



CITY COUNCIL REGULAR AGENDA

Tuesday, January 14, 2025

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, January 14, 2025, 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

- | | |
|---|-------|
| 1. Call to Order | Moore |
| 2. Invocation | Moore |
| 3. Pledge of Allegiance to the United States Flag and to the Texas State Flag | Moore |

Public Comment

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

- | | |
|-------------------|-------|
| 4. Public Comment | Moore |
|-------------------|-------|

Announcements, Presentations and Public Hearings

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

- | | | |
|--|-------|--------|
| 5. Open Presentation and Public Hearing | | Moore |
| 6. Presentation Regarding a Proposed Big Spring Lofts Project for Affordable Senior Housing Rentals | 6-18 | Medina |
| 7. PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 805 E 18TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: THE EAST 41 FEET OF THE WEST 47 FEET OF BLOCK NO. 2, MANNING ADDITION, BIG SPRING, HOWARD COUNTY, TEXAS – OWNER: JESSE DARIO VARGAS | 19-65 | Hagen |
| 8. Close Presentation and Public Hearing | | Moore |

City Manager's Report

- | | | |
|--|--|--------|
| 9. City Manager's report on the following items: | | Darden |
| <ul style="list-style-type: none">• Update - Large Item Pickup, District 6• Large Item Pickup, District 1 - January 15, 2025• Summit Meeting - January 15, 2025 @ 1:30• Chamber of Commerce Banquet - January 30, 2025• Howard County Day at the Capital - February 5 & 6, 2025• City Holidays - Martin Luther King- January 20, 2025 | | |

Consent Items

- | | | |
|---|-------|-------------|
| 10. Approval of the City Council Minutes of the Regular Meeting of December 10, 2024 and the Second Regular Meeting of December 10, 2024. | 66-77 | Davis |
| 11. Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Directors Minutes for the Regular Meeting of November 19, 2024. | 78-79 | Mark Willis |

Vouchers

- | | | |
|---------------------------|-----------------|--------|
| 12. Vouchers for 12/13/24 | \$ 1,179,991.20 | Moreno |
| Vouchers for 12/20/24 | \$ 533,199.79 | |

13.	Vouchers for 01/03/24	\$	583,929.23	Ornelas
	Vouchers for 01/10/24	\$	1,005,190.55	

Bids

14.	Consideration and Possible Action on Awarding a Bid for a 72" Flail Mower for the Street Department and Authorizing the City Manager or His Designee to Execute any Necessary Documents.	80-81	Medina
15.	Consideration and Possible Action on Awarding a Vertical Turbine Pump for the Roy Anderson Sports Complex and Authorizing the City Manager or His Designee to Execute any Necessary Documents	82-83	Medina
16.	Consideration and Possible Action on Awarding a Set of Submersible Mixers and Blowers for the Edward Ground Storage Tanks and Authorizing the City Manager or His Designee to Execute any Necessary Documents	84-87	Bowles

New Business

17.	First Reading of a Resolution Supporting the Proposed Project for the Texas Department of Housing and Community Affairs for 2025 Competitive 9% Housing Tax Credit for the Big Spring Lofts Project; and Providing an Effective Date	88-89	Medina
18.	First Reading of a Resolution Granting the Consent of the City of Big Spring, Texas, to the Creation of Howard County Emergency Services District No. 1; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Resolution were Discussed were Open to the Public as Required by Law; and Establishing an Effective Date.	90-94	Darden
19.	First Reading of a Resolution Amending the Authorized Representatives Empowered to Transmit and Withdraw Funds from TexStar; and Providing an Effective Date	95-97	Smith
20.	First Reading of an Ordinance Amending Chapter 38 of the Big Spring City Code "Administration," Article II "City Council," By Repealing Section 38-9 "Curfew for Minors"; Providing for Severability; and Providing for an Effective Date	98-101	Williams
21.	First Reading of an Ordinance Amending Ordinance Number 028-2024 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1,	102-103	Smith

2024 and Ending September 30 2025 by Increasing the Airpark Fund for the Purpose of Conducting an Airfield Pavement Study; Providing for Severability; Providing for Publication; and Providing an Effective Date.

- | | | |
|---|---------|--------|
| 22. Acknowledge Receipt of the Quarterly Claims and Litigation Report from the City Attorney | | Hagen |
| 23. Acknowledge Receipt of the Quarterly Financial Report and the Investment Report for the Quarter Ending September 30, 2024. | 104-127 | Smith |
| 24. Consideration and Possible Action to Approve an Amendment to that Certain Oil & Gas Lease Dated March 9, 2017, Between the City of Big Spring and Four Sevens Operating Co. Ltd. by Authorizing the City Manager to Execute the Amendment to Oil & Gas Lease Between the City of Big Spring and SOGC, LLC, and Any Necessary Documents. | 128-170 | Darden |
| 25. Consideration and Possible Action to Approve an Architectural/Engineering Agreement with Jacob Martin and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 171-184 | Feeley |
| 26. Consideration and Possible Action to Approve a Pavement Management Study at McMahon-Wrinkle Airport and Authorizing the City Manager or his Designee to Execute any Necessary Documents | 185-194 | Feeley |
| 27. Boards & Committees
Consideration and Possible Action on the Below Listed Board: | | Moore |
| a. <u>McMahon/Wrinkle Aviation Advisory Board</u>
Appoint John Scott Nominated by Council Member Hughes - Dist. 3 | | |
| b. <u>Planning & Zoning Commission</u>
Consideration of Terry McDaniel's Resignation | 195 | |
| c. <u>Big Spring Economic Development Board</u>
Consideration of Joel De La Garza Resignation
Appoint Terry McDaniel - Nominated by Mayor Moore | 196 | |

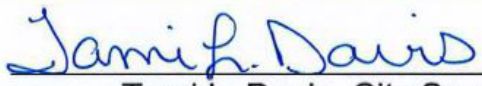
Council Input

- | | | |
|-----------|--|-------|
| 28. Input | | 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, January 10, 2025 at 5:00 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.



INTEROFFICE MEMORANDUM

Date: January 8, 2025
To: Mayor Robert H. Moore, Big Spring City Council, and Todd Darden, City Manager
From: John Medina, Assistant City Manager
Subject: Big Spring Lofts

The City was contacted by Big Spring Lots, LLC. regarding their intent to submit an application for a competitive 9% Housing Tax Credit Grant. They are proposing a development for affordable senior citizen housing and request the City's support by resolution and a funding commitment of \$250.00.

The proposed complex will contain single to three story stone buildings with approximately 45-60 units, including a clubhouse.

A presentation will is attached to this memo for more information.

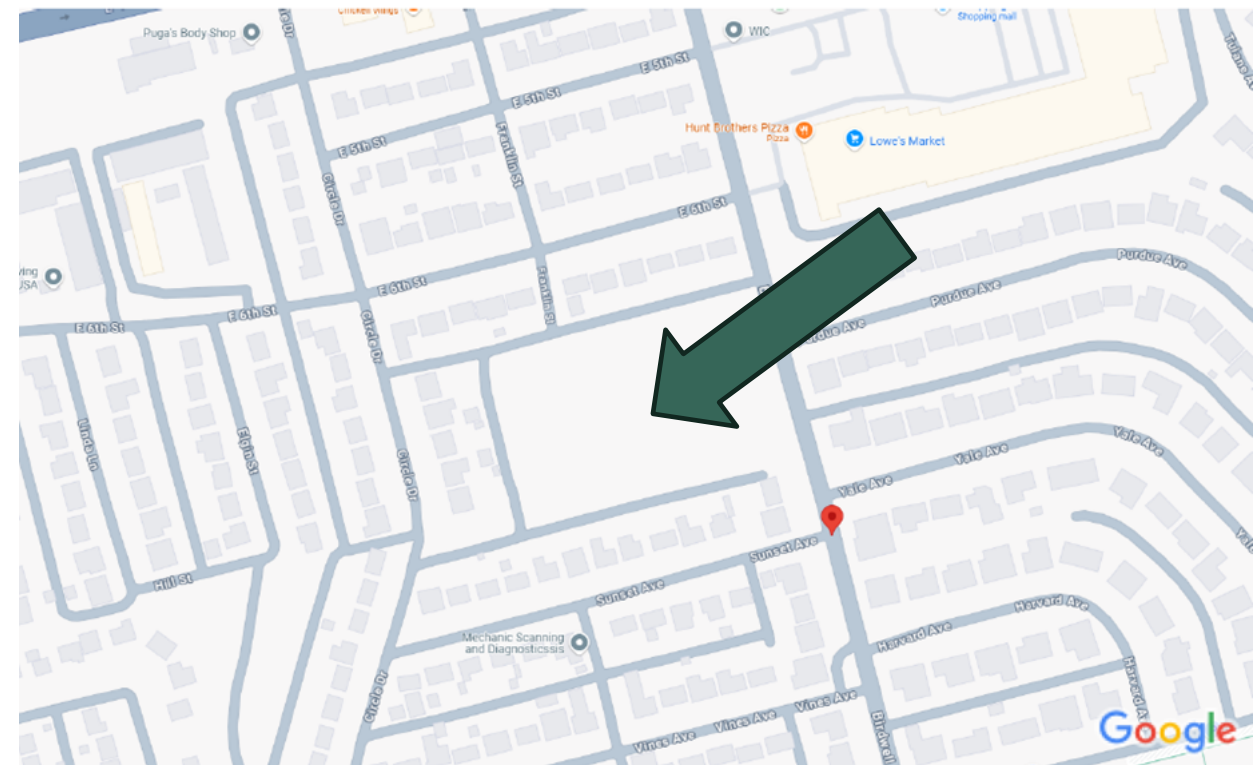
BIG SPRING LOFTS FOR SENIORS

PROPOSAL FOR A HIGH-QUALITY SENIOR APARTMENT
COMMUNITY IN BIG SPRING TEXAS



BIG SPRING LOFTS FOR SENIORS

- LOCATION – BIRDWELL LANE & SUNSET AVE. BIG SPRING, TX



- Close Proximity to Key Amenities:
- Birdwell Park / YMCA of Big Spring
- Anthony Hunt Library
- Carver Pharmacy
- Howard County Community Health

BIG SPRING LOFTS FOR SENIORS DEVELOPMENT OVERVIEW

- 1-3 Stories
- Stone (or Brick) and Siding
- Clubhouse
- Approximately 45 - 60 units
- Serving seniors (ages 55+)



BIG SPRING LOFTS FOR SENIORS

- TARGET RENT AND INCOME LEVELS -

- Majority of the units at 60% AMI rents
- Income ranges from \$34k-\$39k for an individual or couples
- Serve seniors in local workforce of Big Spring including but not limited to;
 - Teachers
 - Nurses
 - First Responders
 - Artists
 - City Employees

LIHTC Income Limits for 2024
(Based on 2024 MTSP Income Limits)

	Charts	60.00%	140.00%
1 Person	📈	34,620	48,468
2 Person	📈	39,600	55,440
3 Person	📈	44,520	62,328
4 Person	📈	49,500	69,300
5 Person	📈	53,460	74,844
6 Person	📈	57,420	80,388
7 Person	📈	61,380	85,932
8 Person	📈	65,340	91,476
9 Person	📈	69,300	97,020
10 Person	📈	73,260	102,564
11 Person	📈	77,220	108,108
12 Person	📈	81,180	113,652

LIHTC Rent Limits for 2024
(Based on 2024 MTSP/VI Income Limits)

Bedrooms (People)	Charts	60.00%	FMR
Efficiency (1.0)	📈	865	942
1 Bedroom (1.5)	📈	927	959
2 Bedrooms (3.0)	📈	1,113	1,189
3 Bedrooms (4.5)	📈	1,287	1,438
4 Bedrooms (6.0)	📈	1,435	1,767
5 Bedrooms (7.5)	📈	1,584	

Majority of units at 60% of AMI with some units providing deeper affordability

BENEFITS TO CITY OF BIG SPRING AND HOWARD COUNTY

Economic Benefits

- Estimated new \$11-\$13 mill. construction investment
 - Use of local contractors/suppliers if competitive
- Creation of approximately 100-150 jobs during construction
- Creation of at least 2 permanent jobs after construction
- Generation of fees for the City
- New property taxes paid annually to the City, County, School
- New utilities revenues generated for the City
- New sales taxes generated for the City

REQUEST RESOLUTION OF SUPPORT FROM BIG SPRING

- Be placed on the city council agenda for mid January 2025
- Resolution of support from the City in January of 2025 for February 9% LIHTC application preparation
- Resolution of funding commitment of \$250 (req'd for our application)
 - We propose waiver of building permit fees
- Assistance with obtaining a letter of support from the State Representative.
- We will also speak with local community organizations serving the City to request letters of support

GYANI CAPITAL DEVELOPMENT EXPERIENCE

Established in 2010, Gyani Capital has undertaken a range of projects across several different asset classes including;

- Affordable/market-rate multifamily housing
- Medical
- Retail
- Hospitality

DEVELOPER EXPERIENCE – PORTFOLIO – APT



Location: Rancho Viejo Apartments, Laredo, TX

Property Overview:

46 units (3 one-bedroom, 43 two-bedroom)
Serves local workforce at affordable rents

Acquisition Details:

