



CITY COUNCIL REGULAR AGENDA

Tuesday, March 26, 2024

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, March 26, 2024, at 5:30 PM at the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas. **We welcome the public to attend the meeting via telecommunication. Citizens will be able to view the City Council Meeting on Our Local Channel 17 through Suddenlink or on Our Website <http://mybigspring.com/224/Channel-17-Live>.**

CITY COUNCIL MEETING ETIQUETTE

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

Thank you!

Open Session

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| 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.

5. **PUBLIC HEARING** - Regarding the Texas Community Development Block Grant Program Medina

City Manager's Report

6. City Manager's report on the following items: Darden
- Update - Large Item Pickup, District 3
 - Update - Restroom @ Bert Andries Splash Pad
 - Update - Runnels St. Waterline Replacement
 - Temporary EMS Service
 - City Holiday - Good Friday, March 29th
 - Trash Pick Up Holiday Schedule

Consent Items

7. Approval of the City Council Minutes of the Regular Meeting of March 12, 2024. 7-15 Davis
8. Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Directors Minutes for a Regular Meeting of February 20, 2024 and for a Special Meeting of March 4, 2024 16-18 Mark Willis
9. Final Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the General Fund Budget for the Purpose of Purchasing SCBA Equipment for the Fire Department; Providing for Severability; Providing for Publication; and Providing an Effective Date. 19-21 Holt
10. Final Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the Airpark Fund Budget for the Purpose of the Demolition and/or Asbestos Abatement of Several Structures on the Airpark; Providing for Severability; Providing for Publication; and Providing and Effective Date. 22-27 Feeley

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| 11. Final Reading of a Resolution Determining that an Area of the City Contains Conditions Which are Detrimental to the Public Health, Safety, and Welfare of the Community and Constitutes a Blighted Area | 28-30 | Medina |
| 12. Final Reading of a Resolution Authorizing the Submission of a Texas Community Development Block Grant Program Application; Finding and Determining that the Meetings at Which the Resolution were Discussed were Open to the Public as Required by Law; and Providing for an Effective Date | 31-32 | Medina |

Vouchers

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|---------------------------|---------------|--------|
| 13. Vouchers for 03/07/24 | \$ 793,098.90 | Hughes |
| Vouchers for 03/14/24 | \$ 914,666.57 | |
| Vouchers for 03/21/24 | \$ 298,025.94 | |
| Drafts | \$ 491,941.12 | |

Bids

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| 14. Consideration and Possible Action on Awarding a Contract for Aviation Fuel Supply and Associated Services for McMahon-Wrinkle Airport and Authorizing the City Manager or his Designee to Execute and Necessary Documents | 33 | Feeley |
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New Business

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| 15. First Reading of an Ordinance Amending Chapter 46 of the Big Spring City Code Entitled "Streets, Sidewalks and Other Public Places," Article V "Street Names and Building Numbers," Division 2 "Renaming Streets" Section 46-235 by Amending Subsection (c) to Summarily Deny Repetitive Street Name Petitions for Two Years after City Council Denies the Same Requested Change; Amending Subsection (d) to Clarify that a Street Name Change Petition that Fails Cannot be Reconsidered Unless a New Petition is Submitted; 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 | 34-35 | McDonald |
| 16. First Reading of an Ordinance Amending Chapter 2, Section 2-57 of the Big Spring City Code by Establishing Classifications and Number of Positions for the Fire Department Pursuant to Section 143.021, Texas Local Government Code; Providing for Repeal of Conflicting | 36-39 | Medina |

Ordinance; Providing a Severability Clause; Finding and Determining that the Meeting at Which the Ordinance was Discussed were Open to the Public as Required by Law; Providing for Publication; and Providing for an Effective Date

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| 17. | First Reading of an Ordinance Establishing the Fire Department Pay Scale Effective April 14, 2024, in Accordance with Chapter 143 of the Texas Local Government Code; Providing for the Repeal of Ordinances in Conflict Herewith; and Providing for an Effective Date. | 40-42 | Medina |
| 18. | First Reading of an Ordinance Establishing the Pay Schedule for Classified Positions Within the Police Department Effective April 14, 2024; Providing for Repeal of Ordinances in Conflict Herewith; and Providing for an Effective Date | 43-46 | Medina |
| 19. | First Reading of a Resolution Authorizing the Police Chief to Execute on Behalf of Said City, Education Reimbursement Agreements with New or Recently Hired Employees Who have Paid for Their Own Police Academy Tuition and Fees and Received Certification as a Result; and Requiring that the Employee Reimburse the City for Such Payments if He or She Voluntarily Terminates Employment Prior to the Completion of Three Years of Employment | 47-49 | Medina |
| 20. | First Reading of a Resolution Authorizing the Fire Chief to Execute on Behalf of Said City, Education Reimbursement Agreements with New or Recently Hired Employees Who have Paid for Their Own Fire Academy Tuition and Fees and Received Certification as a Result; and Requiring that the Employee Reimburse the City for Such Payments if He or She Voluntarily Terminates Employment Prior to the Completion of Three Years of Employment | 50-52 | Medina |
| 21. | First Reading of a Resolution Authorizing the Fire Chief to Execute on Behalf of Said City, Education Reimbursement Agreements with New or Recently Hired Employees who Have Paid for Their Own Emergency Medical Technician (EMT) Training Tuition and Fees and Received Certification as a Result; and Requiring that the Employee Reimburse the City for Such Payments if He or She Voluntarily Terminates Employment Prior to the Completion of Three Years of Employment | 53-54 | Medina |
| 22. | First Reading of a Resolution Authorizing the City Manager to Execute on Behalf of Said City, Relocation Incentive Agreements with Newly Hired Police and Fire Recruits and | 55-57 | Medina |

Requiring that the Employee Reimburse the City of Such Payments and Collection Costs if He or She Voluntarily Terminates Employment Prior to the Completion of Three Years of Employment

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| 23. | Consideration and Possible Action to Accept a Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant from the Texas Department of Transportation and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 58-72 | Feeley |
| 24. | Consideration and Possible Action to Approve One Partial Release of Oil and Gas Lease with Rodeo Midland Basin, LLC, and One Partial Release of Oil and Gas Lease with Rodeo Midland Basin, LLC, and Camterra Resources Partners, LTD., and Authorizing the Mayor or His Designee to Execute any Necessary Documents | 73-93 | Bowles |

Council Input

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| 25. | Input | | Moore |
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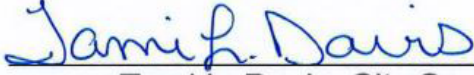
Executive Session

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| 26. | Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.072 Texas Government Code, "Deliberation Regarding Real Property; Closed Meeting," to Deliberate the Purchase, Exchange, Lease, or Value of Real Property when Deliberation in an Open Meeting Would Have a Detrimental Effect on the Position of the Governmental Body in Negotiations with a Third Person. | | Moore |
| 27. | Reconvene into Open Session and Take any Necessary Action on Executive Session Items | | Moore |

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

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the City Council and **Posted on Friday, March 22, 2024 at 5:30 p.m.** in accordance with Title 5, Texas Government Code and Chapter 551.

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



Tami L. Davis, 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.

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

The City Council of the City of Big Spring, Texas, met in a REGULAR AGENDA in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, March 12, 2024, with the following members present in person:

COUNCIL MEMBER TROY TOMPKINS
MAYOR ROBERT MOORE
COUNCIL MEMBER GLORIA MCDONALD
COUNCIL MEMBER DIANE YANEZ
MAYOR PRO TEM NICK ORNELAS
COUNCIL MEMBER MAURY SMITH

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

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

Open Session

Call to Order

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

Invocation

Chase Pinkerton 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 State Flag and to the Texas State Flag.

Public Comment

Public Comment

One citizens thanked the Parks Department for some improvements at Comanche Trail Park.

Announcements, Presentations and Public Hearings

Presentation Regarding Vector Fleet Management Annual Review

Representatives of Vector Fleet Management, LLC gave a brief presentation over their performance as the City's vehicle maintenance contractor.

City Manager's Report

City Manager's report on the following items:

- Large Item Pickup, District 3 - March 20th
- Update on Sanitation Trucks
- ESD Presentation with County and City - March 21st

John Medina, Assistant City Manager, gave an update on the above captioned items as follows: Large Item Pickup for District 3 will be on March 20th; We have received 1 new sanitation truck and one is on the way; An ESD (Emergency Services District) presentation to the County and City will be on March 21st at 10:00 a.m. in the Council Chambers.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of February 27, 2024.

Acknowledge Receipt of the McMahon-Wrinkle Aviation Advisory Board Minutes for the Regular Meeting of January 18, 2024

Final Reading of a Resolution Authorizing the Acceptance of the City of Big Spring 2024 Master Parks Plan; and Providing an Effective Date

Final Reading of a Resolution Declaring the Unopposed Candidate in the May 4, 2024 General Election for City Council Member, District 2 as Elected to Office; Canceling the General Election for City Council Position for City Council Member, District 2; and Providing an Effective Date

Final Reading of an Ordinance Amending Chapter 24 of the Big Spring City Code Entitled "Fire Prevention and Protection," Article II, "Fire and Rescue Service Fees," Section 24-21 "Assessment of Fees for Services" and Section 24-22, "Fee Schedule"

Adjusting Fees for Rescues, Fire Investigations, Water and Back Country Incidents, and Fires Outside of City Limits; 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

Final Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas, for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the Airpark Fund Budget for the Purpose of Budgeting the Additional Matching Share of the Texas Department of Transportation Grant for Striping and Marking the Airport Runway and Taxiways; Providing for Severability; Providing for Publication; and Providing an Effective Date

MOTION WAS MADE BY Mayor Pro Tem Ornelas to approve the above captioned minutes, resolutions and ordinances, seconded by Council Member Tompkins.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member McDonald, Council Member Tompkins, Council Member Smith**

NAYS: None 0

MOTION PASSED

Final Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the General Fund Budget for the Purpose of Adding a Position to the Sports Complex Staff; Providing for Severability; Providing for Publication; and Providing an Effective Date

Mayor Moore asked that the above captioned ordinance be voted on separately.

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

**YEAS: Mayor Pro Tem Ornelas, Council Member Yanez, Council Member 3
Tompkins**

NAYS: Mayor Moore, Council Member McDonald, Council Member Smith 3

MOTION FAILED

Vouchers

Vouchers for 02/29/24 \$ 314,767.07

Council Member Yanez reviewed the above captioned vouchers.

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

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member McDonald, Council Member Tompkins, Council Member Smith**

NAYS: None 0

MOTION PASSED

Vouchers for 03/07/24	\$	793,098.90
Drafts	\$	491,941.12

Council Member Hughes was absent from this meeting. The above captioned vouchers will be on the next agenda for approval.

Bids

Consideration and Possible Action on Awarding a Bid to Purchase a Manlift for the McMahon-Wrinkle Airpark and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Mayor Moore to award the above captioned bid to V-Bar Equipment in the amount of \$15,300.50, seconded by Council Member McDonald.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member McDonald, Council Member Tompkins, Council Member Smith

NAYS: None

0

MOTION PASSED

Consideration and Possible Action to Award a Bid to Purchase a Zero Turn Mower for the Cemetery Department and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member McDonald to award the above captioned bid to South Plains Implement in the amount of \$12,507.88, seconded by Council Member Smith.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member McDonald, Council Member Tompkins, Council Member Smith

NAYS: None

0

MOTION PASSED

Consideration and Possible Action on Awarding a Bid for the Demolition of the Dora Roberts Community Center and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Mayor Moore to award the above captioned bid to Midwest Wrecking Company in the amount of \$73,840.00, seconded by Council Member Yanez.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member McDonald, Council Member Tompkins, Council Member Smith

NAYS: None

0

MOTION PASSED

Consideration and Possible Action to Award a Bid for Resurfacing the Splash Pad at the Russ McEwen Family Aquatic Center and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Smith to award the above captioned bid to Splash Pads USA in the amount of \$51,000.00, seconded by Mayor Pro Tem Ornelas.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member McDonald, Council Member Tompkins, Council Member Smith **6**

NAYS: None **0**

MOTION PASSED

Consideration and Possible Action to Award a Bid to Purchase an Ambulance and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Yanez to award the above captioned bid to SERVS (Southern Emergency & Rescue Vehicle Sales) in the amount of \$451,892.51, seconded by Council Member Smith.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member McDonald, Council Member Tompkins, Council Member Smith **6**

NAYS: None **0**

MOTION PASSED

New Business

First Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the General Fund Budget for the Purpose of Purchasing SCBA Equipment for the Fire Department; Providing for Severability; Providing for Publication; and Providing an Effective Date.

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

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member McDonald, Council Member Tompkins, Council Member Smith **6**

NAYS: None **0**

MOTION PASSED

First Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the Airpark Fund Budget for the Purpose of the Demolition and/or Asbestos Abatement of Several Structures on the Airpark; Providing for Severability; Providing for Publication; and Providing and Effective Date.

