin work on the Project within five (5) days after receipt of written notification to proceed from CITY.

IV. Ownership of Documents

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

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

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

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

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

V. Confidentiality

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

VI. Records License and Retention

ENGINEER agrees that CITY or its duly authorized representatives will, until the expiration of four (4) years after final payment under this Agreement ("the Retention Period") have access to and the right to examine, audit, and copy Work Product, pertinent books, documents, papers, invoices and records of ENGINEER involving transactions related to this Agreement, which Work Product, books, documents, papers, invoices and records ENGINEER agrees to maintain for said Retention Period.

VII. Taxes

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

VIII. Material and Equipment

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

IX. Amendment

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

X. Indemnification

ENGINEER shall indemnify, and hold harmless CITY and its officers, directors, managers, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") from and against, any and all damages, liabilities, deficiencies, claims, actions,

judgments, settlements, interest, awards, penalties, fines, costs, or expenses, including, and without limitation to the generality of the foregoing, reasonable attorneys' fees, fees in proportion to ENGINEER's liability, and the costs of enforcing any right to indemnification under this Agreement, the cost of pursuing any insurance providers, and any costs arising from or in connection to injury or death of any person or damage to any property (collectively, "Losses"), any claim of a third party arising out of or occurring in connection with ENGINEER's performance, negligence, willful misconduct, or breach of this Agreement. Nothing in this section will be interpreted in a manner so as to require ENGINEER to defend a third party, against a claim based wholly or partly on the negligence of, fault of, or breach of contract by CITY, its agents, or employees.

XI. Insurance

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

XII. Applicable Law

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

XIII. Termination

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

XIV. Nonconformity

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

XV. Excusable Delays

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 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.

XVI. Notices

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

Kirt Harle, P.E., Vice President
Jacob & Martin, LLC
3465 Curry Lane
Abilene, TX 79606

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

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

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

XVII. Non-appropriations

In the event no funds are appropriated for this Agreement, the City of Big Spring has and retains the right in any given fiscal year to terminate this Agreement without penalties of any sort. Nothing in this Agreement shall be interpreted as a waiver of this right.

XVIII. Assigned Personnel

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

XIX. Standard of Care

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

XX. Accessibility—Texas Accessibility Standards

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

XXI. Modifications

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

XXII. Third Party Obligations

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

XXIII. Assignment

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

XXIV. Choice of Law, Forum, and Venue

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

XXV. Waiver

In no event shall the making by the CITY of any payment to ENGINEER constitute or be construed as a waiver by the CITY of any breach of the Agreement, or any default which may then exist, nor shall it in any way impair or prejudice any right or remedy available to the CITY in respect to such breach or default. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default

not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

XXVI. Severability

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

XXVII. Integrated Agreement

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

XXVIII. 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.

XXIX. Additional Representations, Warranties, Covenants, and Verifications.

In this section, "officer" means each City of Big Spring elected official, direct appointee of the City Council of Big Spring and direct appointee of the City Manager of the City of Big Spring.

(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) ENGINEER covenants that it will file a "conflicts of interest questionnaire" ("questionnaire") (available from Texas Ethics Commission web site) with CITY if the ENGINEER 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) ENGINEER verifies to CITY that it (1) does not boycott Israel, and (2) it will not boycott Israel during the term of the contract.
- (d) ENGINEER represents to CITY that it is not a company on a list prepared and maintained by the Texas Comptroller and that does business with Iran, Sudan, or a foreign terrorist organization (these lists are available at <https://comptroller.texas.gov/purchasing/publications/divestment.php>) unless it is a company affirmatively declared by the United States government to be excluded from the applicable federal sanctions regime.
- (e) ENGINEER verifies to CITY that it (1) does not boycott energy companies, and (2) will not boycott energy companies during the term of the Agreement.
- (f) ENGINEER verifies to CITY that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) that it will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.
- (g) A "designated country" means one designated as a threat to critical infrastructure by the Governor of Texas. ENGINEER represents to Client that it is (i) neither owned by nor is the majority of ownership interest held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (ii) neither owned by nor is the majority of ownership interest held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (iii) headquartered in China, Iran, North Korea, Russia, or a designated country.

[Remainder of this page intentionally left blank]
[Signature page to follow]

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below, to be effective as of the date first indicated above.

ENGINEER

JACOB & MARTIN, LLC, a Texas limited liability company

CITY

CITY OF BIG SPRING, a Texas Municipal Corporation

Kirt Harle, P.E., Principal

Date: _____

Attest:

Will Dugger, Principal

Todd Darden, City Manager

Date: _____

Attest:

Tami L. Davis, City Secretary

APPROVED AS TO FORM ONLY

Andrew W. Hagen, City Attorney

CERTIFICATE OF INSURANCE REQUIREMENTS CITY OF BIG SPRING, TEXAS

1. General Insurance Conditions

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

1.1. Satisfactory Companies

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

1.2. Named Insureds & Loss Payable Endorsements

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

1.3. Waiver of Subrogation

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

1.4. Certificates of Insurance

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

1.5. Engineer's Liability

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

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

1.6 Named Insured

ENGINEER will also cause its insurance service providers to name CITY as an additional insured under any of the policies and insurance coverage obtained in relation to this Agreement to the extent additional insured are allowed under such policy or coverage and provide any defense to CITY provided by such policy or coverage to a named insured

2. Types and Amounts of Insurance Required

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

2.1 Commercial General Liability

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

Coverage shall be as follows:

\$ 2,000,000.00	General Aggregate
\$ 1,000,000.00	Each Occurrence

2.2 Automobile Liability

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

subcontractors or assigns on City property in connection with the Agreement.

\$ 1,000,000.00 Combined Single Limit

2.3 Umbrella Liability

\$ 2,000,000.00 Each Occurrence

\$ 2,000,000.00 Aggregate

2.4 Workers' Compensation Coverage:

State statutory limits

2.5 Professional Liability

\$ 1,000,000.00 Per Claim

EXHIBIT A

SCOPE OF SERVICES

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

The project scope includes engineering services for design, bidding and award, construction review, and project closeout for water line replacements along Birdwell Lane and valve & fire hydrant replacements throughout the City.

Basic Engineering Services

A – Design Phase

- A.1 Prepare detailed specifications, contract documents, and plans for bidding and constructing water line, valve, and fire hydrant replacements.
- A.2 Assist City with permitting as required.
- A.3 Prepare detailed cost estimates, which shall include summaries of bid items and quantities.
- A.4 Furnish Bidding Documents to City for legal review.
- A.5 Finalize Contract Documents incorporating City's comments.

B – Bidding Phase

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

C – Construction Phase

- C.1 Coordinate Pre-Construction Conference.
- C.2 Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
- C.3 Consult and advise the City, issue all instructions to the Contractor requested by the City, and prepare routine field orders and/or change orders as required.
- C.4 Review submittals Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents.
- C.5 Review and recommend Contractor's payment requests.

D – Closeout Phase

- D.1 Conduct in company with the City a site visit following substantial completion notice and prepare punch list.
- D.2 Conduct in company with the City a final inspection of the project for conformance with the design concept of the project and compliance with the Contract Documents and approve in writing final payment to the Contractors.
- D.3 Review contract drawings with the assistance of Owner and Contractor to show the work as actually constructed. Furnish two (2) sets of Record Drawings and a digital copy of the Record Drawings to the City.

Additional Engineering Services

- Provide topographic surveying and construction staking (as required).
- Provide materials testing for density control of backfill for water lines installed within the roadway.

EXHIBIT B

FEE SCHEDULE

Compensation Payment Schedule

Compensation for Basic Engineering Services as described in the Scope of Services for Task A, B, C, and D shall be at a lump sum fee of \$40,000.00. Basic Engineering Services fee shall be paid to consultant according to the following payment schedule and following completion of each task listed:

- | | |
|----------------------------|--------------------|
| • Design Phase: | 70% (\$28,000.00) |
| • Bidding and Award Phase: | 5% (\$2,000.00) |
| • Construction Phase: | 20% (\$8,000.00) * |
| • Closeout Phase: | 5% (\$2,000.00) |

*To be paid monthly based on a percentage of the construction contract completed.

Compensation for Additional Engineering Services (Surveying and Construction Materials Testing) as described in the Scope of Work shall be at a time and expense basis per the attached rate schedule included as **Exhibit B** with not to exceed of \$15,000.00. The estimated fees for each of these tasks are as follows:

- Surveying: Estimated at \$10,000
- Materials Testing: Estimated at \$5,000

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

Expanded Scope

If the City decides to expand the scope of the project following completion of the design phase the Engineer and City shall execute an amendment to this agreement which defines the expanded scope and associated additional Engineer's design fee for the expanded scope.

Attachments Incorporated

This Exhibit B continues on to and includes the attachments affixed hereto, which are incorporated into and made a part of this Agreement.

STANDARD AGREEMENT FOR ENGINEERING SERVICES

This Agreement for Engineering Services (“Agreement”) dated as of _____, 2026 is made by and between the City of Big Spring, a Texas Home Rule municipal corporation located at 310 Nolan Street, Big Spring, Texas 79720 (“CITY”) and Jacob & Martin, LLC, a Texas limited liability company located at 3465 Curry Lane, Abilene, Texas 79606-2287 (“ENGINEER”). CITY and ENGINEER may be referred to individually herein as a “party” and collectively as the “parties.”

WHEREAS, CITY desires to retain a person or firm to provide the following services: engineering services for the **Airpark Water System Improvements** (the “Project,” which shall include the Services as hereinafter defined);

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

WHEREAS, on _____, 2026, the City Council of Big Spring (“City Council”) gave approval to enter into an agreement with Jacob Martin for the Airpark Water System Improvements project and authorized the City Manager or his designee to execute any necessary documents; and

WHEREAS, the parties wish to enter into this Agreement for engineering services for the Project under the authority granted by the City Council on _____, 2026;

NOW, THEREFORE, for and in consideration of the agreement made, and the mutual promises and covenants contained therein, and the payments to be made by CITY, the parties agree to the following:

I. Scope of Services and Term.

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

It is expressly understood that in the performances of the services herein, ENGINEER and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of CITY. ENGINEER shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same. The doctrine of respondeat superior shall not apply as between CITY and ENGINEER, its officers, employees, contractors, and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and ENGINEER. No person performing any of the work or services

described hereunder shall be considered an officer, agent, employee, or servant of CITY. Furthermore, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. ENGINEER shall assume all of the rights, obligations, and liabilities applicable to it as an independent contractor hereunder.