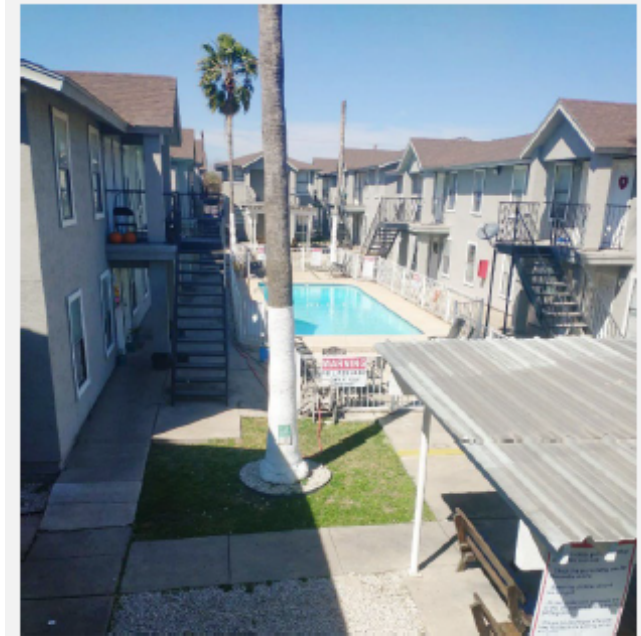
- Acquired with 63% occupancy, \$55,000 improvements per unit

Renovation Highlights:

- New flooring, plumbing, appliances, bathrooms, and A/C
- Common area upgrades: pool, security, parking, roofing, ENERGY STAR appliances, LED lighting
- On-site management office and web-based leasing system

Impact:

- Occupancy rate increased to 97% with waiting list
- 15-30% rent premium on fully furnished units



DEVELOPER EXPERIENCE – PORTFOLIO - MED



Location: Laredo Emergency Room, Laredo, TX

Facility Overview:

8,000 sq. ft., \$7.2 million purpose-built Emergency Room

Fully licensed, staffed with 8 board-certified physicians

Performance:

- One of South Texas' highest-performing ERs
- EBITA of over \$12 million in 2024
- Consistent 20% year-over-year growth
- Initially leased, then purchased retail complex in 2021 for \$4 million



DEVELOPER EXPERIENCE – PORTFOLIO- RETA



Overview:

15 retail projects developed and partnered in 4 of NYC's 5 boroughs
Majority located in Manhattan

Development Cycle:

- Led by Gyani Capital through all phases: predevelopment, design, construction, lease-up, and asset management
- Required approval from NYC governing bodies (community boards, Department of Consumer Affairs, Department of Transportation, Public Design Commission)



DEVELOPER EXPERIENCE – HOSPITALITY



Acquisition Details:

Acquired Laredo Staybridge Suites in August 2021 for \$10.6 million

111-room, 71,500 sq. ft., 3-story property

Located 5 minutes from Laredo International Airport

Property Features:

- Extended-stay accommodations with apartment-style amenities
- Exterior pool, dining area, business center, and fitness room

Leadership & Management:

- Overhauled management team with industry-leading staff and efficient labor scheduling
- Lowered operating expenses with ENERGY STAR appliances, staff training, and energy-saving practices



CONTACT INFORMATION



Michael Beard, CPA

michael@betcohousinglab.com

512-993-7665

Housing Lab at Betco

www.betcohousinglab.com

Ronnie Gyani, Principal

Ronnie@gyanicap.com

917-698-8742

Gyani Capital

www.gyanicap.com

805 E 18TH

Code Enforcement Officer: Jacob Leos

Exhibit A-1

STATE OF TEXAS

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COUNTY OF HOWARD

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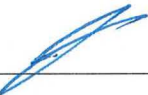
**AFFIDAVIT OF JACOB LEOS
CONCERNING 805 E 18TH**

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

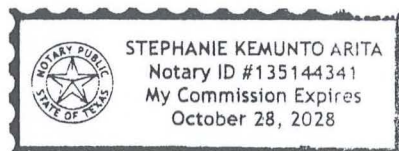
“My name is **Jacob Leos**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“I am a Code Enforcement Officer for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **805 E 18TH**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records.”

SIGNED on the 7th day of January, 2025.

AFFIANT 

SWORN TO AND SUBSCRIBED before me this 7th day of January, 2025 by the above referenced Affiant.



Stephanie Kemunto Arita
Notary Public, State of Texas

Exhibit A-2

Property Details

Account		
Property ID:	282989	Geographic ID: B4230001000
Type:	R	Zoning:
Property Use:		Condo:
Location		
Situs Address:	805 E 18TH	
Map ID:		Mapsco:
Legal Description:	TR 41X179 BK 2 MANNING 41X179 1026 BLK/TRACT 2 0.168 ACRES ACQ 03092020	
Abstract/Subdivision:		
Neighborhood:	(GOLD2) GOLIAD 2	
Owner ?		
Owner ID:	439209	
Name:	VARGAS JESSE DARIO	
Agent:		
Mailing Address:	718 E 21ST ST SAN ANGELO, TX 76903	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$12,957 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$6,038 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$18,995 (=)

Agricultural Value Loss: ?	\$0 (-)
Appraised Value:	\$18,995 (=)
HS Cap Loss: ?	\$0 (-)
Circuit Breaker: ?	\$0 (-)
Assessed Value:	\$18,995
Ag Use Value:	\$0

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

Property Taxing Jurisdiction

Owner: VARGAS JESSE DARIO

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.221030	\$18,995	\$18,995	\$41.98	
02B	CITY OF BIG SPRING	0.671465	\$18,995	\$18,995	\$127.54	
03B	BIG SPRING ISD	0.728300	\$18,995	\$18,995	\$138.34	
052	HOWARD COLLEGE	0.158693	\$18,995	\$18,995	\$30.14	

Total Tax Rate: 1.779488

Estimated Taxes With Exemptions: \$338.00

Estimated Taxes Without Exemptions: \$338.00

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
805 E 18TH CASE NOTES

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

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

Making this record was a regular practice of that activity.

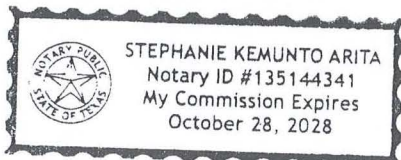
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout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

SIGNED on the 7th day of January, 2025.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 7th day of January, 2025

by the above referenced Affiant.



Stephanie Kemunto Arita
Notary Public, State of Texas

Exhibit A-3



CASE NOTES

Page 1 of 1

Report Run On: Thursday, 10 October
2024 09:12

Case # 24-00001720

Parcel #: 282989

Site Address: 805 E 18TH

Case Description: SUB - MO

Note Type	Note Code	Text	Created By	Begin Date	End Date
PHOTOS		INSPECTION PHOTOS BY CODE OFFICER LEOS	Jacob Leos	10/10/24	
GENERAL		NOTE: PROPERTY HAS BEEN ABATED FOR ACCUMULATION RECENTLY.	Jacob Leos	10/10/24	
GENERAL		MAILED OUT NOTICE OF VIOLATION.	Jacob Leos	10/10/24	
GENERAL		10/04/24 INSPECTION - SUB STANDARD VIOLATION INCLUDING NUMEROUS OPENINGS AROUND HOUSE STRUCTURE, DETIORATING PLYWOOD SHEETS COVERING BURNT OPENINGS IN BACK OF HOUSE. (PLYWOOD HAS NO SIGHTING FOR WEATHER PROTECTION) METAL SHEETS LOOSE AND BARELY COVERING MISSING WALLS IN BACK OF HOUSE. THERE HAS BEEN A HOUSE FIRE AT THIS PROPERTY PREVIOUSLY. SIGNS OF BURNT MATERIAL VISIBLE.	Jacob Leos	10/04/24	

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY JACOB LEOS**

“With regard to the photographs in **Exhibits A-4** I am familiar with and recognize the scene depicted in the photographs. On October 4, 2024, and January 6, 2025, I inspected the property described as:

THE EAST 41 FEET OF THE WEST 47 FEET OF BLOCK NO. 2, MANNING
ADDITION Big Spring, Howard County, Texas, also known as **805 E 18TH**, Big
Spring, Texas.

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

SIGNED on the 7th day of January, 2025.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 7th day of January, 2025
by the above referenced Affiant.

Stephanie Kemunto Arita
Notary Public, State of Texas

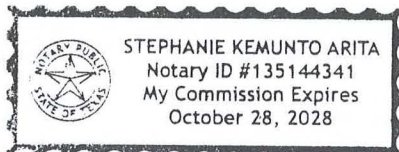
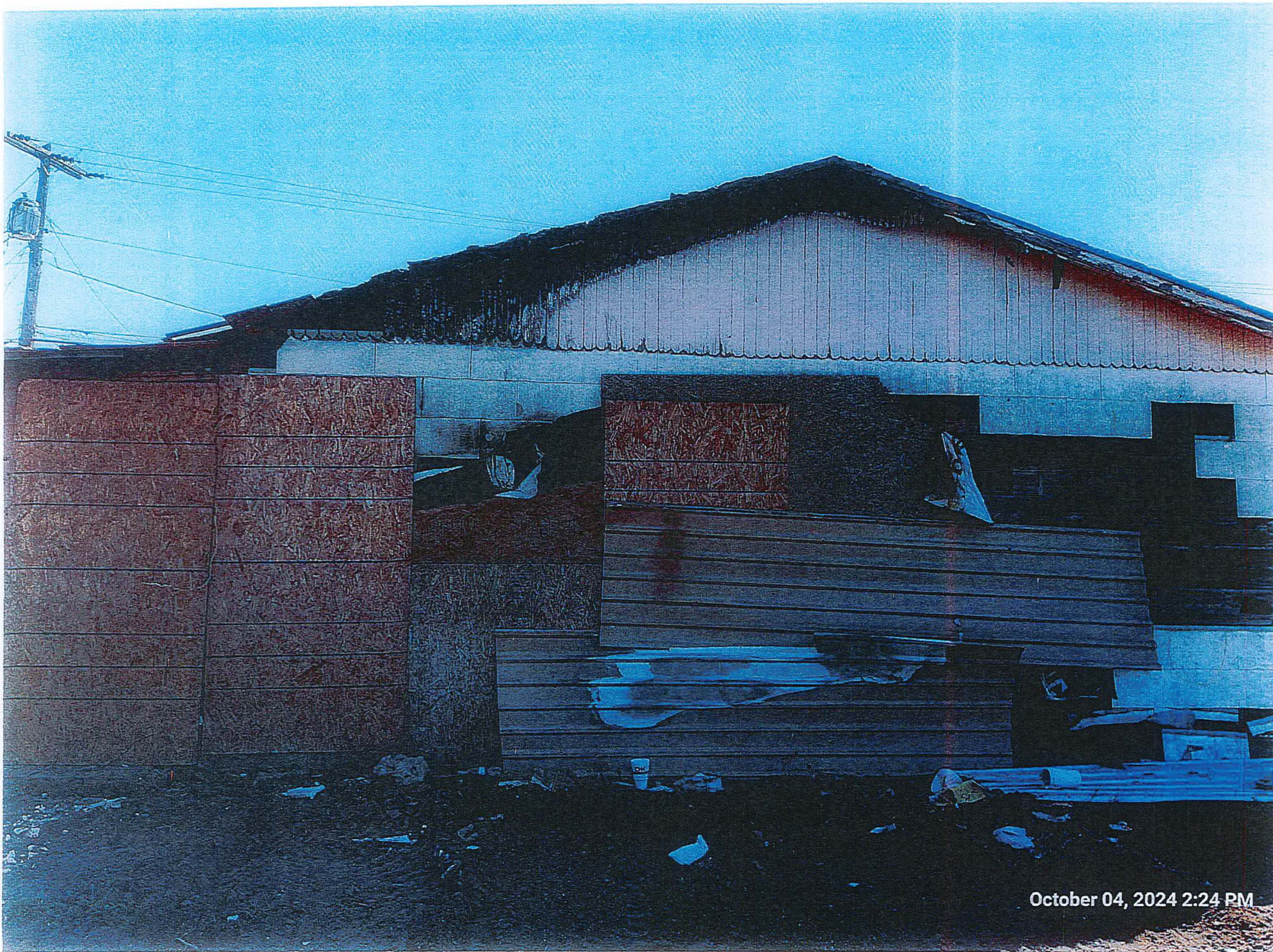


Exhibit A-4





October 04, 2024 2:24 PM



October 04, 2024 2:30 PM





October 04, 2024 2:31 PM





January 06, 2025 4:12 PM



January 06, 2025 4:12 PM



January 06, 2025 4:12 PM



January 06, 2025 4:12 PM



January 06, 2025 4:12 PM



January 06, 2025 4:12 PM

Exhibit A-5



INCIDENT

Incident Number 231105-093838-BSFD Incident Date 11/04/2023 NFIRS Number 0002761 Incident Type (111) - Building fire

FDID KW601 Station Station 2 Shift A-Shift District

Initial Dispatch Code

Alarms Working Fire? Yes COVID-19 was a factor No, COVID-19 was not a factor Critical Incident Critical Incident Team

Temporary Resident Involvement

Hazardous Materials Released

Action Taken 1

(11) - Extinguishment by fire service personnel

AID

Aid Given/Received

(N) - None

LOCATION

Location Type

(1) - Street address

Address

803 E. 18th, Big Spring, Texas, 79720

Cross Street, USNG, or Directions

Latitude

Longitude

Census Tract

Detector Alerted Occupant

Property Use

(419) - 1 or 2 family dwelling

Mixed Use

TIMES

PSAP Received

Dispatch Notified Time

Alarm Time

07:48:00, 11/04/2023

Arrival Time

07:48:00, 11/04/2023

Water on Fire Time

At Patient Time

Loss Stop Time

Controlled Time

08:35:00, 11/04/2023

Last Unit Cleared Time

09:10:00, 11/04/2023

TIMES

Total On Scene Time
1 hrs 22 mins 0 sec

Total Incident Time
1 hrs 22 mins 0 sec

COUNTS

Counts Include Aid Received?