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

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member McDonald, Council Member Tompkins, Council Member Smith **6**

NAYS: None **0**

MOTION PASSED

First Reading of a Resolution Determining that an Area of the City Contains Conditions Which are Detrimental to the Public Health, Safety, and Welfare of the Community and Constitutes a Slum/Blighted Area; and Providing an Effective Date

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

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member McDonald, Council Member Tompkins, Council Member Smith **6**

NAYS: None **0**

MOTION PASSED

First Reading of a Resolution Authorizing the Submission of a Texas Community Development Block Grant Program Application to the Texas Department of Agriculture for the Downtown Revitalization Program Fund; and Authorizing the Mayor to Act as the City's Authorized Representative in all Matters Pertaining to the City's Participation in the Texas Community Development Block Grant Program; and Providing an Effective Date

MOTION WAS MADE BY Council Member Tompkins to approve the above captioned resolution by amending the amount of the City's matching funds from \$17,500 to \$50,000, seconded by Council Member Smith.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member McDonald, Council Member Tompkins, Council Member Smith **6**

NAYS: None **0**

MOTION PASSED

Consideration and Possible Action to Approve an Amendment to the Big Spring Economic Development Corporation 2023-2024 Annual Budget for Land Sale, Land Purchase and Infrastructure Development

MOTION WAS MADE BY Council Member Tompkins to approve the above captioned Big Spring Economic Development Corporation budget amendment, seconded by Council Member Smith.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member McDonald, Council Member Tompkins, Council Member Smith **6**

NAYS: None **0**

MOTION PASSED

Consideration and Possible Action to Approve a Contract with Emergifire and Authorizing the City Manager or His Designee to Negotiate, Conclude, and Execute any Necessary Documents

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

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member McDonald, Council Member Tompkins, Council Member Smith**

NAYS: None 0

MOTION PASSED

Consideration and Possible Action to Approve an Interlocal Cooperation Contract (Failure to Appear Program) with Texas Department of Public Safety and Authorize the City Manager or His Designee to Execute any Necessary Documents

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

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member McDonald, Council Member Tompkins, Council Member Smith**

NAYS: None 0

MOTION PASSED

Discussion and Possible Action for Demolition and Asbestos Abatement on the Texas Building

MOTION WAS MADE BY Mayor Moore directing the City staff to get bids for asbestos removal on the Texas Building, seconded by Council Member Tompkins.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member McDonald, Council Member Tompkins, Council Member Smith**

NAYS: None 0

MOTION PASSED

Discussion Regarding the Eligibility for Committee Membership for the Aviation Advisory Board, Planning and Zoning Commission, Convention and Visitors Bureau Board, Board of Adjustments and Appeals, Zoning Board of Adjustment, and Big Spring Economic Development Corporation Board of Directors, and Other Boards and Committees. Discussion only, No Action.

Council Member Yanez had some questions presented to her regarding the eligibility for board and committee members. Andrew Hagen, City Attorney, briefly stated that the State Law does not require a residence requirement but the City has an ordinance with some requirements which are as follows; Must be 18

years or older; be a registered voter in Howard County; live in the district in which a Council Member appoints them to, or by owning 50% or more of a business and pays property taxes, or being a holder of water service in said district; may not serve on more than one board at the same time; may not be a current City Council Member; and may not be related to any current City Council Member. No action was taken on this item.

Consideration and Possible Action to Form and Appoint the Charter Review Committee with the Intent of Reviewing and Recommending Amendments to the Charter of the City of Big Spring Pursuant to the Article XIII of the Charter

Mayor Pro Tem Ornelas explained that he has been approached by several citizens to put the above captioned item on the agenda and that state law allows a city to change its current charter every two years.

MOTION WAS MADE BY Mayor Pro Tem Ornelas to appoint a charter review committee, seconded by Council Member Yanez.

YEAS: Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Tompkins 3

NAYS: Mayor Moore, Council Member McDonald, Council Member Smith 3

MOTION FAILED

Council Input

Input

There was no Council input at this time.

Executive Session

Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.072 Texas Government Code, "Deliberation Regarding Real Property; Closed Meeting," to Deliberate the Purchase, Exchange, Lease, or Value of Real Property when Deliberation in an Open Meeting Would Have a Detrimental Effect on the Position of the Governmental Body in Negotiations with a Third Person.

The above captioned executive session will be moved to the next City Council meeting.

Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.071, Texas Government Code, "Consultation with Attorney; Closed Meeting," and the Texas Disciplinary Rules of Professional Conduct, to Provide Legal Advice and Counsel with Respect to Potential Litigation.

MOTION WAS MADE BY Mayor Moore to adjourn into the above captioned executive session at 7:10 p.m., seconded by Council Member Tompkins.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member McDonald, Council Member Tompkins, Council Member 6

Smith
NAYS: None

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MOTION PASSED

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

City Council reconvened into open session at 7:28 p.m.

Adjourn

Mayor Moore adjourned the City Council meeting at 7:29 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, February 20, 2024, 5:15 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Tuesday, February 20, 2024, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on February 16, 2024, to Board of Directors, the news media, and duly posted on February 16, 2024, by Teresa Morris in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday, February 20, 2024, at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is Public Comment, Action on Minutes of the January 16, 2024, Regular Meeting, Consideration/Action to Approve the 2022-2023 Annual Audit, Consideration/Action to Approve January Investment Report and Financials, Directors Report, Executive Session, Action as a Result of Executive Session, Board Comment, and Adjourn".

Directors Present:

Ms. Anna Scott- President
Mr. Cody Williams- Vice President
Mr. Joel De La Garza- Secretary/Treasurer
Mr. Kevin Armstrong
Mr. Raul Benavides
Mr. Brent Strande

Directors Absent:

Staff Present:

Mr. Mark Willis,
Ms. Teresa Morris

Guests that signed in:

AGENDA ITEM #1 – Call to Order/Invocation and Pledge:

Ms. Scott called the meeting to order at 5:15 p.m. Mr. Benavides led the invocation and pledge.

ACTION ITEM #2- Public Comment:

None

AGENDA ITEM #3- Consideration/Action to Approve the 2022-2023 Annual Audit:

Mr. Copeland presented the Annual Audit. The motion to approve the Annual Audit was made by Mr. Williams, seconded by Mr. De La Garza. The motion passed 6 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #4- Action on Minutes of the January 16, 2024 Regular Meeting:

Ms. Scott presented the Minutes. The motion to accept the Minutes was made by Mr. Benavides seconded by Mr. Armstrong. The motion passed 6 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #5- Consideration/Action to Approve January Investment Report and Financials:

Mr. De La Garza presented the investment report and financials and made a motion to approve seconded by Mr. Armstrong. The motion passed 6 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #6- Directors Report:

Projects: EDC staff and Cross Ell are waiting for the City Attorney to deliver the City response and reviews of the contract drafts to move forward with the projects. The EDC is still waiting for data

associated with potential projects at the Airpark to be analyzed for potential incentive consideration. The EDC staff met with additional landowners west of the city who are interested in exploring infrastructure extensions.

Meetings: The Director did two monthly radio interviews. The Director attended the monthly Airpark Advisory Board meeting. The Director participated in 4 City staff meetings. The Director participated in two City Council meetings. The Director attended one County Commissioner's workshops and one regular meeting. The Director attended the monthly Chamber Board Meeting. The Director along with Board Members attended the annual Chamber of Commerce Banquet. The Director participated in state trade and industry virtual meetings. The Associate Director attended the Chamber of Commerce Business Roundtable monthly meeting. The Associate Director attended the ICSC annual regional conference in Dallas. The Associate Director along with Board Members represented the EDC at the third annual Howard County Leadership Summit which was held to embrace a more roundtable discussion format that was well received. The Associate Director gave a presentation to the Leadership class. The next Board meeting is scheduled for March 19th.

ACTION ITEM #7- Adjourn into Executive Session in Accordance with Texas Government Code, Section 551.072, Deliberation Regarding Real Property

Ms. Scott adjourned the Board into Executive Session @ 5:38 pm., February 20, 2024

Ms. Scott called the Executive Session to order at 5:39 pm., February 20, 2024

Ms. Scott adjourned out of executive session at 5:51 pm., February 20, 2024

Ms. Scott reconvened into open session at 5:52 pm., February 20, 2024

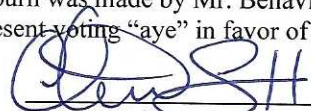
AGENDA ITEM #8- Action as a Result of Executive Session:

Motion to approve the land purchase agreement and authorize the Executive Director to sign all necessary documents was made by Mr. De La Garza, seconded by Mr. Williams. The motion passed 6 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #9-Board Comments: The board is looking forward to the economic growth of the community.

AGENDA ITEM #10- Adjourn:

Ms. Scott called for a motion to adjourn. The motion to adjourn was made by Mr. Benavides, seconded by Mr. Strande. The motion passed 6 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 5:54 pm on February 20, 2024.



Ms. Anna Scott, President

ATTEST:



Mr. Joel De La Garza, Secretary/Treasurer

**Minutes of the Board of Director's Special Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Monday, March 4, 2024, 12:00 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas**

The Special Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 12:02 p.m. Monday, March 4, 2024, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on February 29, 2024, to Board of Directors, the news media, and duly posted on February 29, 2024, by Teresa Morris in compliance with the Open Meetings Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Special Board Meeting on Monday, March 4, 2024, at 12:00 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is Public Comment, Consideration/Action to Approve a Budget Amendment for Land Purchase and Adjourn".

Directors Present:

Ms. Anna Scott- President
Mr. Joel De La Garza- Secretary/Treasurer
Mr. Raul Benavides
Mr. Brent Strande

Directors Absent:

Mr. Cody Williams- Vice President
Mr. Kevin Armstrong

Staff Present:

Mr. Mark Willis,
Ms. Teresa Morris

Guests that signed in:

AGENDA ITEM #1 – Call to Order:

Ms. Scott called the meeting to order at 12:02p.m.

ACTION ITEM #2- Public Comment:

None

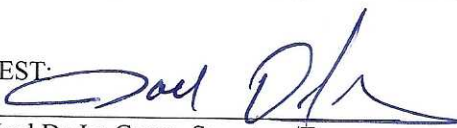
AGENDA ITEM #3- Consideration/Action to Approve a Budget Amendment for Land Purchase:

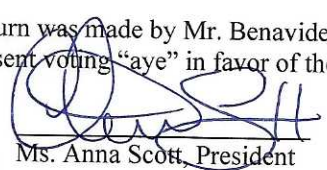
Mr. Willis presented the budget amendment. The motion to approve the budget amendment in the amount of \$1.5M for land sale, purchase and infrastructure development was made by Mr. Strande, seconded by Mr. Benavides. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #4- Adjourn:

Ms. Scott called for a motion to adjourn. The motion to adjourn was made by Mr. Benavides, seconded by Mr. Strande. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 12:05 pm on March 4, 2024.

ATTEST:


Mr. Joel De La Garza, Secretary/Treasurer


Ms. Anna Scott, President

Big Spring Fire Department

Memorandum

Date: 3/7/2024

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

CC: Todd Darden, City Manager

From: Jay Holt Fire Chief

Subject: Request for Budget Amendment

Mayor and Council, This budget amendment request in the amount of \$18,030.00 is for the purchase of 2 SCBA's. We received a donation a few months ago from OXY for this purpose and this is just a budget amendment to spend that money.

Staff Recommendation: Approve budget amendment in order to spend the donation money received for the purpose of purchasing SCBA's.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 049-2023 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 BY INCREASING THE GENERAL FUND BUDGET FOR THE PURPOSE OF PURCHASING SCBA EQUIPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

SECTION 1. The General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 is hereby increased by the amount of \$18,030.00 to account 002-012-210-5117-000 for the purpose of purchasing SCBA equipment. The purchase will be funded through a donation received from Oxy in the amount of \$25,000.00.

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

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **12th** day of **March, 2024** with all members of the Council present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **26th** day of **March, 2024** with all members of the Council present voting “aye” for the passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



CITY OF
Big Spring

MEMORANDUM

Date: March 7, 2024

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

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

Re: Request for the appropriation of funds from available fund balance for the abatement and subsequent demolition of certain facilities at the Airpark

Background: Staff is requesting consideration for the appropriation of airpark funds from the available fund balance for the abatement of environmental concerns and subsequent demolition or renovation of certain properties on the airpark. The facilities and eventual disposition of those facilities are as follows:

1. **Air Traffic Control (ATC) Tower.** The facility was built in 1957 and is identified as Building #4 on the airpark. It served the USAF as their ATC Facility until Webb AFB was closed in 1978. The facility, although a landmark for many, is an obsolete facility and a potential risk for the city should citizens attempt to climb/access the structure. The facility will need to be first abated for lead paint and pigeon feces and then subsequently demolished. The estimated cost for the abatement and demolition is \$80,000 dollars. The ATC Tower is depicted on Exhibit 1 and attached to this communication.
2. **USAF Fire Station.** The facility was built in 1952 and is identified as Building #42 on the airpark. It served the USAF as their Fire Station until Webb AFB was closed in 1978. The facility is an obsolete facility without a potential for reutilization and as such has been identified for demolition. The facility will need to be first abated for asbestos and then subsequently demolished. The estimated cost for the abatement and demolition is \$155,000 dollars. The Fire Station is depicted in Exhibit 2 and attached to this communication.
3. **Flight Academy Building.** The facility was built in 1960 and is identified as Building #1106 on the airpark. It served the USAF as an administrative support building until Webb AFB was closed in 1978. The facility has served in a variety of different roles since then including housing foreign flight students who were receiving flight training from the private sector at the airport. That usage included dorm rooms on the second floor where there are 8 dorm size rooms and men's and women's restrooms, with showers. The facility has been significantly underutilized since the foreign student flight training ended in the early 2000's. Staff is proposing to renovate the facility to where it is a revenue generating facility with a focus on the highest and best needs for the City of Big Spring. Staff have been promoting the idea of repurposing the facility for use as a Police, Fire and Human Resources Training Facility on the first floor

with the second floor being used as temporary housing for police and fire recruits to enhance recruitment. Before repurposing the facility, it will need to be first abated for asbestos. The estimated cost for the abatement is \$75,000 dollars. If the facility is repurposed there will be additional cost associated with the renovations and staff will come forward for City Council consideration of that effort when appropriate.