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

The Term of this Agreement shall commence on the date first indicated above, and shall continue thereafter until the completion of the Services under all Scope of Services, unless sooner terminated pursuant to Section XIII.

II. Compensation to ENGINEER

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

III. Project Schedule

The Project schedule shall be determined by mutual agreement by CITY and ENGINEER. ENGINEER will confer with representatives of CITY to take such steps as necessary to keep the Project on schedule. CITY'S representative for purposes of this Agreement shall be the City Manager or his designee. ENGINEER will begin work on the Project within five (5) days after receipt of written notification to proceed from CITY.

IV. Ownership of Documents

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

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

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

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

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

V. Confidentiality

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

VI. Records License and Retention

ENGINEER agrees that CITY or its duly authorized representatives will, until the expiration of four (4) years after final payment under this Agreement ("the Retention Period") have access to and the right to examine, audit, and copy Work Product, pertinent books, documents, papers, invoices and records of ENGINEER involving transactions related to this Agreement, which Work Product, books, documents, papers, invoices and records ENGINEER agrees to maintain for said Retention Period.

VII. Taxes

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

VIII. Material and Equipment

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

IX. Amendment

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

X. Indemnification

ENGINEER shall indemnify, and hold harmless CITY and its officers, directors, managers, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") from and against, any and all damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses, including, and without limitation to the generality of the foregoing, reasonable attorneys' fees, fees in proportion to ENGINEER's liability, and the costs of enforcing any right to indemnification under this Agreement, the cost of pursuing any insurance providers, and any costs arising from or in connection to injury or death of any person or damage to any property (collectively, "Losses"), any claim of a third party arising out of or occurring in connection with ENGINEER's performance, negligence, willful misconduct, or breach of this Agreement. Nothing in this section will be interpreted in a manner so as to require ENGINEER to defend a third party, against a claim based wholly or partly on the negligence of, fault of, or breach of contract by CITY, its agents, or employees.

XI. Insurance

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

XII. Applicable Law

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

XIII. Termination

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

XIV. Nonconformity

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

XV. Excusable Delays

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 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.

XVI. Notices

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

Kirt Harle, P.E., Vice President
Jacob & Martin, LLC
3465 Curry Lane
Abilene, TX 79606

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

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

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

XVII. Non-appropriations

In the event no funds are appropriated for this Agreement, the City of Big Spring has and retains the right in any given fiscal year to terminate this Agreement without penalties of any sort. Nothing in this Agreement shall be interpreted as a waiver of this right.

XVIII. Assigned Personnel

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

XIX. Standard of Care

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

XX. Accessibility—Texas Accessibility Standards

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

XXI. Modifications

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

XXII. Third Party Obligations

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

XXIII. Assignment

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

XXIV. Choice of Law, Forum, and Venue

The law of the State of Texas shall govern this Agreement. The parties consent and submit to the personal jurisdiction of the courts of the State of Texas. Any litigation or other legal proceedings arising out of this Agreement shall be exclusively filed and adjudicated in state

courts sitting in Howard County, Texas. Venue for any cause of action shall be in Howard County, Texas.

XXV. Waiver

In no event shall the making by the CITY of any payment to ENGINEER constitute or be construed as a waiver by the CITY of any breach of the Agreement, or any default which may then exist, nor shall it in any way impair or prejudice any right or remedy available to the CITY in respect to such breach or default. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

XXVI. Severability

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

XXVII. Integrated Agreement

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

XXVIII. 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.

XXIX. Additional Representations, Warranties, Covenants, and Verifications.

In this section, "officer" means each City of Big Spring elected official, direct appointee of the

City Council of Big Spring and direct appointee of the City Manager of the City of Big Spring.

- (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) ENGINEER covenants that it will file a “conflicts of interest questionnaire” (“questionnaire”) (available from Texas Ethics Commission web site) with CITY if the ENGINEER 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) ENGINEER verifies to CITY that it (1) does not boycott Israel, and (2) it will not boycott Israel during the term of the contract.
- (d) ENGINEER represents to CITY that it is not a company on a list prepared and maintained by the Texas Comptroller and that does business with Iran, Sudan, or a foreign terrorist organization (these lists are available at <https://comptroller.texas.gov/purchasing/publications/divestment.php>) unless it is a company affirmatively declared by the United States government to be excluded from the applicable federal sanctions regime.
- (e) ENGINEER verifies to CITY that it (1) does not boycott energy companies, and (2) will not boycott energy companies during the term of the Agreement.
- (f) ENGINEER verifies to CITY that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) that it will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.
- (g) A “designated country” means one designated as a threat to critical infrastructure by the Governor of Texas. ENGINEER represents to Client that it is (i) neither owned by nor is the majority of ownership interest held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (ii) neither owned by nor is the majority of ownership interest held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (iii) headquartered in China, Iran, North Korea, Russia, or a designated country.

[Remainder of this page intentionally left blank]

[Signature page to follow]

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below, to be effective as of the date first indicated above.

ENGINEER

JACOB & MARTIN, LLC, a Texas limited liability company

Kirt Harle, P.E., Principal

Date: _____

Attest:

Will Dugger, Principal

CITY

CITY OF BIG SPRING, a Texas Municipal Corporation

Todd Darden, City Manager

Date: _____

Attest:

Tami L. Davis, City Secretary

APPROVED AS TO FORM ONLY

Andrew W. Hagen, City Attorney

CERTIFICATE OF INSURANCE REQUIREMENTS CITY OF BIG SPRING, TEXAS

1. General Insurance Conditions

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

1.1. Satisfactory Companies

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

1.2. Named Insureds & Loss Payable Endorsements

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

1.3. Waiver of Subrogation

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

1.4. Certificates of Insurance

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

1.5. Engineer's Liability

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

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

1.6 Named Insured

ENGINEER will also cause its insurance service providers to name CITY as an additional insured under any of the policies and insurance coverage obtained in relation to this Agreement to the extent additional insured are allowed under such policy or coverage and provide any defense to CITY provided by such policy or coverage to a named insured

2. Types and Amounts of Insurance Required

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

2.1 Commercial General Liability

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

Coverage shall be as follows:

\$ 2,000,000.00	General Aggregate
\$ 1,000,000.00	Each Occurrence

2.2 Automobile Liability

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

subcontractors or assigns on City property in connection with the Agreement.

\$ 1,000,000.00 Combined Single Limit

2.3 Umbrella Liability

\$ 2,000,000.00 Each Occurrence

\$ 2,000,000.00 Aggregate

2.4 Workers' Compensation Coverage:

State statutory limits

2.5 Professional Liability

\$ 1,000,000.00 Per Claim

EXHIBIT A

SCOPE OF SERVICES

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

The project scope includes engineering services for design, bidding and award, construction review, and project closeout for 12" water line improvements located in the City's Low Side System I Pressure Plane. The 12" water line improvements will also include a connection to the existing 10" water line located west of the Terminal Building in the Airpark. The connection to the existing 10" water line will provide for additional looping of the system and a redundant water supply to the west side of the Airpark. The proposed water line improvements are generally shown in Exhibit C attached to this agreement.

Basic Engineering Services

A – Design Phase

- A.1 Prepare detailed specifications, contract documents, and plans for bidding and constructing water line, valve, and fire hydrant replacements.
- A.2 Assist City with permitting as required.
- A.3 Prepare detailed cost estimates, which shall include summaries of bid items and quantities.
- A.4 Furnish Bidding Documents to City for legal review.
- A.5 Finalize Contract Documents incorporating City's comments.

B – Bidding and Award Phase

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

C – Construction Phase

- C.1 Coordinate Pre-Construction Conference.
- C.2 Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
- C.3 Consult and advise the City, issue all instructions to the Contractor requested by the City, and prepare routine field orders and/or change orders as required.
- C.4 Review submittals Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information

- given by the Contract Documents.
- C.5 Review and recommend Contractor's payment requests.

D – Closeout Phase

- D.1 Conduct in company with the City a site visit following substantial completion notice and prepare punch list.
- D.2 Conduct in company with the City a final inspection of the project for conformance with the design concept of the project and compliance with the Contract Documents and approve in writing final payment to the Contractors.
- D.3 Review contract drawings with the assistance of Owner and Contractor to show the work as actually constructed. Furnish two (2) sets of Record Drawings and a digital copy of the Record Drawings to the City.

Additional Engineering Services

- Provide topographic surveying and construction staking (as required).
- Provide materials testing for density control of backfill for water lines installed within the roadway.
- Provide periodic inspection services (as requested by the City)

EXHIBIT B

FEE SCHEDULE

Compensation Payment Schedule

Compensation for Basic Engineering Services as described in the Scope of Services for Task A, B, C, and D shall be at a lump sum fee of \$195,000.00. Basic Engineering Services fee shall be paid to consultant according to the following payment schedule and following completion of each task listed:

- | | |
|----------------------------|---------------------|
| • Design Phase: | 70% (\$136,500.00) |
| • Bidding and Award Phase: | 5% (\$9,750.00) |
| • Construction Phase: | 20% (\$39,000.00) * |
| • Closeout Phase: | 5% (\$9,750.00) |

*To be paid monthly based on a percentage of the construction contract completed.

Compensation for Additional Engineering Services (Surveying, Construction Materials Testing, and Inspection) as described in the Scope of Work shall be at a time and expense basis per the attached rate schedule included as **Exhibit B** with not to exceed \$80,000.00. The estimated fees for each of these tasks are as follows:

- Surveying: Estimated at \$25,000
- Materials Testing: Estimated at \$5,000
- Inspection: Estimated at \$50,000

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

Expanded Scope

If the City decides to expand the scope of the project following completion of the design phase the Engineer and City shall execute an amendment to this agreement which defines the expanded scope and associated additional Engineer's design fee for the expanded scope.

Attachments Incorporated

This Exhibits B and C continues on to and includes the attachments affixed hereto, which are incorporated into and made a part of this Agreement.



