



CITY COUNCIL REGULAR AGENDA

Tuesday, August 11, 2026

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, August 11, 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 Hearing | | Moore |
| 6. PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 1705
JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL
DESCRIPTION: LOT 10, BLOCK 2, SETTLES
SUBDIVISION, HOWARD COUNTY, TEXAS – OWNER:
LISCO COLLIN RANDALL | 6-48 | Hagen |
| 7. Close Public Hearing | | Moore |

City Manager's Report

- | | | |
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| 8. City Manager's report on the following items: | | Darden |
| <ul style="list-style-type: none">• Large Item Pickup, District 2 - August 19th• School Starting - August 13th• Employee Appreciation Picnic - August 21st | | |

Consent Items

- | | | |
|---|-------|----------|
| 9. Approval of the City Council Minutes for the Regular Meeting of July 28, 2026 | 49-54 | Davis |
| 10. Final Reading of an Ordinance Updating the City's Alcoholic Beverage Regulations to Conform to State Law; Amending Chapter 4 of the Big Spring City Code Regarding Alcoholic Beverage Fees; Application Review, and Certification Procedures; Adding a Limitation on Municipal Authority Consistent with the Texas Alcoholic Beverage Code; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Providing for Publication; and Providing an Effective Date | 55-61 | Williams |

Vouchers

- | | | |
|---|--|-------|
| 11. Vouchers for 07/24/26 \$ 214,567.36 | | Ochoa |
| Vouchers for 07/31/26 \$ 221,905.06 | | |

Bids

- | | | |
|---|-------|--------|
| 12. Consideration and Possible Action to Award a Bid from Pattillo, Brown & Hill for Independent Audit Services, Annual Comprehensive Financial Report (ACFR) Technical Advisory Service, Single Audit Services and Related Financial Reporting Assistance, and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 62-63 | Smith |
| 13. Consideration and Possible Action to Award a Bid from Woolpert for On-Call Design and Engineering Services at McMahon-Wrinkle Airport and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 64-70 | Feeley |

New Business

- | | | |
|--|---------|--------------|
| 14. Presentation of Commendation from the Mayor and City Council Members. | | Moore |
| 15. Consideration and Possible Action to Accept a Donation from Pathway Audiology Better Hearing Foundation | 71 | Himes |
| 16. Consideration and Possible Action on the Big Spring Economic Development Corporation's 2025-2026 Annual Report and 2026-2027 Plan of Work | 72-98 | Susan Sankey |
| 17. Consideration and Possible Action to Approve the Big Spring Economic Development Corporation's Annual Budget for 2026-2027 | 99-114 | Susan Sankey |
| 18. First Reading of a Resolution Approving a Negotiated Settlement Between the Executive Committee of Cities Served by Atmos West Texas ("Cities") and Atmos Energy Corp., West Texas Division Regarding the Company's 2026 Rate Review Mechanism Filing; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to be Set by the Attached Settlement Tariffs to be Just and Reasonable and in the Public Interest; Approving an Attachment Establishing a Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse Cities' Reasonable Ratemaking Expenses; Determining that this Resolution was Passed in Accordance with the Requirements of the Texas Open Meetings Act; Adopting a Savings Clause; Declaring an Effective Date; and Requiring Delivery of this Resolution to the Company and the Cities' Legal Counsel | 115-129 | Medina |

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| 19. First Reading of a Resolution Endorsing the Renaming of the Big Spring McMahon-Wrinkle Airport to West Texas Regional Airport; Finding and Determining that the Meetings at which the Resolution were Discussed were Open to the Public as Required by Law; and Providing an Effective Date | 130-132 | Feeley |
| 20. Consideration and Possible Action to Approve a Tax Deed and Authorizing the Mayor to Execute any Necessary Documents for the Sale to Cristal Calderon of that Certain Real Property Commonly Known as 816 NW 5TH Street, and Being That Property Located and More Particularly Described as Lot Twelve (12), Block Two (2) of the Denton Addition to the City of Big Spring, Howard County, Texas, and Which is Presently Held by the City of Big Spring, in Trust. | 133-138 | Darden |
| 21. Consideration and Possible Action to Approve an Engineering Services Agreement with Jacob & Martin, LLC for the Water Treatment Plant Clearwell Improvements and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 139-154 | Bowles |
| 22. Consideration and Possible Action Authorizing the City Manager to Enter into Additional Lease Agreements with Enterprise Fleet Management for the Replacement of Eleven (11) Aging Police Vehicles. | 155 | Medina |
| 23. Consideration and Possible Action to Authorize and Direct the City Manager to Send Notice of Non-Renewal and Termination of EMS Provider Agreement with Allegiance Mobile Health | | Darden |
| 24. Consideration and Possible Action of Placing on the August 25, 2026 City Council Agenda to Adopt the No New Revenue Tax Rate of \$0.665768 | 156 | Smith |
| 25. Consideration and Possible Action to Call for Public Hearing on the 2026-27 Annual Budget to be Held on Tuesday, August 25, 2026 at 5:30 p.m. in the City Council Chambers Located at 307 East 4th Street, Big Spring, TX | | Smith |
| 26. Consideration and Possible Action on Approval of Revised Dates for the Regular City Council Meetings in November and December 2026. | | Darden |

Council Input

- | | | |
|-----------|--|-------|
| 27. Input | | Moore |
|-----------|--|-------|

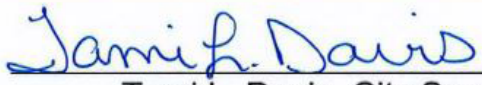
Executive Session

- | | |
|---|-------|
| 28. Adjourn into Executive Session Pursuant to Texas Government Code § 551.071 and the Attorney-Client Privilege in the Texas Disciplinary Rules of Professional Conduct to Consult with the City Attorney and Outside Legal Counsel Regarding Pending Litigation, <i>Michael Adams v. City of Big Spring</i> , Civil Action No. 1:25-cv-85, United States District Court for the Northern District of Texas. | Moore |
| 29. Reconvene into Open Session and Take any Necessary Action on Executive Session | Moore |
| 30. Adjourn | Moore |

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

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the City Council and **Posted on Wednesday, August 5, 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.

1705 JENNINGS

Code Compliance Official: Aaron Olague

Exhibit A-1

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF AARON OLAGUE
CONCERNING 1705 JENNINGS**

BEFORE ME, the undersigned authority, on this day, personally appeared **Aaron Olague**, who, being by me duly sworn, deposed as follows:

“My name is **Aaron Olague**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“I am a Code Compliance Official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1705 JENNINGS**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records.”

SIGNED on the 5th day of August, 2026.

Aaron Olague
AFFIANT

SWORN TO AND SUBSCRIBED before me this 5th day of August, 2026 by the above referenced Affiant.

Stephanie Kemunto Arita
Notary Public, State of Texas

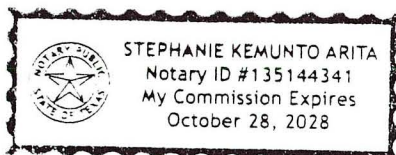


Exhibit A-2

Howard Property Search

Property Details

Account

Property ID: 285856 **Geographic ID:** B5370001100

Type: R **Zoning:**

Property Use: **Condo:**

Location

Situs Address: 1705 JENNINGS

Map ID: **Mapsco:**

Legal Description: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES

Abstract/Subdivision:

Neighborhood: (GOLD2) GOLIAD 2

Owner ⓘ

Owner ID: 867924

Name: RANDALL LISCO COLLIN

Agent:

Mailing Address: 2609 WASSON RD
BIG SPRING, TX 79720

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value: \$27,775 (+)

Improvement Non-Homesite Value: \$0 (+)

Land Homesite Value: \$5,521 (+)

Land Non-Homesite Value: \$0 (+)

Agricultural Market Valuation: \$0 (+)

Market Value: \$33,296 (=)

Agricultural Value Loss: ⓘ \$0 (-)

Appraised Value:	\$33,296 (=)
HS Cap Loss:	\$0 (-)
Circuit Breaker:	\$0 (-)
Assessed Value:	\$33,296
Ag Use Value:	\$0

VALUES DISPLAYED ARE PRELIMINARY FOR 2026 AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

If you have any questions or concerns with online tax payments, please contact the tax assessor office at (432) 264-2232.

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: RANDALL LISCO COLLIN **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.221030	\$33,296	\$33,296	\$73.59	
02B	CITY OF BIG SPRING	0.671465	\$33,296	\$33,296	\$223.57	
03B	BIG SPRING ISD	0.728300	\$33,296	\$33,296	\$242.49	
052	HOWARD COLLEGE	0.158693	\$33,296	\$33,296	\$52.84	

Total Tax Rate: 1.779488

Estimated Taxes With Exemptions: \$592.49

Estimated Taxes Without Exemptions: \$592.49

STATE OF TEXAS

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COUNTY OF HOWARD

CERTIFICATION
1705 JENNINGS CASE NOTES

“This record, attached as **Exhibit A-3**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

This record was kept in the course of a regularly conducted business activity of the Code Compliance Department of the City of Big Spring, Texas.

Making this record was a regular practice of that activity.

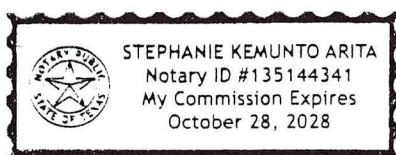
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout certain data.
7. I used the proper procedures to obtain the readout.
8. The computer was in working order at the time I obtained the readout.
9. I recognize the attached **Exhibit A-3** as the readout.”

SIGNED on the 5th day of August, 2026.

Aaron Olague
AFFIANT

SWORN TO AND SUBSCRIBED before me this 5th day of August, 2026

by the above referenced Affiant.



Stephanie Kemunto Arta
Notary Public, State of Texas

Exhibit A-3



CASE NOTES

Page 1 of 1

Report Run On: Tuesday, July 21,
2026 2:20 PM

Case # 26-00000212
Site Address: 1705 JENNINGS
Case Description: structure is falling in

Parcel # : 285856

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		The structure is still dilapidated and open to the elements. Will start a folder for abatement.	Aaron Olague	05/26/26	
CORRECTIVE ACTION		structure is open to the elements, roof is collapsing and needs to be repaired or demoed. Deadline for compliance (7) seven days from date of mailing.	Malissa Garcia	05/13/26	
SITE VISIT		structure is not up to code i will send notice to property owner	Malissa Garcia	05/13/26	
SITE VISIT		I will be taking over this case from Officer Garcia and reinspected. The roof is collapsed in and bothe the main and secondary structures are open to the elements. I will send a notice to the property owner.	Aaron Olague	05/13/26	
SITE VISIT		Notice of Violation	Aaron Olague	05/13/26	

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY AARON OLAGUE**

“With regard to the photographs in **Exhibits A-4** I am familiar with and recognize the scene depicted in the photographs. On May 12, 2026, May 13, 2026, and May 26, 2026, I inspected the property described as:

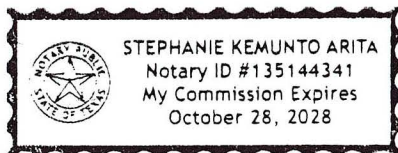
LOT 10, BLOCK 2, SETTLES SUBDIVISION Big Spring, Howard County,
Texas, also known as **1705 JENNINGS**, Big Spring, Texas.

Each of the photographs is a fair and accurate depiction of the scene at the relevant time.”

SIGNED on the 5th day of August, 2026.

Aaron Olague
AFFIANT

SWORN TO AND SUBSCRIBED before me this 5th day of August, 2026
by the above referenced Affiant.



Stephanie Kemunto Arta
Notary Public, State of Texas

Exhibit A-4





1705 Jennings



Case# 26-00000212

1705 Jennings



Case# 26-00000212

1705 Jennings



Case# 26-00000212

1705 Jennings



1705 Jennings



Case# 26-00000212

1705 Jennings



Case# 26-00000212

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY AARON OLAGUE**

“The document in **Exhibit A-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

Certified Mail Return for **Exhibit A-5** is also attached.

SIGNED on the 5th day of August, 2026.

Aaron Olague
AFFIANT

SWORN TO AND SUBSCRIBED before me this 5th day of August, 2026
by the above referenced Affiant.

Stephanie Kemunto Arta
Notary Public, State of Texas

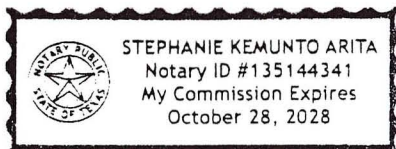


Exhibit A-5



City of Big Spring Code Compliance

217 East 3rd St. Big Spring TX 79720 - Ph: 432-264-2504

NOTICE OF VIOLATION

Re: 1705 JENNINGS BIG SPRING, TX 00000

Legal Description: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES

Date 05/13/2026

Case No: 26-00000212

RANDALL LISCO COLLIN
2609 WASSON RD
BIG SPRING, TX 79720

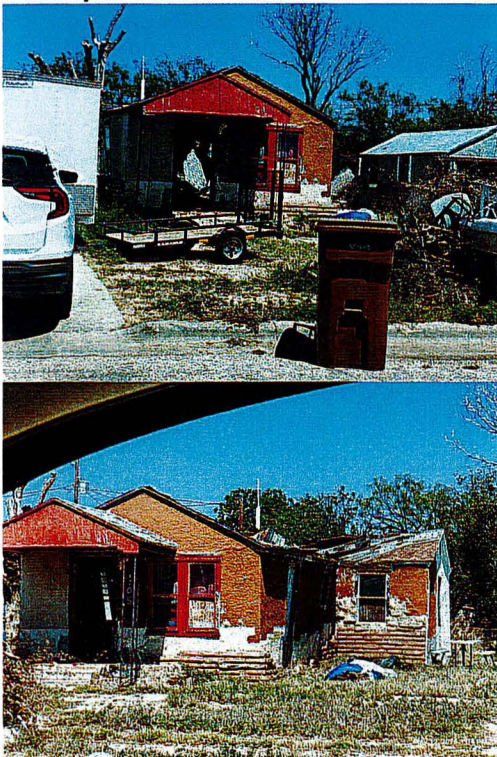
Dear RANDALL LISCO COLLIN

The City of Big Spring has determined that the following section of the **2021 property Maintenance Code of Big Spring** has been violated, constituting a nuisance:

Violation:

SUBSTANDARD STRUCTURE

Description of Violation:





City of Big Spring Code Compliance

217 East 3rd St. Big Spring TX 79720 - Ph: 432-264-2504

NOTICE OF VIOLATION

Re: 1705 JENNINGS BIG SPRING, TX 00000

Legal Description: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES

304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity. 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations have deterioration or distress that appears to reduce their load-carrying capacity. 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity. 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight. 5. Reserved. 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and is not capable of supporting all nominal loads and resisting all load effects. 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects. 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes, and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 12. Exterior stairs, decks, porches, balconies, and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 13. Chimneys, cooling towers, smokestacks, and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Corrective Action:

structure is open to the elements, roof is collapsing and needs to be repaired or demoed. Deadline for compliance (7) seven days from date of mailing.

For further information about this notice, please contact the following person:

Issued by:

Aaron Olague

(432) 264-2507

Phone

Code Compliance

aolague@mybigspring.com

Email Address

If this matter has been taken care of please notify this office at (432)264-2504

It is the sincere hope of the City that you will cooperate with us in helping to make Big Spring an attractive, healthful place in which to live.

Sincerely,

Aaron Olague - Code Compliance



Code Compliance

217 E 3rd St., Big Spring, Texas 79720 · Ph. 432-264-2505

**NOTICE OF VIOLATION
AND NOTICE OF HEARING**

Sent via: Certified Mail; Return Receipt Requested

July 24, 2026

Lisco Collin Randall
2609 Wasson Road
Big Spring, Texas 79720

Lisco Collin Randall
1705 Jennings Street
Big Spring, Texas 79720

Lisco Collin Randall
1511 Tucson Road
Big Spring, Texas 79720

Re: 1705 JENNINGS, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LOT 10, BLOCK 2, SETTLES SUBDIVISION, Howard
County

Big Spring Code Compliance has determined that at the following structure(s): MAIN STRUCTURE AND SECONDARY SHED STRUCTURE, at the property as stated above, is/are in violation of the following section(s) of the **Property Maintenance Code of Big Spring (PMC)**, constituting a nuisance:

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 3. Any building, structure, or portion thereof that is dangerous.	The main structure and secondary shed structure on the property are in disrepair and need to be brought up to Code. Hazardous condition. The roof of the main structure has missing roofing components and is collapsing. The main structure and secondary structure are

6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. 9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease. 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	both open to the elements. The walls of the main structure show cracks and appear to be structurally compromised. The property is abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, become a harbor for vagrants, criminals, or immoral persons, or enable persons to resort to the building or structure for committing a nuisance or an unlawful act. The main structure is unsecured, leaning, abandoned, has cracks in its exterior walls, has a collapsing roof, and is structurally compromised so as to pose a hazard and danger to any children or persons who might enter or reside in the unsecured structure due to a risk of collapse and possible injury or harm. Portions of the main structure appear to be leaning towards the neighboring property or in such a manner as to pose a risk of damage to property or injury or harm to persons should the structure collapse. The main structure is intended to be used for dwelling purposes, but because of inadequate maintenance, dilapidation, decay, damage, and deterioration, is unfit for human habitation. The structure is clearly unsafe for residential use and occupancy.
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity. 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity. 7. Exterior walls that are not anchored to	The structural members appear to have deteriorated. The main structure has missing roofing components. The roof of the main structure appears to admit rain and has signs of deterioration. The roof has defects, including holes, gaps, and breaks from missing or rotting roofing components, is in disrepair, and exhibits signs of deterioration and structural instability incapable of supporting all nominal loads and resisting all load effects. The exterior walls of the main structure have

supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.	holes, cracks, breaks, and loose material and appear to be structurally compromised. The walls of the main structure are leaning and show signs of deterioration that has reduced their load-carrying capacity. The exterior walls of the secondary structure deteriorated with holes and loose material. The roof of the main structure appears to admit rain. The exterior walls are not properly anchored to the foundation, as evidenced by the fact that the exterior walls are leaning out of alignment and show cracks, breaks, holes, gaps, and deterioration. Unsafe condition.
304.6 Exterior walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.	The exterior walls of the main structure are leaning and structurally compromised. The exterior walls of the main structure and secondary structure show signs of deterioration and have cracks, breaks, and loose or rotting material.
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof of the main structure has missing roofing components and is collapsing. The roof has defects, including holes, gaps, and breaks from missing or rotting roofing components, and is in disrepair. The roof of the main structure is not sound, tight nor free from defects that admit rain. The roof of the main structure has signs of deterioration and appears to admit rain. The roof of the main structure is not adequate to prevent dampness or deterioration in the walls or interior portions of the structure.
304.13 Windows, skylight and door frames. Every window, skylight and door frame shall be kept in sound condition, good repair and weather tight.	Windows and doors are not in sound condition, good repair, or weather tight.