No

Suppression:

Apparatus 6
Personnel 7

EMS:

Apparatus 2
Personnel 2

Other:

Apparatus 1
Personnel 1

LOSS

Property:

Estimated Property Losses
\$1000

Estimated Property Value
\$18000

Content:

Estimated Content Losses
\$1000

Estimated Content Value
\$5000

PERSON/OWNER

Owner:

Name

[REDACTED]

Business Name

[REDACTED]

Phone

[REDACTED]

Insurance Company

[REDACTED]

Total Insurance Amount

[REDACTED]

Address

[REDACTED]

AUTHORIZATION

Report Writer:

Name

ADAMS, MICHAEL

Employee Number

1275

Assignment

Authorization Date

Officer in Charge:

Name

ADAMS, MICHAEL

Employee Number

1275

Assignment

Authorization Date

Quality Control:

Name

Authorization Date

INCIDENT NARRATIVE

E-2, E-5, E-3, B-1, M-1 dispatched to possible structure fire. E-2 was first on scene and found the rear of house on fire. E-2 pulled a 150 ft. hose line and extinguished the fire. Upon extinguishment e-2 started to move a wood pile and construction debris when M-1 E-3 personnel arrived and assisted with moving debris that had caught fire. A piece of osb was removed from rear of home to look at fire spread none found. E-3 crew started to pull some ceiling in rear of home and found no fire extension to attic however cooled the area with water to prevent flare up. A vent fan was placed in rear door to clear smoke and cool structure. All personnel returned to service after fire was extinguished cause was not determined.

Created By: ADAMS, MICHAEL



Unit Reports

MEDIC 1

Use (2) - EMS	Responding From	Priority
Response Delays		
Dispatch Time 07:48:00, 11/04/2023	Enroute Time 07:48:00, 11/04/2023	Arrival Time 07:48:00, 11/04/2023
At Patient Time	Clear Time 09:10:00, 11/04/2023	In District Time
Actions Taken:		
Personnel DAWSON LOURENCO, JAMES WARE		

ENGINE 2

Use (1) - Suppression	Responding From	Priority
Response Delays		
Dispatch Time 07:48:00, 11/04/2023	Enroute Time 07:48:00, 11/04/2023	Arrival Time 07:48:00, 11/04/2023
At Patient Time	Clear Time 09:10:00, 11/04/2023	In District Time
Actions Taken:		
Personnel MICHAEL ADAMS, James Phelps		

ENGINE 3

Use (1) - Suppression	Responding From	Priority
Response Delays		
Dispatch Time 07:48:00, 11/04/2023	Enroute Time 07:48:00, 11/04/2023	Arrival Time 07:48:00, 11/04/2023
At Patient Time	Clear Time 09:10:00, 11/04/2023	In District Time
Actions Taken:		
Personnel Benjamin Davila, stephen ROSAS		

ENGINE 5

Use (1) - Suppression	Responding From	Priority
Response Delays		
Dispatch Time 07:48:00, 11/04/2023	Enroute Time 07:48:00, 11/04/2023	Arrival Time 07:48:00, 11/04/2023
At Patient Time	Clear Time 09:10:00, 11/04/2023	In District Time
Actions Taken:		
Personnel Javier Reyna, JARED HALE		



Fire Module

i SITE INFO

Alarms	Acres Burned	Resident Units In Bldg 1	Buildings Involved 1
Hydrant Identifier	Estimated Water Usage		

🔥 IGNITION

Area of Origin (96) - Construction/renovation area	
Heat Source (UU) - Undetermined	
Item First Ignited (13) - Exterior trim, including doors	Fire Confined to Item?
Type of Material First Ignited (64) - Plywood	
Cause of Ignition (U) - Cause undetermined after investigation	
Factors Contributing to Ignition 1 (UU) - Undetermined	
Human Factors Contributing to Ignition (N) - None	
Est. Age of Person Involved	Gender of Person Involved

🏠 STRUCTURE

Structure Type (1) - Enclosed building
--

STRUCTURE

Stories Above Grade 1	Stories Below Grade 0	Building Status (U) - Undetermined		
Length 30 ft	Width 20 ft	Total Square Feet 600 sq ft	Story of Fire Origin 1	
Fire Spread (4) - Confined to building of origin				
Item Contributing Most to Flame Spread		Type of Material		
Number of Stories with Damage				
Minor Damage	Significant Damage	Heavy Damage	Extreme Damage	Total Stories

PROTECTIVE SYSTEMS

Presence of Detector (N) - None present	Detector Type			
Power Supply	Detector Operations			
Effectiveness (/ Failure Reason)				
Presence of Auto Extinguishing System (N) - None Present	System Type			
System Operation	# of Sprinklers	Reason for System Failure		

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY JACOB LEOS**

“The document in **Exhibit A-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

Certified Mail Return for **Exhibit A-6** is also attached.

SIGNED on the 7th day of January, 2025.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 7th day of January, 2025
by the above referenced Affiant.



Notary Public, State of Texas

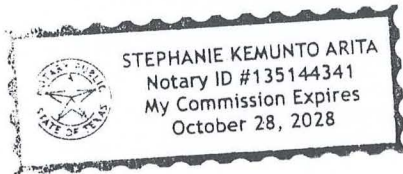


Exhibit A-6



City of Big Spring, TX

217 East 3rd St.
Big Spring, TX 79720
Phone: 432-264-2504
Fax: 432-264-7024
[https://www.mybigspring.com/
permits@mybigspring.com](https://www.mybigspring.com/permits@mybigspring.com)

October 10, 2024

718 E 21ST ST
SAN ANGELO, TX 76903

RE: Code Compliance Case No. 24-00001720

VARGAS JESSE DARIO,

Location : 805 E 18TH , BIG SPRING TX

Complaint Description:

SUB

Property Maintenance Code Sec. 304.1.1 Premises and exterior property of structure is not maintained and is determined to be as unsafe, does not meet minimum building standards and needs to be brought up to building code.

DEADLINE FOR COMPLIANCE IS 7 DAYS FROM DATE OF THIS NOTICE.

HOUSE STRUCTURE ON PROPERTY NEEDS TO BE BROUGHT UP TO CODE OR DEMOLISHED AND REMOVED FROM PROPERTY.



City of Big Spring, TX

217 East 3rd St.

Big Spring, TX 79720

Phone: 432-264-2504

Fax: 432-264-7024

<https://www.mybigspring.com/permits@mybigspring.com>

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

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



Regards,
Jacob Leos
Code Enforcement
432.264.2502



Code Compliance

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

**NOTICE OF VIOLATION
AND NOTICE OF HEARING**

Sent via: Certified Mail; Return Receipt Requested

January 2, 2025

Jesse Dario Vargas
718 E. 21st St.
San Angelo, Texas 76903

Jesse Dario Vargas
805 E. 18th St.
Big Spring, Texas 79720

Re: 805 E 18TH, BIG SPRING, TEXAS 79720

**LEGAL DESCRIPTION: THE EAST 41 FEET OF THE WEST 47 FEET OF
BLOCK NO. 2, MANNING ADDITION, Howard County, Texas**

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

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 3. Any building, structure, or portion thereof that is dangerous. 6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who	Sub-standard violations, including numerous openings around house structure and deteriorating plywood sheets covering burnt openings in the back of the house. Additionally, the plywood has no sighting for weather protection. The structure has loose metal sheets barely covering missing walls in the back of the house. The building had fire damage that has not been repaired. Signs of

might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. 8. Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety. 9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease. 10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health. 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	burnt material visible. The structure is neglected, damaged, dilapidated, unsecured, and abandoned so as to constitute an attractive nuisance. The structure is dilapidated so as to be unfit for human habitation. Hazardous condition.
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity. 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity. 8. Roofing or roofing components that have defects	The structural members appear to have deteriorated. The roof has holes. The roof appears to admit rain and has signs of deterioration. Unsafe condition.

that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.	
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight.

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

Corrective Action Sought by Code Compliance

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

REPAIR OR DEMOLISH AND REMOVE
MAIN STRUCTURE.

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

Issued by

Jacob Leos	Code Enforcement Officer
<i>Name</i>	<i>Title</i>
+1 (432) 264-2502	jleos@mybigspring.com
<i>Phone</i>	<i>E-mail</i>

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to

Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

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

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, January 14, 2025** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

SECTION A-1.10. Rights of Parties

- (a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.
- (b) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.
- (c) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.
- (d) Rights of Parties. Each party shall have the following rights, among others:
 - 1. To call and examine witnesses on any matter relevant to the issues of the hearing;
 - 2. To introduce documentary and physical evidence;

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

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

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

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

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

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

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "M. Garcia". The signature is written in a cursive style with a large, stylized "M" and "G".

Code Enforcement Officer Malissa Garcia signing on behalf of:
Jacob Leos, Code Enforcement Officer
City of Big Spring, Texas

9589 0710 5270 0422 7432 23

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
 \$ _____

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$ _____
☐ Return Receipt (electronic)	\$ _____
☐ Certified Mail Restricted Delivery	\$ _____
☐ Adult Signature Required	\$ _____
☐ Adult Signature Restricted Delivery	\$ _____

Postage
 \$ _____

Total Postage and Fees
 \$ _____

Sent To Jesse Dario Vargas
 Street and Apt. No., or PO Box No. 718 E. 21st St.
 City, State, ZIP+4® San Angelo, TX 76903

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

01/02/2025
 Postmark Here
 FINAL NOTICE
 805 E. 18TH

9589 0710 5270 0422 7432 16

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
 \$ _____

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$ _____
☐ Return Receipt (electronic)	\$ _____
☐ Certified Mail Restricted Delivery	\$ _____
☐ Adult Signature Required	\$ _____
☐ Adult Signature Restricted Delivery	\$ _____

Postage
 \$ _____

Total Postage and Fees
 \$ _____

Sent To Jesse Dario Vargas
 Street and Apt. No., or PO Box No. 805 E. 18th St.
 City, State, ZIP+4® Big Spring, TX 79720

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

Jan. 2nd 2025
 Postmark Here
 FINAL NOTICE
 805 E. 18TH

USPS Tracking®

FAQs >

Tracking Number:

Remove X

9589071052700422743223

Copy

Schedule a Redelivery (<https://tools.usps.com/redelivery.htm>)

Latest Update

We attempted to deliver your item at 10:51 am on January 4, 2025 in SAN ANGELO, TX 76903 and a notice was left because an authorized recipient was not available. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice beginning January 6, 2025. If this item is unclaimed by January 19, 2025 then it will be returned to sender.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivery Attempt: Action Needed

Notice Left (No Authorized Recipient Available)

SAN ANGELO, TX 76903

January 4, 2025, 10:51 am

Departed USPS Regional Facility

ABILENE TX DISTRIBUTION CENTER

January 3, 2025, 8:48 pm

See All Tracking History

Feedback

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



Schedule Redelivery



USPS Tracking Plus®



Product Information



See Less ^

Remove X

Tracking Number:

9589071052700422743216

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was returned to the sender on January 3, 2025 at 2:21 pm in BIG SPRING, TX 79720 because the address was vacant or the business was no longer operating at the location and no further information was available.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Alert

Vacant

BIG SPRING, TX 79720
January 3, 2025, 2:21 pm

Arrived at Post Office

BIG SPRING, TX 79720
January 3, 2025, 7:30 am

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

See More v

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for January 14, 2025, attached as **Exhibit A-7**, was posted on or near the front door of each dwelling unit listed in the attached notice on January 3, 2025.”

SIGNED on the 7th day of January, 2025.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 7th day of January, 2025
by the above referenced Affiant.



Notary Public, State of Texas

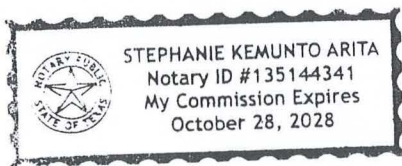


Exhibit A-7



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **JANUARY 14TH, 2025, AT 5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4th ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

805 E 18TH – LEGAL DESCRIPTION: THE EAST 41 FEET OF THE WEST 47 FEET OF BLOCK NO. 2, MANNING ADDITION – OWNER: JESSE DARIO VARGAS

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

Nick Reyna

Nick Reyna, Building Official, City of Big Spring



January 03, 2025 10:08 AM

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

The City Council of the City of Big Spring, Texas, met in a REGULAR AGENDA in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, December 10, 2024, with the following members present in person:

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

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

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

Open Session

Call to Order

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

Invocation

Glenn Farris, Crossroads Baptist Association, gave the invocation.

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

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

Public Comment

Public Comment

One citizen thanked the staff for cleaning the drainage issue in the Indian Hills Subdivision.

Announcements, Presentations and Public Hearings

City Manager's Report

City Manager's report on the following items:

- Update - Large Item Pickup, District 5
- Large Item Pickup, District 6 - December 18, 2024
- E-Waste - March 2025
- Festival of Lights - December 1st - 31st
- Summit Meeting - January 15, 2025 @ 1:30
- Howard County Day at the Capital - February 5 & 6, 2025
- City Holidays - **Christmas** - December 24 & 25; **New Year's Day** - January 1, 2025
- Holiday Trash Schedule

Todd Darden, City Manager, reported on the above captioned items as follows: Large item pickup for District 5 picked up 7 tons of items; Large item pickup for District 6 will be on December 18, 2024; E-waste will be at the Big Sandy Landfill on March 1, 2025; Festival of Lights is going on until December 31st; The annual Summit meeting is scheduled for January 15, 2025; Howard County Day at the Capital will be on February 5 & 6, 2025; City holidays for Christmas will be on December 24th & 25th and for New Year's Day will be on January 1, 2025; Normal trash pickup will be the same during the upcoming holidays.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of November 12, 2024, the Second Regular Meeting of November 12, 2024 and the Special Meeting of November 26, 2024.

Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Director's Minutes of the Regular Meeting of October 28, 2024.

Acknowledge Receipt of the Planning and Zoning Commission Minutes of the Regular Meeting of September 3, 2024.

MOTION WAS MADE BY Mayor Moore to approve and acknowledge the above captioned minutes, seconded by Council Member Wilkerson.

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

MOTION PASSED

Vouchers

Vouchers for 11/15/24 \$ 533,131.95
Vouchers for 11/22/24 \$ 541,383.77

Mayor Pro Tem Tompkins reviewed the above captioned vouchers.