INTEGRITY
EXCELLENCE
TRUST

Exhibit B
TO AGREEMENT FOR PROFESSIONAL SERVICES
HOURLY RATES FOR PROFESSIONAL SERVICES

ENGINEERING SERVICES

Principal Engineer	\$ 250.00
Registered Professional Engineer - 1	200.00
Registered Professional Engineer - 2	165.00
Engineer-in-Training (E.I.T.)	150.00
Engineering Technician - 1	145.00
Engineering Technician - 2	115.00
CAD Draftsman - 1	110.00
CAD Draftsman - 2	90.00
Engineering/Architectural Intern	80.00

ARCHITECTURAL SERVICES

Principal Architect	\$ 225.00
Licensed Architect - 1	200.00
Licensed Architect - 2	165.00
Licensed Interior Designer	125.00
Architectural Associate	115.00
Architectural Intern	80.00

ANCILLARY SERVICES

Environmental Scientist	\$ 135.00
Environmental Technician	90.00
GIS Technician - 1	150.00
GIS Technician - 2	100.00
Senior Land Man	130.00
Clerical - 1	125.00
Clerical - 2	100.00

Effective 1/1/2026



3465 Curry Lane
Abilene, TX 79606
325.695.1070

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

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

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

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880



INTEGRITY
EXCELLENCE
TRUST

SURVEYING SERVICES

Principal Surveyor	\$ 185.00
Registered Professional Land Surveyor	175.00
Surveyor-in-Training (S.I.T.)	110.00
1-Man Survey Team	195.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	230.00
2-Man Survey Team	230.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	265.00
3-Man Survey Team	265.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	300.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

FIELD SERVICES

Resident Project Representative - 1	\$ 120.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	150.00
Resident Project Representative - 2	100.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	125.00
Licensed Water/Wastewater Operator (A/B)	125.00
Licensed Water/Wastewater Operator (C/D)	95.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

Effective 1/1/2026



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INTEGRITY
EXCELLENCE
TRUST

CONSTRUCTION MATERIALS ENGINEERING AND TESTING FEES

SERVICE TIME

Registered Professional Engineer	\$	200.00
Materials Technician Service Time		80.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)		108.00
Pier Observation, Hot Mix, Reinforcing Steel		95.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)		110.00

CONCRETE

Concrete Cylinder Compressive Strength Tests	\$	35.00
Client Made Cylinder		45.00
Entrained Air Content Test		41.00
Slump Tests, when cylinders are not made		32.00
Concrete Mix Design		1250.00
Concrete Design Confirmation Cylinder		45.00
Concrete Beam Flexural Strength Test		90.00

SOILS

Atterberg Limits (Liquid Limit, Plastic Limit & P.I.)	\$	97.00
Field Compaction Test		36.00
Moisture-Density Curve (Proctor)		335.00
Washed Sieve Analysis (Soil)		83.00
Washed Sieve Analysis (Base Material)		97.00
Unit Weight		54.00
Absorption		54.00
Decantation		54.00
Moisture Content		54.00

ASPHALT

Rice Theoretical Specific Gravity	\$	98.00
Field Density, Hot Mix (Nuclear Method)		45.00

Local Vehicle Charge (within 20 miles of Abilene) - \$40.00 per trip to the project
 Travel from and return to office at IRS rate per mile, plus service time at above rates
 Travel Charges (outside 20 miles of Abilene) – Round trip mileage at IRS current rate, plus

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

Effective 1/1/2026



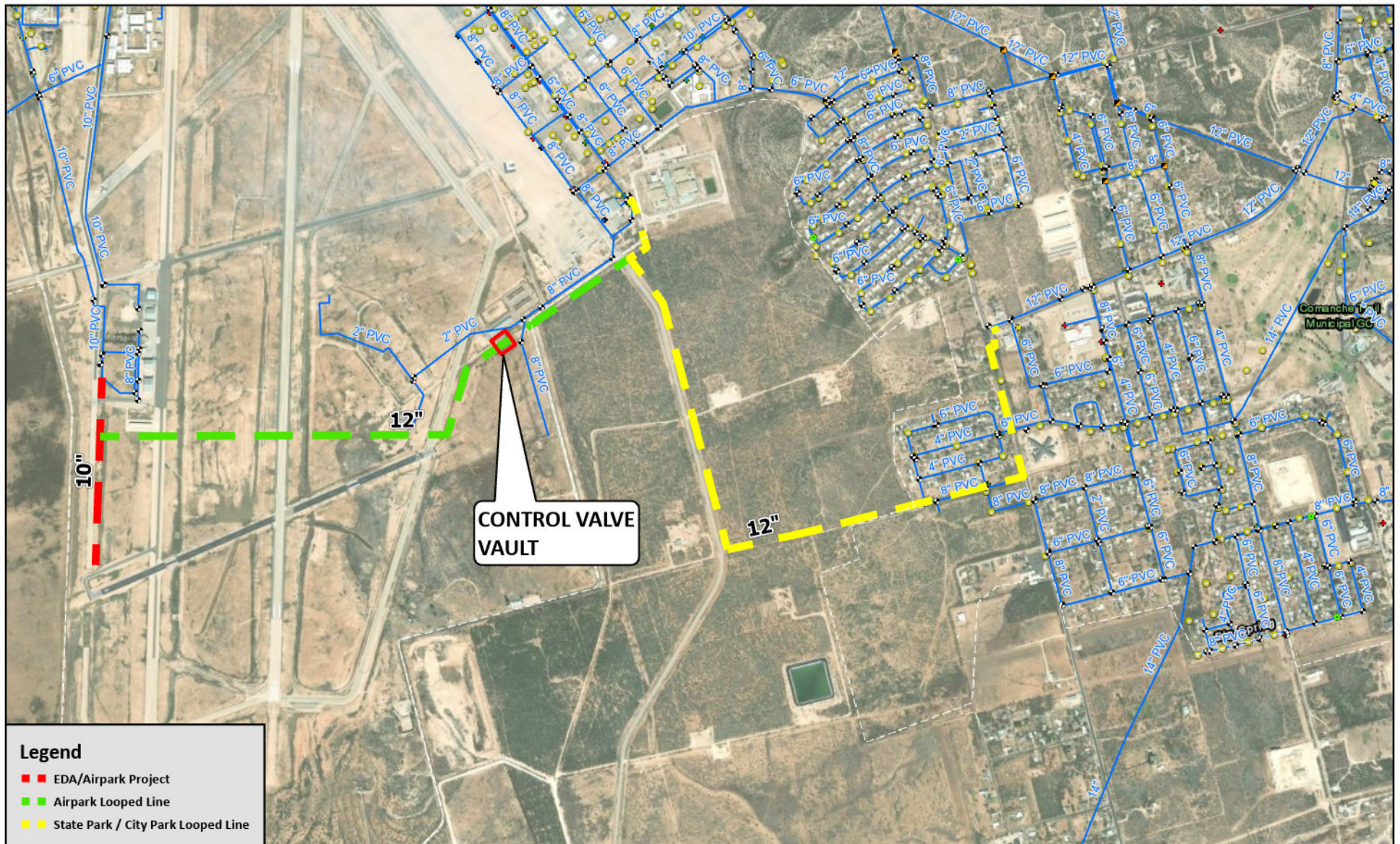
3465 Curry Lane
Abilene, TX 79606
325.695.1070

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

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

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

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880



Legend

- EDA/Airpark Project
- Airpark Looped Line
- State Park / City Park Looped Line

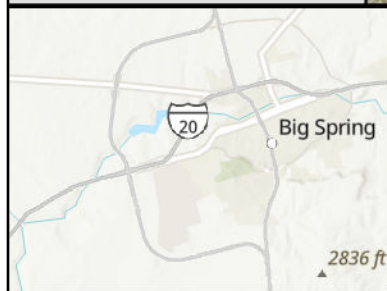


Exhibit C

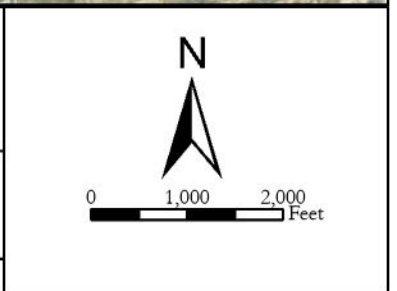
Big Spring

Airpark Water Line Improvements

Esri, NASA, NGA, USGS, Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Esri, HERE, Garmin, iPC

2026

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere



CITY OF
Big Spring
MEMORANDUM

Date: July 14, 2026

To: Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager

From: Mike Feeley A.A.E., Airport Director

Re: Consideration for an Amendment to City Secretary Contract Number 029-2025 with The GEO Group, Inc., for the Demolition of Airpark, Less the Administration Building and Extending the Term of the Contract and Authorizing the City Manager or his Designee to Execute any Necessary Documents

The city received a written request from The GEO Group Inc. who is seeking an amendment to City Secretary Contract #029-2025. They have requested authorization to demolish the Airpark Facility less the administration building at their expense. Once the facility is demolished, they have agreed to return the property to the city except for the administration building so that the city may have an opportunity to redevelop the property.

GEO has offered to continue paying the ground rental amount in their current contract despite the demolition of the Airpark Facility and they have agreed to continue with the administrative fee as was previously negotiated at one million dollars if one facility is open and two million dollars if two facilities are open. GEO has requested to extend their contract for a period of ten (10) years with a revised end date of January 1, 2057.

Staff are in support of this request and recommend approval of the proposed amendment.



Corporate Headquarters
4955 Technology Way, Suite 700
Boca Raton, Florida 33431

TEL: 866 301 4436

www.geogroup.com

July 6, 2026

Sent via Federal Express Next Day Air

Mayor Robert H. Moore
c/o City of Big Spring
310 Nolan Street
Big Spring, TX 79720

Sent via Email (tdarden@mybigspring.com)

Todd Darden
City Manager
c/o City of Big Springs
310 Nolan Street
Big Spring, TX 79720

Sent via Email (ahagen@mybigspring.com)

Andrew Hagen
City Attorney
c/o City of Big Springs
310 Nolan Street
Big Spring, TX 79720

Re: Mutual Agreement on the Demolition of Airpark and Amendment to the Restated Master Lease Agreement (the "Lease") dated June 3, 2025 by and between the City of Big Spring (the "City") and The GEO Group, Inc. ("GEO")

Dear Mayor Moore:

As was discussed, both parties agree that the Airpark Facility has little commercial value given the long age of the predominately wooden structure. GEO agrees to demolish Airpark, with the exception of the administrative office portion, and remove the debris from the site.