The following actions are required to correct the violation(s) at the structure(s) as stated above:

Corrective Action Sought by Code Compliance

Secure and vacate the structure(s) until the violation(s) are resolved, and:

REPAIR OR DEMOLISH AND REMOVE

MAIN STRUCTURE AND SECONDARY SHED STRUCTURE.

For further information about this notice, please contact the following person:

Issued by	<u>Aaron Olague</u>	<u>Code Compliance Official</u>
	<i>Name</i>	<i>Title</i>
	<u>+1 (432) 264-2507</u>	<u>aolague@mybigspring.com</u>
	<i>Phone</i>	<i>E-mail</i>

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, August 11, 2026** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably

perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION A-1.10. Rights of Parties

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(c) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(d) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;
2. To introduce documentary and physical evidence;
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
4. To impeach any witness regardless of which party first called him to testify;
5. To rebut the evidence against him;
6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

Section C-9.02 (c)The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Hearing Board enters an order to abate the violation(s) at the structure(s) at the property, the order is preliminary, allowing you to appeal the order to District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall become the final order.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

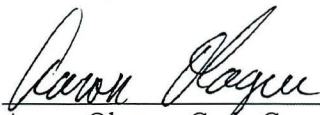
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at <https://codelibrary.amlegal.com/codes/bigspringtx>. See Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at <https://codes.iccsafe.org/codes/i-codes>.

Sincerely,



Aaron Olague, Code Compliance Official
City of Big Spring, Texas

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City, State, ZIP+4® <u>Big Spring, TX 79720</u>	

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Extra Services & Fees (check box, add fee as appropriate)	
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☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To <u>Wisco Collin Randall</u>	
Street and Apt. No., or PO Box No. <u>1511 Tucson Road</u>	
City, State, ZIP+4® <u>Big Spring, TX 79720</u>	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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FAQs >

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BIG SPRING, TX 79720
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Arrived at USPS Facility

MIDLAND TX DISTRIBUTION CENTER
August 2, 2026 1:15 PM

Arrived at USPS Facility

ALBUQUERQUE, NM 87101
July 31, 2026 11:08 PM

Arrived at USPS Facility

EL PASO TX DISTRIBUTION CENTER
July 30, 2026 12:11 PM

Vacant

BIG SPRING, TX 79720

July 27, 2026 2:44 PM

Arrived at USPS Facility

MIDLAND TX DISTRIBUTION CENTER

July 25, 2026 9:12 AM

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BIG SPRING, TX 79720

August 3, 2026 11:27 AM

Arrived at USPS Facility

MIDLAND TX DISTRIBUTION CENTER

- August 2, 2026 1:19 PM
- **Arrived at USPS Facility**
ALBUQUERQUE, NM 87101
July 31, 2026 9:27 PM
- **Arrived at USPS Facility**
EL PASO TX DISTRIBUTION CENTER
July 31, 2026 10:04 AM
- **Vacant**
BIG SPRING, TX 79720
July 28, 2026 1:51 PM
- **Vacant**
BIG SPRING, TX 79720
July 27, 2026 6:41 PM
- **Arrived at USPS Facility**
MIDLAND TX DISTRIBUTION CENTER
July 25, 2026 9:12 AM
- **Hide Tracking History**

What Do USPS Tracking Statuses Mean?

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Product Information



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Delivered

Delivered, Front Desk/Reception/Mail Room

BIG SPRING, TX 79720
August 3, 2026 11:27 AM

Arrived at USPS Facility

MIDLAND TX DISTRIBUTION CENTER
August 2, 2026 1:15 PM

Arrived at USPS Facility

ALBUQUERQUE, NM 87101
July 31, 2026 11:08 PM

Arrived at USPS Facility

EL PASO TX DISTRIBUTION CENTER
July 30, 2026 12:11 PM

Insufficient Address

BIG SPRING, TX 79720
July 27, 2026 6:22 PM

Arrived at USPS Facility

MIDLAND TX DISTRIBUTION CENTER
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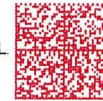


310 Nolan Street
Big Spring, TX 79720

CERTIFIED MAIL



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310 Nolan Street
Big Spring, TX 79720

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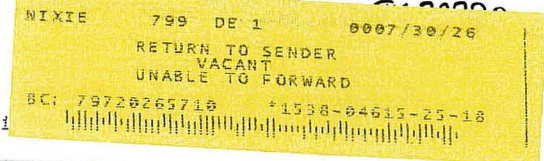
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Lisco Collin Randall
1511 Tucson Road



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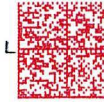


310 Nolan Street
Big Spring, TX 79720

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STATE OF TEXAS

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COUNTY OF HOWARD

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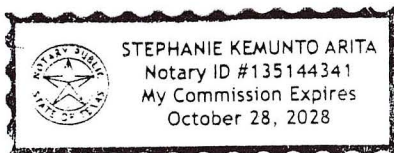
**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for August 11, 2026, attached as **Exhibit A-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on July 24, 2026.”

SIGNED on the 5th day of August, 2026.

Ramon Olague
AFFIANT

SWORN TO AND SUBSCRIBED before me this 5th day of August, 2026
by the above referenced Affiant.



Stephanie Kemunto Arta
Notary Public, State of Texas

Exhibit A-6



Code Enforcement

217 E 3rd St., Big Spring, Texas 79720 · Ph. 432-264-2505

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **AUGUST 11TH, 2026, AT 5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

1705 JENNINGS – LEGAL DESCRIPTION: LOT 10, BLOCK 2, SETTLES SUBDIVISION, BIG SPRING, HOWARD COUNTY, TEXAS – OWNER: LISCO COLLIN RANDALL

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.



July 24, 2026 9:44 AM



July 24, 2026 9:45 AM

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, July 28, 2026, with the following members present in person:

MAYOR ROBERT MOORE
MAYOR PRO TEM DIANE YANEZ
COUNCIL MEMBER HOMER WILKERSON
COUNCIL MEMBER DANIEL MORENO
COUNCIL MEMBER GLORIA BLACKBURN
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
MIKE FEELEY	Airpark Director
SANDY SMITH	Finance Director
SUSAN HIMES	Community Services Director
TAMI DAVIS	City Secretary
MANDY HAYNES	Municipal Judge

Open Session

Call to Order

Mayor Moore called the City Council meeting to order at 5:30 p.m.

Invocation

Mark Lindsey, First Baptist Church, gave the invocation.

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

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

Public Comment

Public Comment

A couple of citizens spoke regarding some concerns with the possibility of ICE Facilities coming to Big Spring.

Announcements, Presentations and Public Hearings

City Manager's Report

City Manager's report on the following items:

- Update - Large Item Pickup, District 1
- Update - Moss Lake Cleanup
- Budget Work Sessions - August 3rd - 6th

Todd Darden, City Manager, reported on the above captioned items as follows: Large item pickup for District 1 picked up 19 tons of items; The Moss Lake cleanup was very successful and was very thankful for over 100 people that showed up and planning for the future of the lake to get someone back out there to operate it; Budget work session will begin on August 3rd.

Consent Items

Approval of the City Council Minutes for the Regular Meeting of July 14, 2026 and for the Special Meeting of July 21, 2026

Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Director's Minutes for the Meetings of June 11, 2026, June 16, 2026 and July 13, 2026.

Final Reading of a Resolution Providing for the City's Approval or Disapproval of the Howard Central Appraisal District's Fiscal Year 26-27 Budget; and Finding and Determining that the Meeting at Which the Resolution Was Discussed Was Open to the Public as Required by Law.

Final 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

Final 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

Final 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.

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

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

6

NAYS: None

0

MOTION PASSED

Vouchers

Vouchers for 07/10/26 \$ 820,433.46

Vouchers for 07/20/26 \$ 825,700.02

Council Member Ochoa reviewed the above captioned vouchers.

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

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

6

NAYS: None

0

MOTION PASSED

New Business

First Reading of an Ordinance Updating the City's Alcoholic Beverage Regulations to Conform to State Law; Amending Chapter 4 of the Big Spring City Code Regarding Alcoholic Beverage Fees; Application Review, and Certification Procedures; Adding a Limitation on Municipal Authority Consistent with the Texas Alcoholic Beverage Code;

Providing for the Repeal of Conflicting Legislation; Providing for Severability; Providing for Publication; and Providing an Effective Date

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

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

NAYS: None **0**

MOTION PASSED

Consideration and Possible Action on an Interlocal Agreement with Howard County for the Use of Digital Case Management Software for the Big Spring Police Department in Conjunction with the 118th District Attorney and the Howard County Attorney and Authorizing the Mayor to Execute any Necessary Documents

Mayor Moore requested an amendment to the above captioned agreement by removing the paragraph regarding "Indemnification" under Section 6.

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

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

NAYS: None **0**

MOTION PASSED

with an amendment

Consideration and Possible Action Approving a Second Amended and Restated Master Lease Agreement with The GEO Group, Inc. and Municipal Corrections Finance, L.P., Consolidating and Amending Existing Lease Arrangements and Leasing to GEO a 5.0-Acre Tract of Land ("Property L") Located South of the Interstate 20 South Service Road and East of Industrial Drive, Out of a 256.96-Acre Tract in Section 3, Block 33, T-1-S, T&P Railway Company Survey, Howard County, Texas, for the Development and Operation of Workforce Housing and Support Offices, and Authorizing the City Manager or His Designee to Execute any Necessary Documents.

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

Consideration and Possible Action to Approve a Tax Deed and the Sale of Certain Real Properties Listed Below and Authorizing the Mayor to Execute any Necessary Documents:

Sale to Cinthia Quezada of that Certain Real Property Commonly Known as 702 E 15TH Street, Located and Described as All of Lot Two (2), Block Nineteen (19) of the Cole & Strayhorn Addition to the City of Big Spring, Howard County, Texas; Being That Property More Particularly Described in a Quitclaim Deed Recorded in Volume 1156, Page 331 in the Official Public Records of Howard County, and Which is Presently Held

by the City of Big Spring, in Trust.

Sale to Rosa Avila of that Certain Real Property Commonly Known as 708 Douglas Street, Located and Described as Lot Five (5), Block Eleven (11), Earles Addition to the City of Big Spring, Howard County, Texas, and Which is Presently Held by the City of Big Spring, in Trust.

Sale to Guadalupe Perez Magallanes of that Certain Real Property Commonly Known as 509 Galveston Street, Located and Described as Being the North Part of Lots Eleven (11) and Twelve (12), Block Nine (9) of the Jones Valley Addition in the City of Big Spring, Howard County, Texas; Being That Property More Particularly Described in a Sheriff's Tax Deed Recorded in Volume 1180, Page 292 of the Official Deed Records of Howard County, and Which is Presently Held by the City of Big Spring, in Trust.

MOTION WAS MADE BY Mayor Moore to approve the above captioned sale of properties as follows, seconded by Mayor Pro Tem Yanez:

702 E 15th St to Cinthia Quezada in the amount of \$5,790.00;

708 Douglas St. to Rosa Avila in the amount of \$9,500.00; and

509 Galveston St. to Guadalupe Magallanes in the amount of \$2,501.00.

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

NAYS: None

0

MOTION PASSED

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.

The staff presented to the Council some recommendations to amend or create a new agreement with the Cerda's for the Caddy Shack located at the golf course as follows; Give them exclusive rights of beer and wine sales only on the entire golf course upon changing their state license address to the golf course address; Tournament coordination of each event held at the golf course; Extend the hours of operation for food and drinks when the golf course is closed; and no cart sales when golf course is closed.

The Mayor's recommendation is for the staff to visit with the Cerdas and come up with an agreement to bring to Council to consider.

Discussion Regarding Moss Creek Lake, Including Historical and Current Operations, Recreational Use, Management Practices, Rules and Regulations, Public Health and Safety Matters, Watershed Protection, Environmental Conditions, Water Quality, Infrastructure Needs, Conservation Efforts, Enforcement Issues, Public Access, and Future Operational, Regulatory, Maintenance, and Capital Improvement Considerations.

The staff's recommendation is to go out for a bid for a contractor to work at Moss Lake on a full time basis and in the mean time hire a temporary contractor to open the lake up on the weekends. The Mayor would like to pursue a full time position as soon as possible.

Council Input

Input

No council input at this time.

Executive Session

Adjourn into Executive Session Pursuant to Texas Government Code § 551.071 and the Attorney-Client Privilege in the Texas Disciplinary Rules of Professional Conduct to Consult with the City Attorney and Outside Legal Counsel Regarding Pending Litigation, *Michael Adams v. City of Big Spring*, Civil Action No. 1:25-cv-85, United States District Court for the Northern District of Texas.

Mayor Moore adjourned into the above captioned executive session at 6:23 p.m.

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

Mayor Moore reconvened into open session at 7:29 p.m. No action taken at this time.

Adjourn

Mayor Moore adjourned the City Council meeting at 7:30 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



Staff Report

To: The Honorable Mayor and City Council

From: The City Manager

Date: August 11, 2026

Subject: Final Reading of an Ordinance Updating the City's Alcoholic Beverage Regulations to Conform to State Law; Amending Chapter 4 of the Big Spring City Code Regarding Alcoholic Beverage Fees; Application Review, and Certification Procedures; Adding a Limitation on Municipal Authority Consistent with the Texas Alcoholic Beverage Code; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Providing for Publication; and Providing an Effective Date

RECOMMENDATION:

Approve Ordinance amending Chapter 4 of the City Code concerning alcoholic beverage fees, application review and certification procedures, and limitations on municipal authority under the Texas Alcoholic Beverage Code.

BACKGROUND:

Chapter 4 of the City Code contains provisions governing alcoholic beverage licenses, permits, fees, and related regulations. Several provisions were adopted decades ago and reflect regulatory practices that are no longer consistent with current state law. In particular, existing Section 4-3 references the issuance of a City occupational license and includes discretionary review factors that exceed the City's current role under the Texas Alcoholic Beverage Code.

The Texas Alcoholic Beverage Commission (TABC) is the primary licensing and regulatory authority for alcoholic beverage permits and licenses in Texas. Municipal authority is generally limited to certification functions and the collection of those fees specifically authorized by state law. The proposed ordinance updates Chapter 4 to reflect these limitations and current practice.

Summary of Proposed Changes

The ordinance would:

- Amend Section 4-1 to clarify that local fees may not exceed the amounts authorized by state law and to incorporate more recent statutory limitations on municipal fee collection.
- Replace the current alcoholic beverage occupational license process with a TABC application review and certification process consistent with state law.
- Clarify that City review is limited to compliance with applicable building, fire, zoning, and other legal requirements.
- Remove subjective approval criteria and provide objective standards for certification decisions. Establish a clear administrative appeal process for applicants whose certification is denied.

- Add a new Section 4-7 stating that Chapter 4 shall be construed consistently with state law and shall not be interpreted to grant authority beyond that provided by state law.

FISCAL IMPACT:

The ordinance is not expected to have a significant fiscal impact. The amendments primarily clarify existing practices and align fee collection procedures with current statutory requirements. Some fees may no longer be collectible where state law expressly prohibits collection.

ATTACHMENTS:

ordinance on alcoholic beverages licenses permits and fees

REPORT PREPARED BY:

Andrew Hagen, City Attorney

APPROVED BY:

Chad Williams

Chief of Police

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, UPDATING THE CITY'S ALCOHOLIC BEVERAGE REGULATIONS TO CONFORM TO STATE LAW; AMENDING CHAPTER 4 OF THE BIG SPRING CITY CODE REGARDING ALCOHOLIC BEVERAGE FEES, APPLICATION REVIEW, AND CERTIFICATION PROCEDURES; ADDING A LIMITATION ON MUNICIPAL AUTHORITY CONSISTENT WITH THE TEXAS ALCOHOLIC BEVERAGE CODE; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas law places primary authority for the licensing and regulation of alcoholic beverages with the Texas Alcoholic Beverage Commission, and limits the authority of municipalities to certification of applications and collection of certain local fees; and

WHEREAS, Sections 11.38(a) and 61.36(a) of the Texas Alcoholic Beverage Code provide that a municipality may charge a local alcoholic beverage fee not to exceed one-half of the statutory state fee “as of August 31, 2021,” and the proposed amendments incorporate that statutory limitation to ensure that the City’s fee structure complies with current state law and does not exceed the maximum amount authorized by statute; and

WHEREAS, recent changes in state law prohibit municipalities from collecting certain local alcohol-related fees from qualifying food service establishments that already pay regulatory fees, and the proposed amendments incorporate these limitations to ensure compliance and reduce the risk of legal challenges; and

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

WHEREAS, the City currently maintains ordinances relating to alcoholic beverage licenses, permits, and fees that were adopted under prior interpretations of state law; and

WHEREAS, the City desires to ensure that its ordinances are consistent with current state law; and

WHEREAS, the proposed amendments clarify that the City does not issue an independent license or permit to sell alcoholic beverages, but instead performs the certification process required by state law and collects only those fees expressly authorized by statute; and

WHEREAS, the proposed amendments remove or avoid discretionary or subjective approval standards and instead limit the City’s review to objective compliance with applicable building, fire, zoning, and other laws, promoting fairness, transparency, and consistency; and

WHEREAS, the proposed amendments provide a clear and limited appeal process, ensuring due process while maintaining efficient administration of the certification process; and

WHEREAS, the City Council finds that these amendments do not expand the City's authority over alcoholic beverages, but instead modernize outdated provisions, align the City's ordinances with current state law, reduce legal risk, and clarify existing practices for the benefit of staff, applicants, and the public; 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 4-1 of the Big Spring City Code is hereby amended to read as follows:

Sec. 4-1. License and permit fees.