4. **Training Center (Old Golf Course Pro Shop).** The facility was built in 1958 and is identified as Building #4141 on the airpark, it is located on perimeter road. It served the USAF as a Golf Course Pro Shop until Webb AFB was closed in 1978. The facility has served in a variety of different roles since then including a Training Facility for Cornell Corrections. The facility has been significantly underutilized since Cornell Corrections left the Airpark. Staff are proposing to renovate the facility to where it is a revenue generating facility with a focus on the highest and best needs for the City of Big Spring. Staff have been promoting the idea of repurposing the facility for use as a Police and Fire Fitness Center. The facility has an associated 6 acres on the rear of the building that can be used for outdoor recreation as well. Before repurposing the facility, it will need to be first abated for asbestos. The estimated cost for the abatement is \$75,000 dollars. If the facility is repurposed there will be additional cost associated with the renovations and staff will come forward for City Council consideration of that effort when appropriate.

Staff received cost estimates from AEC Environmental and Corral Environmental for this effort and then with the help of purchasing and the city manager's Office developed cost estimates based on the responses from AEC and Corral. A cumulative look at the costs associated with this effort is as follows:

Building and Action		Estimated Cost
Flight Academy Asbestos Abatement		\$ 75,000
Training Center Asbestos Abatement		\$ 75,000
Fire Station Asbestos Abatement		\$ 100,000
Fire Station Demolition		\$ 55,000
ATC Tower Abatement and Demolition		\$ 80,000
Total Estimated Costs:		\$ 385,000

If approved the funds associated with this appropriation will be transferred from the Existing Airpark Fund balance and transferred into Maintenance of Buildings and Structures Account 410-021-610-5311.



Exhibit 1



Exhibit 2

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 049-2023 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 BY INCREASING THE AIRPARK FUND BUDGET FOR THE PURPOSE OF THE DEMOLITION AND/OR ASBESTOS ABATEMENT OF SEVERAL STRUCTURES ON THE AIRPARK; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

SECTION 1. The Airpark Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 is hereby increased by the amount of \$385,000.00 to account 410-021-610-5311-000, for the purpose of the demolition of the Air Traffic Control Tower and USAF Fire Station and the asbestos abatement of the Flight Academy Building and the Training Center (Webb Pro Shop). The net increase will be funded through the fund balance.

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

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **12th** day of **March, 2024** with all members of the Council present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **26th** day of **March, 2024** with all members of the Council present voting “aye” for the passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, DETERMINING THAT AN AREA OF THE CITY CONTAINS CONDITIONS WHICH ARE DETRIMENTAL TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND CONSTITUTES A BLIGHTED AREA

WHEREAS, the City Council of the City of Big Spring has reviewed and evaluated conditions in the downtown district of the municipality; and

WHEREAS, The City Council has found conditions which are detrimental to the public health, safety, and welfare of the community within the downtown district, as follows:

The sections of 2nd Street from Scurry Street to Runnels Street in downtown Big Spring, Howard County, Texas, is in the historic area of commerce for Big Spring have fallen into disrepair. The sidewalks are not ADA compliant, including areas of concrete or base failure, overgrown vegetation, and outdated or nonfunctioning street lighting. In this area there is a predominance of buildings or other improvements that are dilapidated, deteriorated, or obsolete due to age or other reasons, and such are more than 25% of the buildings in the area. The existing waste waterline in the alley between 1st and 2nd Street remains as one of the few remaining waste waterlines in the project area that has outlived its design life. Old sewer infrastructure such as this is more prone to sewer back up and collapsing manholes. These issues are large enough that they present a public safety issue. This project will also complete the final linkage of the Main Street streetscape improvements and complete the first priority project identified in the 2030 Comprehensive Plan. There is a need for improved pedestrian safety and mobility, conformance to the streetscape aesthetic established by previous projects helping to instill a sense of place in downtown Big Spring and furthering the goal of providing economic opportunities for businesses in the area.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS THAT THE AREA IDENTIFIED BY THE FOLLOWING BOUNDARIES AND OUTLINE ON THE MAP ATTACHED HERETO AS BIG SPRING DOWNTOWN SIDEWALK FOR SPAG HAS BEEN DETERMINED TO BE A BLIGHTED AREA:

Boundaries of the Blighted Area

North: 1st Street

South: 3rd Street

East: Johnson Street

West: Scurry Street

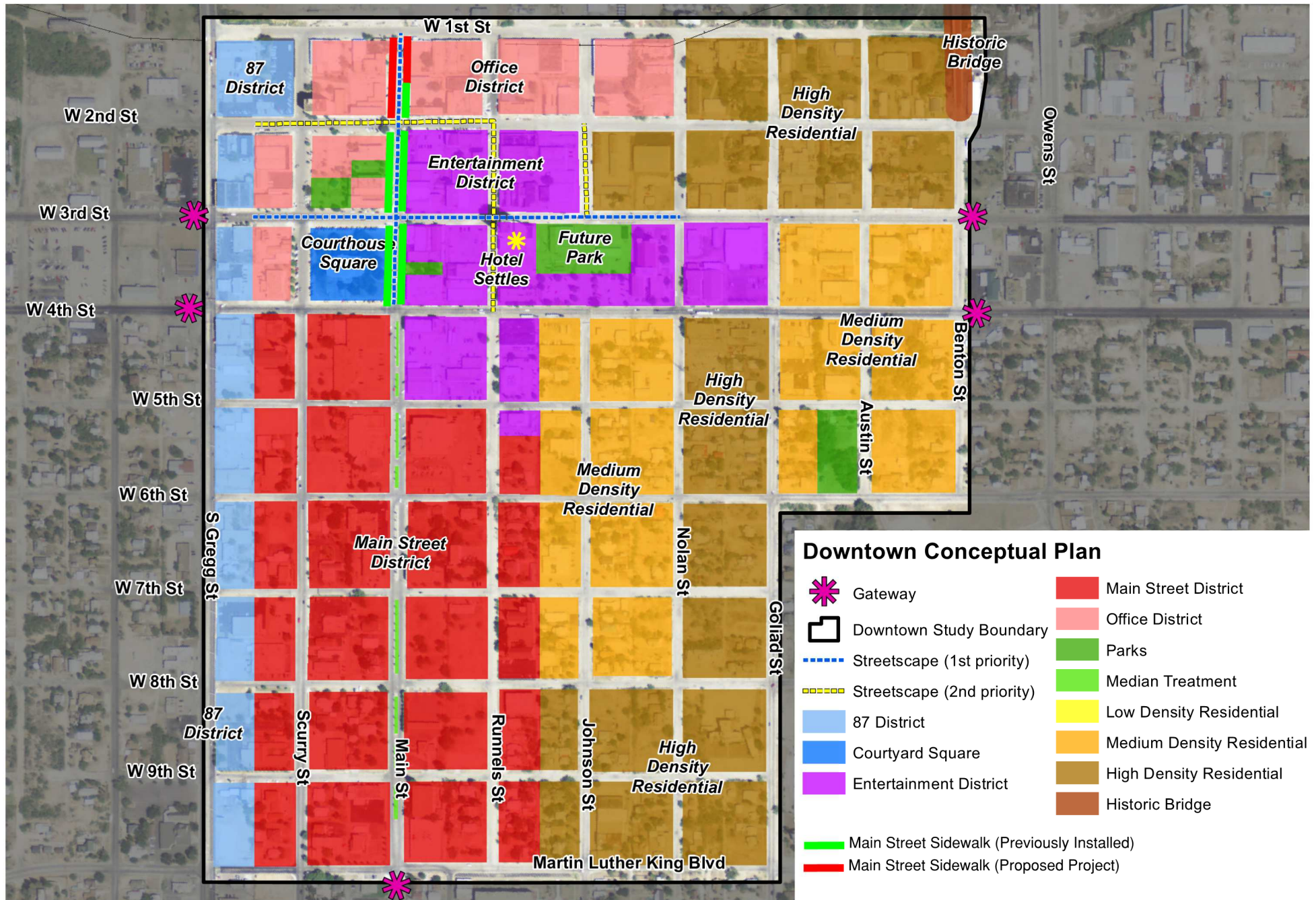
PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 12th day of March, 2024, with all members present voting “aye” for passage of the same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 26th day of March, 2024, with all members present voting “aye” for passage of the same.

Robert H. Moore III,
Mayor, Big Spring, Texas

ATTEST:

Tami L. Davis, City Secretary



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Big Spring desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Big Spring (“City”) to apply for funding under and participate in the Texas Community Development Block Grant Program; and

WHEREAS, the City Council of Big Spring is committed compliance with federal, state, and program rules, including the current TxCDBG Project Implementation Manual;

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

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

SECTION 2. That a Texas Community Development Block Grant Program application for the Downtown Revitalization Program is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture, and to be placed in competition for funding under the Downtown Revitalization Program.

SECTION 3. That the City of Big Spring commits to dedicating no less than 51% of grant funds for sidewalk improvements and related accessibility implements that comply with the Americans with Disabilities Act (ADA).

SECTION 4. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

SECTION 5. That the City of Big Spring is committing to provide \$50,000.00 in matching funds toward the application’s activities, with the specific usage and funding source to be determined prior to any award of grant funding.

SECTION 6. That the City Council directs and designates the following to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program:

- The Mayor, and as his alternate the City Manager, shall serve as the City's Chief Executive Officer and Authorized Representative to: execute this grant application and any subsequent contractual documents; certify environmental review documents between the Texas Department of Agriculture and the City; certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs; and be assigned the role of Authorized Official in the TDA-GO grant management system.
- In addition to the above designated officials, should any grant be funded, the Assistant City Manager and Director of Public Works are authorized to: certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs; prepare and submit other financial documentation; and be assigned the role of Project Director or Payment Processor in the TDA-GO grant management system.

SECTION 7. That this resolution shall be effective upon its passage of the second reading.

SECTION 8. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **12th** day of **March, 2024** with all members present voting “aye” for passage of the same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **26th** day of **March, 2024**, with all members present voting “aye” for passage of the same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



MEMORANDUM

Date: March 21, 2024

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

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

Re: Authorization to award a contract for Aviation Fuel Supply and Associated Services for McMahon-Wrinkle Airport

On March 4, 2024, staff issued a Request for Proposals (RFP) for Aviation Fuel Supply and Associated Services for the McMahon-Wrinkle Airport. That RFP was necessary for the city to continue operating the Fixed Base Operations (FBO) at the airport after the previous FBO vacated their lease.

The RFP closed on March 19, 2024, and the city received three responses to the RFP. Staff convened a selection panel to evaluate the responses. All three respondents were responsive to the RFP and the services offered were comparable except for two (2) discriminators. The "total price per gallon to the airport" for each type of fuel; Jet "A" or 100LL and the lease on Refueler Vehicles. The table below comparative analysis of those discriminators by respondent.

Aviation Fuel Price Comparison				Aviation Refueler Truck Price Comparison					
Respondent	100LL	Jet A	Rank	Respondent	100LL (Gal)	Price (Mnth)	Jet A (Gal)	Price (Mnth)	Rank
Avfuel	\$ 4.04976	\$ 2.98658	1	Avfuel	750	\$ -	3000	\$ -	1
Campbell Oil	\$ 4.40329	\$ 3.07643	2	World Fuels	1000	\$ 900	3000	\$ 1,950	2
World Fuels	\$ 4.35236	\$ 3.29464	3	Campbell Oil	750	2000	3000	\$ 2,000	3

As depicted on the chart, Avfuel has proposed to provide the Aviation Refueler Trucks for the city's fueling operations at McMahon-Wrinkle Airport without an associated fee. Avfuel is the incumbent on the airport, and they have a long-standing reputation for providing outstanding fuel supply and associated services at our airport. Avfuel was founded in 1973 and they possess a 100% focus on aviation as their primary market and they currently serve 3,500+ locations around the world.

Staff strongly recommends the selection of Avfuel as our Aviation Fuel Supplier and is requesting authorization for the City Manager to execute a contract with Avfuel for the Aviation Fuel Supply and Associated Services at McMahon-Wrinkle Airport.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 46 OF THE BIG SPRING CITY CODE ENTITLED "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," ARTICLE V "STREET NAMES AND BUILDING NUMBERS," DIVISION 2 "RENAMING STREETS" SECTION 46-235 BY AMENDING SUBSECTION (c) TO SUMMARILY DENY REPETITIVE STREET NAME PETITIONS FOR TWO YEARS AFTER CITY COUNCIL DENIES THE SAME REQUESTED CHANGE; AMENDING SUBSECTION (d) TO CLARIFY THAT A STREET NAME CHANGE PETITION THAT FAILS CANNOT BE RECONSIDERED UNLESS A NEW PETITION IS SUBMITTED; 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.