Accordingly, the lease needs to be amended as follows:

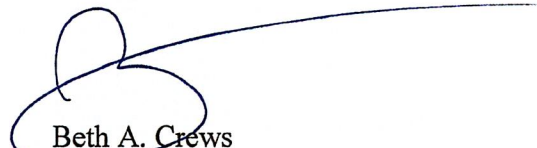
- The fixed Base Rent shall remain at \$41,593.86 per month.
- The Administrative Fee for one month, for one property shall be \$83,333.34 (\$1 million per year) commencing when one detainee/inmate is present at one property (either Flightline or Cedar Hill) any part of one month (a property is then said to be activated for that month).



- The Administrative Fee for one month, for two properties (Flightline and Cedar Hill) shall be increased to \$166,666.67 (\$2 million per year) commencing when detainees/inmates are present at both properties (Flightline and Cedar Hill) any part of one month (the two properties are then said be activated for that month).
- The lease term shall be extended to January 1, 2057.

We value our relationship and future with the City and are committed to ensuring a smooth and orderly transition regarding Airpark. Please do not hesitate to contact Richard Long at 561-999-7378 or riclong@geogroup.com to discuss any questions or to schedule a meeting at your convenience.

Respectfully,



Beth A. Crews
EVP, Deputy General Counsel

cc: George C. Zoley (via hand delivery)
Amber Martin (via email)
Richard Long (via email)

AMENDED AND RESTATED MASTER LEASE AGREEMENT

THIS AMENDED AND RESTATED MASTER LEASE (the “**Master Lease**”) is entered into this ____ day of ____ 2026 (the “**Effective Date**”), by and between the City of Big Spring, a Texas municipal corporation whose principal address is 310 Nolan Street, Big Spring, TX 79720 (sometimes “**LESSOR**”), and The GEO Group, Inc., a Florida corporation, and its subsidiary Municipal Corrections Finance, L.P., a Delaware limited partnership, whose principal addresses are 4955 Technology Way, Boca Raton, FL 33431 (sometimes “**LESSEE**”) (individually, sometimes a “**PARTY**,” and together, as **LESSOR AND LESSEE** and sometimes the “**PARTIES**”). This Master Lease supersedes and replaces in the entirety and in every respect any and all prior agreements between **LESSOR** and any and all of the following: The GEO Group, Inc., Municipal Corrections Finance, L.P., and/or Cornell Corrections of Texas, Inc., a subsidiary of The GEO Group, Inc.

ARTICLE I. LEASED PREMISES

The properties subject to this Master Lease are set forth in **Exhibit A**, and are consolidated and incorporated by reference into, and governed by, this Master Lease. The properties subject to this Master Lease may sometimes be referred to as the “**Leased Premises**” or, alternatively, the “**Property**” or “**Properties**.”

Airpark, as described in Exhibit A-1, with the exception of the administrative office portion, shall be demolished by LESSEE at LESSEE's sole cost and expense. LESSEE shall remove all demolition debris and complete all demolition, environmental compliance, abatement, site restoration, and related work required by this Lease and applicable law.

For purposes of this Master Lease, Airpark shall remain a portion of the Leased Premises until Substantial Completion of the demolition work. Upon Substantial Completion of the demolition work and delivery to LESSOR of all documentation required by this Lease, Airpark shall automatically be removed from the Leased Premises without further action of the parties and LESSEE's leasehold interest in Airpark shall terminate.

"Substantial Completion" means completion of demolition of all Airpark improvements required to be demolished under this Lease, removal of demolition debris, completion of all legally required environmental abatement and remediation work, and issuance of any final approvals, releases, or inspections required by applicable governmental authorities for closure of the demolition project.

Failure by LESSEE to achieve Substantial Completion of demolition within eighteen (18) months of the Effective Date shall constitute a material default under Article XIV. **ARTICLE II. TERMINATION DATE OF MASTER LEASE / EXISTING LEASES**

This Master Lease shall terminate on January 31, 2057, (the “**Termination Date**”), unless earlier terminated by either **PARTY** pursuant to the termination terms and provisions set forth herein, with the period of time between the Effective Date until the Termination Date referred to as the “**Term**.”

ARTICLE III. BASE RENT

LESSEE shall pay **LESSOR** a fixed Base Rent of **\$41,593.86 per month** for the following Leased Premises and use of the Properties throughout the Term: A. Intentionally Removed; B. Flightline; C. Cedar Hill; D. South Equipment Yard; E. Parking (One Acre); F. Parking (1.67 Acres); G. Bunker #58; H. Bunker #59; I. Building 49; J. Building 35; K. Buildings 64 A and B.

The monthly Base Rent for the Leased Premises will increase annually by two percent (2%) throughout the Term. Such increase shall occur on April 1 of each year starting in 2027.

“Rent” shall mean the Base Rent plus any other amounts of money payable by **LESSEE** to **LESSOR**, including the Administrative Fee.

ARTICLE IV. ADMINISTRATIVE FEE

In consideration for the Master Lease, in addition to the Base Rent payable under the provisions of this Master Lease, and in lieu of any other administrative fees agreed to be paid by **LESSEE** to **LESSOR** in the Existing Leases or in any other related agreements that may have been previously entered into by and between the **PARTIES**, **LESSEE** covenants that it will pay **LESSOR** a monthly Administrative Fee for any month, or part thereof, for a Property with occupancy holding one or more individuals in a government agency’s custody (each a “Detainee”) pursuant to a contract between **LESSEE** and a government agency if allowed as a Permitted Use, as follows:

The **LESSEE**’s obligation to pay the Administrative Fee for one month for one Property commences when one Detainee is present at one Property for any part of one month (a property is then said to be activated for that month).

- A. If only one of the B or C Properties is activated for a Permitted Use, the Administrative Fee is \$83,333.34 per month (\$1,000,000 per year).
- B. If both B and C Properties are activated for a Permitted Use, the Administrative Fee is \$166,666.67 per month (\$2,000,000 per year).

The monthly Administrative Fee for each Property will increase annually by two percent (2%) over the amount payable per month during the prior year if activated. Such increase shall incur on April 1 of each year starting in 2027.

If a contract is terminated and a property is deactivated, the **LESSEE** covenants that it will pay **LESSOR** the monthly Administrative Fee until the last Detainee leaves the government agency’s custody on that Property.

The monthly Administrative Fee set forth herein supersedes and replaces any other Administrative Fee related to the use of the Leased Premises by **LESSEE** under any other Lease or Agreement between the **PARTIES**.

ARTICLE V. PERMITTED USE

Properties B, and C: Properties B and/or C may be used by **LESSEE** for the provision of correctional or detention services under a contract with a government agency, including but not

limited to the United States Department of Homeland Security (DHS), United States Immigration and Customs Enforcement (ICE), the United States Marshals Service (USMS), or such other local, state, or federal agency authorized by law to make arrests and detain persons in the agency's custody. **LESSEE** may not use the Leased Premises for any other purpose without the prior written consent of **LESSOR**. Approval of an amendment to this Master Lease for a new permitted use that is a lawful use under the laws of the United States and the State of Texas may not be unreasonably withheld.

Property D: Outdoor storage.

Properties E and F: Parking.

Properties G, H, and I: Storage and warehousing.

Property J: Offices, storage, warehousing, and parking.

Property K: Training, offices, storage, warehousing, automotive maintenance, and parking.

Notwithstanding these provisions of Article V, **LESSOR** has the unilateral right, at its sole discretion, upon sixty (60) days prior written notice, to remove Properties G and H from this Master Lease; **LESSOR** and **LESSEE** agree to amend this Master Lease accordingly upon such removal. **LESSEE** has the unilateral right of first refusal to maintain Properties G and H as part of this master agreement.

ARTICLE VI. LESSEE'S INSURANCE

Coverage Required.

LESSEE shall maintain in full force and effect at all times during the Term of this Master Lease, at **LESSEE**'s sole cost and expense, for the protection of **LESSEE** and **LESSOR**, as their interests may appear, policies of insurance issued by a carrier or carriers reasonably acceptable to **LESSOR** and its lender(s) which afford the following coverages: (i) worker's compensation in an amount equal to the statutory required limits; (ii) commercial general liability on an occurrence basis; (iii) professional liability insurance (Errors & Omissions) for staff engaged in security, medical, and correctional or detention services; and (iv) property insurance providing coverage against any and all claims for bodily injury and property damage occurring in, on or about the Properties arising out of **LESSEE**'s and **LESSEE**'s representatives' use and/or occupancy of the Properties. Liability insurance shall include coverage for fire damage, premises, personal injury, completed operations, products liability, automobile, personal and advertising. Such insurance shall have limits as reasonably requested by **LESSOR** and as are usually and customarily required for facilities such as the Properties and shall include risks customarily provided in property damage insurance, including without limitation, sprinkler leakage, boiler and machinery comprehensive form, if applicable, covering damage to or loss of any personal property, trade fixtures, inventory, fixtures and equipment located in, on or about the Properties, and in addition, coverage for flood, earthquake, and business interruption of **LESSEE**, together with, if the property of **LESSEE**'s invitees is to be kept in the Properties, warehouse's legal liability or bailee customers insurance for the full replacement cost of the property belonging to invitees and located in the Properties.

Policies. All insurance policies shall be written with insurance companies acceptable to **LESSOR** with a minimum A.M. Best rating of AVII. All insurance policies shall be endorsed to add **LESSOR** as an additional insured and loss payee and shall provide that they may not be terminated or modified without thirty days advance written notice to **LESSOR** and its mortgagee, if any.

Subrogation. In this subsection, the term “**LESSOR PARTIES**” shall mean officers, agents, employees, partners, successors, assigns, official, agent, beneficiary, assignee, contractor, director, lessor, mortgagee, parent, partner, shareholder and trustee of **LESSOR**. **LESSEE** and **LESSOR** each hereby release and relieve the other and waive their entire right of recovery against the other for loss or damage arising out of or incident to the perils insured against under these Articles VI and VII, which perils occur in, on, or about the Premises, whether due to the negligence of **LESSOR**, **LESSOR PARTIES**, **LESSEE**, or any of their agents, employees, contractors, and/or invitees. **LESSEE** and **LESSOR** shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease. Each party will share its notification with the other party.

Miscellaneous Insurance Provisions. **LESSOR** and **LESSEE** further agree as follows: (i) any and all deductibles on **LESSEE**’s or **LESSOR**’s referenced insurance coverages shall be borne by **LESSEE** and **LESSOR**, respectively; (ii) **LESSEE** expressly understands and agrees that any insurance maintained by **LESSOR** shall apply in excess of and not contribute with insurance provided by the **LESSEE** under the Master Lease; and (iii) all insurance companies shall have a Best rating of not less than A-VII, or an equivalent rating in the event Best ceases to exist or provide a rating.