(a) Except as otherwise provided by the state alcoholic beverage code, each holder of a state permit issued pursuant to the provisions of the alcoholic beverage code shall pay to the city a fee not to exceed one-half of the statutory fee provided in the Texas Alcoholic Beverage Code as of August 31, 2021 ~~equal to one-half the fee paid to the state for such permit.~~

(b) Except as otherwise provided by the Texas Alcoholic Beverage Code, each holder of a state license issued for premises within the City shall pay to the City a fee not to exceed one-half of the statutory fee provided in the Code as of August 31, 2021.

~~Except as otherwise provided by the state alcoholic beverage code, each holder of a state license issued pursuant to the provisions of the alcoholic beverage code shall pay to the city a fee equal to one-half the fee paid the state for such license.~~

(c) All fees levied under this section are due at the time the permit or license is issued or renewed, or upon notice from the City, and shall be paid within the time required by the Texas Alcoholic Beverage Code.

~~All fees levied by this section shall be due and payable on or before August 31 of each year.~~

(d) No fee or charge other than those authorized by the Texas Alcoholic Beverage Code shall be imposed under this section.

(e) All fees collected under this section are non-refundable, except where refund is required by applicable law.

(f) A separate City fee shall apply to each location for which a state permit or license is issued. City fee receipts are not transferable between persons or locations.

(g) Failure to pay the required fee may result in denial of certification, denial of renewal, or other action authorized by the Texas Alcoholic Beverage Code.

(h) The City shall not collect a fee under this section from a food service establishment, retail food store, mobile food unit, roadside food vendor, or temporary food service establishment if the premises has paid a fee to operate to a governmental entity, in accordance with Section 437.01235, Texas Health and Safety Code.

SECTION 3. Section 4-3 of the Big Spring City Code is hereby amended to read as follows:

Sec. 4-3. Review and Certification of Alcoholic Beverage Permits and Licenses ~~Application for alcoholic beverage occupational license.~~

(a) Any person seeking a permit or license from the Texas Alcoholic Beverage Commission (TABC) for a premises located within the City shall submit the required application materials to the City Secretary or another person designated by the City Manager as part of the certification process required by state law.

~~Any person, firm or corporation desiring to sell liquor for off-premises consumption, or sell beer and wine for off-premises or on-premises consumption shall obtain the application form from the city secretary.~~

(b) Upon receipt, the application shall be routed to the appropriate City departments and personnel designated by the City Manager or designee to evaluate compliance with applicable law, including but not limited to the building official, fire marshal, and police department. After such application is completed and returned to the city secretary, he shall then forward the application to the building official and fire marshal in order that they may have an opportunity to inspect the premises to see that the same conforms to the ordinances of the city.

(c) The City's review shall be limited to determining whether the application complies with applicable local regulations and state law. The application shall then be forwarded to the chief of police, who will make remarks and recommendations concerning the location that is being considered, and the reputation of the applicant.

(d) The City Manager, or designee, shall approve or deny certification of the application within the time period required by the Texas Alcoholic Beverage Code. The City Manager shall issue a written decision approving or denying certification. After the investigation of the application has been completed it shall be submitted to the city manager for approval or disapproval.

~~—(1) If the application is approved by the city manager, the city secretary shall issue the applicant an occupational license.~~

~~—(2) If the application is disapproved by the city manager, the applicant will have ten days to appeal this decision to the city council.~~

(e) Denial of certification shall be based solely on failure to comply with applicable laws or regulations.

(f) Absent an appeal, the City Manager's denial of certification is the final decision of the City. An applicant may appeal a denial of certification to the City Council by filing a written notice of appeal with the City Secretary within ten (10) days after receipt of written notice of the decision. The decision of the City Council constitutes the final decision of the City.

(g) The City Manager may designate staff to administer this section.

SECTION 4. The Big Spring City Code is hereby amended by adding a section to be numbered 4-7, which said section reads as follows:

Section 4-7. Limitation on Authority.

This Chapter shall be construed to conform to state law, and shall not be interpreted to grant the City authority beyond that provided by state law including the Texas Alcoholic Beverage Code.

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

SECTION 5. All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict.

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

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

SECTION 8. This Ordinance is ordered to be codified.

SECTION 9. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

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

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

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



Memorandum

Date: 08/11/2026

From: Sandy Smith, Finance Director

To: Mayor and City Council

Re: Selection of Independent Auditor Services

The City issued a Request for Proposals (RFP) for independent audit services, including preparation of the Annual Comprehensive Financial Report (ACFR), Single Audit services, and related compliance reporting, as well as technical help to implement the ACFR software. Proposals were evaluated using criteria established in the RFP, including fee proposal, firm qualifications and experience, ability to meet deadlines, audit approach and methodology, understanding of the City's needs, and staffing plan.

Five firms submitted proposals for consideration:

- LaPointe & Associates
- Carr, Riggs & Ingram
- Bolinger, Segars, Gilbert & Moss (BSGM)
- Pattillo, Brown & Hill (PB&H)
- Eide Bailly

Proposals were evaluated on a 100-point scale. The results were as follows:

Criteria	Lapointe & Assoc	Carr, Riggs & Ingram	Bolinger, Segars, Gilbert & Moss BSGM	Pattillo, Brown & Hill PB&H	Eide Bailly
	5 years	5 years	5 years	5 years	3 years
Fee (year 1 - Year 5)	\$62,500 - 73,100	\$98,000 - 114,645	\$64,000 - 66,400	\$56,000 - 60,800	\$56,000 - \$59,400
Single Audit	\$5,000	11,200 - 13,105	\$9,500	Included	\$8,750 - 9,200
TCEQ	Not Stated	Not Stated	\$2,000	Included	\$1,750 - \$1,850
Total Possible Points - 300	67,500 - 78,100	109,200 - 127,750	75,500 - 77,900	56,000 - 60,800	66,500 - 70,450
Total #1	85	80	70	100	95
Total #2	85	80	55	100	97
Total #3	83	82	84	100	95
Total	253	242	209	300	287

Pattillo, Brown & Hill received the highest overall score and demonstrated strengths in all evaluation categories, including qualifications, audit methodology, staffing, understanding of the City's needs, and ability to meet required reporting deadlines. The firm also submitted the lowest audit fee proposal among the respondents while including both Single Audit and TCEQ reporting services within its pricing structure.

During the evaluation process, City staff interviewed representatives of Pattillo, Brown & Hill. Staff determined that the firm has a strong understanding of municipal auditing requirements and is well-positioned to meet the City's expectations regarding timely completion of the annual audit and ACFR.

The proposed fees submitted by Pattillo, Brown & Hill ranged from approximately \$56,000 to \$60,800 for the five-year audit term. Single Audit services and TCEQ reporting assistance were included within the proposal and did not require separate pricing.

Staff recommends that the City Council authorize the City Manager to negotiate and execute an agreement with Pattillo, Brown & Hill for independent audit services for a term consistent with the Request for Proposals.



CITY OF
Big Spring

MEMORANDUM

Date: August 11, 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 Woolpert for Engineering and Design Services for a Three Year Period with Two One Year Optional Extensions for Services at McMahon-Wrinkle Airport

The City's issued a Request for Qualifications RFQ # 26-020 Engineering and Design Services for a three year contract with two one-year optional extension periods. The city received three responses, one of which was determined to be non-responsive. The remaining two responses were evaluated and ranked by a selection committee comprised of four board members.

The committee unanimously recommended the selection of Woolpert for the bid award.

**Request for Qualifications for
Engineering and Design Services
for Big Spring, McMahon-Wrinkle Airport (BPG)**

RFQ# 26-020

Submit RFQ to:

**City of Big Spring Purchasing
310 Nolan Street
Big Spring, Texas
79720**

Purpose

The City of Big Spring is seeking an experienced airport engineering firm with proven qualifications to provide professional airport engineering services for a full range of aviation needs at McMahon-Wrinkle Airport and intends to engage a professional engineering firm for services subject to 49 U.S.C. §47107(a)(17), and pursuant to Texas Local Government Code Chapter 262 and, Chapter 2254, Subchapter A, of the Government Code, and 2 CFR 200 in its entirety. The city reserves the right to select more than one firm from among the respondents to the RFQ and to award work among selected firms as the city desires over the five-year period.

The City will receive qualification statements for services including but not necessarily limited to the grant application, project programming, detailed design, bidding and award, construction administration and inspection, and grant closeout and engineering evaluations as necessary.

Scope

Provide engineering and design services, including construction administration and environmental assessments, as needed, for future projects listed below and on the airports Capital Improvement Program (CIP) listing that could be funded locally, through TxDOT grant programs, or the Federal Aviation Administration, Military Airport Program (MAP) in the next five (5) years:

- Design and construct a full-length taxiway on the west side of runway 18/36
- Mark airfield pavements and update runway/taxiway designations
- Rehabilitate the approach ends of runway 18/36
- Rehabilitate/Reconstruct Airport Lighting
- Relocate Airfield Lighting Vault from infield to West Side of Airport
- Rehabilitate Taxiway B
- Design and construct an apron expansion widening Taxiway B 150 feet to the east and approximately 2,000 feet in length
- Rehabilitate Taxiway E
- Rehabilitate Taxiway D
- Rehabilitate Taxiway C
- Rehabilitate/Improve Perimeter Road
- Replace/install airfield signage
- Install Wildlife Perimeter Fence
- Rehabilitate Aprons
- Design and construct Apron (additional hangars)
- Design and construct Hangars
- Install/upgrade Utility infrastructure
- Improve Airfield Drainage
- Independent Fee Estimate (IFE) Services
- Design and construct an Administration Building
- Design and construct a full-length parallel taxiway on the north side of runway 06/24
- Design and construct rail extensions to serve the airports short rail
- Provide Engineering and Design Services for airport partners for projects on airport properties to include Part 77 evaluations on a reimbursable basis
- Stand alone Independent Fee Estimate (IFE) Services

The City of Big Spring, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded a full and fair opportunity to submit in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The proposed contract is subject to 49 CFR Part 26 concerning the participation of disadvantaged Business Enterprises (DBE). DBE participation will be analyzed, and necessary goals will be set upon commencement of each project.

The qualification statement should address a firm's capability to perform engineering and design services to deliver local, state, and federally funded airport improvement projects listed above that comply with state and federal design standards.

Contract Term

The Agreement will be for a three (3) year period with options to automatically extend for two (2) additional years in one (1) year increments upon written approval by both parties.

Evaluation Criteria for Engineering Qualifications

The selection committee shall evaluate and score all submitted qualifications statements. If deemed necessary, the committee shall conduct interviews with the top-ranking firms to assist in the decision-making process. Following any interviews, the committee shall make their recommendation identifying the firm determined to be the most qualified.

The committee will review all responses and rate and rank each based on the following scoring criteria:

- General Firm Information (15 points)
- Team Organization and Experience (25 points)
- Project Experience (25 points)
- Familiarity with providing airport engineering and construction management services (35 points)

Notification of the selected firm will be via email from the Purchasing Agent or designated representative.

Qualifications Statement Preparation

Interested firms shall provide one (1) original and six (6) of copies not to exceed 12 pages, may include graphics, but electronic links and QR Codes to access additional information are strictly prohibited.

A. General Firm Information (15 points)

- 1) Identify the current legal name of your firm (Prime Firm) along with the number of years operating under this name. If less than 5 years, list all other legal names under which the firm operated within the past 5 years.
- 2) Provide a brief description of not more than 4 relevant airport engineering projects performed by your firm. For each project, provide the following information:
 - (a) The year the project was completed,
 - (b) The role of the firm on the project
 - (c) Identify whether this project was part of a multi-year, on-call contract and, if so, the start and end dates of the on-call contract.

B. Team Organization and Experience (25 points)

- 1) Provide an organizational chart identifying the key staff from your firm who will be assigned to projects under the terms of this contract. The following positions should be identified, but are not limited to:
 - (a) Principal-In-Charge
 - (b) Project Manager
 - (c) QA/QC Manager
 - (d) Lead Airport Engineer
 - (e) Construction Engineer/Manager
- 2) For each person shown on the organizational chart, provide a resume and summary of the respective individual's experience and qualifications to perform in this role. As part of this item, and for each individual, identify the following:
 - (a) The total number of years of experience
 - (b) The total number of years of experience for which a majority of the individual's time has been spent providing airport engineering/support services.
 - (c) A brief description of relevant airport projects in which they participated.

C. Project Experience (25 Points)

- 1) Provide a brief description of not more than 10 relevant airport engineering projects performed by your firm. For each project, provide the following information:
 - (a) The year the project was completed,
 - (b) The role of the firm on the project
 - (c) Identify whether the projects were part of a multi-year, on-call contract and, if so, the start and end dates of the on-call contract.

D. Familiarity with providing airport engineering and construction management services (35 points)

- 1) Provide narrative describing firm experience with airport engineering and design services including construction administration services. General knowledge of FAA/TxDOT airport development processes and standards should be addressed.

Include experience regarding airport design/construction phase services as well as demonstrated ability to meet project schedules and budgets.

INSTRUCTIONS FOR SUBMISSION

Qualifications must be received on or before 3:00 pm (CSDT), the 28th day of July 2026,

addressed to:

Big Spring Human Resources
310 Nolan St.
Big Spring, Texas 79720

Statement of Qualifications submissions shall be plainly marked on the outside of the envelope as follows:

RFQ NO. 26-020; Engineering and Design Services for
Big Spring McMahon-Wrinkle Airport due 3 pm, July 28,
2026.

Responses received after the deadline or those that include electronic links or QR codes will be deemed non-responsive.

To be considered for selection, a firm must submit (1) original and six (6) copies of your Statement of Qualifications (SOQ), along with a Conflict-of-Interest Questionnaire and a W-9. If selected a Form 1295 will be necessary prior to the execution of a professional services contract.

Qualifications received after the date and time indicated above will not be considered. The City of Big Spring reserves the right to reject any and all qualifications and to waive informality, technical defects or clerical error in any qualification as determined to be in the best interest of the City.

By submitting a response to this RFQ, each firm acknowledges that it has read and fully understands all requirements and provisions contained herein. The firm further affirms that it has sought clarification from the City of Big Spring on any provisions for which clarification was desired and has received satisfactory answers.

The submittals shall be valid for no less than a period of ninety (90) days after the stated deadline. Any questions related to the scope of services or questions concerning the submittal of a Statement of Qualifications should be in writing to the Alberto A. Belez, City Purchasing Agent, (432) 264-2388, abelez@mybigspring.com or the person assigned by the City Purchasing Agent.

All contact and communications regarding this solicitation between prospective firms, their agents, agent representatives, and any employee of the City of Big Spring other than the Purchasing Department, from issuance of this solicitations until its award is expressly prohibited. Questions and communications must be in and ONLY through the Purchasing Department. Firms seeking additional information, clarification, or communication

from the City of Big Spring other than the Purchasing Department, will be deemed as non-responsive, and their submittals will be rejected.

Note: In accordance with Texas State law on qualification-based selection for Architectural and Engineering Services, do not include any information related to projected fees or reimbursable expenses.

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Memorandum

Date: August 5, 2026

From: Susan Himes, Community Services Director

To: Mayor and City Council

Re: Acceptance of donation

Community Services is requesting the Council to approve the donation of two Auracast devices from the Pathway Audiology Better Hearing Foundation.

These devices are made possible through a grant from the Dora Roberts Rehabilitation Center.

One Auracast device will be donated to the City Council Chambers and the other will be donated to the Municipal Auditorium.

This is new technology that would allow our hearing-impaired citizens to better understand what is being spoken into the microphones at these facilities, while minimizing other sounds. The Auracast system utilizes an app that works with a person's current hearing aid.

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2025-2026 ANNUAL REPORT



Our Mission:

To assist, stimulate, and enhance economic development in Big Spring, Texas, subject to applicable State and Federal laws and the Bylaws and the Articles of Incorporation.

To utilize sales tax revenues to increase the job opportunities available to the citizens of Big Spring by assisting the expansion of local businesses and attracting new business activities to Big Spring.



2025-2026

BOARD OF DIRECTORS

Terry McDaniel	President
Taylor Parks	Vice President
Nolan Dominguez	Secretary/Treasurer
Mundy Weeks	Board Member
Chad Wash	Board Member
Scott Emerson	Board Member
Gary Fuqua	Board Member

STAFF



SUSAN SANKEY
EXECUTIVE DIRECTOR

215 W. 3rd St.— Big Spring, Texas 79720
susansankey@bigspringtx.com
432-638-0398



TERESA MORRIS, CEcD
ASSOCIATE DIRECTOR

LETTER FROM THE EXECUTIVE DIRECTOR

As I reflect on my first few months as Executive Director, I am grateful for the opportunity to serve the Big Spring community. Since arriving here the end of March, it has been an honor to meet dedicated business leaders, elected officials, community members, and organizations who share a deep commitment to the future of our city.

Because my tenure began near the close of this reporting period, I cannot speak firsthand to much of the information detailed throughout this annual report. Those achievements are the result of the work of a Board of Directors, staff, and community partners who served before my arrival.

Looking ahead, I believe Big Spring stands at an important moment of opportunity. My vision is centered on a simple but meaningful theme: **Level Up**. Leveling up means raising our standards, strengthening our partnerships, and increasing the visibility of Big Spring as a place where businesses invest, families thrive, and opportunities grow. It means approaching every initiative with excellence and a commitment to continuous improvement.