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

SECTION 1. The Big Spring City Code, Chapter 46 entitled "Streets, Sidewalks and Other Public Places," Article V entitled "Street Names and Building Numbers," Division 2 entitled "Street Names" Section 46-235, is hereby amended in part as follows:

Sec 46-235. – Purpose; application and review of name change; criteria for street names

...

(c) Review of proposed name change. Following receipt of a completed application, the city public works department will review the application and forward a recommendation to the planning and zoning commission, unless the same street name changed was considered by the city council under subsection (d) and failed within the last two calendar years, in which case, the petition is summarily denied. Except when a petition is summarily denied, ~~the~~ the planning and zoning commission shall conduct a public hearing to receive public comment on the proposed change, which hearing shall be held not more than 30 days from the date of filing of the application.

...

(d) Consideration by city council. The city council shall consider the recommendation of the planning and zoning commission and shall hold a public hearing. A notice of the time and place of such hearing shall be published in accordance with this Code and the Texas Open Meetings Act. The favorable vote of the majority of the city council is required for approval of the application. If a majority of the city council does not vote in favor of the change, it fails. A failed street name change cannot be reconsidered by the city council unless a new petition is filed under subsection (b).

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

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

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

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

SECTION 5. This Ordinance is ordered to be codified.

SECTION 6. This Ordinance shall become effective immediately.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **26th** day of **March, 2024** with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **9th** day of **April, 2024** with all members of the Council voting “aye” for the passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



INTEROFFICE MEMORANDUM

Date: March 22, 2024
To: Mayor Robert H. Moore and Big Spring City Council
CC: Todd Darden, City Manager
From: John Medina, Assistant City Manager
Subject: Fire Department Restructuring

To improve services, the Big Spring Fire Department is proposing to transition to a four-fire station model that will have staffed ambulances with two personnel and a fire truck with three personnel assigned to each station, when appropriately staffed. The number of personnel will remain the same, but the number of employees in each classification will be redistributed by reducing the number of lieutenants and drivers by three each and increasing the number of firefighters by six.

In addition, the department has proposed to change from to a 14-day overtime period to a 21-day overtime period. In 2019, the schedule was changed from a 24-hours on/48-hours off to the more popular 48 hours on/96-hours off schedule. The change will relieve overtime expenses and will also work better with the 48/96 schedule.

Lastly, the classification names of Deputy Chief and Lieutenant will change to the more widely used nomenclature of Battalion Chief and Captain, respectively.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 2, SECTION 2-57 OF THE BIG SPRING CITY CODE BY ESTABLISHING CLASSIFICATIONS AND NUMBER OF POSITIONS FOR THE FIRE DEPARTMENT PURSUANT TO SECTION 143.021, TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, having adopted the Charter of the City of Big Spring, the City of Big Spring is incorporated and organized under the laws of the State of Texas as a home-rule municipality; and

WHEREAS, the City Council of Big Spring is the governing body of the City of Big Spring pursuant to Section 1a, Article IV of the Charter; and

WHEREAS, the City of Big Spring has as one of its departments the Big Spring Fire Department; and

WHEREAS, the citizens of the City of Big Spring, Texas have adopted the Civil Service system for the Fire Department; and

WHEREAS, Civil Service is governed under State law, Chapter 143 of the Texas Local Government Code; and

WHEREAS, by statute, the Civil Service Commission “shall provide for the classification of all fire fighters,” and City Council “by ordinance shall prescribe the number of positions in each classification,” Section 143.021, Texas Local Government Code; and

WHEREAS, the management staff of the City, after appropriate review and evaluation of the needs of the Fire Department, in light of fiscal realities and the need to plan for future budget years with uncertain revenue, have made their recommendation relating to the numbers of classified positions; and

WHEREAS, due to budgetary shortfalls affecting the Fire Department, especially as concerns overtime expense, the City of Big Spring must take action to control expenses; and

WHEREAS, the City of Big Spring will go to a four fire station model while keeping five fire stations for flexibility; and

WHEREAS, to relieve the overtime expense, the work period for firefighters is becoming twenty-one days; and

WHEREAS, the intent of the City Council is to change the name of the following ranks/classifications within the Fire Department, the job descriptions will follow the name changes. It is not the City Council's intent to create additional ranks/classifications by adoption of this Ordinance. The Deputy Chief will be changed to Battalion Chief. The Lieutenant will be changed to Captain.

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

SECTION 1. The City Council approves an ordinance to change the number of classified positions in the Fire Department, affecting no current employees.

SECTION 2. City Council hereby amends Big Spring City Code Chapter 2, entitled "Administration," Article III, entitled "Officers and Employees," Section 2-57, entitled "Adoption of civil service for firefighters' and civil service positions designated," in part as follows:

Big Spring City Code
Chapter 2 – Administration
Article III – Officers and Employees

Section 2-57 – Adoption of civil service for firefighters and civil service positions designated.

- (a) Firefighters' Civil Service under Texas Local Government Code ch. 143 is hereby put into effect by the city as of October 1, 1985.
- (b) All employees are hereby granted the same vacation and sick leave benefits granted to firefighters under Texas Local Government Code ch. 143 and the city personnel policies and procedures is hereby amended to reflect these benefits.
- (c) Classification of all firefighters and the number of authorized positions in each classification are as follows:

Classification	Number of Authorized Positions
* Fire chief	1
** <u>Battalion</u> Deputy chief	7
<u>Captain</u> Lieutenant	<u>12</u> 15
Driver	<u>12</u> 15

*** Firefighter	<u>32</u> 26
Total	64

* Non-civil service

** One ~~of the six~~ battalion ~~deputy~~ chiefs will be appointed by the fire chief in accordance with Texas Local Government Code § 143.014. One battalion ~~deputy~~ chief will be assigned as fire marshal and certified health inspector by the fire chief in accordance with Texas Local Government Code § 143.042.

~~*** The city will reduce, through attrition only, firefighters to 26 from 36. As the position is reduced by attrition the number will be reduced accordingly.~~

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

SECTION 3. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

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

SECTION 5. Should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any purpose, the remainder of this Ordinance shall not be affected thereby.

SECTION 6. 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 7. This Ordinance shall become effective immediately.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 26th day of March, 2024 with all members of the Council present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 9th day of April, 2024 with all members of the Council present voting “aye” for the passage of same.

Robert H. Moore, III, Mayor

ATTEST:

Tami L. Davis, City Secretary



INTEROFFICE MEMORANDUM

Date: March 22, 2024
To: Mayor Robert H. Moore and Big Spring City Council
CC: Todd Darden, City Manager
From: John Medina, Assistant City Manager
Subject: Mid-Year Pay Adjustment for First Responders

Although we are currently in the process of a compensation study, we are proposing a 10% and 13% sliding scale increase for the police and fire departments respectively. Due to the high number of employee turnover, a mid-year pay adjustment can be funded through the end of the year due to understaffing. The cost of this increase for these divisions for a full year is \$870,000.00. Additional budget considerations will need to be addressed in next year's budget in order to continue funding these pay increases and additional pay adjustments should they be proposed by the compensation study.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, ESTABLISHING THE FIRE DEPARTMENT PAY SCALE EFFECTIVE APRIL 14TH, 2024, IN ACCORDANCE WITH CHAPTER 143 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the Fire Department pay plan effective April 14th, 2024; and to provide for certificate, education, and paramedic pay; and

WHEREAS, a mid-year pay adjustment can be funded through the end of the fiscal year because budgeted funds are available due to high vacancies in the Fire Department;

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

SECTION 1. The pay schedule for the Fire Department as shown in Exhibit “A,” which is attached hereto and incorporated herein for all purposes as if copied herein verbatim, is adopted as the pay scale for the Fire Department of the City of Big Spring effective April 14, 2024. Assignment, education and paramedic pay are authorized as provided in Exhibit “A.” In the event the City Council does not take action to amend the assignment, education, and paramedic pay in the years following 2024, the assignment, education, and paramedic pay provided shall remain in effect for subsequent years.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 3. 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 4. This ordinance shall be in force and effect beginning April 14, 2024.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **26th** day of **March, 2024** with all members of the Council voting “aye” for passage of the same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **9th** day of **April, 2024** with all members of the Council voting “aye” for passage of the same.

Robert H. Moore, III, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

FIRE - Exhibit A

April 14, 2024

	STEP	SHIFT	JOB DESCRIPTION	CODE	PREVIOUS HOURLY	NEW HOURLY	HCP
BASE PAY	1	SHIFT	CADET		-----	-----	
		DAY			\$19.595	\$22.142	
	1	SHIFT	FIRE FIGHTER	FF S	\$16.905	\$19.103	\$ 1.652
	2	DAY	FIRE FIGHTER	FF D	\$23.666	\$26.743	\$ 2.312
	1	SHIFT	DRIVER	APENG S	\$18.556	\$20.755	\$ 2.228
	2	DAY	DRIVER	APENG D	\$25.977	\$29.055	\$ 3.124
	1	SHIFT	CAPTAIN	LT S	\$20.780	\$22.983	\$ 3.291
	2	DAY	CAPTAIN	LT D	\$29.095	\$32.179	\$ 4.610
	1	SHIFT	BATTALION CHIEF	DC S	\$24.694	\$26.274	\$ 11.558
	2	DAY	BATTALION CHIEF	DC D	\$34.576	\$36.789	\$ 16.176
PARA CERT.	1	SHIFT	EMERGENCY MED TECH PARAMEDIC	EMTP S	\$2.131	\$2.131	
	2	DAY	EMERGENCY MED TECH PARAMEDIC	EMTP D	\$2.985	\$2.985	
EDUCATION	1	SHIFT	ASSOCIATE DEGREE	ASSOC S	\$0.428	\$0.428	
	2	DAY	ASSOCIATE DEGREE	ASSOC D	\$0.600	\$0.600	
	1	SHIFT	BACHELORS DEGREE	BACH S	\$0.870	\$0.870	
	2	DAY	BACHELORS DEGREE	BACH D	\$1.218	\$1.218	
ASSIGNMENT PAY			EMS				
	1	SHIFT	INSTRUCTOR - TDH	INST-TDH S	\$0.888	\$0.888	
	2	DAY	INSTRUCTOR - TDH	INST-TDH D	\$1.244	\$1.244	
			FIRE				
	1	SHIFT	INSTRUCTOR - INTERMEDIATE TCFP	INST-TCFP S	\$0.888	\$0.888	
	2	DAY	INSTRUCTOR - INTERMEDIATE TCFP	INST-TCFP D	\$1.244	\$1.244	
	1	SHIFT	FIRE INVESTIGATOR or INSPECTOR	INV-INSP S	\$0.455	\$0.455	
	2	DAY	FIRE INVESTIGATOR or INSPECTOR	INV-INSP D	\$0.636	\$0.636	
	1	SHIFT	ARSON INVESTIGATOR	ARSON S	\$0.908	\$0.908	
	2	DAY	ARSON INVESTIGATOR	ARSON D	\$1.261	\$1.261	
	1	SHIFT	TRAINING OFFICER	TRANOFF S		\$0.861	
	2	DAY	TRAINING OFFICER	TRANOFF D	\$1.206	\$1.206	
	1	SHIFT	FIRE MARSHAL	FIRE MARSH S		\$2.548	
	2	DAY	FIRE MARSHAL	FIRE MARSH D	\$8.410	\$3.567	
	1	SHIFT	HEALTH INSPECTOR	FIRE MARSH S	\$0.861	\$0.861	
	2	DAY	HEALTH INSPECTOR	FIRE MARSH D	\$1.206	\$1.206	

Emergency Management Coordinator \$300.00 per month



INTEROFFICE MEMORANDUM

Date: March 22, 2024
To: Mayor Robert H. Moore and Big Spring City Council
CC: Todd Darden, City Manager
From: John Medina, Assistant City Manager
Subject: Mid-Year Pay Adjustment for First Responders

Although we are currently in the process of a compensation study, we are proposing a 10% and 13% sliding scale increase for the police and fire departments respectively. Due to the high number of employee turnover, a mid-year pay adjustment can be funded through the end of the year due to understaffing. The cost of this increase for these divisions for a full year is \$870,000.00. Additional budget considerations will need to be addressed in next year's budget in order to continue funding these pay increases and additional pay adjustments should they be proposed by the compensation study.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, ESTABLISHING THE PAY SCHEDULE FOR CLASSIFIED POSITIONS WITHIN THE POLICE DEPARTMENT EFFECTIVE APRIL 14TH, 2024; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the Police Department pay plan for calendar year 2024;

WHEREAS, a mid-year pay adjustment can be funded through the end of the fiscal year because budgeted funds are available due to high vacancies in the Police Department;

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

SECTION 1: Enacted

THAT, the pay schedule for the Police Department as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes as if copied herein verbatim, is adopted as the pay schedule for the classified positions within the Police Department of the City of Big Spring effective April 14th, 2024. In the event the City Council does not take action to amend the pay schedule in the years following 2024, the pay plan provided shall remain in effect for subsequent years.