LESSOR’s Insurance. **LESSOR** shall, at its sole cost, procure and maintain insurance of the types and amounts that is customarily in such amounts as **LESSOR** reasonably determines.

ARTICLE VII. INDEMNITY AND WAIVER

LESSEE shall not do or permit any act or thing to be done or omit to do any act or thing upon the Properties which may subject **LESSOR** to liability or responsibility for injury, or damage to persons or property, or to any liability by reason of any violation of any applicable federal or state laws or standards, and shall exercise such control over the Properties so as to fully protect **LESSOR** against any such liability. **LESSEE** shall defend, indemnify and save **LESSOR**, and any officers, agents, employees, partners, successors, assigns, official, agent, beneficiary, assignee, contractor, director, lessor, mortgagee, parent, partner, shareholder and trustee of **LESSOR** together with their representatives, successors and assigns (each an “**Indemnified Party**”) harmless from and against any and all liabilities, suits, judgments, settlements, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, engineers’, architects’ and attorneys’ fees, court costs and disbursements, which may be imposed upon or incurred by or asserted against any Indemnified Party by reason of any one or more of the following occurring during or after (but attributable to a period of time falling within) the Term: (i) any alteration, repair, condition, maintenance or management of the Properties by **LESSEE**, not approved by **LESSOR**; (ii) any act or failure to act on the part of **LESSEE**; or (iii) any accident, injury (including death) or damage to any person or property occurring in, on or about the Properties or any part thereof as a result of willful or gross negligence of **LESSEE**.

ARTICLE VIII. NON-WAIVER OF GOVERNMENTAL IMMUNITY

The City of Big Spring, a Texas municipal corporation, 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.

Nothing in this Master Lease 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.

Nothing in this Master Lease 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.

ARTICLE IX. QUIET ENJOYMENT

LESSOR covenants that **LESSEE**, on paying the Rent and all other charges payable by **LESSEE** hereunder, and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of **LESSEE** to be kept, observed and performed, all of which obligations of **LESSEE** are independent of **LESSOR**'s obligations hereunder, shall, during the Term, peaceably and quietly have, hold and enjoy the Properties subject to the terms, covenants, conditions, provisions and agreement hereof free from hindrance by **LESSOR** or any person claiming by, through or under **LESSOR**. **LESSOR** retains the right to enter the Leased Premises from time to time, upon at least two (2) days prior notice to **LESSEE** and approval by **LESSEE**'s client for the purpose of inspecting the Leased Premises, ensuring compliance with the terms of this Master Lease, or fulfilling any governmental or regulatory obligations applicable to **LESSOR**. If approved by **LESSEE**'s client, **LESSOR** shall conduct any such entry and activities in a manner that minimizes disruption to **LESSEE**'s use and enjoyment of the Leased Premises. In the event the **LESSEE**'s client does not approve **LESSOR**'s entry for the purposes detailed above, **LESSEE** with work cooperatively with **LESSOR** to provide the information requested by the **LESSOR**. If the requested information belongs to the **LESSEE**'s client, that information would only be shared if approved by **LESSEE**'s client.

ARTICLE X. SUBLEASE

LESSEE may not sublease to another party sublet any of the Leased Premises except by Amendment, which Amendment shall not be unreasonably withheld, conditioned or delayed.

ARTICLE XI. DAMAGE OR DESTRUCTION OF PREMISES

Notice. If any portion of the Leased Premises, including any buildings, structures, or other improvements (collectively, the "Improvements"), is damaged or destroyed by fire, storm, flood, or other casualty (a "Casualty"), **LESSEE** shall promptly notify **LESSOR** in writing of the nature and extent of the damage.

Determination of Damage and Remedies.

- A. Partial Damage; No Material Impact on Permitted Use.** If the Casualty damages only part of the Improvements, does not materially impair **LESSEE**'s ability to use the Leased

Premises for the Permitted Use, and can be reasonably repaired within 90 days, the Master Lease shall continue in full force and effect. **LESSEE** shall, at its expense, restore the affected portion of the Leased Premises to substantially the same condition as before the Casualty, subject to any changes required by law. Base Rent and Administrative Fees shall abate proportionally during the period of repair to the extent **LESSEE**'s use is impaired.

B. Partial Damage; Material Impact on Permitted Use. If the Casualty damages part of the Improvements but materially impairs **LESSEE**'s ability to use any of the Properties for the Permitted Use, **LESSEE** shall, within 30 days of receiving notice of the Casualty, determine whether restoration to the extent required to remove the material impact on Permitted Use is feasible within 180 days.

1. If restoration is feasible within such time, **LESSEE** shall promptly commence repairs, and Base Rent and Administrative Fees shall abate reasonably for the building impacted by damage that has a material impact of permitted use during the repair period.
2. If restoration is not feasible within such time, **LESSEE** and **LESSOR** shall amend the Master Lease to exclude the affected Properties.

C. Total Destruction or Complete Impairment of Permitted Use. If the Casualty results in the total destruction of the Improvements or renders the Leased Premises completely unusable for its permitted use, **LESSEE** may terminate this Master Lease by providing written notice within thirty (30) days of the Casualty. If **LESSEE** does not elect to terminate, **LESSEE** shall, at its expense, restore the Leased Premises to substantially the same condition as before the Casualty within a commercially reasonable time, subject to any changes required by law. In the event **LESSEE** elects to terminate this Master Lease or any Addendum hereto, all applicable property insurance proceeds shall be allocated between **LESSOR** and **LESSEE**. The allocation shall be based on a yearly proration over a 22-year period (e.g., if the condemnation occurs in year three of the Term, **LESSOR** will receive 3/22nds of the proceeds and **LESSEE** will receive 19/22nds of the proceeds).

ARTICLE XII. CONDEMNATION

Condemnation. If during the Term, including any extension thereof, all or any part of the Properties should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, **LESSEE AND LESSOR** shall either (1) terminate this Master Lease; or, in the event of a partial taking, (2) amend this Master Lease by removing the condemned Properties, or restore and reconstruct the building and other improvements situated on the Properties to make them reasonably tenantable and suitable for the uses for which the Properties are leased to the extent of the entire condemnation award to both **LESSOR** and **LESSEE**.

Proceeds. All condemnation proceeds shall be allocated between **LESSOR** and **LESSEE**. The allocation shall be based on a yearly proration over a 22-year period (e.g., if the condemnation occurs in year three of the Term, **LESSOR** will receive 3/22nds of the proceeds and **LESSEE** will

receive 19/22nds of the proceeds). Termination of this Master Lease shall not affect the rights of the respective **PARTIES** to such awards.

ARTICLE XIII — MAINTENANCE, REPAIRS, AND ALTERATIONS

A.

A.01. Maintenance by LESSEE. **LESSEE** shall at all times during the Term of this Master Lease keep the Leased Premises (including maintenance of exterior entrances and all glass and show window moldings) and all partitions, doors, doorjambs, door closures, door hardware, fixtures, equipment, and appurtenances thereof (including electrical, lighting, heating, plumbing and plumbing fixtures, and any air-conditioning systems, including leaks around ducts, pipes, vents, or other parts of the air-conditioning, heating, or plumbing systems which protrude through the roof) in good order, condition, and repair including replacements (and reasonable periodic interior painting). **LESSEE** shall also repair any damages to the structural portions of the roof and the Building resulting from **LESSEE's** negligent acts or omissions or anyone acting by or through or claiming under **LESSEE** as a result of the failure of **LESSEE** or any one claiming under **LESSEE** and perform or observe the covenants or conditions in this Lease contained or resulting from alterations, additions, or improvements to the Leased Premises made by **LESSEE** or anyone claiming under or acting by or through **LESSEE**. **LESSEE** shall maintain, repair, and replace the roof and the roof membrane, the exterior walls, and the structural portions of the Building and the Building Complex, and shall periodically paint the exterior walls of the Building from time to time. **LESSEE** shall repair and replace plumbing, utility, and/or sewer lines and mains which service the Leased Premises.

A.02. Maintenance by LESSOR. If **LESSEE** refuses or neglects to maintain or repair the Leased Premises as required hereunder to the reasonable satisfaction of **LESSOR** as soon as is reasonably practicable within thirty (30) days after written demand from **LESSOR**, **LESSOR** shall have the option, but not the obligation, to make such repairs without liability to **LESSEE** for any loss or damage that may accrue to **LESSEE's** merchandise, fixtures, or property, or to **LESSEE's** business thereof, and upon completion thereof, **LESSEE** shall pay **LESSOR's** cost for making such repairs, plus twenty-five percent (25%) for overhead, upon presentation of a bill therefor, as Additional Rent.

A.03. Alterations, Additions, and Improvements. Subject to Article XIII(B), **LESSEE** shall be entitled to make any non-structural alterations, additions, or improvements to the Properties without the prior written consent of **LESSOR**, following submission of a description of such planned non-structural alterations to **LESSOR**; consent for structural alterations, additions, or improvements shall only be made with the written consent of **LESSOR**, which consent shall not be unreasonably withheld, conditioned or delayed..

B. Bonds. Pursuant to Section 2252.909, Texas Government Code (Acts 2023, 88th Leg., Ch. 1008 [H.B. 2518], § 1), for construction, alteration, demolition, or repair of an Improvement to the Properties involving the **LESSEE** and **LESSEE's** contractor, **LESSEE** must require **LESSEE's** contractor to:

1. Execute a payment bond that conforms to Subchapter I, Chapter 53, Texas Property Code;

2. Execute a performance bond in an amount equal to the amount of the contract for the protection of the **LESSOR** and conditioned on the faithful performance of the contractor's work in accordance with the plans, specifications, and contract documents; and

3. Provide to the **LESSOR** a notice of commencement consistent with this Section at least ninety (90) days before the date the construction, alteration, or repair of any Improvement to the Properties begins. Such notice of commencement must:

- a. State the full legal name of the contractor and official street address for its headquarters;
- b. Identify the public property where the work will be performed;
- c. Describe the work to be performed;
- d. Include copies of the payment bond and the performance bond required under this section; and
- e. Include a written acknowledgement signed by the contractor stating that copies of the required performance and payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

On or before the 10th day after the date **LESSOR** receives a notice of commencement for the construction, alteration, or repair of an improvement to the Properties as required herein, if **LESSOR** deems that **LESSEE** and/or **LESSEE's** contractor are not in substantial compliance with this Section, **LESSOR** may notify **LESSEE** that the construction, alteration, or repair may not proceed and will provide written justification for such notice.