One of the first milestones in this new chapter has been the adoption of an administrative services agreement between the Big Spring EDC and the City of Big Spring. This agreement reflects a shared commitment to collaboration and responsible stewardship of public resources. By aligning administrative functions where appropriate, we can improve efficiency, enhance communication, reduce duplication, and allow each organization to focus more effectively on its core mission. Most importantly, it demonstrates that the City and the EDC are committed to working together as partners with a shared vision.

A key priority moving forward will be supporting the implementation of the Airport Master Plan. Our airport represents one of Big Spring's greatest strategic assets, and by working together, we can leverage that investment to attract new business, expand existing industries, and create long-term economic opportunities. And, the Crossroads Business Park at Interstate 20 and the designated Interstate 27 is well-positioned. Equally important is our commitment to workforce development and intentional focus on a formal program for business retention and expansion.

Perhaps the greatest opportunity before us is changing the way we work together. Economic development is a team sport. My commitment is to foster a relationship with the City of Big Spring that is built on trust, transparency, and collaboration. Together, we can align our priorities, leverage our resources, and present a unified vision to prospective businesses, developers, and residents.

The months ahead will require dedication, innovation, and a willingness to think differently about how we serve our community. I am excited about the work before us and confident that, together, we can **Level Up** Big Spring's economic vitality, reputation, and quality of life.

Thank you for the opportunity to serve this community. I look forward to being focused on the future, and working alongside our Board, the City, our business community, and our citizens as we write the next chapter in Big Spring's story.

Susan Sankey

EXECUTIVE DIRECTOR





The **Big Spring McMahon-Wrinkle Airport Multi-Modal Master Plan** is a forward-looking initiative that will guide the airport's development over the next several decades, ensuring it continues to meet the aviation, transportation, and economic needs of the City of Big Spring, Howard County, and the surrounding West Texas region. The planning process evaluates existing facilities, forecasts future demand, identifies infrastructure improvements, and establishes a phased implementation strategy that positions the airport for long-term growth while maintaining eligibility for state and federal funding opportunities. The plan also emphasizes public engagement and coordination with community stakeholders to ensure the airport remains a strategic regional asset.

The airport's unique multimodal advantages—including one of the longest runways in the region, direct access to rail and major highways, and its proximity to industrial development—create significant opportunities for economic expansion. The Master Plan is expected to support future aviation-related business recruitment, industrial development, logistics, manufacturing, aerospace investment, and corporate aviation activity. These improvements have the potential to generate new private investment, create high-quality jobs, strengthen the local tax base, and further establish Big Spring as a regional transportation and economic hub. Building on the Big Spring Economic Development Corporation's longstanding investments in airport and industrial park infrastructure, the Master Plan provides a roadmap for sustained economic growth and long-term competitiveness.

The Big Spring City Council has made a commitment to the project for the long-term benefit of the community. Woolpert is contracted to provide the master plan process and is being coordinated with local Project Directors Mike Feeley and Susan Sankey, supporting a vision for both aviation excellence and economic development for the Big Spring community. The focus is **JOBS!** (Night over RWY 18 photo credit: Rob Barber, Woolpert)

Big Spring EDC Impact 2025-2026

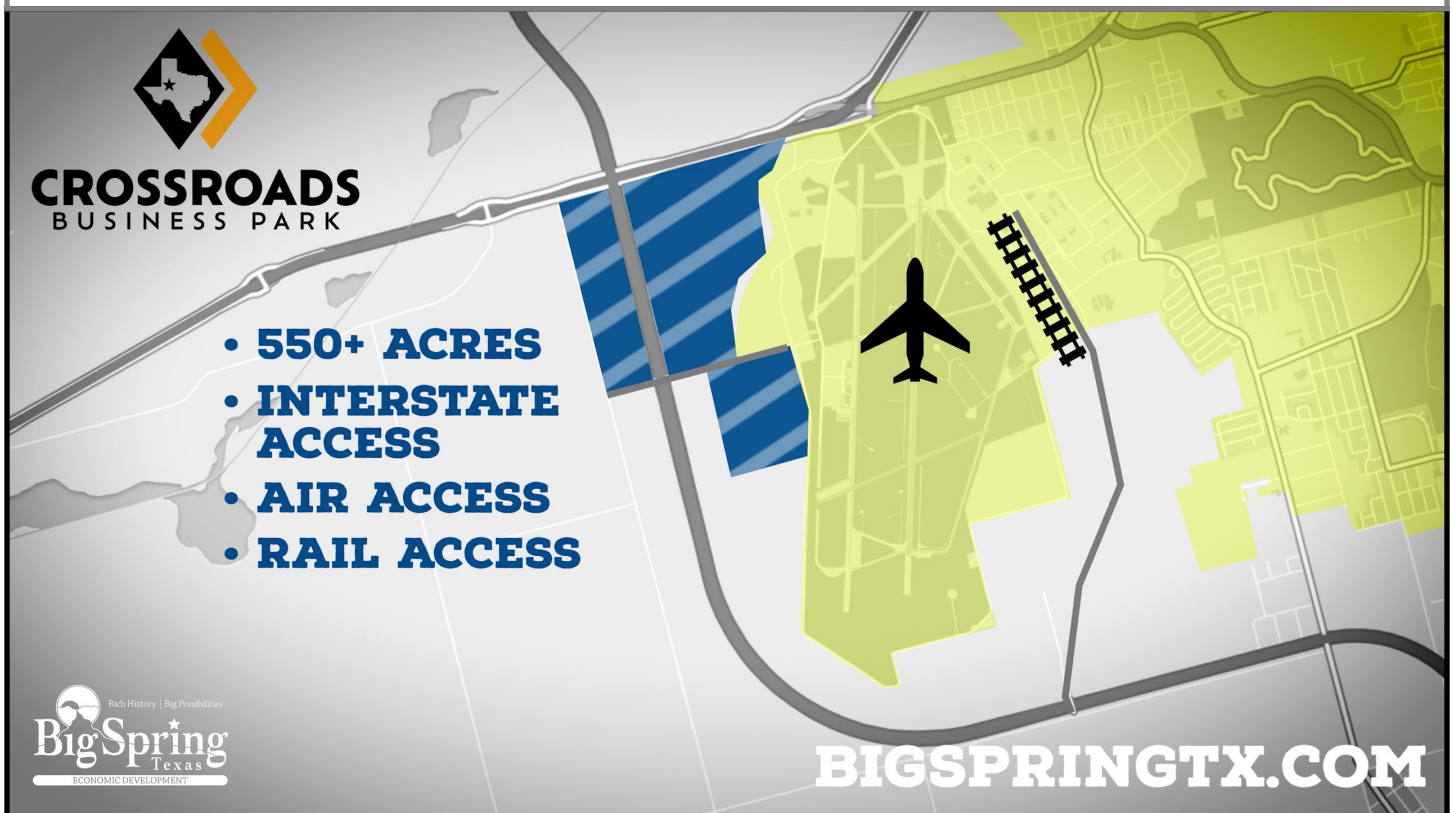
Crossroads Business Park:

- ♦ EDA infrastructure construction is expected completed by year-end.
- ♦ Annexation of the properties is complete.
- ♦ Zoning strategy is in process.
- ♦ The EDC contracted with a firm to create a Tax Increment Finance Zone (TIRZ) that includes the business park. The City and County are both participating.

Workforce and Industry:

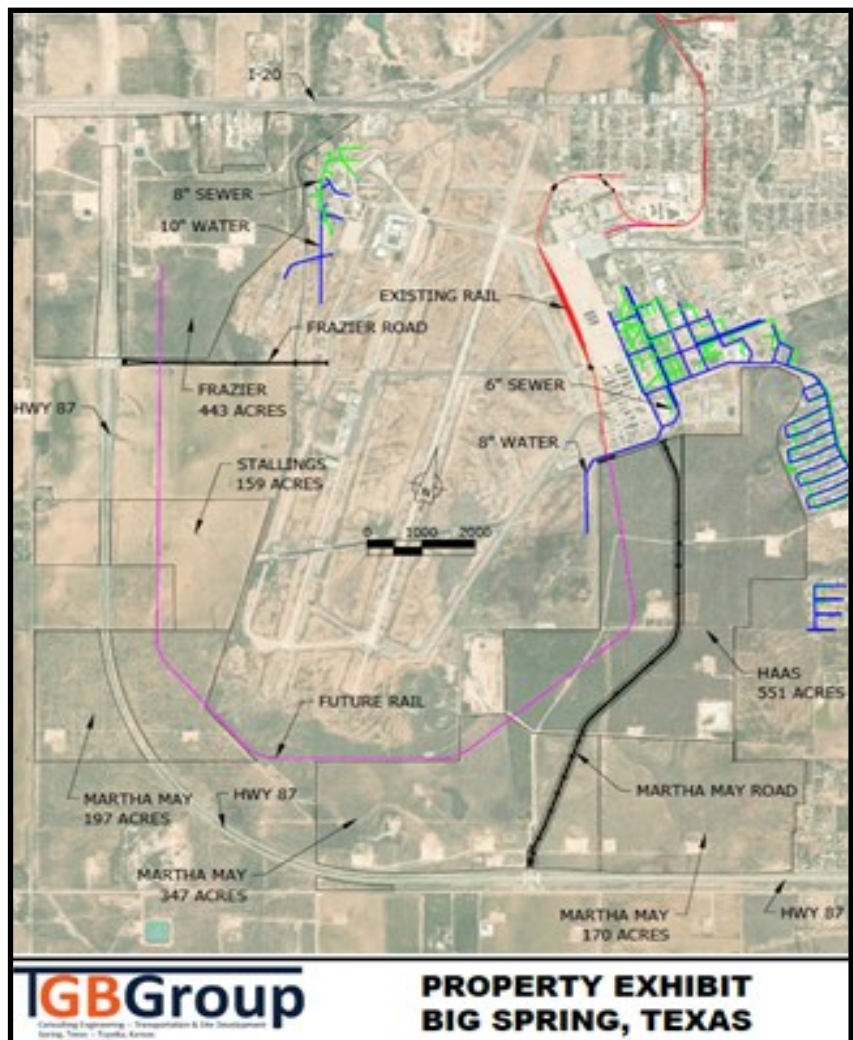
- ♦ The EDC continues to work with Delek USA's potential rail storage expansion.
- ♦ The EDC is working with Howard College on workforce training initiatives driven by local business workforce needs and with the ***School to Industry*** Program through the Chamber of Commerce.

Championed nomination for eligible census tracts for **Opportunity Zones 2.0** to the Governor's office.



Crossroads Business Park

For nearly thirty years, the development vision for the community has been west of town with the idea of a reliever route that would divert and relieve truck traffic from inside the city. With the many renovations and improvements that the EDC has made over the last several years, it is imperative to continue the growth to the west for the best economic impact to the community. With that, the EDC Board of Directors found it necessary to collaborate with the City of Big Spring and the property owner of 420 acres, in applying for an EDA Grant that would allow for extension of infrastructure to the property between the reliever route and the McMahon/Wrinkle Airport and Industrial Park. This development is envisioned to become a transportation and distribution hub for West Texas because of the central location and being set at the crossroads of I-20 and I-27. This is anticipated to benefit city resources for the next 30 years in regards to creating primary job. In 2024, the EDC was able to purchase 127 acres adjacent to the 420 acres so this will now open up 550 acres for development.





Big Spring Economic Development is excited to be part of the Ports-to-Plains Alliance. The Ports-to-Plains Trade Corridor Coalitions is, above all, a network of people who share the same interest in the robust, sustainable growth of jobs and investment throughout the 9-state Ports-to-Plains corridor. The network's geographic alignment between the Texas and western Canada's oil patch, the Ports-to-Plains Trade Corridor is increasingly recognized as an important economic development resource for business leaders throughout North America's energy and agricultural heartland. The Ports-to-Plains region services a 4,950-plus mile economic development corridor of existing highways stretching from the port at Mazatlán, Sinaloa, Mexico to northern Alberta.

On March 15, 2022, President Biden signed legislation into law designating the Texas and New Mexico portions of the Ports-to-Plains Corridor as a future Interstate 27. This bill was presented by Rep. Jodey C. Arrington (TX -19) and Rep. Henry Cuellar (TX-28). On March, 2024, it was officially designated I-27. Funding is still being finalized.

On April 14, 2025, the Texas Department of Transportation (TxDOT) and the Ports-to-Plains Alliance held a ribbon-cutting and signage unveiling ceremony celebrating a major milestone: the official designation of a 4.2-mile segment of U.S. Highway 87 as part of Interstate 27 (I-27).

This event marks the first segment of I-27 to be officially designated because the corridor is federally recognized as a Future Interstate through Texas and New Mexico. The newly designated section extends from South Loop 289 in Lubbock to 0.1 mile north of County Road 7500 and is constructed to interstate standards.

Big Spring hosted the I-27 Advisory Committee official hybrid meeting at the Hotel Settles on April 9th to discuss the route development, infrastructure requirements, and economic impacts of the Ports-to-Plains Corridor.

Big Spring EDC Project Investments

The following is a list of McMahon/Wrinkle Airport & Industrial Park and Crossroads Business Park infrastructure rehabilitation and additions the EDC has accomplished/ in process of accomplishing since 2008:

2008-	\$850,000 upgrade to airport runway to accommodate landing 737 aircraft
2011-	\$28,303 rail upgrade to existing user
2012-	\$150,000 rail upgrade of main BSR line into the Industrial Park
2012-	\$496,930 rail expansion (Phase 1)
2014-	\$284,203 funded City Master Plan to include the Airport/Industrial Park Master Plan
2015-	\$1,004,997 rail expansion (Phase 2) 2,345 ft of track
2015-	\$3,380,000 rail expansion (Phase 3) 7,600 ft of track
2018-	\$2,475,850 rail expansion (Phase 4) 8,180 ft of track
2019-	\$2,462,767 rail upgrade of main BSR line from UP main line
2020-21	\$5,500,000 built two access roads into the airport/industrial park from the HWY 87 Reliever Route (2.5 miles)
2022-23-	\$400,000 budgeted to assist City with EDA Grant for water/sewer infrastructure of the Crossroads Business Park
2023-24-	\$1,272,000 purchase of 127 acres adjacent to the proposed Crossroads Business Park to expand economic growth
2023-24-	\$244,200 for additional infrastructure for the 127 acres
2024-25-	\$40,000 for the TIRZ implementation

Total = \$18,589,250.00

The current and past Board of Directors and Staff along with the City have a vision of sustainable growth and have taken steps to make that vision come to fruition for the economic viability for Big Spring and Howard County.

SALES TAX REVENUE

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Mth% Change	YTD Change
October	\$181,959.60	\$257,073.69	\$257,762.97	\$274,816.81	\$274,732.58	-0.03%	-0.03%
November	\$201,359.73	\$253,354.93	\$291,306.91	\$233,983.08	\$241,955.01	3.41%	1.55%
December	\$244,486.85	\$414,710.55	\$48,482.22	\$302,422.96	\$351,631.94	16.27%	7.04%
January	\$187,754.81	\$223,206.35	\$549,880.51	\$256,671.55	\$251,420.71	-2.05%	4.85%
February	\$181,059.49	\$242,958.12	\$266,855.59	\$228,777.12	\$247,381.35	8.13%	5.43%
March	\$248,646.66	\$306,214.65	\$301,312.31	\$313,650.35	\$293,085.49	-6.56%	3.10%
April	\$241,868.35	\$229,524.95	\$281,232.15	\$266,291.45	\$274,107.12	2.94%	3.07%
May	\$208,069.34	\$259,271.51	\$267,191.05	\$234,512.25	\$262,611.14	11.98%	4.06%
June	\$277,939.38	\$271,506.76	\$285,632.59	\$291,445.69			
July	\$256,815.98	\$244,256.09	\$257,593.23	\$306,235.16			
August	\$268,439.19	\$268,497.08	\$267,847.21	\$238,904.09			
September	\$276,166.39	\$288,498.61	\$300,453.55	\$266,915.24			
Annual Total	\$2,774,565.77	\$3,259,073.29	\$3,375,550.29	\$3,214,625.75	\$2,196,925.34		

BUSINESS FACILITATION

Supporting Local Entrepreneurs and Businesses

The Big Spring Economic Development Corporation (EDC) has partnered with Leading EDG to provide professional coaching and consulting services to local entrepreneurs and small businesses at no cost to participants. Through this partnership, the EDC covers the annual fee for these expert services, making valuable business guidance and support accessible to our community. Whether you're starting a new venture or looking to grow an existing business, this resource is available to help you succeed.

From October 2025-Current Leading EDG has met with 19 clients; 7 of those are new clients.

Startup Businesses

- ♦ Talk through details of the business idea
- ♦ Work up financial projections
- ♦ Walk through the steps of opening a business in Texas:
- ♦ Secretary of State, County Clerk, State Comptroller,
- ♦ IRS, Texas Workforce Commission, Permits and Licensing
- ♦ Provide market research and demographic studies
- ♦ Educate on financial management tools
- ♦ Educate on sales and marketing strategy
- ♦ Educate on available loan programs and HUB certification

Existing Businesses

- ♦ Accounting systems
- ♦ Non disclosure agreements
- ♦ Help set pricing
- ♦ Sales and marketing plans
- ♦ Launch new products
- ♦ Business plan and financial projections for lenders
- ♦ Valuation of the business
- ♦ Steps to bid on government contracts
- ♦ Set up online business
- ♦ Help build proposals for clients to approach EDC for incentives



203 clients have been seen from October 2011-May 2026

PROSPECT ACTIVITY

Throughout 2025-2026, Big Spring EDC engaged with numerous prospects.

These prospects consist of a wide range of diverse industries, including oil and gas, solar and wind energy, chemicals, technology, manufacturing, retail and warehousing and distribution centers.