SECTION 2: Repeal

That, all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 3. Open Meetings

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 4: Effective Date

That, this ordinance shall be in force and effect beginning April 14th, 2024.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **26th** day of **March, 2024**, with all members of the Council voting “aye” for passage of the same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **9th** day of **April, 2024**, with all members voting “aye” for the passage of the same.

Robert H. Moore, III, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

Exhibit A

City of Big Spring Police Department Pay Plan Effective April 14, 2024

<u>Rank</u>	<u>Grade & Step</u>	<u>Old Pay Rate</u>	<u>New Pay Rate</u>	<u>Bi-weekly</u>	<u>HCP</u>	
Non-Cert Police Officer	P0-01	22.641	24.905	\$ 1,992.40		10%
Police Officer	P1-01	26.875	29.563	\$ 2,365.04	\$ -	10%
Corporal	P2-01	28.805	31.498	\$ 2,519.84	\$ 1.935	9.35%
Corporal 1 st Class	P3-01	30.847	33.546	\$ 2,683.68	\$ 2.048	8.75%
Senior Corporal	P4-01	32.391	35.024	\$ 2,801.92	\$ 1.478	8.13%
Sergeant	P5-01	34.016	36.635	\$ 2,930.80	\$ 1.611	7.70%
Sergeant 1 st Class	P6-01	36.550	39.211	\$ 3,136.88	\$ 2.576	7.28%
Master Sergeant	P7-01	38.401	41.031	\$ 3,282.48	\$ 1.820	6.85%
Lieutenant	P8-01	40.321	42.902	\$ 3,432.16	\$ 1.871	6.40%
Senior Lieutenant	P9-01	43.810	46.417	\$ 3,713.36	\$ 3.515	5.95%

Narcotics Officers

Includes authorized personnel only, specifically:		<u>Pay Rate</u>	<u>Bi-weekly</u>
(1) Master Sergeant	P7-01	41.031	\$ 3,282.48
(1) Corporal	P2-01	31.498	\$ 2,519.84
(1) Corporal - 1 st Class	P3-01	33.546	\$ 2,683.68
(1) Senior Corporal	P4-01	35.024	\$ 2,801.92

Additional Assignment Pay

Night Shift Differential	5% Hourly Increase from 6:00 pm to 6:00 am
Instructor	5% Hourly Increase when teaching
Field Training (FTO)	\$50/day, paid once a month
Special Weapons and Tactics (SWAT)	\$325/month

Monthly Incentive Pay

Education Monthly Pay

Associates	\$ 100.00
Bachelors	\$ 200.00

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING THE POLICE CHIEF TO EXECUTE ON BEHALF OF SAID CITY, EDUCATION REIMBURSEMENT AGREEMENTS WITH NEW OR RECENTLY HIRED EMPLOYEES WHO HAVE PAID FOR THEIR OWN POLICE ACADEMY TUITION AND FEES AND RECEIVED CERTIFICATION AS A RESULT; AND REQUIRING THAT THE EMPLOYEE REIMBURSE THE CITY FOR SUCH PAYMENTS IF HE OR SHE VOLUNTARILY TERMINATES EMPLOYMENT PRIOR TO THE COMPLETION OF THREE YEARS OF EMPLOYMENT

WHEREAS, in order to provide incentives for the recruitment and retention of certified POLICE Fighters in the City of Big Spring POLICE Department, the City desires to reimburse new and recently hired employees for up to \$5,000.00 of the tuition and fee expenses personally incurred by the employee in obtaining Peace Officer certification.

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

SECTION 1.

That the Police Chief is hereby authorized and directed to execute on behalf of the City of Big Spring, Education Agreements in the form attached hereto as Exhibit "A" with new employees and applicable recently hired employees of the Big Spring POLICE Department.

SECTION 2.

That the employees who receive reimbursement of said expenses described above are required to reimburse the City for such payments if he/she voluntarily terminates employment with the City of Big Spring prior to the completion of three years of employment.

SECTION 3.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 12th day of March, 2024, with all members of the Council present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 9th day of April, 2024, with all members of the Council present voting “aye” for passage of same.

Robert H. Moore, Mayor

ATTEST:

Tami Davis, City Secretary

**CITY OF BIG SPRING POLICE DEPARTMENT
EDUCATION EXPENSE REIMBURSEMENT AGREEMENT**

By this Agreement, **The City of Big Spring** (hereinafter referred to as the "City") and _____, an employee of the City of Big Spring Police Department, (hereinafter referred to as "Employee") agree that the City will provide certain educational assistance to the Employee under the following terms and conditions:

1. Reimbursement for Previously Completed Training. To be eligible for reimbursement under this Agreement, an employee must have been hired by the City of Big Spring Police Department and must have personally incurred expenses for tuition and fees to attend any training school meeting Texas Commission on Law Enforcement (TCOLE) Standards requirements for a basic police academy and received his or her Peace Officer certification as a result. If the Employee meets these eligibility standards, the City agrees to reimburse the Employee for documented tuition and fees incurred by the Employee as set forth above, in an amount not to exceed Five Thousand dollars (\$5,000.00).

2. Employee Obligation. For and in consideration of the above, the Employee agrees to repay the reimbursement paid to the Employee pursuant to Paragraph 1 above, immediately upon his or her voluntary termination of employment with the City if such termination occurs within three (3) calendar years from the date Employee was hired in accordance with Paragraph 1 above.

Executed at Big Spring, Texas on the ____ day of _____, 20__.

The City of Big Spring

By: _____
Police Chief

ATTEST:

Tami L. Davis, City Secretary

Employee:

By: _____
Signature

Printed Name

STATE OF TEXAS §
COUNTY OF HOWARD §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as Employee, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 20__.

Notary Public, State of Texas

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING THE FIRE CHIEF TO EXECUTE ON BEHALF OF SAID CITY, EDUCATION REIMBURSEMENT AGREEMENTS WITH NEW OR RECENTLY HIRED EMPLOYEES WHO HAVE PAID FOR THEIR OWN FIRE ACADEMY TUITION AND FEES AND RECEIVED CERTIFICATION AS A RESULT; AND REQUIRING THAT THE EMPLOYEE REIMBURSE THE CITY FOR SUCH PAYMENTS IF HE OR SHE VOLUNTARILY TERMINATES EMPLOYMENT PRIOR TO THE COMPLETION OF THREE YEARS OF EMPLOYMENT

WHEREAS, in order to provide incentives for the recruitment and retention of certified Fire Fighters in the City of Big Spring Fire Department, the City desires to reimburse new and recently hired employees for up to \$5,000.00 of the tuition and fee expenses personally incurred by the employee in obtaining Firefighter certification.

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

SECTION 1.

That the Fire Chief is hereby authorized and directed to execute on behalf of the City of Big Spring, Education Agreements in the form attached hereto as Exhibit "A" with new employees and applicable recently hired employees of the Big Spring Fire Department.

SECTION 2.

That the employees who receive reimbursement of said expenses described above are required to reimburse the City for such payments if he/she voluntarily terminates employment with the City of Big Spring prior to the completion of three years of employment.

SECTION 3.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 26th day of March, 2024 with all members of the Council present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 9th day of April, 2024, with all members of the Council present voting “aye” for passage of the same.

Robert H. Moore, Mayor

ATTEST:

Tami Davis, City Secretary

**CITY OF BIG SPRING FIRE DEPARTMENT
EDUCATION EXPENSE REIMBURSEMENT AGREEMENT**

By this Agreement, **The City of Big Spring** (hereinafter referred to as the "City") and _____, an employee of the City of Big Spring Fire Department, (hereinafter referred to as "Employee") agree that the City will provide certain educational assistance to the Employee under the following terms and conditions:

1. Reimbursement for Previously Completed Training. To be eligible for reimbursement under this Agreement, an employee must have been hired by the City of Big Spring Fire Department and must have personally incurred expenses for tuition and fees to attend any training school meeting Texas Commission on Fire Protection Standards requirements for a basic fire academy and received his or her Firefighter certification as a result. If the Employee meets these eligibility standards, the City agrees to reimburse the Employee for documented tuition and fees incurred by the Employee as set forth above, in an amount not to exceed Five Thousand dollars (\$5,000.00).

2. Employee Obligation. For and in consideration of the above, the Employee agrees to repay the reimbursement paid to the Employee pursuant to Paragraph 1 above, immediately upon his or her voluntary termination of employment with the City if such termination occurs within three (3) calendar years from the date Employee was hired in accordance with Paragraph 1 above.

Executed at Big Spring, Texas on the _____ day of _____, 20__.

The City of Big Spring

By: _____
Fire Chief

ATTEST:

Tami L. Davis, City Secretary

Employee:

By: _____
Signature

Printed Name

STATE OF TEXAS §
COUNTY OF HOWARD §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as Employee, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

Notary Public, State of Texas

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING THE FIRE CHIEF TO EXECUTE ON BEHALF OF SAID CITY, EDUCATION REIMBURSEMENT AGREEMENTS WITH NEW OR RECENTLY HIRED EMPLOYEES WHO HAVE PAID FOR THEIR OWN EMERGENCY MEDICAL TECHNICIAN (EMT) TRAINING TUITION AND FEES AND RECEIVED CERTIFICATION AS A RESULT; AND REQUIRING THAT THE EMPLOYEE REIMBURSE THE CITY FOR SUCH PAYMENTS IF HE OR SHE VOLUNTARILY TERMINATES EMPLOYMENT PRIOR TO THE COMPLETION OF THREE YEARS OF EMPLOYMENT

WHEREAS, in order to provide incentives for the recruitment and retention of certified Fire Fighters in the City of Big Spring Fire Department, the City desires to reimburse new and recently hired employees for up to \$3,000.00 of the tuition and fee expenses personally incurred by the employee in obtaining EMT certification.

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

SECTION 1.

That the Fire Chief is hereby authorized and directed to execute on behalf of the City of Big Spring, Education Agreements in the form attached hereto as Exhibit "A" with new employees and applicable recently hired employees of the Big Spring Fire Department.

SECTION 2.

That the employees who receive reimbursement of said expenses described above are required to reimburse the City for such payments if he/she voluntarily terminates employment with the City of Big Spring prior to the completion of three years of employment.

SECTION 3.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **26th** day of **March, 2024**, with all members of the Council present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **9th** day of **April, 2024** with all members of the Council present voting "aye" for passage of same.

ATTEST:

Robert H. Moore, III, Mayor

Tami Davis, City Secretary

**CITY OF BIG SPRING FIRE DEPARTMENT
EMT EDUCATION EXPENSE REIMBURSEMENT AGREEMENT**

By this Agreement, **The City of Big Spring** (hereinafter referred to as the "City") and _____, an employee of the City of Big Spring Fire Department, (hereinafter referred to as "Employee") agree that the City will provide certain educational assistance to the Employee under the following terms and conditions:

1. Reimbursement for Previously Completed Training. To be eligible for reimbursement under this Agreement, an employee must have been hired by the City of Big Spring Fire Department and must have personally incurred expenses for tuition and fees to attend any training school meeting Texas Department of State Health Services (DSHS) requirements and received his or her EMT (basic or higher) certification as a result. If the Employee meets these eligibility standards, the City agrees to reimburse the Employee for documented tuition and fees incurred by the Employee as set forth above, in an amount not to exceed Three Thousand dollars (\$3,000.00).

2. Employee Obligation. For and in consideration of the above, the Employee agrees to repay the reimbursement paid to the Employee pursuant to Paragraph 1 above, immediately upon his or her voluntary termination of employment with the City if such termination occurs within three (3) calendar years from the date Employee was hired in accordance with Paragraph 1 above.

Executed at Big Spring, Texas on the ____ day of _____, 20__.

The City of Big Spring

By: _____
Fire Chief

ATTEST:

Tami L. Davis, City Secretary

Employee:

By: _____
Signature

Printed Name

STATE OF TEXAS §
COUNTY OF HOWARD §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as Employee, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 20__.

Notary Public, State of Texas

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF SAID CITY, RELOCATION INCENTIVE AGREEMENTS WITH NEWLY HIRED POLICE AND FIRE RECRUITS AND REQUIRING THAT THE EMPLOYEE REIMBURSE THE CITY FOR SUCH PAYMENTS AND COLLECTION COSTS IF HE OR SHE VOLUNTARILY TERMINATES EMPLOYMENT PRIOR TO THE COMPLETION OF THREE YEARS OF EMPLOYMENT

WHEREAS, in order to provide incentives for the recruitment and retention of Police Officers and Fire Fighters in the City of Big Spring at a time of high vacancies, and to help improvement of response times by police officers and fire fighters during times of civil emergencies by incentivizing officers to live within a 30 minute drive of the City, the City desires to provide relocation incentives to newly hired employees in the amount of Four Thousand Five Hundred Dollars, (\$4,500.00) pursuant to the terms set forth in the agreement attached hereto as Exhibit "A," (the "Agreement").

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

SECTION 1. That the City Manager is hereby authorized and directed to execute from time to time on behalf of the City of Big Spring, Relocation Incentive Agreements in the form attached hereto as Exhibit "A" with new employees of the Police or Fire Department. In addition, the City Manager is authorized to execute such agreements with those employees of the Police or Fire Department who relocate in compliance with the terms of the agreement within sixty days of the effective date of this resolution.