4. The duties of **LESSEE** under Article XIII(B) shall be interpreted to be no more restrictive than that of the statute.

5. Failure by the **LESSEE** to comply with this Article XIII(B) for repairs of up to \$50,000 per occurrence in cost shall not be deemed nor construed to constitute a breach of this Master Lease, but shall have the same effect as **LESSEE** indemnifying, defending, and holding harmless **LESSOR** for any liability **LESSOR** may thereby accrue under Section 2252.909, Government Code, and/or Section 2253.027, Government Code (Acts 2023, 88th Leg., Ch. 1008 [H.B. 2518], § 2).

C. Asbestos.

1. Acknowledgment. **LESSEE** acknowledges that the Premises may contain asbestos-containing materials ("**ACM**") or presumed asbestos-containing materials ("**PACM**"). **LESSOR** makes no representation or warranty regarding the presence, absence, location, or condition of any **ACM** or **PACM** at the Premises. **LESSEE** accepts the Premises in their existing condition and assumes responsibility for determining whether **ACM** or **PACM** may be affected by **LESSEE's** activities.

2. Compliance with Law. LESSEE shall not disturb, remove, repair, encapsulate, renovate, demolish, or otherwise affect any ACM or PACM except in strict compliance with all applicable federal, state, and local laws, regulations, permits, and asbestos-control requirements. Any such work shall be performed at LESSEE's sole cost and expense by properly licensed and qualified contractors as required by law.

3. No Obligation to Abate. Nothing in this Lease shall require LESSOR to investigate, remove, remediate, encapsulate, monitor, or abate any ACM or PACM except to the extent required by applicable law.

4. Notice of Noncompliance. LESSEE shall promptly notify LESSOR if LESSEE becomes aware of (a) any release of asbestos fibers requiring governmental notification under applicable law, (b) any citation, notice of violation, enforcement action, or regulatory investigation relating to ACM or PACM at the Premises, or (c) any disturbance of ACM or PACM that was not performed in compliance with applicable law.

5. Indemnity. LESSEE shall defend, indemnify, and hold harmless LESSOR from and against any claim, liability, penalty, fine, cost, or expense arising out of LESSEE's disturbance, handling, removal, remediation, transportation, or disposal of ACM or PACM, except to the extent caused by the gross negligence or willful misconduct of LESSOR.**D. Demolition of Airpark Improvements.**

1. Compliance with Laws. LESSEE shall conduct all demolition activities in strict compliance with all applicable federal, state, and local laws, regulations, ordinances, permits, orders, directives, and governmental requirements, including without limitation environmental, occupational safety, transportation, waste-disposal, air-quality, and public-health requirements.

2. Permits. LESSEE shall obtain and maintain all governmental permits, approvals, notifications, inspections, licenses, and authorizations required for demolition activities and shall provide copies thereof to LESSOR upon request.

3. Contractors. All demolition, environmental, abatement, remediation, transportation, disposal, and related work shall be performed by properly licensed, qualified, and insured contractors and subcontractors authorized to perform such work under applicable law.

4. Workers' Compensation, Insurance, Bonds. LESSEE shall require all contractors and subcontractors performing demolition-related work to maintain workers' compensation insurance meeting all applicable statutory requirements, employer's liability insurance, commercial general liability insurance, automobile liability insurance, and such other insurance as may be required by law. Prior to commencement of demolition activities, LESSEE shall provide LESSOR with certificates of insurance evidencing such coverage and shall provide updated certificates upon renewal of such policies. Prior to commencement of demolition, LESSEE shall provide LESSOR copies of all payment bonds and performance bonds relating to the demolition work.

5. Environmental Assessment and Abatement. Prior to demolition, LESSEE shall perform all inspections, surveys, testing, assessments, and evaluations required by law for

asbestos-containing materials, presumed asbestos-containing materials, lead-based paint, mold, PCBs, hazardous substances, hazardous waste, regulated materials, and other environmental conditions that may require special handling, notification, abatement, remediation, transportation, or disposal.

6. Abatement and Disposal. Any hazardous materials, asbestos-containing materials, presumed asbestos-containing materials, lead-containing materials, mold-contaminated materials, regulated waste, or other materials requiring special handling shall be removed, remediated, transported, and disposed of in accordance with applicable law and permit requirements.

7. Documentation. Upon completion of demolition, LESSEE shall provide LESSOR copies of all final inspections, clearance reports, waste manifests, disposal records, environmental closure documents, and other material records reasonably requested by LESSOR demonstrating compliance with applicable law.

8. Indemnity. LESSEE shall defend, indemnify, and hold harmless LESSOR and its officers, officials, employees, agents, successors, and assigns from and against any and all claims, liabilities, fines, penalties, damages, losses, costs, expenses, remediation costs, and attorneys' fees arising out of or relating to demolition activities, environmental conditions disturbed or encountered during demolition, contractor activities, or LESSEE's failure to comply with this Section, except to the extent caused by the gross negligence or willful misconduct of LESSOR. The obligations of this Section shall survive termination of this Lease and termination of LESSEE's leasehold interest in Airpark.

9. Condition Precedent to Airpark Leasehold Interest Termination. The termination of LESSEE's leasehold interest in Airpark is expressly conditioned upon Substantial Completion of the demolition work. Until such Substantial Completion occurs, Airpark shall remain part of the Leased Premises and all provisions of this Lease shall remain fully applicable thereto, including without limitation the insurance, indemnity, hazardous materials, maintenance, inspection, default, and environmental provisions of this Lease.

ARTICLE XIV - DEFAULT

Lessor Default. Defaults by LESSOR are failing to comply with any provision of this Master Lease within thirty days after written notice. LESSEE's remedies for LESSOR's default are to sue for damages and terminate this Master Lease. LESSEE may not terminate under this paragraph while in arrears for Rent.

Lessee Default. Defaults by LESSEE are (a) failing to pay Rent timely, (b) abandoning the Leased Premises or vacating a substantial portion of the Properties, and (c) failing to comply within thirty (30) days after written notice with any provision of this Master Lease other than the defaults set forth in (a) and (b), unless LESSEE is actively working to cure the Default within a reasonable time. LESSOR's remedies for LESSEE's default, upon notice and termination of the applicable notice period, are to (a) enter and take possession of the Properties and sue for Rent as it accrues; (b) enter and take possession of the Leased Premises, after which LESSOR may relet the Leased Premises on behalf of LESSEE and receive the Rent directly by reason of the reletting, and LESSEE agrees to reimburse LESSOR for any expenditures made in order to relet; (c) enter the

Leased Premises and perform **LESSEE's** obligations; and (d) terminate this Master Lease by written notice and sue for damages. **LESSOR** may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out **LESSEE** or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages. **LESSEE** shall promptly address and remedy any such conditions upon discovery or notice by **LESSOR**, any regulatory authority, or any other party. **LESSOR**, upon two (2) days written notice, reserves the right to inspect the Properties to ensure compliance with this provision, provided that such inspections are conducted in accordance with applicable laws and regulations.

Failure to maintain the Properties in accordance with the ordinances of the City, including the Property Maintenance Code of Big Spring at Section 36-1, Big Spring City Code, as may be amended, this provision shall constitute a material breach of this Master Lease. In the event of such a breach, **LESSOR** may, at its sole discretion, take corrective action at **LESSEE's** expense, pursue any remedies available under this Master Lease or applicable law, or both, only upon proper notice and only if **LESSEE** is not actively working to cure the Default within a reasonable time.

Other Remedies.

All waivers must be in writing and signed by an authorized representative of the waiving **PARTY**. No waiver by any **PARTY** shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, covenant, condition, power, or privilege arising from this Master Lease shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, covenant, condition, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. **LESSOR's** failure to enforce any provisions of this Master Lease or its acceptance of late installments of Rent will not be a waiver and will not estop **LESSOR** from enforcing that provision or any other provision of this Master Lease in the future. The acceptance of Rent shall not be construed to be a waiver of any breach or condition of this Master Lease.

If **LESSEE** is in arrears on the payment of Rent and **LESSOR** has terminated **LESSEE's** possession, **LESSOR** may sue **LESSEE** for Rent as it accrues and periodically take judgments without prejudice to sue for Rent that may accrue in the future. **LESSOR** has a duty to mitigate Rent as follows: within thirty days of **LESSOR** taking possession: (i) make **LESSOR's** inventory available to area brokers on a monthly basis, (ii) advertise the Leased Premises for lease in a suitable trade journal, online forum such as CoStar, or newspaper in the county or region where the Leased Premises are located at least once per month, and (iii) show the Leased Premises to prospective lessees who request to see it. **LESSOR** is only under a duty to show the Leased Premises as built and for the remainder of the Term of this Master Lease. If **LESSOR** has made these mitigation efforts, **LESSOR** and **LESSEE** agree that **LESSOR** has made objectively reasonable efforts to mitigate the loss of Rent as a result of the default of **LESSEE**.

If **LESSEE** defaults, **LESSOR** may use any Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by **LESSOR** as a result of the default.

ARTICLE XV. MISCELLANEOUS

A. Tenancy at Will. If LESSEE does not vacate the Leased Premises following termination of this Master Lease, LESSEE will become a tenant at will and must vacate the Leased Premises on receipt of notice from LESSOR. No holding over by LESSEE, whether with or without the consent of LESSOR, will extend the Term.

B. Bankruptcy; Insolvency. LESSEE shall be in material default if LESSEE files a petition in bankruptcy or is adjudicated as bankrupt, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future Law, or makes an assignment for the benefit of creditors, or if any trustee, receiver, or liquidator of LESSEE or of all or any substantial part of its properties or of the Properties shall be appointed in any action, suit, or proceeding by or against LESSEE and such proceeding or action shall not have been dismissed within ninety (90) days after such filing or appointment.

C. Mediation. LESSOR and LESSEE agree to mediate in good faith before filing a suit for damages. If the parties are not able to mediate in good faith among themselves, mediation shall occur in Big Spring, Texas, administered by the American Arbitration Association under its Commercial Mediation Procedures.