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

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

MOTION PASSED

Vouchers for 12/06/24 \$ 1,240,076.66

Council Member Moreno reviewed the above captioned vouchers.

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

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

MOTION PASSED

Bids

Consideration and Possible Action on Awarding a Bid for a 14-Yard Dump Truck for the Landfill 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 Rush Truck Center in the amount of \$185,522.05, seconded by Council Member Hughes.

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

MOTION PASSED

Consideration and Possible Action on Awarding a Bid for a 72" Flail Mower for the

Street Department and Authorizing the City Manager or His Designee to Execute any Necessary Documents.

After a brief discussion, the above captioned item will be moved to the next City Council agenda for further review.

Consideration and Possible Action on Awarding a Bid for 3 Replacement HVAC Systems for Hangar 25 Museum and Authorizing the City Manager or His Designee to Execute any Necessary Documents.

MOTION WAS MADE BY Council Member Ornelas to award the above captioned bid to SKC A/C LLC in the amount of \$41,285.00, seconded by Council Member Wilkerson.

**YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem
Tompkins, Council Member Moreno**

NAYS: None 0

MOTION PASSED

Consideration and Possible Action on Selecting an Architecture Firm to Assist the City of Big Spring in the Redesign of the Community Center at Commanche Trail Park and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Mayor Pro Tem Tompkins to approve and select Chapman Harvey as the Architecture Firm and authorize the City Manager to negotiate a contract and begin the preliminary design of a new Community Center, seconded by Council Member Yanez.

**YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem
Tompkins, Council Member Moreno**

NAYS: None 0

MOTION PASSED

Consideration and Possible Action on Selecting a Financial Services Advisor for the Texas Water Development Board Application Process and Authorizing the City Manager or His Designee to Execute any Necessary Documents.

MOTION WAS MADE BY Mayor Pro Tem Tompkins to approve and select SamCo Capital as the Financial Services Advisor for the above captioned application process, seconded by Council Member Hughes.

**YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem
Tompkins, Council Member Moreno**

NAYS: None 0

MOTION PASSED

Consideration and Possible Action on Selecting a Bond Counsel for the Texas Water Development Board Application Process and Authorizing the City Manager or His

Designee to Execute any Necessary Documents

MOTION WAS MADE BY Mayor Pro Tem Tompkins to approve and select Bracewell for the above captioned Bond Counsel, seconded by Council Member Yanez.

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

MOTION PASSED

Consideration and Possible Action on Selecting an Engineering Firm for the Texas Water Development Board and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Mayor Pro Tem Tompkins to approve and select Jacob Martin as the Engineering Firm for the above captioned project, seconded by Council Member Hughes.

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

MOTION PASSED

New Business

First Reading of a Resolution Joining with the State of Texas and Political Subdivisions of the State as a Party in the Texas Opioid Settlement Agreement Secured by the Office of the Attorney General Between the State of Texas and Kroger; Authorizing the City Manager to Execute the Texas Settlement Subdivision Participation and Release Form; Providing for the Repeal of Conflicting Legislation; Providing for Severability; and Finding and Determining That the Meetings at Which the Resolution Were Discussed Were Open to the Public as Required by Law; and Establishing an Effective Date.

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

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

MOTION PASSED

First Reading of an Ordinance Amending Ordinance Number 028-2024 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2024 and Ending September 30 2025 by Increasing the General Fund Budget for the Purpose of Purchasing Two Bunker Gear Extractors; Providing for Severability; and Providing an Effective Date.

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

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

7

NAYS: None

0

MOTION PASSED

First Reading of an Ordinance Amending Ordinance Number 028-2024 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2024 and Ending September 30 2025 by Increasing the General Fund Budget for the Purpose of Completing the Parking Lot at the All Ages All Abilities Playground; Providing for Severability; and Providing an Effective Date.

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

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

7

NAYS: None

0

MOTION PASSED

First Reading of an Ordinance Amending Ordinance Number 028-2024 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2024 and Ending September 30 2025 by Increasing the Service Center Fund Budget for the Purpose of Purchasing a Ford F-250 Pickup to be Used as a Service Truck; Providing for Severability; and Providing an Effective Date.

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

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

5

NAYS: Council Member Hughes, Council Member Moreno

2

MOTION PASSED

Consideration and Possible Action to Amend the Big Spring Economic Development Corporations 2024-2025 Annual Budget to Address Additional Staffing Needs.
The Big Spring Economic Development Corporation requested three budget amendments to be considered in the above captioned 2024-2025 Annual Budget and the Mayor requested each item to be considered and voted on separately as follows:

1) Consideration of a final payment due to the Executive Director upon retirement of an estimated \$20,000.00 of unused vacation time.

MOTION WAS MADE BY Mayor Pro Tem Tompkins to approve the above

captioned payment, no second motion was made. Motion dies for lack of second.

YEAS: None

0

NAYS: None

0

MOTION DIES

2) Consideration of \$10,000.00 to cover various time buybacks that the EDC is now participating in that were not addressed in the existing budget.

MOTION WAS MADE BY Council Member Hughes to approve the above captioned budget amendment of \$10,000.00, seconded by Mayor Pro Tem Troy Tompkins.

YEAS: Mayor Moore, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins 4

NAYS: Council Member Ornales, Council Member Yanez, Council Member Moreno 3

MOTION PASSED

3) Consideration of hiring and training an employee for an Executive Assistant position in the amount of \$70,000.00 upon the anticipated retirement of the Executive Director in September 2025 and the possibility of the current Executive Assistant taking the place of the Executive Director.

MOTION WAS MADE BY Mayor Pro Tem Tompkins to approve the above captioned position, seconded by Council Member Hughes.

YEAS: Council Member Hughes, Mayor Pro Tem Tompkins 2

NAYS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Wilkerson, Council Member Moreno 5

MOTION FAILED

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

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno 7

NAYS: None 0

MOTION PASSED

Consideration and Possible Action Regarding a Contract Extension Amendment #9 with Vector Fleet Management and Authorizing the City Manager or His Designee to

Execute any Necessary Documents.

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

**YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem
Tompkins, Council Member Moreno**

NAYS: None 0

MOTION PASSED

Consideration and Possible Action on Extending the Administrative Services Agreement with Texas Health Benefits Pool (TXHB) for Employee Health Insurance and Authorizing the City Manager or His Designee to Execute any Necessary Documents

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

**YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem
Tompkins, Council Member Moreno**

NAYS: None 0

MOTION PASSED

Consideration and Possible Action Approving an Agreement with AirMedCare Network for Membership Renewals and Authorizing the City Manager or His Designee to Execute any Necessary Documents.

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

**YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem
Tompkins, Council Member Moreno**

NAYS: None 0

MOTION PASSED

Consideration and Possible Action to Approve One (1) Supplemental Point of Delivery Agreement between the City of Big Spring and Colorado River Municipal Water District, Relating to the Provision of an Additional Delivery Point for the Supply of Raw Water to the Roy Anderson Sports Complex, and One (1) Supplemental Point of Delivery Agreement between the City of Big Spring and Colorado River Municipal Water District, Relating to the Provision of Additional Delivery Points for the Supply of Raw Water and/or Treated Wastewater to Delek US and Authorizing the City Manager or His Designee to Execute any Necessary Documents.

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, 7

**Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem
Tompkins, Council Member Moreno
NAYS: None**

**0
MOTION PASSED**

Consideration and Possible Action to Accept a Gift from Borrow Source, LLC of a 30.0 Acre Tract, a 5.0 Acre Tract and a Road Easement all Located within a 117.28 Acre Tract in the Northeast Quarter of Section 15, Block 33, T-1-S, T & P RR Survey Howard County, and Authorizing the City Manager or His Designee to Execute any Necessary Documents.

MOTION WAS MADE BY Council Member Ornelas to accept the above captioned gift from Borrow Source, LLC, seconded by Council Member Hughes.

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

**0
MOTION PASSED**

Consideration and Possible Action to Accept a Donation of Property from Howard County of the South Half of Lot 15, Block 12, Original Town of Big Spring, Located at the Heart of the City Park and Authorizing the City Manager and the Mayor to Execute any Necessary Documents

MOTION WAS MADE BY Mayor Pro Tem Tompkins to accept the above captioned donation from Howard County, seconded by Council Member Ornelas.

**YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, 6
Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member
Moreno
NAYS: Council Member Ornelas**

**1
MOTION PASSED**

Consideration and Possible Action Considering the Purchase of the North 25 Feet of Lot 15 and All of Los 16, Block 12, Original Town of Big Spring, at the Heart of the City Park from Big Spring Main Street, Inc. and Authorizing the City Manager or His Designee to Execute any Necessary Documents.

MOTION WAS MADE BY Mayor Pro Tem Tompkins to approve the above captioned purchase of property located within the Heart of the City Park, seconded by Council Member Yanez.

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

**0
MOTION PASSED**

Discussion Regarding Alcohol Sales at Comanche Trail Golf Course.

After a brief discussion the Council agreed for the staff to start the process of selling alcohol at the Comanche Trail Golf Course.

Adjourn

Mayor Moore adjourned the City Council meeting at 7:20 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

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

The City Council of the City of Big Spring, Texas, met in a REGULAR SECOND AGENDA in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 6:00 PM, December 10, 2024, with the following members present in person:

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

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

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

Open Session

Call to Order

Mayor Moore called the second City Council meeting to order at 7:26 p.m.

Consent Items

Final Reading of a Resolution Joining with the State of Texas and Political Subdivisions of the State as a Party in the Texas Opioid Settlement Agreement Secured by the Office of the Attorney General Between the State of Texas and Kroger; Authorizing the City Manager to Execute the Texas Settlement Subdivision Participation and Release Form; Providing for the Repeal of Conflicting Legislation; Providing for Severability; and Finding and Determining That the Meetings at Which the Resolution Were Discussed Were Open to the Public as Required by Law; and Establishing an Effective Date.

Final Reading of an Ordinance Amending Ordinance Number 028-2024 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2024 and Ending September 30 2025 by Increasing the General Fund

Budget for the Purpose of Purchasing Two Bunker Gear Extractors; Providing for Severability; and Providing an Effective Date.

Final Reading of an Ordinance Amending Ordinance Number 028-2024 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2024 and Ending September 30 2025 by Increasing the General Fund Budget for the Purpose of Completing the Parking Lot at the All Ages All Abilities Playground; Providing for Severability; and Providing an Effective Date.

Final Reading of an Ordinance Amending Ordinance Number 028-2024 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2024 and Ending September 30 2025 by Increasing the Service Center Fund Budget for the Purpose of Purchasing a Ford F-250 Pickup to be Used as a Service Truck; Providing for Severability; and Providing an Effective Date.

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

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

7

NAYS: None

0

MOTION PASSED

Council Input

Input

All Council Members wished everyone a Merry Christmas.

Adjourn

Mayor Moore adjourned the second City Council meeting at 7:30 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, November 19, 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, November 19, 2024, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on November 15, 2024, to Board of Directors, the news media, and duly posted on November 15, 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, November 19, 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 October 28, 2024, Regular Meeting, Consideration/Action to Approve August and October 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. Joel De La Garza- Vice President
Mr. Kevin Armstrong- Secretary/Treasurer
Mr. Raul Benavides
Mr. Cody Williams
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.

AGENDA ITEM #2- Public Comment:

None

AGENDA ITEM #3- Action on Minutes of the October 28, 2024, Regular Meeting:

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

AGENDA ITEM #4- Consideration/Action to Approve October Investment Report and Financials

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

ACTION ITEM #5- Directors Report:

Projects: The City Council approved the latest edits to the eight legal documents associated with the Cross Ell project and set an accept or deny date for Cross Ell of November 29th. The Executive Director participated in a lengthy discussion at the Council meeting and subsequently talked with the two principle Cross Ell representatives and there are still issues we are attempting to resolve. The EDC staff attended the High Ground Annual Meeting. The EDC Associate Director is leading the efforts to organize the coming Howard County summit. The EDC Associate Director is playing a major role in coordinating team for the Howard County Day at the Legislature in Austin. The Executive Director has introduced another battery

storage project to the Commissioner's Court that is proposing a \$250 million investment in the County. Representatives of the prospect attended the workshop. As expected, the end of the election season has resulted in several new prospects coming forward and staff are working with them almost daily. The EDC staff attended the employer focused Business and Industry conference on the Howard College campus. Meetings: The EDC Director attended the monthly County Group meeting, 2 City staff meetings, and 2 City Council meetings. The EDC staff continue to work with the School to Industry program planning initiative. The next Board meeting is tentatively scheduled for December 17th.

AGENDA ITEM #6- Adjourn into Executive Session in Accordance with Texas Government Code, Section 551.087 to Discuss or Deliberate Prospect Activity and Texas Government Code, Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

AGENDA ITEM #7- Action as a Result of Executive Session:

A motion to authorize the President or designee to sign the amended (by City Council) the Development, Access, Option and Purchase Agreements between the BSEDC and Cross-El Ranch Corp. Contingent upon the approval of the Big Spring City Council and give authority to the Executive Director to approve any minor changes that the City Council may make before November 29, 2024 @ 5:00pm was made by Mr. Strande, seconded by Mr. Armstrong. The motion passed 6 to 0 with all members present voting "aye" in favor of the motion.

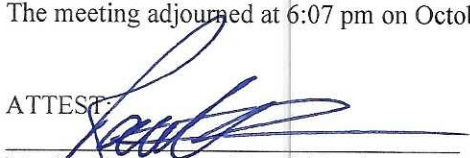
A motion to amend the 2024-2025 Annual Budget in the amount of up to \$100,000 for additional personnel service and office equipment need for the additional personnel was made by Mr. Benavides, seconded by Mr. Williams. The motion passed 6 to 0 with all members present voting "aye" in favor of the motion.