Big Spring Economic Development was also involved in the following local, regional and state organizations and marketing initiatives conducive to improving and marketing our community:

Community Involvement	Associations	Recruiting Efforts & Trade Shows
City of Big Spring Staff and Council Meetings	TEDC and Team Texas	Cornet
County Group	High Ground	Area Development
Big Spring Area Chamber of Commerce	Ports to Plains Alliance	IAMC
Greater Big Spring Rotary	IEDC	Team Texas
Keep Big Spring Beautiful	IAMC	High Ground
	Select USA	
	TXEDConnection	
	Southern Economic Development Council	

In 2025-2026, year-to-date, Big Spring EDC attended over 90 meetings for community involvement, associations & trade shows

ANALYTICS



SPOTLIGHT

Pop-Facts® Demographics | Housing & Household



Trade Area: Howard County

Population: 22,298 | Households: 7,871

MEDIAN AGE OF HOUSEHOLDER

52

Index:100

PRESENCE OF OWN CHILDREN*



28.4%

Index: 100

AGE OF HOUSING**



65 - 74 years old

% Comp:26.0 Index:100

HOUSING TENURE



Own

57.6%

Index: 100

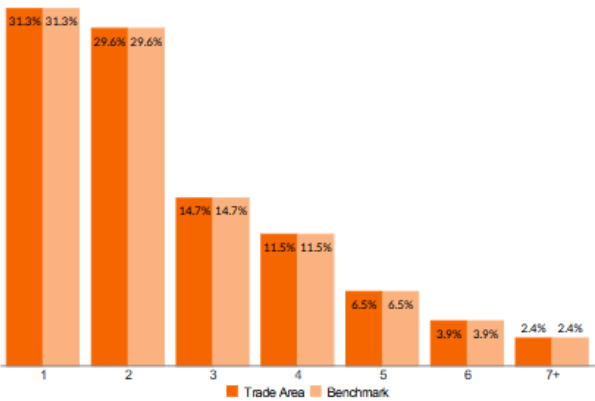


Rent

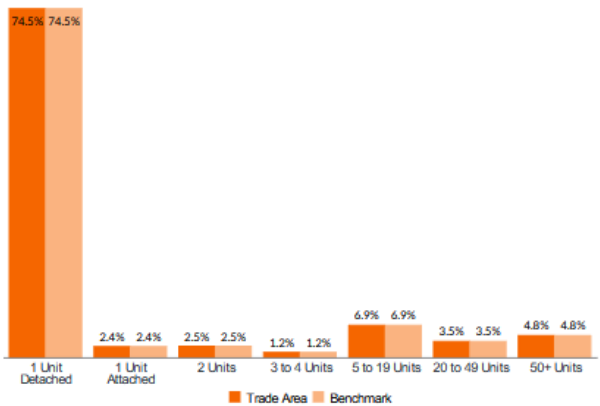
42.4%

Index:100

HOUSEHOLD SIZE



HOUSING UNITS IN STRUCTURE



Benchmark: Howard County

*Uses the variable "Households with people under age 18"

**Chosen from percent composition ranking

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(<https://claritas.easplight.com/Spotlight/About/3/2026>)

Index Colors: <80 80 - 110 110+

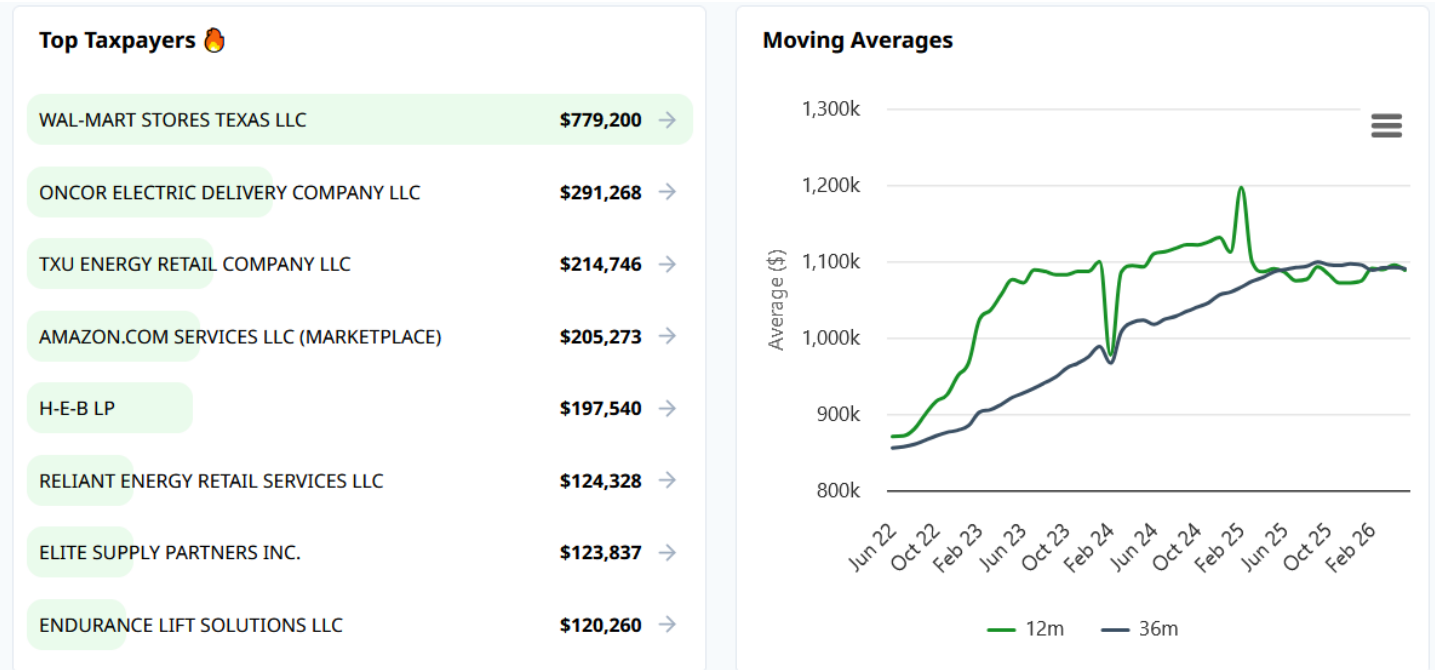
Spotlight is utilized as a tool to verify demographic and economic conditions in our community. This data is specifically used when responding to prospect RFI's and providing data to potential businesses wishing to locate in our community.

ANALYTICS



ZacTax monitors sales tax revenue by taxpayer, industry, geography and compares other cities.

The EDC uses these reports to monitor the health of local business and as a metric to measure success of businesses for which the EDC has performance agreements.



MARKETING & SERVICES

Website

BigSpringTX.com

Since the launch of the website, many inquiries have been processed for the community through the Big Spring EDC.

Between October 2025 and May 2026 (eight months), the website had **7,300 visits and 11,000**



Digital Media

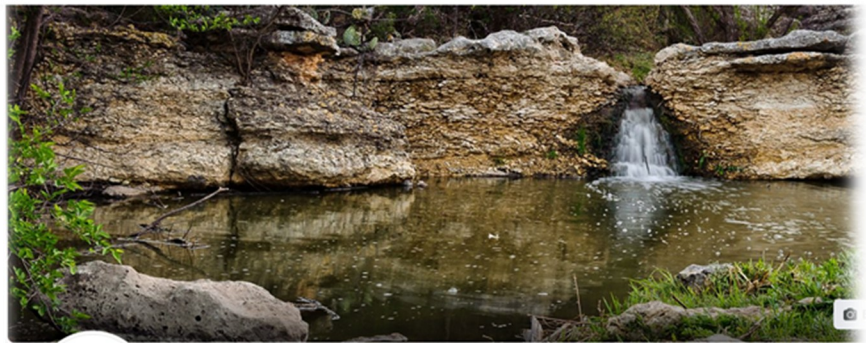


FaceBook



LinkedIn

***Big Spring
Economic
Development
Corporation***



Big Spring Economic Development Corporation

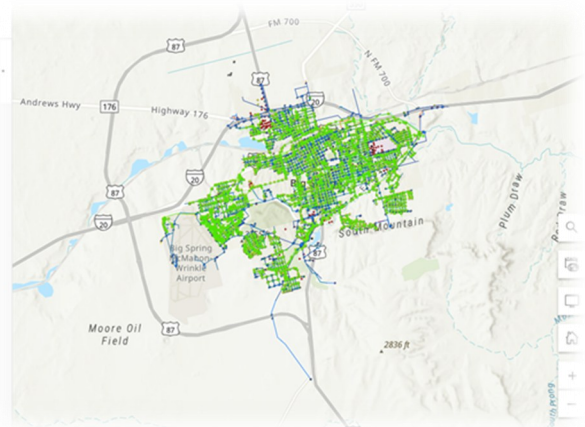
@bigspringeconomicdevelopment • 5.3 reviews • Nonprofit

+ Add action button

GIS Services

Arcgis offers a full range of GIS services to support organizations and local government entities.

This site benefits EDC by helping identify property, owners and infrastructure for potential new prospects or existing business wanting to relocate or expand.



2026-2027 PLAN OF WORK

BIG SPRING ECONOMIC DEVELOPMENT CORPORATION



MISSION

To assist, stimulate, and enhance economic development in Big Spring, Texas, subject to applicable State and Federal laws and the Bylaws and the Articles of Incorporation.

To utilize its sales tax revenues to increase the job opportunities available to the citizens of Big Spring by assisting the expansion of local businesses and attracting new business activities to Big Spring.

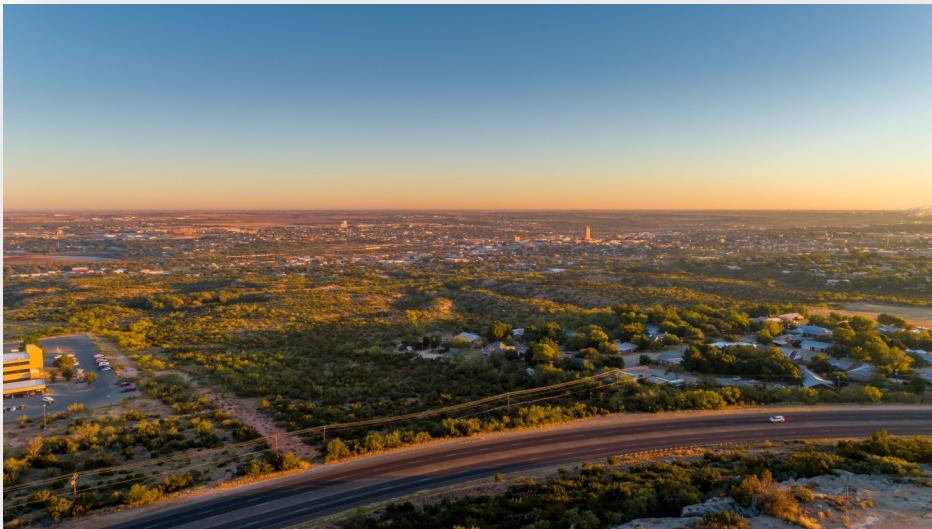
About Big Spring EDC

Big Spring Economic Development Corporation was created in 1990 as one of the first Type A Corporations in Texas and is a Texas Non-Profit, Tax Exempt, Corporation specifically governed by the Texas Development Act of 1979 and is funded by a one-half ($\frac{1}{2}$) cent Type A sales tax. The local sales tax rate is 8.25%. State receives 6.25%, City receives 1.5% and EDC receives .5%.

Big Spring Economic Development Corporation assists, stimulates, and enhances economic development in Big Spring, Texas, subject to applicable State and Federal laws and the Bylaws and the Articles of Incorporation of Big Spring Economic Development Corporation.

BSEDC utilizes its sales tax revenues to increase primary job opportunities available to the citizens of Big Spring by assisting in the expansion of local industry and the attraction of new industry to Big Spring and Howard County.

The goals of Big Spring EDC are to attract businesses who offer highly skilled positions at high wages, to retain and expand existing businesses in Big Spring and the surrounding area, help develop a skilled workforce, and to create a business environment conducive for entrepreneurship.



Big Spring EDC targets specific industries, activities and opportunities on which to focus recruitment and retention efforts. Matching location strengths to industry requirements and to industry demand patterns is critical in target industry identification, and an essential component of an effective development strategy. These defined industries are a likely match for the relocation or expansion of primary jobs in Big Spring.

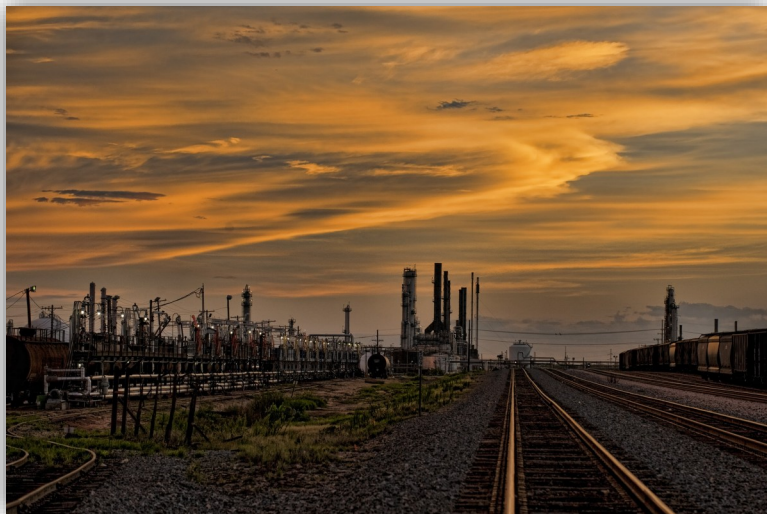
TARGET INDUSTRIES

Oil and Gas Energy- West Texas and Howard County in particular have a strong tradition of oil and gas exploration and production. Oil, originally discovered in 1926, has been a primary industry in the area and a major contributor to the local economic base. Today Big Spring is home of one of the largest inland refineries in the United States and is a hub for oil and gas processing and distribution. Drilling, refining, carbon black production, oil well servicing, oil field supply, and oil field equipment manufacturing represent a significant employment base for the area. Big Spring will continue to have a strong oil related base and efforts will continue to develop and retain oil related industry.



Transportation and Distribution- Big Spring is situated at the “Crossroads of West Texas” making it a natural transportation and distribution hub. Interstate Highway 20 is the major east west artery and U.S. Highway 87 the major north south artery. Big Spring is located on the Ports-to-Plains Corridor linking Mexico with Canada, a major transportation route for goods and services manufactured or grown in the mid west and distributed worldwide. Big Spring is the former home of Webb Air Force base and boasts an 8,800 ft. runway capable of landing 737 class aircraft, a new state of the art air terminal, and facilities that lend themselves to national and global shipping and distribution. Big Spring is serviced by Union Pacific Railroad on their

primary east-west track with thousands of railcars passing through Big Spring daily. Big Spring is also proud of the established Big Spring Rail System, a short line, which provides transload services to existing customers on the airpark and potential new businesses. These assets make Big Spring ideal for transportation and distribution operations and a focus for the EDC to develop logistical operations.





Agriculture- Before oil and gas, before wind, farming and ranching were the economic engines of West Texas and Big Spring. Cattle and cotton production continue to have a significant impact of the local economy. Big Spring is home to a major cotton storage distribution coop to warehouse and market cotton nationally and internationally. BSEDC understands the importance of agricultural production not only locally, but nationally and place a high priority on developing agriculture related industry, manufacturing and distribution.

Renewable Energy-Big Spring was one of the first sites for wind energy production in the central United States. In 1999, an over 34MW project was completed and in 2008 another 250MW and in 2016 another 120MW of capacity was added with future projects being discussed. Utility scale solar projects are now being planned with possible location in the Big Spring area. These projects are opening new doors for supply chain industries to locate in our region. Training programs for renewable energy related jobs are now offered at the community college and high schools. This new industry diversifies the economic base and offers many new areas for job development and growth.



Health Care- Big Spring has long had the reputation as the center for health care in West Texas. Big Spring is a center for health care ranging from a 150 bed private hospital serving the general public, to a Department of Veteran Affairs Medical Center, a State mental health facility and a Texas State Veterans Home. Big Spring is home of one of the premier rehabilitation facilities in West Texas providing physical therapy, occupational therapy, cardiac rehabilitation, audiology, wellness programs, and with a multitude of other services. Shannon Health provides access to care through Shannon Hospital of Big Spring and Shannon Clinic.

MISSION OBJECTIVES

Business Development

Big Spring EDC will work to promote the Big Spring area as a competitive location for new primary businesses and targeted industries with specific focus on companies paying wages that meet or exceed the average primary wage for the Big Spring labor market. Big Spring EDC is an active participant in industry trade shows and professional organizations that connect EDC face to face with site selectors.

Business Retention and Expansion

Business Retention and Expansion efforts are accomplished primarily by establishing close relationships with existing primary businesses. The strategy ensures the community is providing the best atmosphere for business prosperity and growth. Big Spring EDC invests resources to assist and foster growth in local business.

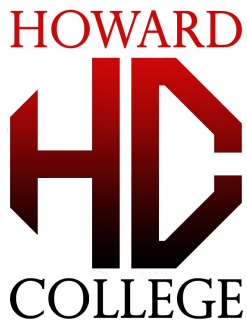
Entrepreneurialism

Big Spring EDC works to create a business environment conducive to entrepreneurialism by providing business support and technical assistance to start up and existing businesses in collaboration with Leading/EDG, a business facilitation group.



Workforce

A well-educated workforce is essential in a competitive environment, and workers must be able to update and expand their knowledge as new technology and ways of working evolve. Post-secondary and higher education resources are readily available in Howard County to serve residents and businesses.



Howard College Workforce Training Program promotes the development of a skilled workforce for existing and new industry. The training facility offers programs for basic skills in welding, heavy equipment operation, hydraulics, wind and electrical technology for new and existing business.

Texas Workforce Commission offers training assistance through the Workforce Investment Act Program, Skills Development Fund, and On the Job Customized Training through the Workforce Solutions of the Permian Basin.