SECTION 2. That any employee that receives a Relocation Incentive shall be required to reimburse the City for the full amount of the incentive received, plus any necessary collection costs if he/she voluntarily terminates employment with the City of Big Spring prior to the completion of the term of agreement.

SECTION 3. All resolutions or parts of resolutions and minute orders in conflict herewith are hereby repealed to the extent of the conflict.

PASSED AND APPROVED on the first reading at a regular meeting of the City Council on the 26th day of March, 2024 with all members of the Council present voting "aye" for passage of same.

PASSED AND APPROVED on the first reading at a regular meeting of the City Council on the 9th day of April, 2024 with all members of the Council present voting "aye" for passage of same.

ATTEST:

Robert H. Moore, III, Mayor

Tami L. Davis, City Secretary

EXHIBIT "A"

**CITY OF BIG SPRING POLICE AND FIRE DEPARTMENT
RELOCATION INCENTIVE AGREEMENT FOR NEW EMPLOYEES**

This Agreement is by and between the **City of Big Spring** (hereinafter referred to as the "City") and _____, an employee of the City of Big Spring Fire or Police Department, (hereinafter referred to as "Employee"). The City and Employee agree that the City will pay a Relocation Incentive in the amount of four thousand five hundred dollars (\$4,500.00) to the Employee under the following terms and conditions:

1. **Terms.** Within sixty days of the date of employment, the employee must relocate his or her primary residence to a location that is within a thirty-minute drive from the city limits of the City of Big Spring, from a location that exceeds that distance. In addition, the employee must remain employed with the Big Spring Police or Fire Department for at least three (3) years following the payment and continuously maintain his or her primary residence within a thirty-minute response time throughout that period.
2. **Repayment.** If the employee does not continuously maintain a residence within the response area for the three years following date of the payment or voluntarily terminates employment with the City of Big Spring before the end of the three-year period, the employee agrees to repay the incentive payment in full. In addition, the employee agrees to pay all costs of court and attorney fees if a collection suit is necessary to collect such payment.

Executed at Big Spring, Texas on the _____ day of _____, 20_____.

Employee:

Printed Name

Signature

City of Big Spring

By: _____
Fire/Police Department Chief

ATTEST: _____
Tami Davis, City Secretary

STATE OF TEXAS §
COUNTY OF HOWARD §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as Employee, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 20_____.

NOTARY PUBLIC



CITY OF
Big Spring

MEMORANDUM

Date: March 20, 2024

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

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

Re: Authorization for the City Manager to accept a Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant from the Texas Department of Transportation

Staff is requesting authorization for the City Manager to accept a Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant from the Texas Department of Transportation. Staff originally requested consideration for the grant associated with CARES Act and the Texas Department of Transportation recently approved the grant application.

The grant is for \$30,000 with the state providing 100% of the costs associated with the grant's acceptance and execution. The monies associated with this grant can be used for a variety of purposes primarily reimbursement of operating and/or capital expenditures incurred by the airport dating back to January 20, 2020. Staff submitted the application with the intention of reimbursing for operating expenses associated with past airport expenditures.

**TEXAS DEPARTMENT OF TRANSPORTATION
CARES ACT AIRPORT GRANT AGREEMENT**

PART I – OFFER

Offer Date March 11, 2024

Airport Big Spring McMahon-Wrinkle Airport

Project Number 20CRBIGSP

Unique Entity Identifier D9WAUU1NU9M7

TO: City of Big Spring, Texas
(herein called the "Sponsor")

FROM: The State of Texas, acting through the Texas Department of Transportation (herein called the "State")

WHEREAS, the Sponsor has submitted to the State a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Application (herein called the "Grant") March 8, 2024, for a grant of Federal funds at or associated with Big Spring McMahon-Wrinkle Airport; which is included as part of this Grant Agreement;

This Agreement is made and entered into by and between the Texas Department of Transportation, (hereinafter referred to as the "State"), for and on behalf of the State of Texas, and City of Big Spring, Texas, (hereinafter referred to as the "Sponsor").

WHEREAS, City of Big Spring has accepted the terms of TxDOT's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the TxDOT has approved the Grant Application for Big Spring McMahon-Wrinkle Airport (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Big Spring McMahon-Wrinkle Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 27, 2020. Funds provided under the Grant will be governed by the same principles that govern

“airport revenue.” New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Request for CARES Act Funding, and in consideration of, (a) the Sponsor’s acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE STATE OF TEXAS, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$30,000.

(A) The following amount represents the calculation of the maximum total obligation above available under the provisions of Public Law 116-136, provided to each airport according to CARES Act formulas:

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is May 28, 2024.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the State authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the State has determined to be unallowable under the CARES Act.
4. **Final Federal Share of Costs.** The United States’ share of allowable Grant costs is 100%.
5. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation (“Secretary”). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the State any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from State. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
6. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

7. **Offer Expiration Date.** This offer will expire and the State will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 1, 2024, or such subsequent date as may be prescribed in writing by the State.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the State.
9. **State of Texas Not Liable for Damage or Injury.** The State is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant.
10. **Electronic Grant Payment(s).** The Sponsor must use the eGrants system to electronically submit each pay request, and associated support documentation. The State will provide payment request forms to upload with supporting documentation. The State will review invoices manually to ensure payment eligibility and is committed to processing payments in a timely manner.
11. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
12. **Buy American.** Unless otherwise approved in advance by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant.
13. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the State.
14. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. Upon request of the State, the Sponsor shall provide one copy of the completed audit to the State.
15. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting the entity is not

- excluded or disqualified from participating; or
- 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the State whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

16. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all contracts and subcontracts.

17. Trafficking in Persons.

- A. The Sponsor, as the recipient, and the Sponsor's employees, under this award, may not —
 - 1. Engage in severe forms of trafficking in persons during the period of time this Grant is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the Grant.
- B. The State as the awarding agency may unilaterally terminate this award, without penalty, if a Sponsor that is a private entity —
 - 1. Is determined to have violated a prohibition in paragraph A of this Grant term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A of this Grant term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Assigned to the Sponsor using the standards and due process for directing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. The Sponsor must inform the State immediately of any information received from any source alleging a violation of a prohibition in paragraph A during this Grant term.
4. The State's right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA and State under this Grant.

18. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of the Sponsor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 19. Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the State prior to the date of this Grant.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the State.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the Federal share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The State will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the State that the Sponsor is legally responsible for payment of such costs;
 - B. State participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: _____

City of Big Spring, Texas

City of Big Spring, Texas

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the State and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant shall become effective upon the Sponsor's acceptance of this Offer.

STATE OF TEXAS TEXAS DEPARTMENT OF TRANSPORTATION

(Signature)

Daniel Harmon

(Typed Name)

Director, Aviation Division

(Title)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.

- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions

applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).

- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and

assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities

operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, 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 bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license,

permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
- b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

PARTIAL RELEASE OF OIL AND GAS LEASE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HOWARD §

THIS PARTIAL RELEASE OF OIL AND GAS LEASE (this “**Partial Release**”) is given by Rodeo Midland Basin, LLC (“**Lessee**”) in favor of the City of Big Spring, Texas, a Texas home-rule municipality (“**Lessor**”) to be effective as of February 1, 2024 (the “**Effective Date**”).

WHEREAS, Lessor entered into an Oil and Gas Lease dated effective as of November 1, 2016, covering those certain lands and interests described on the attached Exhibit A (the “**Leased Premises**”) and recorded at Volume 1589, Page 816, Instrument No. 2016-00011945, in the Official Public Records of Howard County, Texas (the “**Lease**”);

WHEREAS, by various instruments of conveyance recorded in the public records of Howard County, Texas, Lessee acquired the leasehold working interest in and to the lands covered by the Lease;

WHEREAS, it is the desire of the undersigned that Lessee (i) release unto Lessor certain depths covered by the Lease, such interests being described on the attached Exhibit B (the “**Released Interests**”) but (ii) retain unto itself, its successors and assigns, subject to the terms of the Lease, all of its right, title, interest and estate in and to the lands and depths set forth on the attached Exhibit C (the “**Retained Lands**”); and

WHEREAS, it is the desire of the undersigned that Lessor ratify, adopt, and confirm the Lease, its terms, covenants, and conditions, in respect of the Retained Lands.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree as follows:

1. Lessee hereby RELEASES, REMISES, and RELINQUISHES unto Lessor, its successors and assigns, all of Lessee’s right, title, interest, and estate in and to the Released Interests, as set forth on the attached Exhibit B;
2. Lessor hereby RATIFIES, ADOPTS, and CONFIRMS the Lease in its entirety as to the Retained Lands, and does hereby GRANT, LEASE, LET and DEMISE the Retained Lands unto Lessee, as set forth on the attached Exhibit C, for the same uses and purposes and upon the same terms, covenants, and conditions as set forth in the Lease for all purposes;

3. Lessor and Lessee agree, declare, warrant, and represent that the Lease is and remains binding upon Lessor and Lessee as to the Retained Lands and that the Lease is the valid and subsisting oil and gas lease in respect of Lessor's right, title, interest, and estate in and to the Retained Lands;

4. Lessor and Lessee acknowledge and agree that Lessee, its successors and assigns, shall continue to have the right of ingress and egress in, on, under, over, across and through the Leased Premises for the purpose of producing and operating its leasehold working interest in and to the Retained Lands.

TO HAVE AND TO HOLD, the right, title, and interest, and estate set forth hereinabove in and to the Released Interests and the Retained Lands, together with all and singular the rights and appurtenances thereunto in any way belonging, unto the undersigned, and their respective successors and assigns. This Partial Release shall be binding upon and shall inure to the benefit of the undersigned and their respective successors and assigns.

This instrument may be executed in multiple counterparts, each of which shall constitute and have the effect of an original, but all of which shall together constitute one and the same instrument. In the event of execution of this instrument in multiple counterparts, the undersigned are authorized to combine the signature and acknowledgement pages of each counterpart into one single instrument for recording purposes.

[Signature Pages to follow]

Partial Release of Oil and Gas Lease
City of Big Spring, Texas

IN WITNESS WHEREOF, this instrument is executed by each party as of the date of its acknowledgement to be effective as of the Effective Date.

RODEO MIDLAND BASIN, LLC

By: _____
Name: Matthew Cotter
Title Authorized Signatory

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____, 2024 by Matthew Cotter, as Authorized Signatory of Rodeo Midland Basin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas
My Commission Expires: _____

IN WITNESS WHEREOF, this instrument is executed by each party as of the date of its acknowledgement to be effective as of the Effective Date.

CITY OF BIG SPRING

By: _____

Name: Robert Moore

Title: Mayor

ATTEST:

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF HOWARD §

This instrument was acknowledged before me on this _____ day of _____, 2024 by Robert Moore, the Mayor of the City of Big Spring, on behalf of said _____.

Notary Public in and for the State of Texas

My Commission Expires: _____

EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN
PARTIAL RELEASE OF OIL AND GAS LEASE,
BY AND BETWEEN RODEO MIDLAND BASIN, LLC, AS LESSEE, AND THE CITY OF
BIG SPRING, TEXAS, AS LESSOR

LEASED PREMISES

44.41 acres, more or less, in Howard County, Texas, being more particularly described as follows:

Tract One - 16.53 acres, more or less, being the portion of the W/2 of Section 3, Block 33, T-1-S, T&P Ry. Co. Survey, A-359, described in a Deed dated January 25, 1939, recorded in Volume 104, Page 321 of the Deed Records of Howard County, Texas; and

Tract Two - 27.88 acres, more or less, being the portion of the 39.83 acre tract out of the northwest corner of Section 3, Block 33, T-1-S, with dimensions of (i) 900 feet north and south and (ii) 1,928 feet east and west, that was condemned in favor of the U.S.A. described in Volume 282, Page 490 of the Deed Records of Howard County, Texas.

End of Exhibit A

EXHIBIT B

ATTACHED TO AND MADE A PART OF THAT CERTAIN
PARTIAL RELEASE OF OIL AND GAS LEASE,
BY AND BETWEEN RODEO MIDLAND BASIN, LLC, AS LESSEE, AND THE CITY OF
BIG SPRING, TEXAS, AS LESSOR

RELEASED INTERESTS

Depths:

Those depths covering the Leased Premises INSO FAR AND ONLY INSO FAR as to all depths below the stratigraphic equivalent of the base of the Wolfcamp Formation which is found at 9,430' TVD as shown on the Gamma Ray log of the GREEN 412 Well (API # 42-227-37477) dated July 8, 2014, and located in the northwest quarter of Section 4, Block 33, T1S, T&P RR Co. Survey, Howard County, Texas.

End of Exhibit B

EXHIBIT C

ATTACHED TO AND MADE A PART OF THAT CERTAIN
PARTIAL RELEASE OF OIL AND GAS LEASE,
BY AND BETWEEN RODEO MIDLAND BASIN, LLC, AS LESSEE, AND THE CITY OF
BIG SPRING, TEXAS, AS LESSOR

RETAINED LANDS

Lands:

44.41 acres, more or less, in Howard County, Texas, being more particularly described as follows:

Tract One - 16.53 acres, more or less, being the portion of the W/2 of Section 3, Block 33, T-1-S, T&P Ry. Co. Survey, A-359, described in a Deed dated January 25, 1939, recorded in Volume 104, Page 321 of the Deed Records of Howard County, Texas; and

Tract Two - 27.88 acres, more or less, being the portion of the 39.83 acre tract out of the northwest corner of Section 3, Block 33, T-1-S, with dimensions of (i) 900 feet north and south and (ii) 1,928 feet east and west, that was condemned in favor of the U.S.A. described in Volume 282, Page 490 of the Deed Records of Howard County, Texas.