D. Venue; Jurisdiction. Any legal suit, action, or proceeding arising out of or based upon or relating to this Master Lease or the transactions contemplated hereby shall be exclusively filed and adjudicated in state courts sitting in Howard County, Texas, and appellate courts thereof. Each PARTY irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by certified mail shall be effective service of process for any suit, action, or other proceeding brought in any such court. The PARTIES irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. Each PARTY agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

E. Choice of Law. This Master Lease, and all claims or causes of action (whether in contract, implied contract, tort, equity or statute) that may be based upon, arise out of or relate to this Master Lease, or the negotiation, execution, or performance of this Master Lease (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Master Lease or as an inducement to enter into this Master Lease), shall be governed by, and enforced in accordance with, the internal laws of the State of Texas, including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

F. Merger. This Master Lease and its exhibits, and the property descriptions in Howard County real property records as stated in Exhibit A are the entire agreement of the PARTIES concerning the Master Lease of the Leased Premises by LESSOR to LESSEE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS ABOUT THE COMMERCIAL SUITABILITY, PHYSICAL CONDITION, LAYOUT, FOOTAGE, EXPENSES, OR OPERATION OF THE LEASED PREMISES OR ANY OTHER MATTER AFFECTING OR RELATING TO THE LEASED PREMISES AND THIS AGREEMENT, EXCEPT AS

SPECIFICALLY SET FORTH IN THIS MASTER LEASE. AS AN INDUCEMENT TO LESSOR TO ENTER INTO THIS MASTER LEASE, LESSEE EXPRESSLY ACKNOWLEDGES AND WARRANTS THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND LESSEE IS NOT RELYING ON ANY REPRESENTATION, WARRANTY, OR PROMISE NOT CONTAINED IN THIS MASTER LEASE AND ANY EXHIBITS, ADDENDA, AND RIDERS.

G. Amendment of Master Lease. This Master Lease may be amended only by an instrument in writing signed by LESSOR and LESSEE.

H. Exclusive Negotiation for Modified Terms Due to Governmental Changes. In the event that changes in applicable laws, regulations, governmental policies, or other governmental circumstances materially affect or restrict LESSEE's ability to use the Leased Premises for the Permitted Use, LESSEE agrees to negotiate exclusively with LESSOR in good faith to enter into a new lease or lease amendment that authorizes alternative lawful uses of the Leased Premises. Such negotiations shall be conducted with the intent of maintaining LESSEE's tenancy on the same Leased Premises under terms and conditions mutually agreeable to both PARTIES, subject to compliance with all applicable laws and regulations.

I. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF SUITABILITY, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS MASTER LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS MASTER LEASE.

J. Severability. If any term, provision, covenant, or restriction of this Master Lease becomes invalid, void, unlawful, illegal, or unenforceable, all other terms, provisions, covenants, and restrictions of this Master Lease remain in full force and effect.

K. Cumulative Remedies. All rights and remedies provided in this Master Lease are cumulative and not exclusive, and the exercise by either PARTY of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the PARTIES, or otherwise.

L. Force Majeure. No PARTY shall be liable or responsible to the other PARTY, nor be deemed to have defaulted under or breached this Master Lease, for any failure or delay in fulfilling or performing any term of this Master Lease, 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 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. In this subsection, the term "invasion" is limited to a military offensive.

M. Successors and Assigns. This Master Lease shall be binding upon and shall inure to the benefit of the PARTIES hereto and their respective permitted successors and permitted assigns.

N. No Third-Party Beneficiaries. This Master Lease is for the sole benefit of the PARTIES hereto and their respective successors and permitted assigns and nothing herein, express or

implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Master Lease.

O. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the **PARTIES** hereto or an employer/employee or agency relationship. Neither **PARTY** hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other **PARTY** or to bind the other **PARTY** to any contract, agreement, or undertaking with any third party.

P. Counterparts. This Master Lease 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.

Q. Hazardous Materials. Exhibit C on Hazardous Materials is hereby attached and incorporated into this Master Lease.

R. Law.

In this subsection, "Superior Instruments" shall mean any reciprocal easement, covenant, restriction, restriction of easement, indenture, or other agreement of record affecting the Leased Premises as of the date of this Master Lease or subsequent thereto.

R.01. UNLAWFUL USE OF PREMISES.

LESSEE covenants and agrees that it shall not engage in any unlawful use of the Leased Premises. **LESSEE** further agrees that it shall not permit its officers, agents, servants, employees, contractors, or subcontractors to engage in any unlawful use of the Leased Premises and **LESSEE** immediately shall remove from the Leased Premises any person engaging in such unlawful activities. Unlawful use of the Leased Premises by **LESSEE** itself shall constitute an immediate breach of this Master Lease, subject to the notice and cure periods set forth herein.

R.02. COMPLIANCE WITH LAWS.

LESSEE agrees to comply with all federal law including but not limited to the International Covenant on Civil and Political Rights as ratified; Superior Instruments, state law; and local laws, including but not limited to ordinances adopted by the City Council pertaining to the conduct required at airports owned and operated by the City, as such laws, ordinances exist or may hereafter be amended or adopted, provided such new City laws do not solely affect **LESSEE** negatively. If **LESSOR** notifies **LESSEE** of any violation of such laws **LESSEE** shall immediately desist from and correct the violation.

R.03. NONDISCRIMINATION, AIRPORT PROTECTION, AND SUBORDINATION

Exhibit "B" is attached hereto and hereby made a part of this Master Lease for all purposes, and is applicable to all Leased Properties except Property C.

S. Additional Warranty. Each **PARTY** to this Master Lease warrants that it has the power and authority to enter into this Master Lease, including any authority necessary to act on behalf of subsidiary companies, and that all documents executed and delivered pursuant to this Master Lease 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 Master Lease.

T. Patriot Act. **LESSEE** represents that it is not, and shall not during the Term become, a person or entity with whom **LESSOR** is restricted from doing business under the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act" and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto, including without limitation, persons and entities named on the Office of Foreign Asset Control Specially Designated nationals and Blocked Persons List (collectively, "Prohibited Persons"). **LESSEE** represents that to the best of its knowledge, **LESSEE** is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Leased Premises. **LESSEE** covenants that it will not in the future during the Term engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Leased Premises. Breach of any of these representations and covenants constitutes a material breach of this Master Lease and shall entitle **LESSOR** to any and all remedies thereunder, or at law or in equity.

U. Notices. Any notice required or permitted under this Master Lease must be in writing. Any notice required by this Master Lease will be deemed to be given (whether received or not) the earlier of receipt or five business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Master Lease. Notice may also be given by regular mail, personal delivery, or nationally recognized courier delivery and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

V. Interpretation. For purposes of this Master Lease, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Master Lease as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Master Lease; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Master Lease shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Master Lease to the same extent as if they were set forth verbatim herein.

<signature page to follow>

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Master Lease as of the day and year first above written.

LESSEE

THE GEO GROUP, INC., a Florida corporation

Daniel H. Ragsdale, SVP
Contracts Administration and Compliance

**MUNICIPAL CORRECTIONS
FINANCE, L.P.**, a Delaware limited partnership

Daniel Rebeor, VP Real Estate

LESSOR

CITY OF BIG SPRING, a Texas municipal corporation

Todd Darden
City Manager

APPROVED AS TO FORM ONLY

Andrew W. Hagen
City Attorney

EXHIBIT A

Property A: Intentionally Removed.

Property B: That certain real property being a 22.798-acre tract out of the W/2 of Section 3, Block 33, T 1 S, T & P RR. Co. Survey, Howard County, Texas; more fully described in a deed recorded at Volume 10, Pages 155 through 158 in the real property records of Howard County, Texas and which was subject to the following agreements, which are now null and void: (1) that certain Lease (“**Flightline Base Lease**” and, together with documents 2-4 of this paragraph, the “**Flightline Agreements**”), dated February 18, 1994, entered into between the City of Big Spring, a municipal corporation of the State of Texas as lessor and Ed Davenport as lessee, (2) that certain Lease Amendment (“**Flightline Base Lease Amendment**”), undated but effective October 1, 1994, between the City of Big Spring, a municipal corporation of the State of Texas as lessor and Ed Davenport as lessee, (3) that certain Amended Sublease Agreement – Flightline Unit (“**Amended Flightline Sublease**”), dated July 1, 1996, between Ed Davenport as sublessor and the City of Big Spring, Texas, a municipal corporation as sublessee, and (4) that certain Secondary Sublease Agreement – Flightline Unit (“**Flightline Secondary Sublease**”), dated July 1, 1996, between the City of Big Spring, Texas, a municipal corporation and Ed Davenport.

Property C: That certain real property being a 30.0-acre tract out of Section 11, Block 33, T-1-S, T & P RR. Co. Survey, Howard County, Texas; more fully described in a deed recorded at Volume 10, Pages 282 through 284 in the real property records of Howard County, Texas and which was subject to that certain Lease, which is now null and void, (“**Cedar Hill Lease**”) dated May 7, 1997, between the City of Big Spring, a municipal corporation of the State of Texas as lessor and Cornell Corrections of Texas, Inc. as lessee, as subsequently amended June 10, 1997.

Property D: That certain real property known as the South Equipment Yard, which was subject to that certain Operating Agreement, which is now null and void, (“**BSCC Operating Agreement**”) dated July 1, 1996, whereby the City of Big Spring agreed to lease to Cornell Corrections of Texas, Inc. the properties known as the Firing Range and South Equipment Yard. This agreement originally included lease of the Firing Range, but the Firing Range is removed from the lease effective May 2024.

Property E: That certain real property which was subject to the Industrial Park Lease Agreement, which is now null and void, (“**1-Acre Parking Lease**”) between the City of Big Spring and Cornell Corrections of Texas, Inc., undated but commencing April 15, 1998, and consisting of one acre of land adjacent to Property A on the corner of Perimeter Road and First Street.

Property F: That certain real property which was subject to the Industrial Park Lease Agreement, which is now null and void, (“**1.67-Acre Parking Lease**”) between the City of Big Spring and Cornell Corrections of Texas, Inc., undated but commencing April 12, 2001, and consisting of 1.67 acres of land (parking area) within Property A on the corner of Perimeter Road and First Street.

Property G: That certain real property which was subject to the Industrial Park Lease, which is now null and void (“**Bunker 58**”) between the City of Big Spring and The GEO GROUP, INC., dated September 15, 2018, and covering the properties known as Bunker 58 within Property A, more fully described as located at 6400 Perimeter Rd.