GOALS

Big Spring Economic Development Corporation Strategic Priorities and Goals FY 2026-2027

Purpose: *The purpose of the Corporation is to promote, assist, and enhance economic development in accordance with the Articles of Incorporation. (Section II Purposes, 2.01)*

Theme: **LEVEL UP**

Strategic Priority I

Level Up: *Connect. Support. Expand.*

BUSINESS RETENTION AND EXPANSION

- ♦ Strengthen relationships with existing employers through an intentional Business Retention and Expansion (BRE) program.
- ♦ Identify opportunities for business expansion, capital investment, and workforce development/job creation.
- ♦ Maintain regular communication with major employers.

<u>Measurement</u>	<u>Target (annual)</u>
Number of business retention visits	24
Executive-level employer meetings	24
Local business storytelling	10

GOALS

Big Spring Economic Development Corporation Strategic Priorities and Goals FY 2026-2027

Purpose: *The purpose of the Corporation is to promote, assist, and enhance economic development in accordance with the Articles of Incorporation. (Section II Purposes, 2.01)*

Theme: LEVEL UP

Strategic Priority II

Level Up: *Increase Visibility. Generate Leads. Grow Investment.*

STRENGTHEN THE BSEDC BRAND AND COMMUNITY IDENTITY

- ♦ Create brand identity and community “elevator” pitch.
- ♦ Strengthen our identity. Expand our impact.
- ♦ Share local success stories and promote community assets.
- ♦ Network within and outside the community, region, state, nation, and globally.

<u>Measurement</u>	<u>Target</u>
Update logo and brand identity	Sync with timeline of multi-modal master Plan for consistent messaging (not later than year-end)
Update website to promote brand/assets	Up and running, not later than Sep 30
Increase presence on digital media	Weekly posts; track analytics
Increase relationships and exposure	Attend events and trade shows (report to Board)

GOALS

Big Spring Economic Development Corporation Strategic Priorities and Goals FY 2026-2027

Purpose: *The purpose of the Corporation is to promote, assist, and enhance economic development in accordance with the Articles of Incorporation. (Section II Purposes, 2.01)*

Theme: LEVEL UP

Strategic Priority III

Level Up: *Ready. Responsive. Competitive.*

IDENTIFY AND ATTRACT BUSINESSES

- ♦ Recruit companies that align with Big Spring's targeted industry sectors.
- ♦ Advance development of airport and Crossroads Business Park.
- ♦ Position reliever route as catalyst for development.
- ♦ Provide support for entrepreneurs and business development.
- ♦ Compete for growth.

<u>Measurement</u>	<u>Target</u>
Identify qualified prospects	40
Support entrepreneurialism	Maintain and promote services of LeadingEDG
Targeted recruitments	4
Respond to RFIs	10

GOALS

Big Spring Economic Development Corporation Strategic Priorities and Goals FY 2026-2027

Purpose: *The purpose of the Corporation is to promote, assist, and enhance economic development in accordance with the Articles of Incorporation. (Section II Purposes, 2.01)*

Theme: LEVEL UP

Strategic Priority IV

Level Up: *Educate. Collaborate. Elevate. Cultivate champions for Big Spring.*

PROFESSIONAL DEVELOPMENT AND COMMUNITY PARTNERSHIPS

- ♦ Seize education, training, networking opportunities for staff, board, and community economic development partners.
- ♦ Increase public understanding of BSEDC mission and purpose.
- ♦ Strengthen collaboration among community stakeholders.

<u>Measurement</u>	<u>Target</u>
Training events and networking	12+
Economic development champions identified and engaged	Identify, track, and expand by 50%
Establish development team meetings	Weekly, by Oct 1

GOALS

Big Spring Economic Development Corporation Strategic Priorities and Goals FY 2026-2027

Purpose: *The purpose of the Corporation is to promote, assist, and enhance economic development in accordance with the Articles of Incorporation. (Section II Purposes, 2.01)*

Theme: LEVEL UP

Strategic Priority V

Level Up: *Perform with purpose.*

BUILD A CULTURE OF ORGANIZATIONAL EXCELLENCE

- ♦ Enhance operational efficiency and fiscal stewardship.
- ♦ Strengthen governance and accountability.
- ♦ Improve organizational effectiveness through data-driven decision making.
- ♦ Promote continuous improvement in organizational processes and service delivery.

<u>Measurement</u>	<u>Target</u>
Performance dashboard updates	Monthly
Establish guidelines for incentives	Oct 30
Policies reviewed	100%

GOALS

Big Spring Economic Development Corporation Strategic Priorities and Goals FY 2026-2027

Purpose: *The purpose of the Corporation is to promote, assist, and enhance economic development in accordance with the Articles of Incorporation. (Section II Purposes, 2.01)*

Theme: LEVEL UP

Strategic Priority VI

Level Up: *Align. Prepare. Prosper. Talent is the new currency.*

FOSTER A BUSINESS/INDUSTRY ALIGNED WORKFORCE THAT SUPPORTS ATTRACTION, RETENTION, AND EXPANSION IN BIG SPRING.

- ♦ Strengthen collaboration among employers, education, workforce agencies, and training providers.
- ♦ Promote career awareness and workforce opportunities aligned with target industries.
- ♦ Advocate for workforce solutions that address current and future business needs.

<u>Measurement</u>	<u>Target</u>
--------------------	---------------

Number of collaborative workforce initiatives implemented with education, workforce boards, secondary education, schools, and training partners, i.e. internship programs, apprenticeships, career fairs, industry tours, talent pipelines, workforce grants	4, annually
--	-------------

COLLABORATIVE PARTNERS



BIG SPRING ECONOMIC DEVELOPMENT CORPORATION

**Budget
2026-2027**

**Susan Sankey
Executive Director**





TABLE OF CONTENTS

2.0 Strategic Priorities & Goals	3
3.0 Introduction	4
4.0 ECONOMIC DEVELOPMENT	8
4.1 Revenues-Economic Development	10
4.2 Expenses-Economic Development	12
5.0 Debt Services Overview	16

LEVEL UP

2026–2027 Strategic Priorities for the Big Spring Economic Development Corporation

The 2026–2027 fiscal year marks an opportunity for the Big Spring Economic Development Corporation to **Level Up**—to raise our standards, strengthen our organization, and take a more intentional and proactive approach to economic development.

To Level Up means challenging ourselves to do more than respond to opportunities as they arise. It means anticipating what is next, preparing for growth before it arrives, and creating the conditions for businesses, workers, and the community to succeed. It means moving from reactive to proactive—from maintaining the status quo to continuously improving the way we serve Big Spring and advance its economic future.

This year's goals are structured around that commitment. We will **Level Up our community's identity and partnerships** by building greater awareness, collaboration, and champions for Big Spring. We will **Level Up our business community** through focused business retention and expansion efforts, stronger relationships with local employers, and support for entrepreneurship. We will **Level Up our workforce** through the alignment between education, training, and the needs of business and industry. We will **Level Up our approach to growth** by pursuing strategic business recruitment, infrastructure, site development, and partnerships that position Big Spring for long-term opportunity. And, we will **Level Up our organization** by investing in accountability, strong internal systems, and a culture of excellence.

The 2026–2027 budget is designed to align resources with these priorities. Rather than simply funding the activities of the past, the budget reflects a deliberate investment in the future—supporting the people, tools, partnerships, marketing, workforce initiatives, business development efforts, and strategic projects necessary to grow and improve. Every investment should move the organization and the community forward.

Level Up is more than a theme. It is a commitment to higher standards, stronger performance, greater accountability, and a more forward-thinking approach to economic development. By setting clear goals, measuring our progress, investing strategically, and working together, the Big Spring Economic Development Corporation will be better prepared to seize opportunities, address challenges, and create lasting economic prosperity.

Because when Big Spring levels up—everyone wins.

The **Big Spring Economic Development Corporation** began as Moore Development for Big Spring, Inc. in 1990. It is a **Type A, non-profit Corporation** specifically governed by the Texas Development Corporation Act of 1979, as amended. **The purpose of the Corporation is to promote, assist, and enhance economic development in accordance with the Articles of Incorporation.**

The current Big Spring Economic Development Corporation Board of Directors, appointed by the Big City Council include:

- Terry McDaniel, President
- Taylor Parks, Vice-President
- Nolan Dominguez, Secretary-Treasurer
- Scott Emerson, Director
- Gary Fuqua, Director
- Chad Wash, Director
- Mundy Weeks, Director

The current Big Spring Economic Development Corporation staff includes:

- Susan Sankey, Executive Director
- Teresa Morris, Associate Director

Type A EDCs are limited in scope and use of funds for primary job creation. Primary jobs projects include land, buildings, equipment, facilities, improvements, and expenditures that are for the creation and retention of "primary jobs" and suitable for the development, retention, or expansion of the following types of projects:

- Manufacturing
- Industrial
- Research and Development
- Recycling
- Small Warehouses
- Distribution Centers
- Regional and National Corporate Headquarters
- Closed or Realigned Military Bases, and
- Primary Job Training Facilities by Higher Education Institutions

Type A, Non-Primary Job Projects could include:

- Job training classes and career centers
- Business airport facilities and port related facilities
- Clean-up of contaminated project sites with special election and ballot language
- Infrastructure assistance to retail or commercial projects
- Business-related sewer utilities and site improvements
- Light rail, commuter rail, and motor buses
- Sports venue facilities with special election and specific ballot language

The EDC receives a half cent sales tax revenue to support its budget and to invest in the community for purposes of economic development.

EDCs cannot simply provide gifts of sales tax proceeds. A contract is required before any funds may be provided to a project, regardless of the amount. The contract is referred to as a "performance agreement" under Chapter 501 of the Texas Local Government Code. At minimum, the performance agreement must:

(1) be signed by the parties;

(2) set forth a schedule of additional payroll, additional jobs, or metrics for the business enterprise's economic impact and expansion within the community;

(3) outline in dollars and cents the capital investment to be made by the business enterprise;

(4) contain the amount of funds or other monetary or in-kind incentives provided to the business enterprise;

(5) the terms under which repayment must be made by the business enterprise to the EDC should the business fail to meet its contractual obligations, and; (6) contain statutory legal disclaimers required by all Texas political subdivisions and EDCs under the Texas Tax Code, Texas Government Code, and Texas Local Government Code (this includes language that the business enterprise will not employ undocumented workers and will not use the funds to pay delinquent income or property taxes, etc.).

The performance agreement is required to be approved by both the board of directors and the governing authority.

Goals FY 2026-2027

Theme: **LEVEL UP**

Strategic Priority I

Level Up: *Connect. Support. Expand.*

BUSINESS RETENTION AND EXPANSION

- Strengthen relationships with existing employers through an intentional Business Retention and Expansion (BRE) program.
- Identify opportunities for business expansion, capital investment, and workforce development/job creation.
- Maintain regular communication with major employers.

Measurement	Target (annual)
1. Number of business retention visits	24
2. Executive-level employer meetings	24
3. Local business storytelling	10

Strategic Priority II

Level Up: *Increase Visibility. Generate Leads. Grow Investment.*

Strengthen the BSEDC Brand and Community Identity

- Create brand identity and community “elevator” speech.
- Strengthen our identity. Expand our impact.
- Share local success stories and promote community assets.
- Network within and outside the community, region, state, nation, and globally.

Measurement	Target
1. Update logo and brand identity messaging	Sync with timeline of multi-modal master plan for consistent (not later than year-end)
2. Update website to promote brand/assets	Up and running, not later than Sep 30
3. Increase presence on digital media	Weekly posts; track analytics
4. Increase relationships and exposure	Attend events and trade shows

Strategic Priority III**Level Up:** *Ready. Responsive. Competitive.***IDENTIFY AND ATTRACT BUSINESSES**

- Recruit companies that align with Big Spring's targeted industry sectors.
- Advance development of airport and Crossroads Business Park.
- Position reliever route as catalyst for development.
- Provide support for entrepreneurs and business development.
- Compete for growth.

<u>Measurement</u>	<u>Target</u>
1. Identify qualified prospects	40
2. Support entrepreneurialism	Maintain and promote services of LeadingEDC
3. Targeted recruitments	4
4. Respond to RFIs	10

Strategic Priority IV**Level Up:** *Educate. Collaborate. Elevate. Cultivate champions for Big Spring.***PROFESSIONAL DEVELOPMENT AND COMMUNITY PARTNERSHIPS**

- Seize education and training opportunities for staff, board, and community economic development partners.
- Increase public understanding of BSEDC mission and purpose.
- Strengthen collaboration among community stakeholders.

<u>Measurement</u>	<u>Target</u>
1. Training events and networking	12+
2. Economic development champions identified and engaged	Identify, track, and expand by 50%
3. Establish development team meetings	Weekly, by Oct 1

Strategic Priority V**Level Up:** *Perform with purpose.***BUILD A CULTURE OF ORGANIZATIONAL EXCELLENCE**

- Enhance operational efficiency and fiscal stewardship.
- Strengthen governance and accountability.
- Improve organizational effectiveness through data-driven decision-making.
- Promote continuous improvement in organizational processes and service delivery.

<u>Measurement</u>	<u>Target</u>
1. Performance dashboard updates	Monthly
2. Establish guidelines for incentives	Nov 20
3. Policies reviewed	100%

Strategic Priority VI

Level Up: *Align. Prepare. Prosper. Talent is the new currency.*

Foster a business and industry-aligned workforce that supports the attraction, retention, and expansion of employers in Big Spring.

- Strengthen collaboration among employers, education, workforce agencies, and training providers.
- Promote career awareness and workforce opportunities aligned with target industries.
- Advocate for workforce solutions that address current and future business needs.

Measurement	Target
Number of collaborative workforce initiatives implemented with education, workforce boards, secondary education, schools, and training partners, i.e. internship programs, apprenticeships, career fairs, industry tours, talent pipelines, workforce grants	4, annually

EDC Budget Process

The City Council's and EDC's goals, vision, and mission should be aligned.

The Big Spring EDC outlines its plan of work and goals — its operating expenditures and programs — annually, for each upcoming fiscal year. The governing authority is required by law to approve the EDC's budget and project expenditures. Under TLGC 501.073 the governing unit is also entitled to review and access the EDC's financial records.

The Big Spring City Council unanimously approved at its regularly scheduled June 23, 2026 council meeting an administrative services agreement between the EDC and the City; the agreement was approved by the EDC Board at its regularly scheduled meeting May 19, 2026.

Regular and special meetings of the EDC must be conducted in accordance with the Texas Open Meetings Act. The regular audit of the prior fiscal year was accepted by the EDC board at its regular meeting March 17, 2026. Budget discussions were included at regular and special EDC board meetings held May 19, June 11, June 16, July 13, and July 21. The EDC board approved its budget July 21 at its scheduled regular board meeting. The EDC annual report 2025-2026, annual work plan 2026-2027, and annual budget 2026-2027 were submitted to the City Manager July 30, 2026.

Comprehensive Fund Summary

Beginning and ending balances include accumulated amounts since the inception of the EDC. The EDC budget represents the investment of half-cent sales tax revenue for the economic development of Big Spring, Texas. Basic operations include marketing and promotions, and strategically aligned programs and projects for workforce development, business retention and expansion, infrastructure, manufacturing and industrial development, and business development related to Type A projects; and, additionally, previously approved Type B projects.

In the past, it appears budget amendments were sought to fund projects, rather than proactively budgeting incentives for anticipated projects aligned with goals. This projected 2026-2027 budget may be a different approach from prior years. Amounts are calculated from the most recent full year general ledgers, taking into consideration line items that are trackable for transparency and proactive investment for projects and programs aligned with strategic goals for economic development.

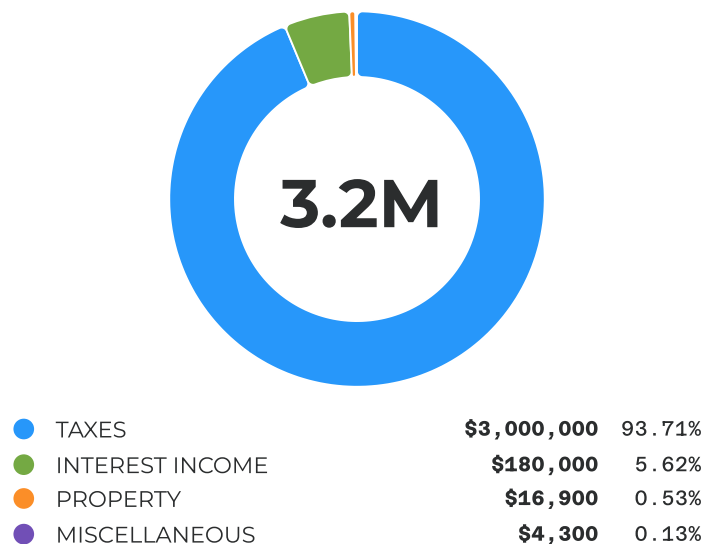
Comprehensive Fund Summary

Category	FY26-27 Proposed
Beginning Fund Balance	14,311,962
Revenues	
TAXES	3,000,000
INTEREST INCOME	180,000
PROPERTY	16,900
MISCELLANEOUS	4,300
Total Revenues	3,201,200
Expenditures	
PERSONNEL SERVICES	330,100
SUPPLIES AND MATERIALS	17,200
MAINTENANCE OF LAND	2,500
MAINTENANCE OF BUILDINGS	46,000
MAINTENANCE OF EQUIPMENT	9,000
CONTRACTUAL SERVICES	564,950
MISCELLANEOUS CHARGES	27,500
INTEREST EXPENDITURES	48,400
PROJECTS & PROGRAMS	2,475,000
LAND	300,000
BUILDINGS/STRUCTURES	325,000
EQUIPMENT	20,000
VEHICLES/HEAVY EQUIPMENT	45,000
Total Expenditures	4,210,650
Total Revenues Less Expenditures	(1,009,450)
Ending Fund Balance	13,302,512

Revenues-Economic Development

Revenues by Revenue Source

FY27 Revenues by Revenue Source



Revenues by Revenue Source

Category	Account ID	FY26-27 Proposed
TAXES		
CITY SALES TAXES	120-4020-000	3,000,000
Total TAXES		3,000,000
INTEREST INCOME		
INTEREST INCOME	120-4602-000	180,000
Total INTEREST INCOME		180,000
PROPERTY		
MINERAL LEASE - ROYALTIES	120-4707-000	10,000
BUILDING RENTAL	120-4731-000	6,900
Total PROPERTY		16,900
MISCELLANEOUS		
OTHER INCOME-UTILITY REIMB	120-4905-001	4,300
Total MISCELLANEOUS		4,300
Total Revenues		3,201,200

Taxes: Big Spring EDC's primary revenue source is the collection of a portion (half-cent) of the sales tax within the sales tax and use boundaries of the City of Big Spring.