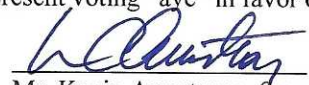
AGENDA ITEM #8-Board Comments: None

AGENDA ITEM #9- Adjourn:

Ms. Scott called for a motion to adjourn. The motion to adjourn was made by Mr. De La Garza, 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 6:07 pm on October 28, 2024.

ATTEST:


Mr. Raul Benavides, Board Member


Mr. Kevin Armstrong, Secretary/Treasurer



MEMORANDUM

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council
CC: Todd Darden, City Manager
From: Albert Belez, Purchasing Agent
Date: Monday December 2, 2024
Subject: Approve Purchase of 1-Frontier 72" Flail Mower/ Model FL12S

Action Requested: Approve purchase of 1- Frontier 72" Flail Mower/ Model FL12S

Background Information: This unit is intended to serve as a replacement for a 2007 Flail Mower. The existing mower is now 17 years old and has undergone seal replacements in the gearbox. Additionally, the blade rotor bearings, bearing housing, and seal housing have all experienced significant wear. Recently, it has come to our attention that the lift pins are also showing signs of wear. The mower is primarily utilized for cutting grass on slopes, ditches, and drainage areas with elevated banks.

Financial Considerations:

Expenditure amount requested:	\$ 9,397.20
What fund/department account will this amount be drawn from?	General Fund/ 320 Streets
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	Yes
Does this commit the City to spending funds beyond the current fiscal year? Explain.	No

Vendor Bids/Quotations: We received (4) four formal quotes. Trimax of Fayetteville, GA, submitted a quote in the amount of \$19,365.55 (FORCE 205SS). TCT of Lubbock submitted a quote in the amount of \$12,900 (KUBOTA OFM2672). Kaige Kubota of Odessa submitted a quote in the amount of \$16,760 (KUBOTA OFM2672). South Plains Implement of Tornillo, TX submitted a quote in the amount of \$9,397.20 (FRONTIER FL1272S). The South Plains quote is a BuyBoard cooperative quote. Detailed specifications are attached.

Staff Opinion as to Feasibility and Timeline: It is important to note, with proper maintenance, the lifespan of this unit is expected to be 15 to 20 years. If approved, the unit could be delivered within a month.

Staff recommendation: It is our recommendation to proceed with the purchase of the 72” Flail mower from South Plains Implement.

Detailed Specifications Model - Frontier FL1272S:

John Deere FL12S Series Flail Mowers	
DIMENSIONS	
Capacity, Cutting (in.)	1.57 in.
Height, Cutting (in.)	1.18 /1.96 /3.14 in.
Height, Overall (in.)	45 in.
Length, Overall (in.)	91.4 in.
Width, Cutting (in.)	72 in.
Width, Overall (in.)	94.92 in.
Weight (lbs.)	1484 lb
COMPATIBILITY	
Tractor HP Required (min. - max.)	40 - 105 hp
Tractor Weight MINIMUM (lbs.)	5300 lb
COG (in)	54.7 in.
HITCH	
Hitch Type	3-point
iMatch Compatible	No
Hitch Category	2
Hitch Position	Offset
Offset Range	Left of Center (13.5) in. Fully Extended (115) in.
Hydraulic Offset	Standard
BLADES	
Blade Type	Hammers (std); Y-Blade (service)
Number of Hammers	22
Type of Blades/ Hammers	8 / 10
Blade Tip Speed (ft/min)	10039
ROTOR	
Rotor Diameter (in.)	5.5 in.
Rotor Speed (rpm)	2354 rpm
Rotor Thickness (mm.)	10 mm
Rotor Work Diameter (in.)	16.29 in.
Rotor Bearing Type	SPHERICAL ROLLER 21309
DRIVES	
Gear Box Speed (rpm)	540 rpm
Drive Belts	3 - SPB Lp=1320
Gauge Roller Diameter (in.)	6.62 in.
OTHER	
Hydraulic Quick Coupler Size (in.)	1/2 in.
Frame Thickness (mm.)	4 mm
Side Frame Thickness (mm.)	8 mm
Roller Bearing Diameter (in)	3.15 in.
Rear Roller Bearing Type	D40 D80 B23 62208 2RS2
Belt adjustment	Screw adjustment
Primary Pulley Diameter (mm.)	225 mm
Secondary Pulley Diameter (mm.)	160 mm
Hood Height (in.)	19.68 in.
Side Case Height (in.)	24.4 in.
PTO Yoke Height (in.)	23.62 in.





INTEROFFICE MEMORANDUM

Date: January 8, 2025
To: Mayor Robert H. Moore and Big Spring City Council
From: Albert Belez, Purchasing Agent
Subject: Purchase Approval for Vertical Turbine Pump

Action Requested: City Council approval to purchase a vertical turbine pump replacement for the Roy Anderson Sports Complex.

Background Information: The Roy Anderson Sports Complex is currently irrigating without a vertical pump to boost water pressure which is hindering staff's ability to water the fields at the complex efficiently. This pump is a replacement designed for the irrigation system and will get the system operating at full capacity. This pump has a life span of 15 – 20 years.

Financial Considerations:

Expenditure amount requested:	\$60,240.00
What fund/department account will this amount be drawn from?	General Fund/ 375 Roy Anderson Sport Complex
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	Yes
Does this commit the City to spending funds beyond the current fiscal year? Explain.	No

Vendor Bids/Quotations: We received three formal quotes. JCH submitted a quote in the amount of \$60,240. Pump Solutions Inc. submitted a quote in the amount of \$68,219. Knighten Industries submitted a "NO BID" response.

Staff Opinion as to Feasibility and Timeline: The formal quote from JCH includes installation of the pump; the bid from Pump Solutions Inc. does not include installation. If approved, the unit could be delivered in 8-12 weeks from the time of order. Installation can be scheduled after the unit is delivered.

Staff Recommendation: It is our recommendation to proceed with the purchase and installation of the Wolf Vertical Turbine Pump from JCH.

Detailed Specifications:

Wolf Vertical Turbine Pump	
•	Motor - 400 gpm at 286'TDH
•	Duty point - 400 gpm at 286 TDH
•	16' total pump length
•	Wolf 6" bowl assembly 9CO5V-7 stage with ID of bowls enameled
•	OD of bowls coated with Tnemec 21
•	Semi-open silicon bronze impellers
•	Stainless steel shafting in bowl and discharge column
•	Rubber bearing
•	Stainless steel basket strainer
•	6" threaded 3/16" wall steel discharge column coated ID & OD with Tnemec 21
•	6" Steel fabricated discharge head with discharge to be on same elevation as the discharge header, coated ID & Od with Tnemec 21
•	Stuffing box for packing and OD coated with Tnemec 21
•	Sole plate
•	40 hp US electric 1775rpm 230/460 VAC 3phas vertical hollow shaft motor ODP





MEMORANDUM

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council
CC: Todd Darden, City Manager
From: Shane Bowles, Public Works Director
Date: Tuesday, January 14, 2024
Subject: Submersible Mixers and Blowers for Edward Tanks

Action Requested: Bid Award to KASCO Equipment

Background Information: The City of Big Spring has recurring TCEQ violations for trihalomethanes (THMS). This mixer and blowers system will reducing these reading and assist in our compliance.

Financial Considerations:

Expenditure amount requested:	\$89,460
What fund/department account will this amount be drawn from?	Water Enterprise 405
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	Yes
Does this commit the City to spending funds beyond the current fiscal year? Explain.	N/A

Vendor Bids/Quotations: We received one bid from KASCO Equipment utilizing a Buy Board Contract for \$89,460

Staff Opinion as to Feasibility and Timeline: This is to be completed by mid-summer.

Staff recommendation: It is our recommendation to approve this bid item for the mixer and blower units. The equipment has a three-year warranty once installed with a one-year labor warranty. These are currently being utilized in the city of Coahoma and have seen success with eliminating the THMS in their water. It is Staff's recommendation to award the bid to KASCO Equipment.

2 Pages sent via email to: ctidwell@mybigspring.com

Axis Construction, L.P.
P.O. Box 77916
Fort Worth, Texas 76177
ACLP #23060

August 16, 2024

UPDATED PROPOSAL

City of Big Spring
410 East 3rd St.
Big Spring, Texas 79720

Attn: Chad Tidwell

Re: Furnish & Install One (1) 3/4 HP KASCO Tank Mixing System at 1MG GST

KASCO EQUIPMENT DETAILS

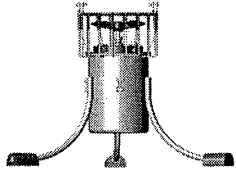
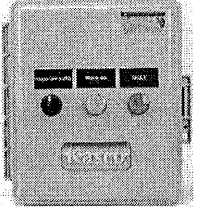
Axis Construction, LP in conjunction with Kasco Marine is pleased to present a Proposal for one (1) **Submersible mixer** on the above mentioned project. Below you will find a brief description of your application, our recommended equipment and product sheets.

Tank Description: (1) Existing 1MG GST- South Tank

Recommendation

Kasco recommends **one (1) 3400C61 CertiSafe NSF 61/372 mixer** for this application. The Certisafe mixer has three (3) power cable options (50ft, 100ft and 200ft). Pricing includes the cable length of **50ft**. Kasco recommends the **Floor Mount RM-150** in the Ground Storage Tank.

Scope of Material furnished by Axis Construction, LP & KASCO

Qty	Description	
1	Kasco Municipal mixer complete package #34C61050RM-CS15 • Kasco 3400C61 CertiSafe Potable Tank Mixer (120V) with 50ft UL power cord. Order part #3400C61 • 1- Kasco Floor Mount #RM150 • Kasco SCADA CS-150 is a 120Vac, 60hz, single phase UL listed control panel engineered to operate Kasco C61 CertiSafe™ tank mixers. Designed for easy installation and operation, H-O-A control switch, indicator LEDs, Low water inhibit, and SCADA I/O for remote operation and monitoring. Order part #176371 • Standard 3-year Manufacturer's warranty included. <i>Optional 5-Year Warranty can be purchased with Mixer, Mount and Control Panel for an addition \$900 per mixer.</i> • Axis labor warranty is 12 months from date of install. • Axis has included freight to site as noted above Total price includes equipment as stated & Freight to Jobsite.	GST 1 @ \$13,340.00 Freight @ \$300.00   \$13,640.00

Installation

We are pleased to provide a Proposal to furnish labor, equipment and materials required to install and start-up mixer. Please note the following details:

1. We will install all conduit & wire from the top of the tank mixer connection junction box, down to mixer panel mounted near the base of the tank.
2. Conduit will be rigid aluminum and will be secured with galvanized one ear clamps up the side of the tank and across the roof to the 14" diameter cored hole where mixer will be placed.
3. We have not included final wiring of mixer or any SCADA wiring. We will start-up the mixer once the power is connected by your electrician.

Total Cost for Install & Start-up of Kasco Mixer = \$17,010.00

Total Cost for Mixer Equipment and Installation = \$30,650.00

Item #2- Blower Option

We offer an option to install a blower on the roof of the tank to further reduce the TTHM's. We have installed these on several other projects and found that in combination with our aggressive Kasco mixers, we can reduce the TTHM's by up to 40% or even more.

The blower has a 1 year full replacement warranty. Install cost is included with purchase.

1. Installation will require that a 14" diameter hole will be cored in the roof of the concrete tank. We will have the hole cored and will install a TCEQ approved cover with gasketed seal on the roof of the tank. The hole & hatch are sized for mixer removal and adjustment. A 6" high concrete curb will be poured to mount cover and blower on.
2. We will install additional wiring and conduit from Power Panel at base of tank up to the top of tank to power blower.
3. A second 14" diameter hole will be cored 180 degrees away from the Blower with a TCEQ approved hatch and vent to allow for increased air exchange inside the vapor zone of the tank.

Item #2 - Total Cost for Install & Start-up of Blower if purchased with a Kasco Mixer = \$14,080.00

Total Cost for MIXER Equipment, ITEM #2 Blower and Installation =\$44,730.00

Notes:

1. **BUY BOARD-** We are approved/listed on Contract 662-22 for Tank Mixers. If the PO includes the BuyBoard Contract 662-22 the cost will be reduced by 8% less shipping.
2. If both tanks are done at the same time each installation cost will be reduced by \$2,400.00/tank.
3. Installation as detailed above is included in this Proposal. Install can be done by others if you prefer.
4. Proposal is firm for 60 days and subject to change unless a PO is received.
5. Terms are Net 30 upon invoice.
6. Mixer is in stock in Fort Worth warehouse. Lead time for our install is approximately 10 days after receipt of mixer.

7. We recommend installation of a lightning arrestor/surge protector be added to the electric panels to protect the mixer and other components.

If you have any questions on the above information, please contact me at (817) 681-7513 or via e-mail address jacobswinnea@gmail.com. I look forward to an opportunity to work for you on this project.

Respectfully Submitted,

Jacob Swinnea

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS SUPPORTING THE PROPOSED PROJECT FOR THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2025 COMPETITIVE 9% HOUSING TAX CREDITS FOR THE BIG SPRING LOFTS PROJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Big Spring Lofts LLC has proposed a development for affordable Senior (55+) rental housing at approx.. NWC of Sunset Ave. & Birdwell Lane named Big Spring Lofts in the City of Big Spring, Howard County; and

WHEREAS, Big Spring Lofts LLC has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2025 Competitive 9% Housing Tax Credits for Big Spring Lofts;

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

SECTION 1. The City of Big Spring, acting through its governing body, hereby confirms that it supports the proposed Big Spring Lofts located at approximately NWC of Sunset Avenue & Birdwell Lane and that this formal action has been taken to put on record the opinion expressed by the City of Big Spring on January 28, 2025.

SECTION 2. The City of Big Spring, acting through its governing body, hereby confirms that, upon successful award of 2025 Competitive 9% Housing Tax Credits, the city commits to providing reduced fees or a contribution of other value that equals a minimum of \$250.00 for the benefit of Big Spring Lofts.