Property H: That certain real property which was subject to the Industrial Park Lease, which is now null and void, (“**Bunkers 59 & 60 Lease**”) between the City of Big Spring and Cornell Corrections of Texas, Inc., dated June 1, 2006, and covering the properties known as Bunkers 59 and 60 within Property A.

Property I: That certain real property which was subject to the Industrial Park Lease Agreement, which is now null and void, (“**Building 49 Lease**”) between the City of Big Spring and Cornell Corrections of Texas, Inc., dated February 1, 2008, covering the real property located at 1909 First Street, Big Spring, Texas.

Property J: That certain real property which was subject to the Industrial Park Lease, which is now null and void, (“**Building 35 Lease**”) between the City of Big Spring and Cornell Corrections of Texas, Inc., commencing on April 1, 2008, and covering the land, office, warehouse, and parking areas located at 1701 Apron Drive, Big Spring, Texas.

Property K: That certain real property which was subject to the Industrial Park Lease, which is now null and void, (“**Building 64 A&B Lease**”) between the City of Big Spring and the GEO Group, Inc., dated December 15, 2010, and covering the land and improvements located at 2109 First Street, Big Spring, Texas.

Ed Davenport’s right, title, and interest in the agreements for Properties A and B were assigned to Cornell Corrections of Texas, Inc. (“**Cornell**”), pursuant to the terms and provisions of the Assignment and Assumption of Leases between Ed Davenport and Cornell dated July 1, 1996.

Agreements for Properties A, B, and D were subject to that certain Amendment and Addendum to Multiple Lease Agreements and Operating Agreement Relating to Big Spring Correctional Center, dated June 22, 1999, which extended the term of the Air Park Agreements, Flightline Agreements, and BSCC Operating Agreement, which is now null and void.

Agreements for Properties A, B, and C between the City of Big Spring as **LESSOR** and Cornell as lessee were assigned to Municipal Corrections Finance, L.P., an affiliate and subsidiary company of THE GEO GROUP, INC., pursuant to the terms and provisions of the Assignment and Assumption of Leases agreement between Cornell and Municipal Corrections Finance, L.P., dated August 14, 2001.

EXHIBIT A-1

That certain real property being a 14.688-acre tract of land out of Sections 2 and 11, Block 33, T-1-S, T & P RR. Co. Survey, Howard County, Texas, Big Spring Airport (formerly Webb Air Force Base); more fully described in a deed recorded at Volume 10, Pages 159 through 162 in the real property records of Howard County, Texas and which was subject to the following agreements, which are now null and void: (1) that certain Industrial Park Lease Agreement (“**Air Park Base Lease**” and, together with documents (2)-(4) of this paragraph, the “**Air Park Agreements**”), dated August 7, 1990, entered into between the City of Big Spring, a municipal corporation of the State of Texas as lessor and Ed Davenport as lessee, (2) that certain Industrial Park Lease Agreement Addendum (“**Air Park Base Lease Addendum**”), dated November 26, 1990, entered into between City of Big Spring, a municipal corporation of the State of Texas as lessor and Ed Davenport as lessee, (3) that certain Amended Sublease Agreement – Airpark Unit (“**Amended Air Park Sublease**”), dated July 1, 1996, between Ed Davenport as sublessor and the City of Big Spring, Texas, a municipal corporation as sublessee, and (4) that certain Secondary Sublease Agreement – Airpark Unit (“**Air Park Secondary Sublease**”), dated July 1, 1996, between the City of Big Spring, Texas, a municipal corporation and Ed Davenport

Exhibit B

Nondiscrimination, Airport Protection, and Subordination

Addendum to Master Lease

A. The **LESSEE** for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (ii) that in the construction of any improvements on, over or under such land, and the furnishing of services thereon, no person on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (iii) that the **LESSEE** shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

B. In the event of breach of any of the above nondiscrimination covenants, **LESSOR** shall have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Lease, the **LESSEE**, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but limited to:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

(ii) 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

(iii) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(iv) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

(v) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

(vi) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

(vii) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(viii) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

(ix) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(x) Executive Order 12898 was revoked by Executive Order 14173.

(xi) Executive Order 13166 was revoked by Executive Order 14224;

(xii) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

2. Airport Protection.

It shall be a condition of this Lease that **LESSOR** reserves unto itself, its successors in interest, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

The **LESSEE** expressly agrees for itself, its successors in interest, and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Leased Premises to such a height so as to comply with Federal Aviation Regulations, Part 77 (14 C.F.R. § 77).

The **LESSEE** expressly agrees for itself, its successors in interest, and assigns, to prevent any use of the Leased Premises that would interfere with or adversely affect the operation or maintenance of the airport or otherwise constitute an airport hazard.

3. Subordination.

This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which **LESSOR** acquired the subject property from the United States of America and the provisions of any existing or future agreements between **LESSOR** and the United States of America, relative to the operation or maintenance of the airport, including but not limited to, agreements governing the expenditure of federal funds for airport improvements and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the documents for the Leased Premises between the **LESSOR** and the United States of America, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by **LESSOR** pertaining to the Big Spring McMahon-Wrinkle Airpark.

4. Exclusive Rights.

Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive, and **LESSOR** herein reserves the right to grant similar privileges to another **LESSEE** or other lessees of any parts of the airport.

5. Economic Nondiscrimination.

A. **LESSEE** agrees to furnish services to all users on fair and reasonable terms, without unjust discrimination.

B. **LESSEE** agrees to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that **LESSEE** may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

Exhibit C

Hazardous Materials

In this Exhibit C, the following additional definitions shall apply:

"Environmental Law(s)" shall mean all Laws: (a) relating to the environment, human health, or natural resources; (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Materials; (c) relating to Remedial Action; and (d) requiring notification or disclosure of releases of Hazardous Materials or of the existence of any environmental conditions on or at the Leased Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

"Hazardous Materials" shall mean any pollutant, contaminant, or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of any applicable Environmental Law relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended or hereafter amended, including, without limitation, any material or substance which is: (a) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317) or equivalent State Laws; (b) defined as a "hazardous waste" pursuant to § 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903) or equivalent State Laws; (c) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601) or equivalent State Laws;; (e) asbestos or asbestos-containing materials; (f) polychlorinated biphenyls ("PCBs") or substances or compounds containing PCBs; (g) radon; (h) medical waste; and.

"Remedial Action" shall mean the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Materials necessary to comply with any Environmental Laws.

Exhibit C-1.01. **LESSEE Operations.** **LESSEE** shall not cause in, on, or under the Leased Premises, or suffer or permit to occur in, on, or under, the Leased Premises any generation, use, manufacturing, refining, transportation, emission, release, treatment, storage, disposal, presence, or handling of Hazardous Materials, except that limited quantities of medical waste may be used, handled, or temporarily stored on the Leased Premises, provided such limited quantities of medical waste are incident to and reasonably necessary for **LESSEE** 's operations for its Permitted Use and are in compliance with all Environmental Laws. Should a release of any Hazardous Material occur at the Leased Premises as a result of the acts or omissions of **LESSEE**, or its employees, agents, suppliers, shippers, customers, contractors, or invitees, **LESSEE** shall immediately contain, remove from the Leased Premises and/or properly dispose of such Hazardous Materials and any material contaminated by such release, and remedy and mitigate all threats to human health or the environment relating to such release, all in accordance with Environmental Laws.

Exhibit C-1.02. **Permits and Documents.** **LESSEE**, in a timely manner, shall, to the extent required due to **LESSEE** 's use of the Leased Premises or arising out of **LESSEE** 's actions at

the Leased Premises obtain and maintain in full force and effect all permits, licenses, and approvals, and shall make and file all notifications and registrations as required by Environmental Laws. **LESSEE** shall at all times comply with the terms and conditions of any such permits, licenses, approvals, notifications, and registrations. **LESSEE** shall provide copies of the following pertaining to the Leased Premises or **LESSEE**'s use thereof, promptly after each shall have been submitted, prepared, or received by **LESSEE**: (a) all notifications and associated materials submitted to any governmental agency relating to any Environmental Law; (b) all notifications, registrations, reports, and other documents and supporting information prepared, submitted, or maintained in connection with any Environmental Law or otherwise relating to environmental conditions; (c) all permits, licenses, and approvals, including any modifications thereof, obtained pursuant to any Environmental Law; and (d) any correspondence, notice of violation, summons, order, complaint, or other documents received by **LESSEE** pertaining to compliance with or liability under any Environmental Law.

Exhibit C-1.03. Inspection and Environmental Reports. Upon not less than 48 hours' prior written notice (except in the case of an emergency in which event **LESSOR** shall provide written notice as soon as is practicable under the circumstances), **LESSEE** agrees to permit **LESSOR** and its authorized representatives to enter, inspect, and assess the Leased Premises at reasonable times for the purpose of determining **LESSEE**'s compliance with the provisions of this Exhibit C. Such inspections and assessments may include obtaining samples and performing tests of soil, surface water, ground water, or other media. **LESSOR** may, at **LESSOR**'s sole option, now or in the future, obtain a report from an environmental consultant of **LESSOR**'s choice as to whether **LESSEE** has been or is currently using any part of the Leased Premises for the improper use, handling, storage, transportation, or disposal of Hazardous Materials. If any such report indicates such material improper use, handling, storage, transportation, or disposal of Hazardous Materials on the part of Lessee (or on behalf of **LESSEE**), **LESSEE** agrees to reimburse **LESSOR** within seven (7) business days after receipt of an invoice and supporting documentation from **LESSOR** for the cost of obtaining the environmental report, and, in addition, **LESSOR** shall require that all violations of Environmental Law with respect to the Hazardous Materials be corrected and/or that **LESSEE** obtain all necessary environmental permits and approvals.

Exhibit C-1.04. Environmental Indemnification. **LESSEE** hereby agrees to indemnify, defend, save, and keep **LESSOR**, and **LESSOR**'s officers, principals, partners, employees, successors, and assigns, harmless from and against any and all liabilities, obligations, charges, losses, damages, penalties, claims, actions, and expenses, including without limitation, engineers' and professional fees, soil tests, and chemical analysis, court costs, legal fees, and expenses through all trial, appellate, and administrative levels, imposed on, incurred by, or asserted against **LESSOR**, in any way relating to, arising out of, or in connection with the use, handling, storage, transportation, or disposal of Hazardous Materials by **LESSEE** or its agents, employees, representatives, lessees, or contractors in, on, or about the Leased Premises. The foregoing indemnification shall survive any assignment or termination of this Lease for five (5) years.