Depths:

Those depths covering the Leased Premises INsofar AND ONLY INsofar as from the surface of the earth down to the stratigraphic equivalent of the base of the Wolfcamp Formation which is found at 9,430' TVD as shown on the Gamma Ray log of the GREEN 412 Well (API # 42-227-37477) dated July 8, 2014, and located in the northwest quarter of Section 4, Block 33, T1S, T&P RR Co. Survey, Howard County, Texas.

End of Exhibit C

PARTIAL RELEASE OF OIL AND GAS LEASE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HOWARD §

THIS PARTIAL RELEASE OF OIL AND GAS LEASE (this “**Partial Release**”) is given by Rodeo Midland Basin, LLC (“**Rodeo**”) and Camterra Resources Partners, LTD. (“**Camterra**,” together with Rodeo, the “**Lessee**”) in favor of the City of Big Spring, Texas, a Texas home-rule municipality (“**Lessor**”) to be effective as of February 1, 2024 (the “**Effective Date**”).

WHEREAS, Lessor entered into an Oil and Gas Lease dated effective as of May 20, 2014, covering those certain lands and interests described on the attached Exhibit A (the “**Leased Premises**”) and recorded at Volume 1397, Page 349, Instrument No. 2014-00003712 (the “**Original Lease**”), and amended by Amendment and Ratification of Oil and Gas Lease dated effective February 20, 2018, which is recorded in Volume 1712, Page 493, Instrument No. 2018-00004489 (the “**First Amendment**”), and as amended by Amendment and Ratification of Oil and Gas Lease dated effective April 30, 2019, which is recorded in Volume 1823, Page 19, Instrument No. 2019-00005101 (the “**Second Amendment**”), in each instance recorded in the Official Public Records of Howard County, Texas (the Original Lease, as amended by the First Amendment and Second Amendment are collectively hereinafter referred to as, the “**Lease**”);

WHEREAS, by various instruments of conveyance recorded in the public records of Howard County, Texas, Lessee acquired leasehold working interests in and to certain tracts of land covered by the Lease;

WHEREAS, it is the desire of the undersigned that Lessee (i) release unto Lessor certain lands and depths covered by the Lease, such interests being described on the attached Exhibit B (the “**Released Interests**”) but (ii) retain unto itself, its successors and assigns, subject to the terms of the Lease, all of its right, title, interest and estate in and to the lands and depths set forth on the attached Exhibit C (the “**Retained Lands**”); and

WHEREAS, it is the desire of the undersigned that Lessor ratify, adopt, and confirm the Lease, its terms, covenants, and conditions, in respect of the Retained Lands.

WHEREAS, it is the desire of the undersigned that Lessor consent, approve, authorize and ratify the Units, their terms and conditions, in respect of the Retained Lands.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree as follows:

1. Lessee hereby RELEASES, REMISES, and RELINQUISHES unto Lessor, its successors and assigns, all of Lessee's right, title, interest, and estate in and to the Released Interests, as set forth on the attached Exhibit B;

2. Lessor hereby RATIFIES, ADOPTS, and CONFIRMS the Lease in its entirety as to the Retained Lands, and does hereby GRANT, LEASE, LET and DEMISE the Retained Lands unto each Lessee, respectively, as set forth on the attached Exhibit C, for the same uses and purposes and upon the same terms, covenants, and conditions as set forth in the Lease for all purposes;

3. Lessor and Lessee agree, declare, warrant, and represent that the Lease is and remains binding upon Lessor and Lessee as to the Retained Lands and that the Lease is the valid and subsisting oil and gas lease in respect of Lessor's right, title, interest, and estate in and to the Retained Lands;

4. Lessor and Lessee acknowledge and agree that Lessee, its successors and assigns, shall continue to have the right of ingress and egress in, on, under, over, across and through the Leased Premises for the purpose of producing and operating its leasehold working interest in and to the Retained Lands.

TO HAVE AND TO HOLD, the right, title, and interest, and estate set forth hereinabove in and to the Released Interests and the Retained Lands, together with all and singular the rights and appurtenances thereunto in any way belonging, unto the undersigned, and their respective successors and assigns. This Partial Release shall be binding upon and shall inure to the benefit of the undersigned and their respective successors and assigns.

This instrument may be executed in multiple counterparts, each of which shall constitute and have the effect of an original, but all of which shall together constitute one and the same instrument. In the event of execution of this instrument in multiple counterparts, the undersigned are authorized to combine the signature and acknowledgement pages of each counterpart into one single instrument for recording purposes.

Partial Release of Oil and Gas Lease
City of Big Spring, Texas

IN WITNESS WHEREOF, this instrument is executed by each party as of the date of its acknowledgement to be effective as of the Effective Date.

RODEO MIDLAND BASIN, LLC

By: _____
Name: Matthew Cotter
Title Authorized Signatory

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____, 2024 by Matthew Cotter, as Authorized Signatory of Rodeo Midland Basin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas
My Commission Expires: _____

Partial Release of Oil and Gas Lease
City of Big Spring, Texas

IN WITNESS WHEREOF, this instrument is executed by each party as of the date of its acknowledgement to be effective as of the Effective Date.

CAMTERRA RESOURCES PARTNERS, LTD.,
a Texas Limited Partnership
By: Camterra Resources, Inc., a Texas Corporation
Its: Managing General Partner

By: _____
Name: Zach Carlile
Its: Chief Executive Officer

ACKNOWLEDGEMENT

STATE of TEXAS §
 §
COUNTY of DALLAS §

Be it known, that on this ____ day of _____, 2024, before me, the undersigned authority, personally came and appeared Zach Carlile known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document on behalf of said CAMTERRA RESOURCES, INC., a Texas Corporation, Managing General Partner of CAMTERRA RESOURCES PARTNERS, LTD., a Texas Limited Partnership, before me and who acknowledged in my presence that he signed the above and foregoing document as his own free act and deed of said corporation and limited partnership and for the uses and purposes therein set forth and apparent.

In witness whereof, the said appeared has signed these presents and I have hereto affixed my hand and seal, together with the said witnesses on the day and date first above written.

Notary Public in and for State of Texas
My Commission Expires: _____

IN WITNESS WHEREOF, this instrument is executed by each party as of the date of its acknowledgement to be effective as of the Effective Date.

CITY OF BIG SPRING

By: _____

Name: Robert Moore

Title: Mayor

ATTEST:

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF HOWARD §

This instrument was acknowledged before me on this _____ day of _____, 2024 by Robert Moore, the Mayor of the City of Big Spring, on behalf of said _____.

Notary Public in and for the State of Texas

My Commission Expires: _____

EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN
PARTIAL RELEASE OF OIL AND GAS LEASE,
BY AND BETWEEN RODEO MIDLAND BASIN, LLC AND CAMTERRA RESOURCES
PARTNERS, LTD., AS LESSEE, AND THE CITY OF BIG SPRING, TEXAS, AS LESSOR

LEASED PREMISES

1,169.2515 Net Acres

1,415.874 Gross Acres

All of those certain tracts of land located in Howard County, State of Texas:

A 63 acre tract of land in the W/2 of Section 2, Block 33, Township 1 South, T&P Ry. Co. Sy., being more particularly described in that certain Mineral Deed, dated 2/20/1941 and recorded in Volume 109, Page 211 of the Deed Records of Howard County, Texas.

A 204.58 acre tract of land in the E/2 of Section 2, Block 33, Township 1 South, T&P Ry. Co. Sy., being more particularly described in that certain Deed, dated 5/25/1942 and recorded in Volume 112, Page 238 of the Deed Records of Howard County, Texas, SAVE and EXCEPT the following tracts:

TRACT 1: A 10 acre tract, being more particularly described in that certain Warranty Deed, dated 12/28/1950 and recorded in Volume 177, Page 245 of the Deed Records of Howard County Texas.

TRACT 2: A 16.173 acre tract more particularly described in that certain Warranty Deed, dated 6/3/1952 and recorded in Volume 179, Page 99 of the Deed Records of Howard County, Texas.

The SW/4 of Section 2, Block 33, Township 1 South, T&P Ry. Co. Sy., SAVE and EXCEPT a 61.752 acre tract, being part of a 63 acre tract, being more particularly described in that certain Mineral Deed, dated 2/20/1941 and recorded in Volume 109, Page 211 of the Deed Records of Howard County, Texas.

A 60 acre tract of land in the West 3/4 of the South 80 acres of the NW/4 of Section 2, Block 33, Township 1 South, T&P Ry. Co. Sy., SAVE and EXCEPT a 1.248 acre tract out of a 63.00 acre tract, being more particularly described in that certain Mineral Deed, dated 2/20/1941 and recorded in Volume 109, Page 211 of the Deed Records of Howard County, Texas.

A 200 acre tract of land out of Section 3, Block 33, Township 1 South, T&P Ry. Co. Sy., being more particularly described in that certain Warranty Deed, dated 3/1/1929 and recorded Volume 75, Page 576 of the Deed Records of Howard County, Texas.

W/2 of Section 3, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths below the base of the San Andres Formation, SAVE and EXCEPT the following tracts:

TRACT 1: A 39.83 acre tract of land out of the Northwest corner, being more particularly described in that certain Warranty Deed, dated 1/31/1941 and recorded in Volume 109, Page 216 of the Deed Records of Howard County, Texas.

TRACT 2: A 16.53 acre tract of land being more particularly described in that certain Warranty Deed, dated 1/25/1938 and recorded in Volume 104, Page 321 of the Deed Records of Howard County, Texas.

The S/20 acres of W/220 acres of the E/2 of Section 3, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths below the base of the San Andres Formation, and being more particularly described in that certain Mineral Deed dated 3/7/1941 and recorded in Volume 110, Page 35 of the Deed Records of Howard County, Texas.

The S/20 acres of the E/100 acres of the E/2 of Section 3, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths below the base of the San Andres Formation, and being more particularly described in that certain Mineral Deed dated 3/7/1941 and recorded in Volume 110, Page 35 of the Deed Records of Howard County, Texas.

The North 80 acres of the East 100 acres of the E/2 of Section 3, Block 33, Township 1 South, T&P Ry. Co. Sy., being more particularly described in that certain Warranty Deed dated 1/15/1927 and recorded in Volume 62, Page 421 of the Deed Records of Howard County, Texas, SAVE AND EXCEPT a 15 acre tract out of the Northeast corner, being more particularly described in that certain Warranty Deed, dated 12/5/1944 and recorded in Volume 124, Page 147 of the Deed Records of Howard County, Texas.

A 16.59 acre tract of land out the SE/4 of Section 4, Block 33, Township 1 South, T&P Ry. Co. Sy., being more particularly described in that certain Warranty Deed, dated 6/3/1942 and recorded in Volume 111, Page 574 of the Deed Records of Howard County, Texas.

58.62 acres being comprised of three separate proration units surrounding three separate wells located within Sections 3 and 4, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths below the base of the San Andres Formation, said proration units being more particularly described by the following well information:

- Mark-M-R Big Spring 4-A Well No. 1, API# 227-32610
- Mark-M-R Big Spring Well No. 4, API# 227-32778
- Mark-M-R Big Spring Well No. 6, API# 227-32763

An 83.19 acre tract out of an 111 acre tract in Section 4, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths 100 feet below the base of the San Andres Formation, being more particularly described in that certain Judgment and Declaration of Taking No. 1, dated 7/25/1960, by and between United States of America v. 129.50 Acres of Land, More or Less, Situate in Howard County, State of Texas, and Mrs. Nell Frazier, et al, Civil Action No. 1942, and recorded

in Volume 282, Page 490 of the Deed Records in Howard County, Texas, SAVE AND EXCEPT 58.62 acres surrounding three proration units around the following wells:

- Mark-M-R Big Spring 4-A Well No. 1, API # 227-32610
- Mark-M-R Big Spring Well No. 4, API # 227-32778
- Mark-M-R Big Spring Well No. 6, API # 227-32763

A 15.15 acre tract of land in the NE/4 of Section 9, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths 100 feet below the base of the San Andres Formation, being more particularly described in that certain Deed, dated 5/28/1942 and recorded in Volume 111, Page 537 of the Deed Records of Howard County, Texas.

A 6.35 acre tract of land in the SE/4 of Section 9, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths 100 feet below the base of the San Andres Formation, being more particularly described in that certain Deed, dated 11/4/1960 and recorded in Volume 288, Page 310 of the Deed Records of Howard County, Texas.

A 1.95 acre tract of land in the NE/4 of Section 9, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths 100 feet below the base of the San Andres Formation, being more particularly described in that certain Deed, dated 11/4/1960 and recorded in. Volume 288, Page 310 of the Deed Records of Howard County, Texas.

An 18.78 acre tract of land out of Section 10, Block 33, Township 1 South, T&P Ry. Co. Sy., being more particularly described in that certain Quit Claim Deed, dated 10/26/1948 and recorded in Volume 147, Page 158 of the Deed Records of Howard County, Texas.