Interest Income: Big Spring EDC's funds and reserves are invested in local banks and in TexPool. As the investment policy is reviewed, updated, and implemented to comply with the Public Funds Investment Act, a greater return is anticipated.

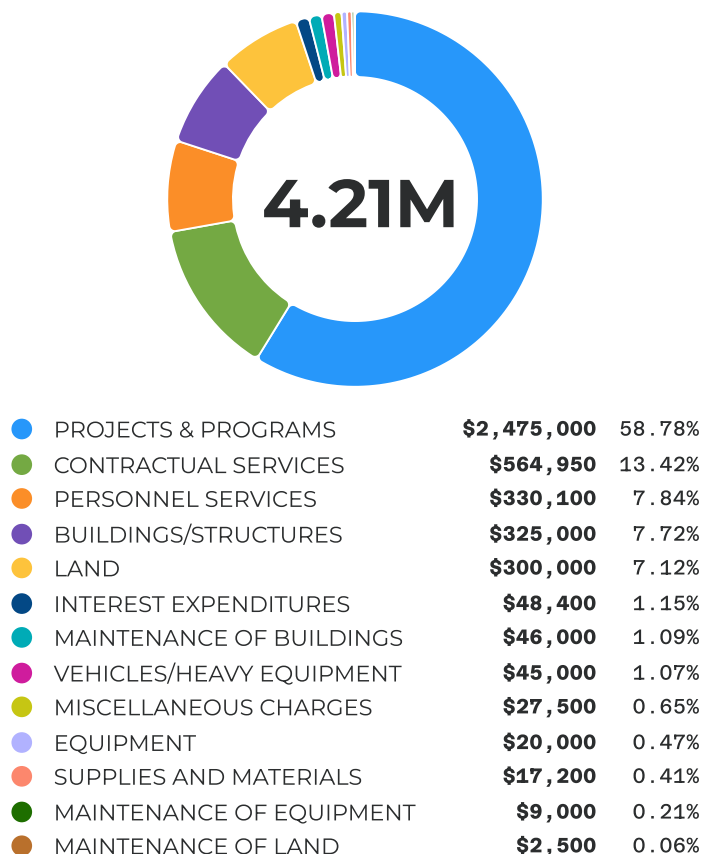
Property: This includes revenue generated by mineral royalties for the EDC owned property; and, from tenants (Big Spring Chamber of Commerce, United Way) occupying the building at 215 W. 3rd Street owned by the Big Spring EDC. The current tenant fee structure does not cover expenses associated with the needs of the building and is being reviewed by the Board of Directors.

Miscellaneous: The amount accounts for the reimbursement to the EDC by tenants in the building, i.e. a portion of utilities.

Big Spring EDC-Operational Expenses

Expenditures by Object Summary

FY27 Expenditures by Object Summary



Expenditures by Object Summary

Category	Account ID	FY26-27 Proposed
PERSONNEL SERVICES		
SALARIES	120-040-180-5010-000	218,700
AUTO ALLOWANCE	120-040-180-5015-000	16,200
NON-TAX EMPL ALLOWANCE / REIMB	120-040-180-5019-000	2,400
LONGEVITY	120-040-180-5045-000	2,050
RETIREMENT	120-040-180-5050-000	46,400
GROUP INSURANCE	120-040-180-5060-000	25,000
WORKERS' COMPENSATION	120-040-180-5065-000	1,000
RETIREMENT-DEFERRED COMP	120-040-180-5070-000	13,400
LIFE & DISABILITY INS	120-040-180-5075-000	1,050
MEDICARE	120-040-180-5080-000	3,500
UNEMPLOYMENT TAXES	120-040-180-5085-000	400
Total PERSONNEL SERVICES		330,100
SUPPLIES AND MATERIALS		
OFFICE SUPPLIES	120-040-180-5110-000	9,500
FOOD SUPPLIES	120-040-180-5112-000	1,000
GASOLINE, OIL & GREASE	120-040-180-5116-000	4,000

Category	Account ID	FY26-27 Proposed
JANITORIAL SUPPLIES	120-040-180-5118-000	500
OTHER SUPPLIES	120-040-180-5123-000	2,000
POSTAGE	120-040-180-5124-000	200
Total SUPPLIES AND MATERIALS		17,200
MAINTENANCE OF LAND		
LAND MAINTENANCE	120-040-180-5210-000	2,500
Total MAINTENANCE OF LAND		2,500
MAINTENANCE OF BUILDINGS		
MAINT OF BLDGS	120-040-180-5311-000	46,000
Total MAINTENANCE OF BUILDINGS		46,000
MAINTENANCE OF EQUIPMENT		
I.T. MAINT & EQUIP	120-040-180-5411-000	9,000
Total MAINTENANCE OF EQUIPMENT		9,000
CONTRACTUAL SERVICES		
INSURANCE	120-040-180-5520-000	14,350
SPECIAL SERVICES	120-040-180-5521-000	113,000
SPECIAL SERVICES-BUSINESS CONSULTANTS	120-040-180-5521-001	30,350
SPECIAL SERVICES-ENGINEERS	120-040-180-5521-005	50,000
SPECIAL SERVICES-ACCOUNTANTS	120-040-180-5521-007	9,800
SPECIAL SERVICES-ATTORNEY FEES	120-040-180-5521-011	10,000
ADVERTISING	120-040-180-5525-000	50,000
MARKETING & PROMOTIONS	120-040-180-5526-000	200,000
TRAVEL EXPENSE	120-040-180-5530-000	25,000
DUES & SUBSCRIPTIONS	120-040-180-5540-000	42,000
ELECTRICITY	120-040-180-5550-000	3,250
EDUCATION & TRAINING	120-040-180-5555-000	12,000
GAS FOR HEATING	120-040-180-5560-000	2,400
WATER	120-040-180-5565-000	2,800
Total CONTRACTUAL SERVICES		564,950
MISCELLANEOUS CHARGES		
ADMINISTRATIVE FEES	120-040-180-5641-000	27,500
Total MISCELLANEOUS CHARGES		27,500
INTEREST EXPENDITURES		
INTEREST EXPENSE	120-040-180-5701-000	48,400
Total INTEREST EXPENDITURES		48,400
PROJECTS & PROGRAMS		
WORKFORCE DEVELOPMENT	120-040-180-5901-000	75,000
BUSINESS RETENTION & EXPANSION	120-040-180-5902-000	300,000
INFRASTRUCTURE	120-040-180-5903-000	250,000
MANUFACTURING & INDUSTRIAL DEVELOPMENT	120-040-180-5904-000	300,000
BUSINESS DEVELOPMENT	120-040-180-5905-000	250,000
TYPE B PROJECTS	120-040-180-5906-000	750,000
ROADS LOAN PROJECT	120-040-180-5907-000	550,000
Total PROJECTS & PROGRAMS		2,475,000
LAND		
LAND	120-040-180-6100-000	300,000
Total LAND		300,000

Category	Account ID	FY26-27 Proposed
BUILDINGS/STRUCTURES		
BUILDINGS	120-040-180-6200-000	300 , 000
BUILDINGS-SPECIAL PROJECTS	120-040-180-6201-000	25 , 000
Total BUILDINGS/STRUCTURES		325 , 000
EQUIPMENT		
FURNITURE & FIXTURES	120-040-180-6310-000	20 , 000
Total EQUIPMENT		20 , 000
VEHICLES/HEAVY EQUIPMENT		
MOTOR VEHICLES	120-040-180-6401-000	45 , 000
Total VEHICLES/HEAVY EQUIPMENT		45 , 000
Total Expenditures		4 , 210 , 650

Personnel Services: There is no change in current staff salaries, auto allowance, non-tax employee allowance/reimbursement (phone allowance). Other personnel services — longevity, retirement, group insurance, worker's compensation, retirement-deferred compensation, life & disability insurance, medicare, unemployment taxes — reflect increases from the prior year consistent with calculations by the City of Big Spring.

Supplies and Materials: Big Spring EDC utilizes general office supplies, such as printer, ink, paper, computer hardware, etc. for its day-to-day operations. Food supplies include the costs associated with hosting guests. Gasoline, Oil, and Grease includes gas charges for re-fueling vehicles. Janitorial Supplies include standard supplies such as paper goods and cleaning supplies. Postage/Shipping refers to general mailing supplies and postage fees.

Maintenance of Land: Includes landscaping of property at 215 W. 3rd Street.

Maintenance of Building: Includes maintenance of building at 215 W. 3rd Street.

Maintenance of Equipment: Includes information technology maintenance, software.

Contractual Services: Includes insurance for property, liability, D&O, bond, etc.; legal services; engineering services; audit; utilities, including water, electrical, gas for heating. Dues and subscriptions, including: Team Texas, Texas Economic Development Council, International Economic Development Council, Southern Economic Development Council, Industrial Asset Management Council, Ports-to-Plains Alliance (EDC and City dues), Chamber of Commerce, High Ground of Texas, Texas ED Connection, Rotary, Dun & Bradstreet, Claritas, Big Spring Herald, WSJ; travel expenses include those expenses associated with promoting Big Spring, research and networking with business prospects and site selectors, and gaining increased exposure; education and training, including sales tax training, public funds investment act training, Advanced Economic Development Leadership. Marketing and promotions is at the allowable amount and includes updates and maintenance to the website, increased digital production, creation, and presence; advertising includes digital media and print listings; Leading EDC to provide support services and meet with potential new and current businesses/entrepreneurs.

Note: Type A EDCs may not spend more than ten percent (10%) of annual revenues for promotional purposes.

Administrative Fees: Administrative services contract between EDC and the City of Big Spring.

Interest Expenditures: Type B interest expense.

Projects & Programs: These align with the strategic goals and priorities of the EDC, including: workforce development, business retention and expansion, infrastructure, manufacturing and industrial development, business development; Type B Projects current year project expenses. For potential "mega" project(s), a budget amendment may be necessary.

Land: The potential acquisition of land may be an option, should the opportunity and alignment be appropriate.

Building(s): The potential acquisition of building(s) may be an option, should the opportunity and alignment be appropriate.

Equipment. Vehicles/Heavy Equipment: These items are for potential investment in furniture and fixtures, motor vehicles, as may be deemed appropriate and cost-effective.

Debt Overview Summary

"Type B Project"

In 2013, the EDC's financial commitment was capped at either the \$13 million maximum or the twenty-year payment period, whichever is reached first.

Payments of \$750,000 have been made since 2013 equaling \$10.5M as of 2026, which mean pay off of the \$13M will end January 2030. With the January 2030 payment being \$250,000.

PNC Loan (Martha May and Frazier Roads)

In 2020 the EDC's financial commitment was \$6M plus 2.51% fixed interest, equaling \$6,248,537.78.

Payments have been made since 2020 of interest and or principal/interest equaling \$3,910,487.78 as of March 2026, which means pay off of the total of \$2,338,050 will end March 2030."

(reference cite: Teresa Morris, EDC Associate Director)



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

CC: Todd Darden, City Manager

From: John Medina, Assistant City Manager

Date: August 11, 2026

Subject: Resolution Approving Atmos Energy West Texas Division 2026 Rate Review Mechanism (RRM) Settlement

Recommendation

Approve the resolution adopting the 2026 Rate Review Mechanism (RRM) settlement and associated rate tariffs for Atmos Energy Corporation – West Texas Division.

Background

The City of Big Spring is one of 68 West Texas municipalities that participate in the **Cities Served by Atmos West Texas** coalition. This coalition was established to provide a more comprehensive and transparent review of Atmos Energy's annual rate requests through the **Rate Review Mechanism (RRM)**, which replaced the previous Gas Reliability Infrastructure Program (GRIP) process.

On approximately April 1, 2026, Atmos Energy filed its annual RRM rate request based on its test year ending December 31, 2025. The Company initially requested a revenue increase of approximately **\$13.3 million**, which was limited to **\$11.8 million** under the provisions of the RRM tariff. Following an independent review by the Cities' consultants and negotiations with representatives of the participating cities, Atmos agreed to a settlement providing for a **\$10.8 million** increase, plus applicable revenue-related taxes, with an effective date of **October 1, 2026**.

Financial Impact

The approved settlement is estimated to increase the monthly bill of an average residential customer by approximately **\$5.17 per month**. Atmos Energy has prepared bill impact analyses for each customer class, and the Cities' consultants have verified the accuracy of the supporting revenue calculations. Customers in participating RRM cities are expected to continue paying lower rates than comparable Atmos customers in areas outside the RRM process, including the Lubbock region.

Discussion

The Cities continue to support the RRM process because it provides substantially greater oversight than the former GRIP process. Under the RRM, participating municipalities are able to:

- Conduct a comprehensive review of Atmos Energy's revenues, expenses, and capital investments.
- Utilize independent consultants to evaluate the Company's filing.
- Negotiate settlements that may reduce requested rate increases.
- Recover municipal rate case expenses from the utility.

By comparison, the former GRIP process allowed annual rate increases with limited regulatory review and did not provide cities meaningful participation in evaluating the reasonableness of capital expenditures.

The proposed resolution:

- Adopts the negotiated RRM rate tariffs.
- Finds the new rates to be just, reasonable, and in the public interest.
- Establishes a benchmark for pension and retiree medical costs for future rate proceedings.
- Requires Atmos Energy to reimburse participating cities for expenses associated with the rate review.
- Establishes the effective date upon adoption.

Fiscal Impact

The rate increase will be paid directly by Atmos Energy customers. There is **no direct fiscal impact to the City's General Fund**. The resolution also requires Atmos Energy to reimburse the City for eligible expenses incurred during the rate review process.

Staff Recommendation

Staff recommends approval of the resolution adopting the negotiated 2026 Atmos Energy West Texas Division Rate Review Mechanism settlement and associated tariffs. The negotiated settlement provides a lower increase than originally requested by the utility while maintaining the City's participation in a collaborative regional rate review process that offers greater oversight and consumer protection than the statutory GRIP process.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS (“CITIES”) AND ATMOS ENERGY CORP., WEST TEXAS DIVISION REGARDING THE COMPANY’S 2026 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE CITIES’ LEGAL COUNSEL.

WHEREAS, the City of Big Spring, Texas (“City”) is a gas utility customer of Atmos Energy Corp., West Texas Division (“Atmos West Texas” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos West Texas; and

WHEREAS, the City is a member of Cities Served by Atmos West Texas (“Cities”), a coalition of similarly situated cities served by Atmos West Texas that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos West Texas service area; and

WHEREAS, Cities and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for Cities based on the system-wide cost of serving the Atmos West Texas service area; and

WHEREAS, the RRM tariff was adopted by the City in a rate ordinance in 2026; and

WHEREAS, on about April 1, 2026, Atmos West Texas filed its 2026 RRM rate request with Cities based on a test year ending December 31, 2025; and

WHEREAS, Cities coordinated its review of the Atmos West Texas 2026 RRM filing through its Executive Committee, assisted by Cities’ attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as Cities' counsel and consultants, recommends that Cities approve an increase in base rates for Atmos West Texas of \$10.8 million with an Effective Date of October 1, 2026; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the Cities' Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2) and

WHEREAS, the RRM Tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM applications;

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

SECTION 1. That the findings set forth in this Resolution are hereby in all things approved.

SECTION 2. That, without prejudice to future litigation of any issue identified by Cities, the City Council finds that the settled amount of an increase in revenues of \$ 10.8 million for Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos West Texas within the municipal limits arising from Atmos West Texas' 2026 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

SECTION 3. That the existing rates for natural gas service provided by Atmos West Texas are unreasonable. The new tariffs, attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos West Texas to recover annually an additional \$10.8 million in revenue from customers in Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION 4. That the ratemaking treatment for pensions and retiree medical benefits in Atmos West Texas' next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

SECTION 5. That Atmos West Texas shall reimburse the reasonable ratemaking expenses of the Cities in processing the Company's 2026 RRM filing.

SECTION 6. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

SECTION 7. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 8. That if any one or more sections or clauses of this Resolution be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 9. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2026.

SECTION 10. That a copy of this Resolution shall be sent to Atmos West Texas, care of Philip Littlejohn, Vice President of Rates and Regulatory Affairs, West Texas Division, 6606 66th Street, Lubbock, Texas 79424, and Thomas Brocato, General Counsel to Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

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

Robert H. Moore III, Mayor

ATTEST:

APPROVED AS TO FORM:

Tami L. Davis, City Secretary

Andrew W. Hagen, City Attorney

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	RESIDENTIAL GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA — Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2026	

Availability

This schedule is applicable to general use by Residential customers for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 17.45
Consumption Charge	\$ 0.68910 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider SUR (WTX Cities) applies to this schedule.

The West Texas Division Rider SSI applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	COMMERCIAL GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA — Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2026	

Availability

This schedule is applicable to Commercial customers, including hospitals and churches, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 55.25
Consumption Charge	\$ 0.41308 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider SUR applies to this schedule.

The West Texas Division Rider SSI applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company [at wtx-div-plantprotection@atmosenergy.com](mailto:wtx-div-plantprotection@atmosenergy.com).

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	INDUSTRIAL GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2026	

Availability

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 250 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 250 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Monthly Rate

Charge	Amount
Customer Charge	\$ 1,144.00
Consumption Charge	\$ 0.27434 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule. The

West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule. The

West Texas Division Rider SUR applies to this schedule.

The West Texas Division Rider SSI applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

Overpull Fee

Upon notification by Company of an event of interruption or curtailment of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption or curtailment, pay Company 200% of the midpoint price for the WAHA point listed in Platts Gas Daily published for the applicable Gas Day in the table entitled "Final Daily Price Survey".