SECTION 3. On behalf of the Governing Body the City Manager is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

SECTION 4. This Resolution shall become effective immediately upon its second passage.

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

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the _ day of _____, _____ with all members 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 GRANTING THE CONSENT OF THE CITY OF BIG SPRING, TEXAS, TO THE CREATION OF HOWARD COUNTY EMERGENCY SERVICES DISTRICT NO. 1; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Tex. Const. Art. III, § 48-e authorizes the creation of an emergency service district; and

WHEREAS Tex. Health & Safety Code § 775.014 authorizes a governing body of a municipality to consent or to not consent to the inclusion of territory within the municipality's limits or extraterritorial jurisdiction in an emergency services district; and

WHEREAS, the City of Big Spring, Texas (the "City"), has received the petition attached as **Exhibit "A"**, and a letter requesting the City's consent to the creation of an emergency services district ("District"), proposed to be known as Howard County Emergency Services District No. 1, which includes the extraterritorial jurisdiction of the City within Howard County;

WHEREAS the City Council of Big Spring finds it in the public interest to make this resolution;

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

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

SECTION 2. The City hereby consents to the creation of the District, proposed to be known as Howard County Emergency Services District No. 1, and to the inclusion of the extraterritorial jurisdiction of the City within the boundaries of the District as more particularly described in the petition attached as **Exhibit A**. This consent is valid for a period of six months from the date of its adoption unless City Council takes action to supersede this Resolution.

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

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

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

SECTION 6. This Resolution shall become effective immediately.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the _____ day of _____, **2025** with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the _____ day of _____, **2025** with all members of the Council voting “aye” for the passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

PETITION FOR CREATION OF
EMERGENCY SERVICES DISTRICT

THE STATE OF TEXAS	§	IN THE COMMISSIONER'S COURT
	§	
	§	OF
	§	
COUNTY OF HOWARD	§	HOWARD COUNTY, TEXAS

TO THE HONORABLE COUNTY JUDGE AND COMMISSIONERS OF SAID COURT:

NOW COME 100 or more qualified voters who own taxable real property in Howard County, Texas pursuant to Texas Health & Safety Code, Section 775.011, requesting the creation of an Emergency Services District and would respectfully show the following:

I.

That the proposed Howard County Emergency Services District No. 1 (the "District") will be created and operated under the provisions of Article III, Section 48-e of the Constitution of Texas and Chapter 775 of the Health & Safety Code of the State of Texas.

II.

That the name of the proposed District shall be "HOWARD COUNTY EMERGENCY SERVICES DISTRICT NO. 1"

III.

That the area of the District does not overlap the boundaries of any other emergency services district, and overlaps portions of the extraterritorial jurisdiction of the City of Big Spring, and will generally include all of the city limits and extraterritorial jurisdiction of the City of Coahoma, and all of the city limits and extraterritorial jurisdiction of the City of Forsan. The boundaries of the District are more particularly described by the description attached as Exhibit "A", which is attached hereto and incorporated herein for all purposes, and generally shown on the attached sketch in Exhibit "B".

IV.

The District will provide fire and rescue services in response to any emergency situation in accordance with the authority granted to emergency services districts under Chapter 775 of the Texas Health & Safety Code.

V.

The creation of the District complies with Section 775.0205 of the Texas Health & Safety Code.

That Eric Barber, who resides at 203 North Avenue Coahoma, Texas, 79511 and Kristen Partee, who resides at 2507 Driver Road Big Spring, Texas, 79720 (collectively, "Petitioners"), agree and obligate themselves to pay the cost incident to the formation of the District, including the costs of publishing notices, election costs, and other necessary and incidental expenses, such cost not to exceed one hundred fifty (\$150.00) dollars, to Howard County as required by Section 775.013(b) of the Texas Health & Safety Code.

VI.

The cities of Big Spring, Coahoma, and Forsan are the only municipalities whose consent must be obtained under Section 775.014 of the Texas Health & Safety Code. The portions of city limits and extraterritorial jurisdictions of the cities of Coahoma and Forsan that are currently within Howard County will be within the territory of the new District and portions of the extraterritorial jurisdiction of the city of Big Spring located within Howard County.

VII.

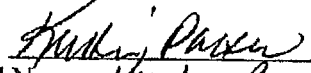
The signatures required by the Texas Health & Safety Code, Section 775.011, for the creation of Howard County Emergency Services District No. 1 are attached on Exhibit "C".

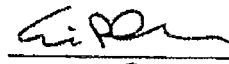
WHEREFORE, PREMISES CONSIDERED, Petitioners pray that such notices be issued by the County Clerk of Howard County as required by law; that a public hearing be held on this

petition in the county; and that, after the hearing, the Commissioners Court of Howard County grant this petition and call a special election regarding the creation of the District.

RESPECTFULLY SUBMITTED this _____ day of _____, 2024.

PETITIONERS:

By: 
Printed Name: Kristin Parker

By: 
Printed Name: Eric Barber

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG
SPRING, TEXAS, AMENDING THE AUTHORIZED
REPRESENTATIVES EMPOWERED TO TRANSMIT AND WITHDRAW
FUNDS FROM TexSTAR; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City of Big Spring (the “Government Entity”) by authority of the Application for Participation in TexSTAR (the “Application”) has entered into an Interlocal Agreement (the “Agreement”) and has become a participant in the public funds investment pool created thereunder known as TexSTAR Short Term Asset Reserve Fund “TexSTAR”); and

WHEREAS, the Application designated on one or more “Authorized Representatives” within the meaning of the Agreement; and

WHEREAS, the Government Entity now wishes to update and designate the following persons as the “Authorized Representatives” within the meaning of the Agreement;

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

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as “Authorized Representatives” within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity’s previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement.

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TexSTAR Board.

SECTION 4. The terms used in this resolution have the meanings given to them by the Application.

SECTION 5. This resolution shall become effective immediately upon its final passage and shall supersede and replace any prior authorized Representative designation.

Authorized Representatives. Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

- | | |
|------------------------------|---|
| 1. Name: Robert H. Moore III | Title: Mayor |
| Signature: _____ | Phone: 432-264-2401 |
| | Email: rmoore@mybigspring.com |
| 2. Name: Sandra Smith | Title: Finance Director |
| Signature: _____ | Phone: 432-264-2517 |
| | Email: sgsmith@mybigspring.com |
| 3. Name: Gary Givens | Title: Assistant Finance Director |
| Signature: _____ | Phone: 432-264-2512 |
| | Email: ggivens@mybigspring.com |
| 4. Name: Tami L. Davis | Title: City Secretary |
| Signature: _____ | Phone: 432-264-2513 |
| | Email: tdavis@mybigspring.com |

Primary Contact: List the name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements.

Name: Sandra Smith

Inquiry Only Contact: In addition, the following additional Participant representative (not listed above) is designated as an **Inquiry Only** Representative authorized to obtain account information:

Name: _____ N/A	Title: _____
Signature: _____	Phone: _____
	Email: _____

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the ____ day of _____, 2025 with all members of the Council present voting "aye" for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the ____ day of _____, 2025 with all members present voting "aye" for passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 38 OF THE BIG SPRING CITY CODE “ADMINISTRATION,” ARTICLE II “CITY COUNCIL,” BY REPEALING SECTION 38-9 “CURFEW FOR MINORS”; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 2023, the Texas Legislature enacted a repeal of statutes regulating juvenile curfew regulations, and furthermore enacted Section 370.007, Texas Local Government Code, prohibiting juvenile curfew orders, ordinances, or other measures, in HB 1819, regular session; and

WHEREAS, the City Council finds it necessary and proper to repeal this section of the Big Spring City Code;

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

SECTION 1. The Big Spring Code of Ordinances, Chapter 38 entitled “Offenses and Miscellaneous Provisions,” Article 1 entitled “In General,” Section 38-9, entitled “Curfew for minors,” is hereby repealed as follows:

~~Sec. 38-9 – Curfew for minors.~~ Repealed.

~~(1) 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 a.m. of the following day; and~~

~~— (2) 12:01 a.m. until 6:00 a.m. on any Friday or Saturday.~~

~~— *Emergency* means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term "emergency" includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.~~

~~— *Establishment* means any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.~~

~~— *Guardian* means:~~

~~— (1) A person who, under court order, is the guardian of the person of a minor; or~~

~~— (2) A public or private agency with whom a minor has been placed by a court.~~

~~— *Minor* means any person under 17 years of age.~~

~~— *Operator* means any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term "operator" includes the members or partners of an association or partnership and the officers of a corporation.~~

~~— *Parent* means a person who is:~~

~~— (1) A natural parent, adoptive parent, or stepparent of another person; or~~

~~— (2) At least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.~~

~~— *Public place* means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities and shops.~~

~~— *Remain* means to:~~

~~— (1) Linger or stay; or~~

~~— (2) Fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.~~

~~— *Serious bodily injury* means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted losses of impairment of the function of any bodily member or organ.~~

~~— (b) *Offenses*.~~

~~— (1) A minor commits an offense if he remains in any public place or on the premises of any establishment within the city during curfew hours.~~

~~— (2) A parent or guardian of a minor commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the city during curfew hours.~~

~~— (3) The owner, operator, or any employee of an establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment during curfew hours.~~

~~— (c) *Defenses*.~~

~~— (1) It is a defense to prosecution under subsection (b) of this section that the minor was:~~

~~— a. Accompanied by the minor's parent or guardian:~~

~~— b. On an errand at the direction of the minor's parent or guardian, without any detour or stop;~~

~~— c. In a motor vehicle involved in interstate travel;~~

~~— d. Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop.~~

~~— e. Involved in an emergency.~~

~~— f. On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;~~

~~—g. Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor;~~

~~—h. Exercising First Amendment rights protected by the United States constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or~~

~~—i. Married or had been married or had disabilities of minority removed in accordance with Texas Family Code ch. 31.~~

~~—(2) It is a defense to prosecution under subsection (b)(3) of this section that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.~~

~~—(d) *Enforcement.* Before taking any enforcement action under this section, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this section unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in subsection (e) of this section is present.~~

~~—(e) *Penalties.*~~

~~—(1) A person who violates a provision of this section is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$500.00.~~

~~—(2) Reserved.~~

~~—(f) *Extension of curfew ordinance.* The provisions of this section is hereby continued in effect until September 1, 2024.~~

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

SECTION 2. 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 3. Any ordinances or parts of ordinances in the Big Spring Code of Ordinances in conflict with this ordinance shall be and are hereby repealed to the extent of such conflict.

SECTION 4. The City Secretary is hereby ordered and directed to cause the descriptive caption to be published as provided by law.

SECTION 5. This ordinance shall be in full force and effect from and after its passage and publication in accordance with the City of Big Spring Charter and other law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the ____ day of _____, **2025** with all members of the Council present voting “aye” for the passage of same.

PASSED AND APPROVED on the second and final reading at a regular meeting of the City Council on the ____ day of _____, **2025** with all members of the Council present voting “aye” for the passage of the same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 028-2024 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025 BY INCREASING THE AIRPARK FUND BUDGET FOR THE PURPOSE OF CONDUCTING AN AIRFIELD PAVEMENT STUDY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2024-25 budget for the City of Big Spring, Texas on September 24, 2024 (“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, 2024 and ending September 30, 2025 is hereby increased by the amount of \$64,700.00 to account 410-021-610-6229-000, for the purpose of conducting an Airfield Pavement Study to determine the weight bearing capability of the runways and taxiways. The net increase will be funded through the fund balance.

SECTION 2. The remaining portions of Ordinance Number 028-2024 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. This ordinance shall be in full force and effective after the second reading.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the _____ day of _____, **2025** with all members of the Council present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a second regular meeting of the City Council on the _____ day of _____, **2025** 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
YEAR TO DATE OCTOBER 1, 2023 TO SEPTEMBER 30, 2024
4th QTR - 100%

GENERAL FUND

REVENUES	Original Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
40-FEES	17,695,300		17,695,300	18,815,302	(1,120,002)	106.33%
41-LICENSES & PERMITS	495,650		495,650	654,842	(159,192)	132.12%
42-GRANTS & OTHER AGENCIE	8,850		8,850	13,027	(4,177)	147.20%
44-FINES & FEES	281,680		281,680	208,242	73,438	73.93%
45-RECREATION	992,350		992,350	1,051,802	(59,452)	105.99%
46-INTEREST INCOME	100,000		100,000	580,935	(480,935)	580.94%
47-PROPERTY	2,548,750		2,548,750	3,874,382	(1,325,632)	152.01%
49-MISCELLANEOUS	2,568,507		2,568,507	3,606,896	(1,038,389)	140.43%
TOTAL REVENUES	24,691,087	-	24,691,087	28,805,427	(4,114,340)	116.66%
EXPENDITURES	Original Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
000-NON-DEPARTMENTAL	951,636	50,000	1,001,636	1,258,944	(257,308)	125.69%
110-CITY COUNCIL	178,531		178,531	135,884	42,647	76.11%
130-CITY MANAGER	293,702		293,702	325,761	(32,059)	110.92%
150-LEGAL	487,364		487,364	416,312	71,052	85.42%
170-SPECIAL PROJECTS	455,000		455,000	390,758	64,242	85.88%
180-ECONOMIC DEVELOPMENT	265,254	1	265,254	-	265,254	0.00%
190-PLANNING	20,435		20,435	6,717	13,718	32.87%
120-FINANCE DEPARTMENT	760,856	11,500	772,356	802,850	(30,494)	103.95%
140-INFORMATION TECHNOLOG	360,155	10,471	370,626	343,825	26,801	92.77%
160-HUMAN RESOURCES	529,468	35,600	565,068	604,818	(39,750)	107.03%
200-POLICE	6,302,864		6,302,864	5,661,397	641,467	89.82%
201-NARCOTICS TASK FORCE	456,907		456,907	152,769	304,138	33.44%
240-ANIMAL CONTROL	453,452		453,452	333,094	120,358	73.46%
210-FIRE	5,291,579		5,309,609	5,649,128	(339,519)	106.39%
230-FIRE MARSHAL	166,943		166,943	182,890	(15,947)	109.55%
220-MUNICIPAL COURT	352,876		352,876	374,373	(21,497)	106.09%
300-CODE ENFORCEMENT/INSP	741,525		751,996	680,181	71,814	90.45%
310-GENERAL MAINTENANCE	125,593		125,593	84,387	41,206	67.19%
320-STREETS	3,779,577		3,779,577	2,653,603	1,125,974	70.21%
370-PARKS	736,084	24,830	760,914	1,386,623	(625,709)	182.23%
375-SPORTS COMPLEX	475,450		475,450	486,636	(11,186)	102.35%
380-AQUATIC CENTER	597,858		597,858	712,289	(114,431)	119.14%
390-GOLF COURSE	807,712		807,712	1,091,433	(283,721)	135.13%
410-LAKE	40,765		40,765	51,594	(10,829)	126.56%
420-CITY HALL	290,200		289,200	269,829	19,371	93.30%
000-NON-DEPARTMENTAL - DEBT SERVICE	227,314		227,314	118,741	108,573	52.24%
000-NON-DEPARTMENTAL - TRANSFERS	1,270,757		1,270,757	1,159,528	111,229	91.25%
TOTAL BUDGETED EXPENSES	26,419,857	132,401	26,579,758	25,334,365	1,245,393	95.31%
NET INCREASE (DECREASE)	(1,728,770)	(132,401)	(1,888,671)	3,471,062	5,359,733	

Overview - Revenues

S- Sales tax collections are outperforming budget projection by 5.46%, in the amount of \$790,737. The total collections YTD is \$9,790,373. We conservatively budgeted \$9M. We met last years receipts of \$9.7M. Much of the sales tax increase is oil related activity. Inflation is 2.4 for Sept averaging 3.3% YTD.