A 43 acre tract of land out of Section 10, Block 33, Township 1 South, T&P Ry. Co. Sy., being more particularly described in that certain Warranty Deed, dated 2/7/1941 and recorded in Volume 109, Page 140 of the Deed Records of Howard County, Texas.

The 20 acre proration unit surrounding the Winston & Wrinkle Well No. 1, API# 227-33430, located in the N/2 of Section 10, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths below 4,000 feet.

The 20 acre proration unit surrounding the Winston & Wrinkle Well No. 2, API# 227-33404, located in the N/2 of Section 10, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths below 4,000 feet.

A 121.21 acre tract out of a 172.37 acre tract of land in Section 10, Block 33, Township I South, T&P Ry. Co. Sy., being more particularly described in that certain Warranty Deed, dated 4/24/1942 and recorded in Volume 111, Page 477 of the Deed Records of Howard County, Texas, SAVE AND EXCEPT two proration units totaling 40 acres surrounding the following wells:

- Winston & Wrinkle Well No. 1, API# 227-33430
- Winston & Wrinkle Well No. 2, API# 227-33404

51.347 acres out of a 172.37 acre tract in Sections 10 and 11, Block 33, Township 1 South, T&P Ry. Co. Sy., more particularly described in Warranty Deed, dated 4/24/1942 and recorded Volume 111, Page 477 of the Deed Records of Howard County, Texas.

A 6.9 acre tract in Section 11, Block 33, Township 1 South, T&P Ry. Co. Sy., more particularly described in that certain Deed, dated 10/6/1978 and recorded in Volume 490, Page 154 of the Deed Records of Howard County, Texas.

9.2 acres of a 65.4 acre tract in Sections 10 and 11, Block 33, Township 1 South, T&P Ry. Co. Sy., being more particularly described in that certain Warranty Deed, dated 2/15/1943 and recorded in Volume 114, Page 124 of the Deed Records of Howard County, Texas.

60.60 acres out of the NE/4 of Section 16, Block 33, Township 1 South, T&P Ry. Co. Sy, being more particularly described in that certain Judgment on Declaration of Taking No. 1 dated 11/4/1960, United States of America vs 82.88 Acres of Land, more or less, Situated in Howard County, State of Texas, and Una V. Dunagan, et al., Civil Action No. 2026, and recorded in V288/P130 of the Deed Records of Howard County, Texas.

13.98 acre tract of land out of the E/2 of Section 16, Block 33, Township 1 South, T&P Ry. Co. Sy., being more particularly described in that certain Judgment on Declaration of Taking No. 1 dated 11/4/1960, United States of America vs 82.88 Acres of Land, more or less, Situate in Howard County, State of Texas, and Una V. Dunagan, et al., Civil Action No. 2026, and recorded in V288/P130 of the Deed Records of Howard County, Texas.

End of Exhibit A

EXHIBIT B

ATTACHED TO AND MADE A PART OF THAT CERTAIN
PARTIAL RELEASE OF OIL AND GAS LEASE,
BY AND BETWEEN RODEO MIDLAND BASIN, LLC AND CAMTERRA RESOURCES
PARTNERS, LTD., AS LESSEE, AND THE CITY OF BIG SPRING, TEXAS, AS LESSOR

RELEASED INTERESTS

Released Lands:

Lessee hereby releases those lands and all depths as to 555.027 acres, more or less, being comprised of multiple tracts located in Sections 2 and 11, Block 33, Township 1 South, T&P Ry. Co. Sy., Howard County, Texas, SAVE AND EXCEPT 132.51 acres, more or less, being comprised of multiple tracts located within the boundaries of the May North Unit as being more particularly described in that certain Designation of Pooled Unit - May North Unit and recorded at Volume 1983, Page 180, Instrument No. 2021-00002745, in the Official Public Records of Howard County, Texas.

Released Depths as to the remaining Leased Premises:

Lessee hereby releases those depths INsofar AND ONLY INsofar as to all depths below the stratigraphic equivalent of the base of the Wolfcamp Formation which is found at 9,430' TVD as shown on the Gamma Ray log of the GREEN 412 Well (API # 42-227-37477) dated July 8, 2014, and located in the northwest quarter of Section 4, Block 33, T1S, T&P RR Co. Survey, Howard County, Texas.

End of Exhibit B

EXHIBIT C

ATTACHED TO AND MADE A PART OF THAT CERTAIN
PARTIAL RELEASE OF OIL AND GAS LEASE,
BY AND BETWEEN RODEO MIDLAND BASIN, LLC AND CAMTERRA RESOURCES
PARTNERS, LTD., AS LESSEE, AND THE CITY OF BIG SPRING, TEXAS, AS LESSOR

RETAINED LANDS

Retained Lands:

Those lands located in Howard County, Texas and described as:

Retained Lands owned by Rodeo Midland Basin, LLC:

132.51 acres, more or less, being comprised of multiple tracts located in Sections 2 and 11, Block 33, Township 1 South, T&P Ry. Co. Sy., said tracts being located within the boundaries of the May North Unit as being more particularly described in that certain Designation of Pooled Unit - May North Unit and recorded at Volume 1983, Page 180, Instrument No. 2021-00002745, in the Official Public Records of Howard County, Texas.

A 200 acre tract of land out of Section 3, Block 33, Township 1 South, T&P Ry. Co. Sy., being more particularly described in that certain Warranty Deed, dated 3/1/1929 and recorded Volume 75, Page 576 of the Deed Records of Howard County, Texas.

W/2 of Section 3, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths below the base of the San Andres Formation, SAVE and EXCEPT the following tracts:

TRACT 1: A 39.83 acre tract of land out of the Northwest corner, being more particularly described in that certain Warranty Deed, dated 1/31/1941 and recorded in Volume 109, Page 216 of the Deed Records of Howard County, Texas.

TRACT 2: A 16.53 acre tract of land being more particularly described in that certain Warranty Deed, dated 1/25/1938 and recorded in Volume 104, Page 321 of the Deed Records of Howard County, Texas.

The S/20 acres of W/220 acres of the E/2 of Section 3, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths below the base of the San Andres Formation, and being more particularly described in that certain Mineral Deed dated 3/7/1941 and recorded in Volume 110, Page 35 of the Deed Records of Howard County, Texas.

The S/20 acres of the E/100 acres of the E/2 of Section 3, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths below the base of the San Andres Formation, and being more particularly described in that certain Mineral Deed dated 3/7/1941 and recorded in Volume 110, Page 35 of the Deed Records of Howard County, Texas.

The North 80 acres of the East 100 acres of the E/2 of Section 3, Block 33, Township 1 South, T&P Ry. Co. Sy., being more particularly described in that certain Warranty Deed dated 1/15/1927 and recorded in Volume 62, Page 421 of the Deed Records of Howard County, Texas, SAVE AND EXCEPT a 15 acre tract out of the Northeast corner, being more particularly described in that certain Warranty Deed, dated 12/5/1944 and recorded in Volume 124, Page 147 of the Deed Records of Howard County, Texas.

Those lands located solely within section 3, Block 33, Township 1 South, T&P Ry. Co. Sy., being a portion of 58.62 acres being comprised of three separate proration units surrounding three separate wells located within Sections 3 and 4, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths below the base of the San Andres Formation, said proration units being more particularly described by the following well information:

- Mark-M-R Big Spring 4-A Well No. 1, API# 227-32610
- Mark-M-R Big Spring Well No. 4, API# 227-32778
- Mark-M-R Big Spring Well No. 6, API# 227-32763

51.347 acres out of a 172.37 acre tract in Sections 10 and 11, Block 33, Township 1 South, T&P Ry. Co. Sy., more particularly described in Warranty Deed, dated 4/24/1942 and recorded Volume 111, Page 477 of the Deed Records of Howard County, Texas.

9.2 acres of a 65.4 acre tract in Sections 10 and 11, Block 33, Township 1 South, T&P Ry. Co. Sy., being more particularly described in that certain Warranty Deed, dated 2/15/1943 and recorded in Volume 114, Page 124 of the Deed Records of Howard County, Texas.

Retained Lands owned by Camterra Resources Partners, LTD.:

A 16.59 acre tract of land out of the SE/4 of Section 4, Block 33, Township 1 South, T&P Ry. Co. Sy., being more particularly described in that certain Warranty Deed, dated 6/3/1942 and recorded in Volume 111, Page 574 of the Deed Records of Howard County, Texas.

Those lands located solely within section 4, Block 33, Township 1 South, T&P Ry. Co. Sy., being a portion of 58.62 acres being comprised of three separate proration units surrounding three separate wells located within Sections 3 and 4, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths below the base of the San Andres Formation, said proration units being more particularly described by the following well information:

- Mark-M-R Big Spring 4-A Well No. 1, API# 227-32610
- Mark-M-R Big Spring Well No. 4, API# 227-32778
- Mark-M-R Big Spring Well No. 6, API# 227-32763

An 83.19 acre tract out of an 111 acre tract in Section 4, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths 100 feet below the base of the San Andres Formation, being more particularly described in that certain Judgment and Declaration of Taking No. 1, dated 7/25/1960, by and between United States of America v. 129.50 Acres of Land, More or Less, Situate in Howard County, State of Texas, and Mrs. Nell Frazier, et al, Civil Action No. 1942, and recorded

in Volume 282, Page 490 of the Deed Records in Howard County, Texas, SAVE AND EXCEPT 58.62 acres surrounding three proration units around the following wells:

- Mark-M-R Big Spring 4-A Well No. 1, API # 227-32610
- Mark-M-R Big Spring Well No. 4, API # 227-32778
- Mark-M-R Big Spring Well No. 6, API # 227-32763

A 15.15 acre tract of land in the NE/4 of Section 9, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths 100 feet below the base of the San Andres Formation, being more particularly described in that certain Deed, dated 5/28/1942 and recorded in Volume 111, Page 537 of the Deed Records of Howard County, Texas.

A 6.35 acre tract of land in the SE/4 of Section 9, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths 100 feet below the base of the San Andres Formation, being more particularly described in that certain Deed, dated 11/4/1960 and recorded in Volume 288, Page 310 of the Deed Records of Howard County, Texas.

A 1.95 acre tract of land in the NE/4 of Section 9, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths 100 feet below the base of the San Andres Formation, being more particularly described in that certain Deed, dated 11/4/1960 and recorded in. Volume 288, Page 310 of the Deed Records of Howard County, Texas.

An 18.78 acre tract of land out of Section 10, Block 33, Township 1 South, T&P Ry. Co. Sy., being more particularly described in that certain Quit Claim Deed, dated 10/26/1948 and recorded in Volume 147, Page 158 of the Deed Records of Howard County, Texas.

A 43 acre tract of land out of Section 10, Block 33, Township 1 South, T&P Ry. Co. Sy., being more particularly described in that certain Warranty Deed, dated 2/7/1941 and recorded in Volume 109, Page 140 of the Deed Records of Howard County, Texas.

The 20 acre proration unit surrounding the Winston & Wrinkle Well No. 1, API# 227-33430, located in the N/2 of Section 10, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths below 4,000 feet.

The 20 acre proration unit surrounding the Winston & Wrinkle Well No. 2, API# 227-33404, located in the N/2 of Section 10, Block 33, Township 1 South, T&P Ry. Co. Sy., as to all depths below 4,000 feet.

A 121.21 acre tract out of a 172.37 acre tract of land in Section 10, Block 33, Township I South, T&P Ry. Co. Sy., being more particularly described in that certain Warranty Deed, dated 4/24/1942 and recorded in Volume 111, Page 477 of the Deed Records of Howard County, Texas, SAVE AND EXCEPT two proration units totaling 40 acres surrounding the following wells:

- Winston & Wrinkle Well No. 1, API# 227-33430
- Winston & Wrinkle Well No. 2, API# 227-33404

60.60 acres out of the NE/4 of Section 16, Block 33, Township 1 South, T&P Ry. Co. Sy, being more particularly described in that certain Judgment on Declaration of Taking No. 1 dated

11/4/1960, United States of America vs 82.88 Acres of Land, more or less, Situated in Howard County, State of Texas, and Una V. Dunagan, et al., Civil Action No. 2026, and recorded in V288/P130 of the Deed Records of Howard County, Texas.

13.98 acre tract of land out of the E/2 of Section 16, Block 33, Township 1 South, T&P Ry. Co. Sy., being more particularly described in that certain Judgment on Declaration of Taking No. 1 dated 11/4/1960, United States of America vs 82.88 Acres of Land, more or less, Situate in Howard County, State of Texas, and Una V. Dunagan, et al., Civil Action No. 2026, and recorded in V288/P130 of the Deed Records of Howard County, Texas.

Retained Depths:

Retained Depths owned by Rodeo Midland Basin, LLC and Camterra Resources Partners, LTD.:

INSOFAR AND ONLY INSOFAR as from the surface of the earth down to the stratigraphic equivalent of the base of the Wolfcamp Formation which is found at 9,430' TVD as shown on the Gamma Ray log of the GREEN 412 Well (API # 42-227-37477) dated July 8, 2014, and located in the northwest quarter of Section 4, Block 33, T1S, T&P RR Co. Survey, Howard County, Texas.

End of Exhibit C