Replacement Index

In the event the "midpoint" or "common" price for the WAHA point listed in Platts Gas Daily in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	INDUSTRIAL GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2026	

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

To receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at wtx-div-plantprotection@atmosenergy.com.

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	TRANSPORTATION GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA — Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2026	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., West Texas Division Distribution System or the system formerly referred to as the Triangle Distribution System served by the West Texas Division for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility with an estimated annual usage greater than 100,000 Ccf per meter.

This tariff is not available to customers with a maximum daily demand of 1,000 MMBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand times 365). Load factors will be recalculated once each year to determine appropriate eligibility for the customers taking service under this rate schedule.

Type of Service

Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or ensure critical safety to the plant facilities, to plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and Ccf charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$1,144.00
Consumption Charge	\$ 0.27434 per Ccf

Upstream Transportation Cost Recovery: The customer is responsible for all upstream transportation costs.

Retention Adjustment: Plus a quantity of gas equal to the Company's most recently calculated financial L&U percentage for the twelve months ended September multiplied by the gas received into Atmos Energy Corporation's West Texas Division for transportation to the customer.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	TRANSPORTATION GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA — Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2026	

The West Texas Division Rider SUR applies to this schedule.

The West Texas Division Rider SSI applies to this schedule.

Conversions: Units may be converted from Ccf to Mcf or Mmbtu as necessary to comply with the underlying transportation agreement.

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company a monthly imbalance fee at the end of each month as defined in the applicable Transportation Agreement,

Overpull Fee

Upon notification by Company of an event of interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the WAHA point listed in Platts Gas Daily published for the applicable Gas Day in the table entitled "Final Daily Price Survey".

Replacement Index

In the event the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

To receive transportation service under this tariff, customer must have the type of meter, instrumentation, and communication required by Company. Customer must pay Company all costs associated with the acquisition and installation of the required equipment.

ATMOS ENERGY CORPORATION
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR APPROVAL
TEST YEAR ENDING DECEMBER 31, 2025

Line No.	Description	Reference	Shared Services		WTX			Total
			Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Proposed Benefits Benchmark -							
	Fiscal Year 2026 Willis Towers Watson Report as adjusted	(1) (2) (3)	\$ 200,007	\$ (489,280)	\$ (384,980)	\$ (1,129,993)	\$ 58,168	
2	Allocation Factor	(WP_F-2.3, Ln 1)	7.70%	7.70%	100.00%	100.00%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to WTX	(Ln 1 x Ln 2)	\$ 15,407	\$ (37,690)	\$ (384,980)	\$ (1,129,993)	\$ 58,168	
4	O&M and Capital Factor		100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs To Approve	(Ln 3 x Ln 4)	\$ 15,407	\$ (37,690)	\$ (384,980)	\$ (1,129,993)	\$ 58,168	\$ (1,479,088)
6								
7	O&M Expense Factor	(WP_F-2.3, Ln 2)	87.53%	87.53%	36.24%	36.24%	21.66%	
8								
9	Summary of Expense Costs to Approve:							
10	Total Pension Account Plan		\$ 13,486		\$ (139,515)			\$ (126,029)
11	Total Post-Employment Benefit Plan			\$ (32,991)		\$ (409,503)		(442,494)
12	Total Supplemental Executive Benefit Plan						\$ 12,598	12,598
13	Total	Sum (Ln 10 thru Ln 12)	\$ 13,486	\$ (32,991)	\$ (139,515)	\$ (409,503)	\$ 12,598	\$ (555,924)

ATMOS ENERGY CORPORATION
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON
TEST YEAR ENDING DECEMBER 31, 2025

Line No.	Description							Change	
								Amount	Percent
	(a)							(d)	(e)
1	<u>RESIDENTIAL</u>								
2	Customer Charge								
3	Consumption Charge 45.4 CCF X \$ 0.59685 =							\$16.75	
4	Rider GCA 45.4 CCF X \$ 0.39758 =							27.10	
5	Subtotal							18.05	
6	Rider FF & Rider TAX \$61.90 X 5.70% =							\$61.90	
7	Total							3.53	
8								\$ 65.43	
9	Customer Charge								
10	Consumption Charge 45.4 CCF X \$ 0.68910 =							\$ 17.45	
11	Rider GCA 45.4 CCF X \$ 0.39758 =							31.29	
12	Subtotal							18.05	
13	Rider FF & Rider TAX \$ 66.79 5.70% =							\$ 66.79	
14	Total							3.81	
15								\$ 70.59	\$ 5.17 7.90%
16	<u>COMMERCIAL</u>								
17	Customer Charge								
18	Consumption Charge 285.0 CCF X \$ 0.38395 =							\$45.00	
19	Rider GCA 285.0 CCF X \$ 0.39758 =							109.43	
20	Subtotal							113.31	
21	Rider FF & Rider TAX \$ 267.74 X 5.70% =							\$267.74	
22	Total							15.27	
23								\$ 283.01	
24	Customer Charge								
25	Consumption Charge 285.0 CCF X \$ 0.41308 =							\$ 55.25	
26	Rider GCA 285.0 CCF X \$ 0.39758 =							117.73	
27	Subtotal							113.31	
28	Rider FF & Rider TAX \$ 286.29 5.70% =							\$ 286.29	
29	Total							16.33	
30								\$ 302.62	\$ 19.61 6.93%

ATMOS ENERGY CORPORATION
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON
TEST YEAR ENDING DECEMBER 31, 2025

Line No.	Description							Change	
								Amount	Percent
	(a)							(d)	(e)
31	<u>INDUSTRIAL</u>								
32	Customer Charge							\$ 1,144.00	
33	Consumption Charge	3,345.7	CCF	X	\$ 0.25624	=	857.30		
34	Rider GCA	3,345.7	CCF	X	\$ 0.39758	=	1,330.19		
35	Subtotal						\$2,937.50		
36	Rider FF & Rider TAX	\$ 2,937.50		X	5.70%	=	167.51		
37	Total						\$ 3,105.01		
38									
39	Customer Charge							\$ 1,144.00	
40	Consumption Charge	3,345.7	CCF	X	\$ 0.27434	=	917.86		
41	Rider GCA	3,345.7	CCF	X	\$ 0.39758	=	1,330.19		
42	Subtotal						\$ 3,392.05		
43	Rider FF & Rider TAX	\$ 3,392.05			5.70%	=	193.44		
44	Total						\$ 3,585.49	\$ 480.48	15.47%
45									
46	<u>TRANSPORTATION</u>								
47	Customer Charge							\$ 1,144.00	
48	Consumption Charge	20,941.7	CCF	X	\$ 0.25624	=	5,366.10		
49	Rider GCA (1)	20,941.7	CCF	X	\$ -	=	-		
50	Subtotal						\$ 6,116.10		
51	Rider FF & Rider TAX	\$ 6,116.10		X	5.70%	=	348.78		
52	Total						\$ 6,464.88		
53									
54	Customer Charge							\$ 1,144.00	
55	Consumption Charge	20,941.7	CCF	X	\$ 0.27434	=	5,745.15		
56	Rider GCA (1)	20,941.7	CCF	X	\$ -	=	-		
57	Subtotal						\$ 6,889.15		
58	Rider FF & Rider TAX	\$ 6,889.15			5.70%	=	392.86		
59	Total						\$ 7,282.01	\$ 817.13	12.64%
60									
61									
62	Note:								
63	1. Rider GCA does not apply to the Transportation Tariff. Therefore, the GCA Rate has been set to zero.								



CITY OF
Big Spring

MEMORANDUM

Date: August 11, 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 Adopting a Resolution Supporting/Endorsing the Renaming of McMahon-Wrinkle Airport to West Texas Regional Airport

On October 14, 2025, City Council authorized staff to issue a Request for Qualifications for the purpose of selecting a consultant to assist with the rebranding of McMahon-Wrinkle Airport and the development of a multi-modal master plan to meld the three nodes of transportation at the airport together into one master planning effort. Those nodes of transportation include the airport, railroad and trucking/logistics.

On December 9, 2025, the City Council authorized the City Manager to negotiate and execute the Professional/Consulting Services Agreement with Woolpert as proposed. That effort commenced with a kickoff meeting on April 22, 2026, and then again with a zoom meeting on August 3, 2026. During the August meeting, Woolpert proposed a name change for McMahon-Wrinkle Airport, changing the name to West Texas Regional Airport. The change was supported by the Participant Advisory Committee (PAC) with over 30 citizens and staff attending. Staff is seeking City Council authorization for the name change and if approved will begin the administrative process associated with that change.

The request will be submitted to the Federal Aviation Administration to propose a change to the Airport Master Record FAA Form 5010 and all other applicable publications.

Staff are in support of this request.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, ENDORSING THE RENAMING OF BIG SPRING MCMAHON-WRINKLE AIRPORT TO WEST TEXAS REGIONAL AIRPORT; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring owns and operates Big Spring McMahon-Wrinkle Airport as a federally funded public-use airport serving the citizens, businesses, and visitors of the City of Big Spring and the surrounding region; and

WHEREAS, the City has undertaken an airport branding and naming evaluation process to assess how the airport's name supports economic development, aviation activity, regional recognition, business attraction, and public understanding; and

WHEREAS, the Project Advisory Committee (PAC) reviewed information and recommendations developed through that evaluation process and considered factors including geographic relevance, aviation credibility, marketability, stakeholder input, and long-term flexibility; and

WHEREAS, following a review of compelling research and the recommendation of the Woolpert team, the PAC reached unanimous consensus to recommend that the name of Big Spring McMahon-Wrinkle Airport be changed to West Texas Regional Airport; and

WHEREAS, the City Council finds that the proposed name more effectively communicates the airport's regional significance and supports the City's long-term economic development, aviation, and business recruitment objectives;

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

SECTION 1. The City Council hereby endorses the recommendation of the Project Advisory Committee and approves the renaming of Big Spring McMahon-Wrinkle Airport to West Texas Regional Airport.

SECTION 2. The City Manager, Airport Director, and other appropriate City staff are authorized and directed to take all necessary administrative actions to implement the name change, including coordination with applicable federal, state, and local agencies and the updating of signage, marketing, public communications, and related documents as appropriate.

SECTION 3. Nothing in this Resolution shall be construed as modifying the airport's FAA location identifier or any federally assigned operational designation unless such changes are separately approved through the appropriate regulatory processes.

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.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

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 and final reading at a regular meeting of the City Council on the _____ day of _____, **2026**, with all members of the Council present voting "aye" for the passage of same.

Robert H. Moore, III, Mayor

ATTEST:

Tami L. Davis, City Secretary

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

TAX DEED

STATE OF TEXAS §

§

COUNTY OF HOWARD §

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

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the warrant in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **THREE THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 (\$3,800.00)**, said amount being the highest and best offer received from **Cristal Calderon, [REDACTED]**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Twelve (12), Block Two (2), Denton Addition, City of Big Spring, Howard County, Texas, (R280409)

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

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

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

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This deed is effective as of the date of the last notary acknowledgment of the Grantors' signatures.

CITY OF BIG SPRING

By: _____
Robert H. Moore, III, Mayor

ATTEST:

City Secretary

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

Notary Public, State of Texas

HOWARD COUNTY

By: _____
Randy Johnson, County Judge

ATTEST:

Jury Padron, County Clerk

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

Notary Public, State of Texas

BIG SPRING INDEPENDENT SCHOOL DISTRICT

By: _____
Fabian Serrano, Board President

ATTEST:

Tom Olague, Board Secretary

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

Notary Public, State of Texas

~~~~~

**HOWARD COLLEGE**

By: \_\_\_\_\_  
John E. Freeman, Board Chairman

ATTEST:

\_\_\_\_\_  
Adrian Calvio, Board Secretary

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

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

~~~~~



Management Info:

Status:	Trust	
Best Process:	Sold	Best Process Type:
Progress:	SOLD to Cristal Calderon pending approval	
	Vacant lot on the corner	
	No cleanup costs or liens	

Property Info:

City:	Big Spring		
Cad Property Id:	280409	CAD Value:	2,276
Site Description:	816 NW 5TH Big Spring, TX 79720, USA		

Owner Info:	City of Big Spring in Trust
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	Previous Owner: KELLY JOHN G
Legal Description:	MUST BE BROUGHT INTO CODE WITHIN 6 MONTHS
	MINIMUM BID IS \$3,000.00
	Lot Twelve (12), Block Two (2), Denton Addition, City of Big Spring, Howard County, Texas.

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

Case Number:	7068		
Judgement Date:	12/13/2024	Sale Date:	01/07/2025
Sheriff's Deed Date:	02/18/2025	Redemption Date:	08/27/2025
Court:	118th		
Style Plaintiff:	City of Big Spring, et al		
Style Defendant:	Owners of Various Properties in City Limits of Big Spring, Howard County, Texas		
Sheriff's Deed Volume:	2025-00001057		
Tax Due:	No		
Delinquent:	Yes	Litigation:	No



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, August 11, 2026
Subject: Water Treatment Plant Clearwell's Improvements

Action Requested: Enter into an agreement with Jacob Martin for assistance with the Water Treatment Plant Clearwell's Improvements and get the City of Big Spring in TCEQ compliance.

Background Information: To continue our efforts to combat TTHMs in our water system, we need to perform improvements to Clearwell's, access ports, and access ladders. Once we clean any sedimentation within the Clearwell's, we will be adding mixers to the tanks to improve water age.

Financial Considerations:

Expenditure amount requested:	\$30,000
What fund/department account will this amount be drawn from?	Utilities Fund
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	Yes
Does this commit the City to spending funds beyond the current fiscal year? Explain.	N/A

Staff Opinion as to Feasibility and Timeline: TCEQ is requiring the City of Big Spring to come into compliance before the next annua testing.

Staff recommendation: It is our recommendation to enter into agreement with Jacob Martin to assist us with this process.

STANDARD AGREEMENT FOR ENGINEERING SERVICES

This Agreement for Engineering Services ("Agreement") dated as of _____, 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 **Water Treatment Plant Clearwell 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 _____, the 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 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 preliminary engineering, design, bidding & award, construction review, and project closeout for improvements to the clearwells at the City's water treatment plant (WTP).

A. Background

The City of Big Spring is in violation of Texas Commission on Environmental Quality's (TCEQ) maximum contaminant level (MCL) for Total Trihalomethanes (TTHM) in the water distribution system. Much of the TTHM formation takes place at the WTP before the treated water enters the distribution system. Preliminary analyses of the water throughout the treatment process have shown that most of the TTHM formation is occurring in the clearwells. The City is proposing to make improvements to the clearwells to mitigate the formation of TTHMs in the clearwells and/or remove the TTHMs in the clearwells.

B. Preliminary Engineering

1. Review all historical records of TTHM levels in the water distribution system and at the WTP.
2. Make recommendations to the City for additional testing of TTHMs at the WTP and/or in the water distribution system, if necessary.
3. Coordinate with equipment suppliers for pricing on mixing and TTHM removal equipment that will help mitigate the formation of TTHMs at the WTP.
4. Make recommendations to the City as to the most effective and cost feasible solution to mitigate the formation of TTHMs at the WTP and in the water distribution system.

C. Design Phase

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

D. Bidding Phase

1. Assist City in the advertisement for bids.
2. Conduct pre-bid meeting (if requested by City).

3. Answer bidder's questions and issue addenda (if necessary).
4. Assist the City in the opening and tabulation of bids for construction of the project and make recommendations to the City for award of Contract.
5. Assist in the preparation of executed Contract Documents for the construction of the project.

E. Construction Phase

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

F. Closeout Phase

1. Conduct in company with the City a site visit following substantial completion notice and prepare punch list.
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.
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 Engineering Services as described in the Scope of Services for Task A – F shall be at a time and expense fee per the attached rate schedule included as **Exhibit B** with not to exceed of \$30,000.00.

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.



INTEROFFICE MEMORANDUM

Date: August 7, 2026
To: Mayor Robert H. Moore, Big Spring City Council, and Todd Darden, City Manager
From: John Medina, Assistant City Manager
Subject: Additional Lease Agreements with Enterprise Fleet For 11 Police Units

City administration is requesting approval to enter into lease agreements with Enterprise Fleet Management for the replacement of eleven (11) aging Police vehicles for FY2026-27 budget year.

Background

The Big Spring Police Department, in collaboration with the Finance Department and Enterprise Fleet Management, has conducted a fleet assessment and identified 11 vehicles that require replacement due to:

- The average model year is 2017, making many vehicles over 9 years old.
- Increasing mechanical issues on aged Chevy Tahoe fleet
- High mileage and safety concerns due to frequent downtime.
- To minimize impact on the Capital Improvement Budget, staff recommend financing the replacement of vehicles through a lease agreement rather than purchasing them outright.

Administrative Considerations

- The lease agreement will ensure a modern, reliable fleet that enhances operational efficiency and officer safety.
- Enterprise Fleet Management will handle vehicle upfitting and delivery, streamlining deployment.
- Fixed annual lease payments will provide cost predictability and support long-term financial planning.
- Police Department vehicles will be replaced on a five-year cycle (PD) and all other vehicles will be on a 4-year replacement plan reducing repair costs and downtime while maximizing productivity.
- Projected budget by year for year one is **\$154,369**, with **\$136,191** equity applied; years 2 to 4 projected budget is \$291,060;
- Trade-in equity at term (2030) estimated at \$317,995.
- No penalty for over-mileage and/or early trade-in

Conclusion

Approval of this lease agreement will allow the City of Big Spring to maintain a safe and efficient police and departmental fleet while managing costs responsibly. Staff recommend moving forward with the proposed lease to support public safety and operational readiness for the 2026-27 budget.

Tax Rate	Proposed FY 2026-27	Adopted FY 2025-26
Adopted Property Tax Rate	.665768	.678903
No New Revenue Rate	.665768	.668903
M & O Tax Rate	.605235	.598453
Voter Approval Rate	.765480	.726155
De minimis Rate	.720066	.708152
Debt Service Rate	.07962	.08045