Oil royalties have decreased approximately 9% from last year, that is \$256,200 less than FY 22-23. Royalty prices will fluctuate with the cost of West Texas Intermediate Crude and production, which normally declines. WTI on 9/30/24 was \$68.17, but has since increased to \$74.04 as of 1/9/25. This is a line item that is difficult to predict.

Revenues came in over budget by 16.66%

Overview - Expenditures

Expenditures were underbudget by 4.69%, so the net position increased by 21.35%. The audit will reflect additional liabilities for compensated absences, pension and OPEB liabilities, so that is not the bottom line for the year that will be reflected in the audit, but for budget purposes, that is the results of very conservative budget practices.

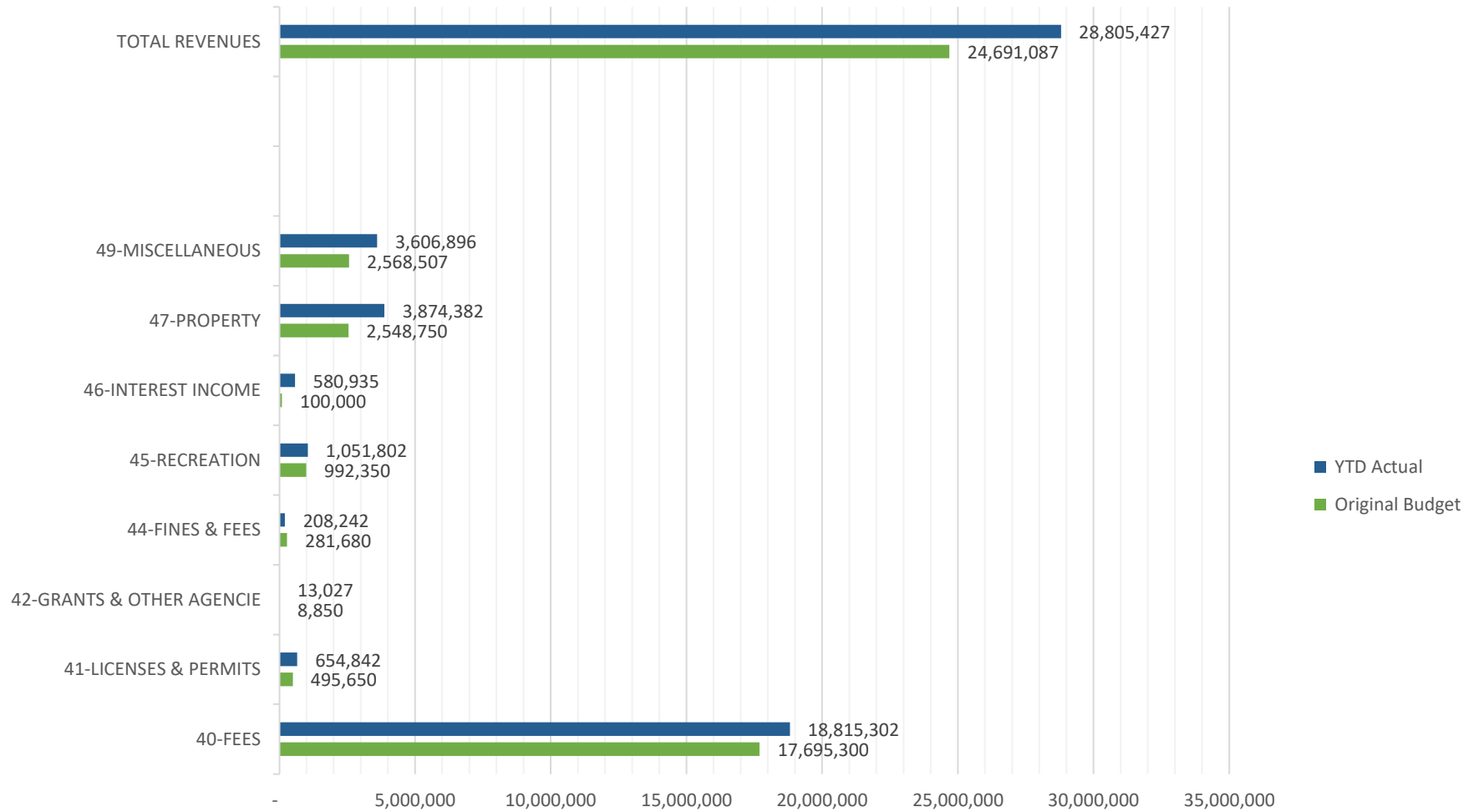
Footnotes:

¹⁾ Economic Development reimburses the City for all payroll expenditures.

Budget Amendments:

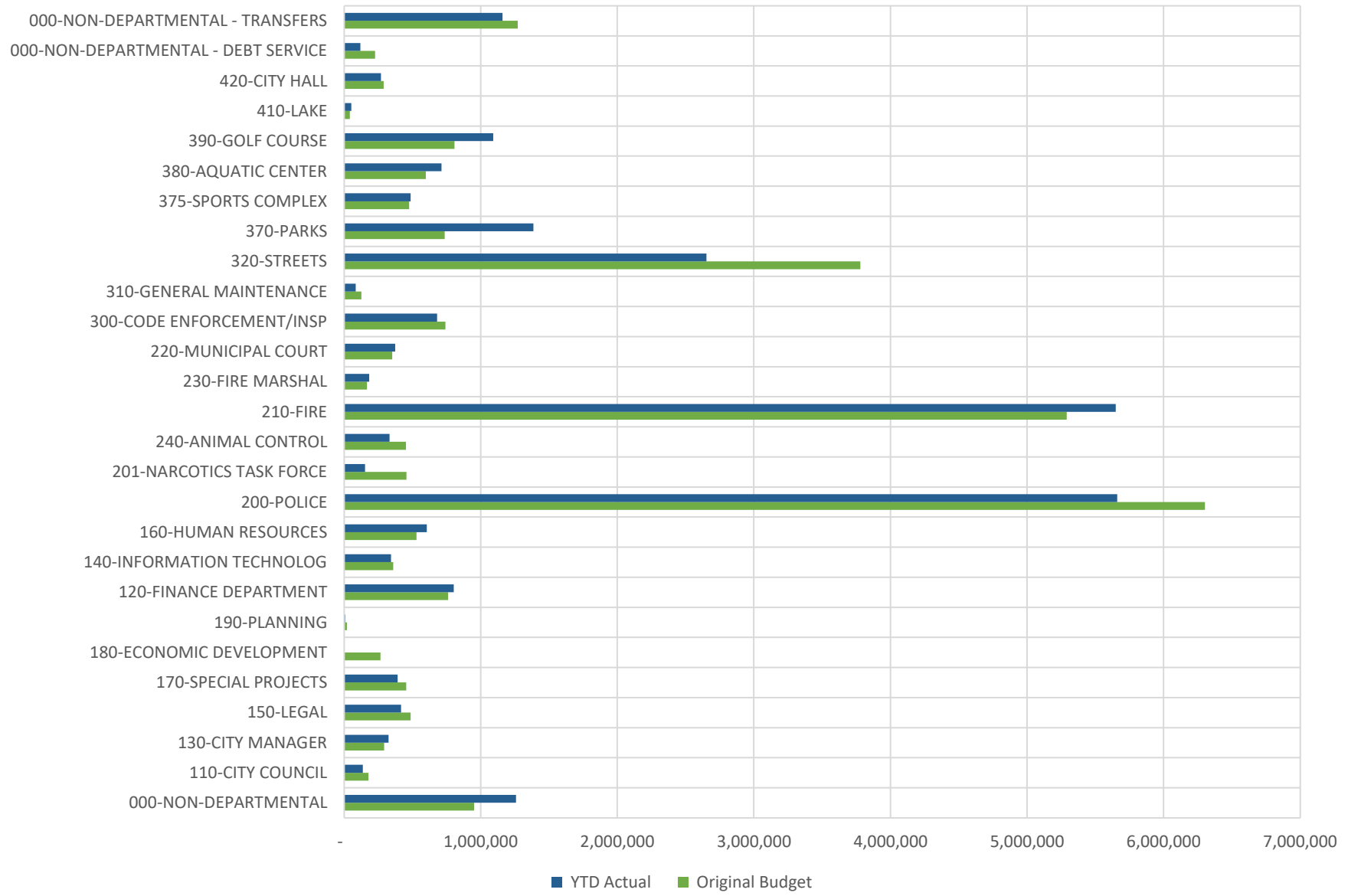
000 - Economic Rebate	50,000
120 - Debtbook Software	11,500
140 - SmartGov Software - Licensing	10,471
160 - Compensation Study	35,600

General Fund-Revenues



	40-FEES	41-LICENSES & PERMITS	42-GRANTS & OTHER AGENCY	44-FINES & FEES	45-RECREATION	46-INTEREST INCOME	47-PROPERTY	49-MISCELLANEOUS			TOTAL REVENUES
■ YTD Actual	18,815,302	654,842	13,027	208,242	1,051,802	580,935	3,874,382	3,606,896			28,805,427
■ Original Budget	17,695,300	495,650	8,850	281,680	992,350	100,000	2,548,750	2,568,507			24,691,087

General Fund-Expenditures



CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO SEPTEMBER 30, 2024
4th QTR - 100%
HOTEL/MOTEL

	Revised Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUE						
40-FEES	1,350,400		1,350,400	1,532,532	(182,132)	113.49%
45-RECREATION	2,200		2,200	2,298	(98)	104.45%
46-INTEREST INCOME	15,000		15,000	41,964	(26,964)	279.76%
47-PROPERTY	41,200		41,200	3,265	37,935	7.92%
49-MISCELLANEOUS	-		-	28	(28)	0.00%
TOTAL REVENUES	1,408,800	-	1,408,800	1,580,088	(171,288)	112.16%
EXPENDITURES						
000-NON-DEPARTMENTAL	140,880		140,880	162,830	(21,950)	115.58%
510-DORA ROBERTS COMMUN.	-		-	3,274	(3,274)	0.00%
520-POTTON HOUSE	48,410		48,410	60,875	(12,465)	125.75%
530-AUDITORIUM	729,600		729,600	411,437	318,163	56.39%
540-SPECIAL PROJECTS	26,100		26,100	3,342	22,758	12.80%
560-CVB	735,538		735,538	689,074	46,464	93.68%
570-HISTORIC SPRING	52,500		52,500	51,167	1,333	97.46%
000-NON-DEPARTMENTAL	-		-	-	-	0.00%
000-NON-DEPARTMENTAL	-		-	-	-	0.00%
TOTAL BUDGETED EXPENSES	1,733,028	-	1,733,028	1,381,999	351,029	79.74%
NET INCREASE (DECREASE)	(324,228)	-	(324,228)	198,089	522,317	

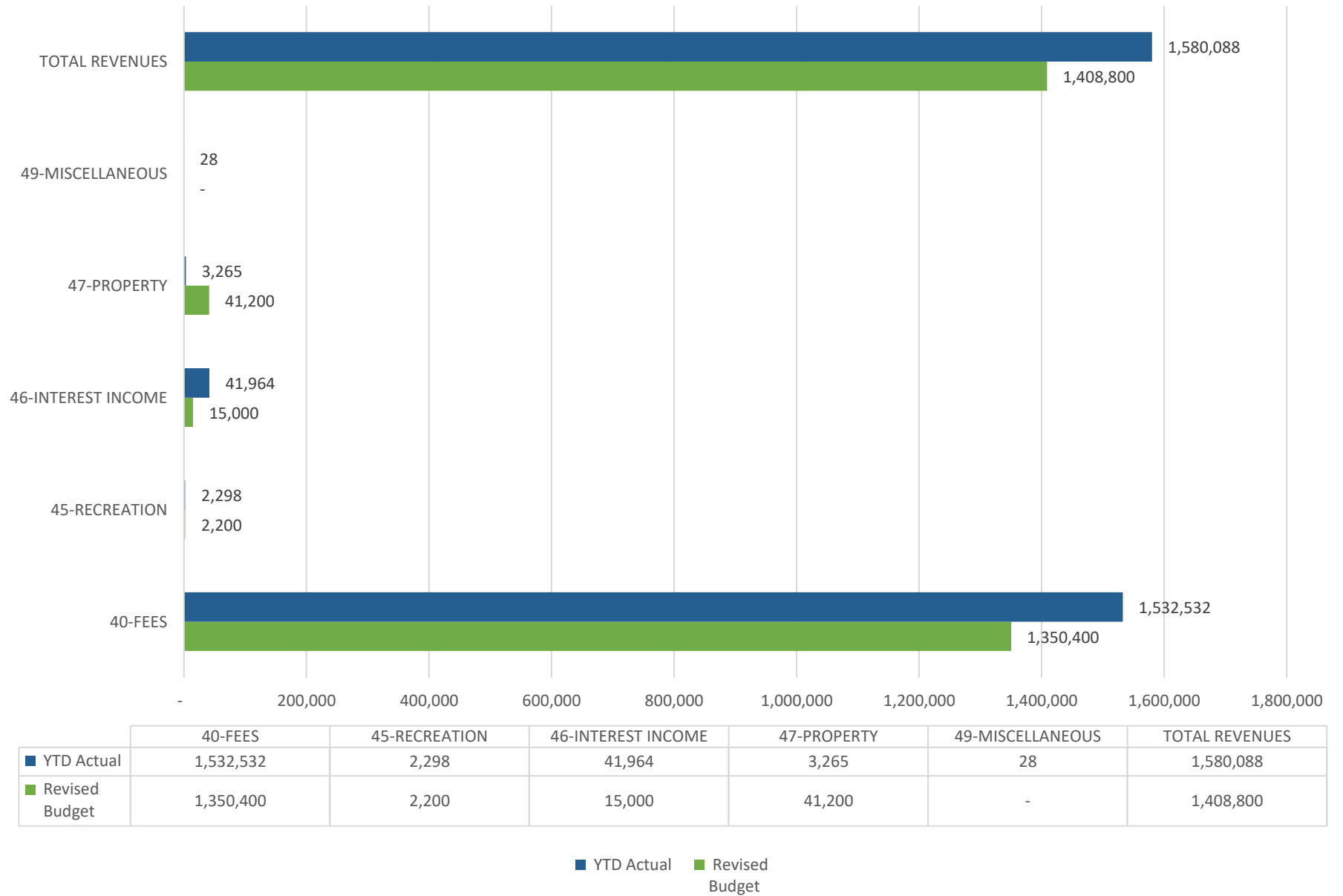
Overview - Revenues

The Hotel Occupancy Tax (HOT) for the year has exceeded the budget, but was \$110k less than the previous year.

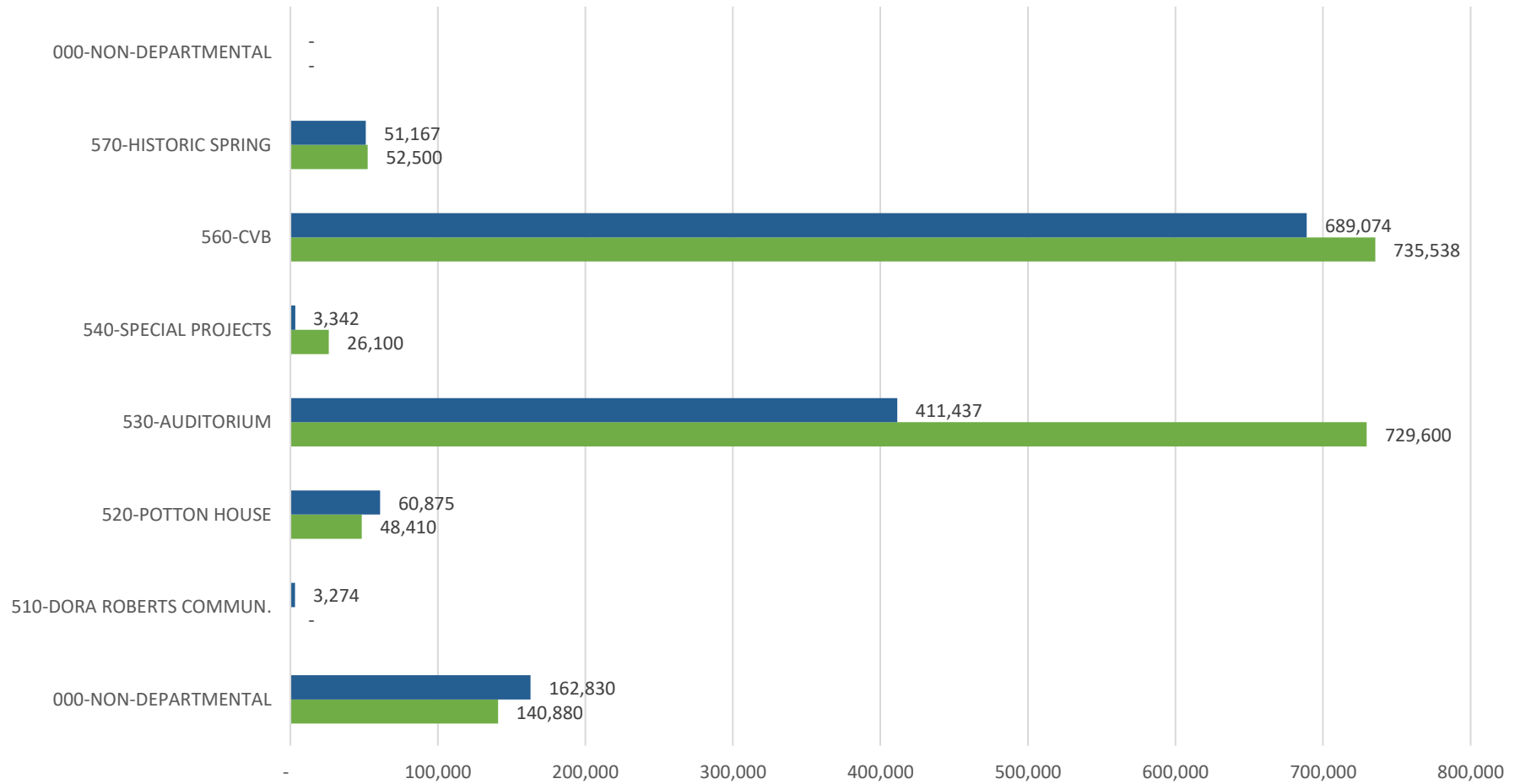
Overview - Expenditures

The Hotel/Motel fund came in under budget by 20.26%.

Hotel/Motel Fund-Revenues



Hotel/Motel-Expenditures



	000-NON-DEPARTMENTAL	510-DORA ROBERTS COMMUN.	520-POTTON HOUSE	530-AUDITORIUM	540-SPECIAL PROJECTS	560-CVB	570-HISTORIC SPRING	000-NON-DEPARTMENTAL
■ YTD Actual	162,830	3,274	60,875	411,437	3,342	689,074	51,167	-
■ Revised Budget	140,880	-	48,410	729,600	26,100	735,538	52,500	-

■ YTD Actual ■ Revised Budget

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO SEPTEMBER 30, 2024
4th QTR - 100%
UTILITY FUND

	Revised Budget	Budget Amendment	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
42-GRANTS & OTHER AGENCIES (ARPA)	-		-	3,754,690		
43-GENERAL SALES/OTHER SE	13,187,500		13,187,500	13,991,242	(803,742)	106.09%
46-INTEREST INCOME	150,000		150,000	451,315	(301,315)	300.88%
48-TRANSFER FROM OTHER FU	-		-	-	-	0.00%
49-MISCELLANEOUS	19,700		19,700	46,902	(27,202)	238.08%
TOTAL REVENUES	13,357,200	-	13,357,200	18,244,150	(4,886,950)	136.59%
EXPENDITURES						
735-WATER OFFICE-CUSTOMER	840,900	7,500 ¹	847,900	828,858	19,042	97.75%
000-NON-DEPARTMENTAL	5,079,534	²	5,079,534	6,055,561	(976,027)	119.21%
705-WATER TREATMENT	3,613,729		3,613,729	2,702,402	911,327	74.78%
710-DISTRIBUTION & COLLEC	3,976,405	700,000	4,426,305	3,764,200	662,105	85.04%
740-WASTEWATER TREATMENT	2,376,022		2,376,022	2,050,768	325,254	86.31%
745-MATERIAL CONTROL	223,298		223,298	215,566	7,732	96.54%
780-CITY HALL ANNEX	30,800		30,000	39,346	(9,346)	131.15%
000-NON-DEPARTMENTAL - DEBT SERVICE	60,950		60,950	(50,659)	111,609	-83.12%
000-NON-DEPARTMENTAL - TRANSFERS	145,828		145,828	(498,818)	644,646	-342.06%
409-ARPA/Multi Year Projects				3,377,668		
TOTAL BUDGETED EXPENSES	16,347,466	707,500	16,803,566	18,484,891	1,696,343	110.01%
NET INCREASE (DECREASE)	(2,990,266)	(707,500)	(3,446,366)	(240,741)	6,583,293	

Overview - Revenues

Water sales have remained very consistent over the last three years, with seeing a 4% increase since FY 21-22.

ARPA revenue recognition for FY 23-24 was \$3.2M. The balance of ARPA funds for FY 24-25 is \$1.1M.

Overview - Expenditures

The Non-Department-Transfers is reflecting a Bond Payment reclassification that was budgeted in 483 and should have been in Fund 405. Fund 483 is considered a part of Utilities, so it has no net effect to the Balance Sheet, this was just a housekeeping item.

Excluding the re-classification, utilities is underbudget by 9.28%.

Footnotes:

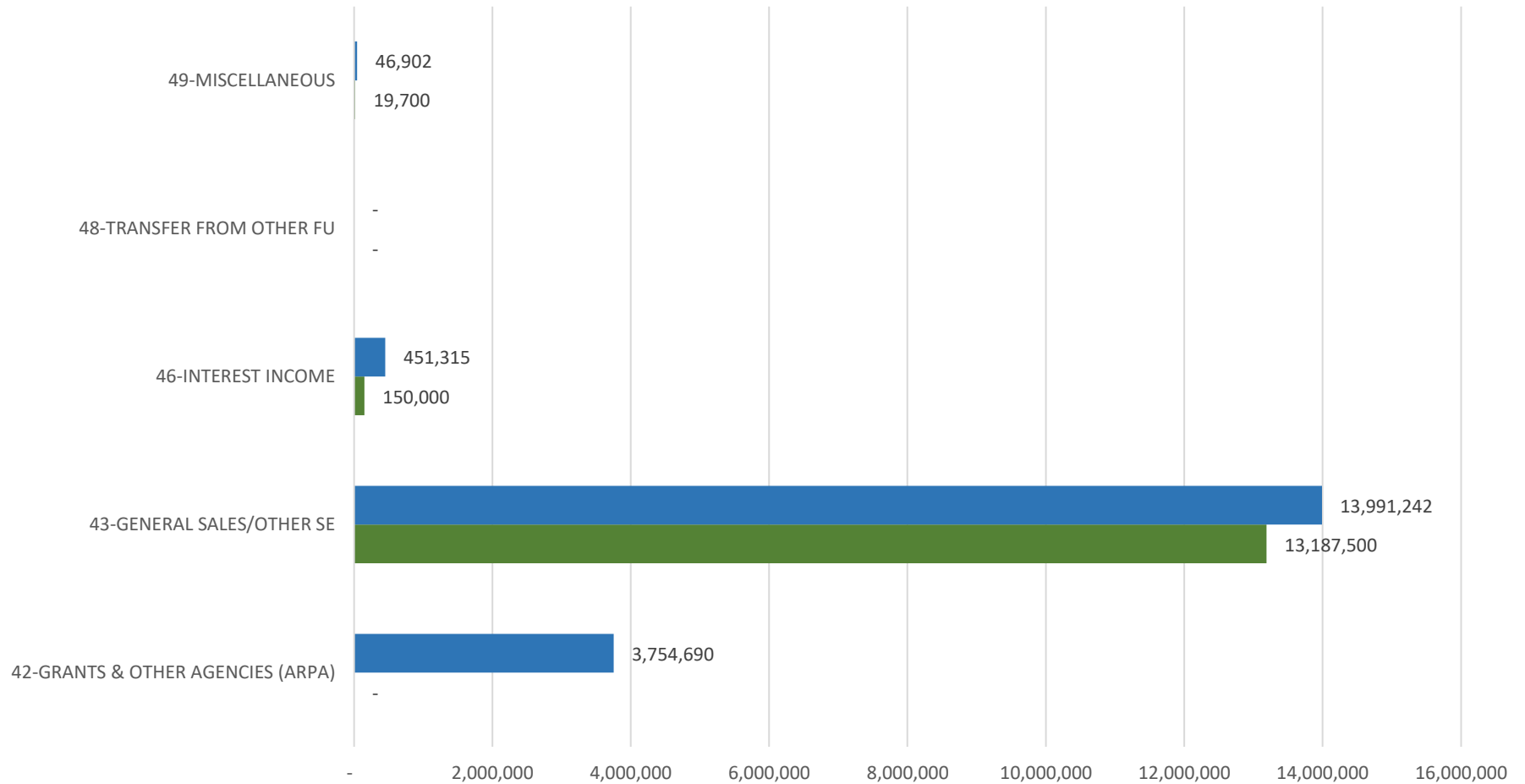
¹ Install an ADA compliant door at the new Water Office

² Includes depreciation expense of \$1,668,973.

Budget Amendments

Lead Copper Line/Meter Inventory	450,000
CDBG Grant - Distribution Lines	250,000
ADA Compliant Entry Door	7,000
	<u>707,000</u>

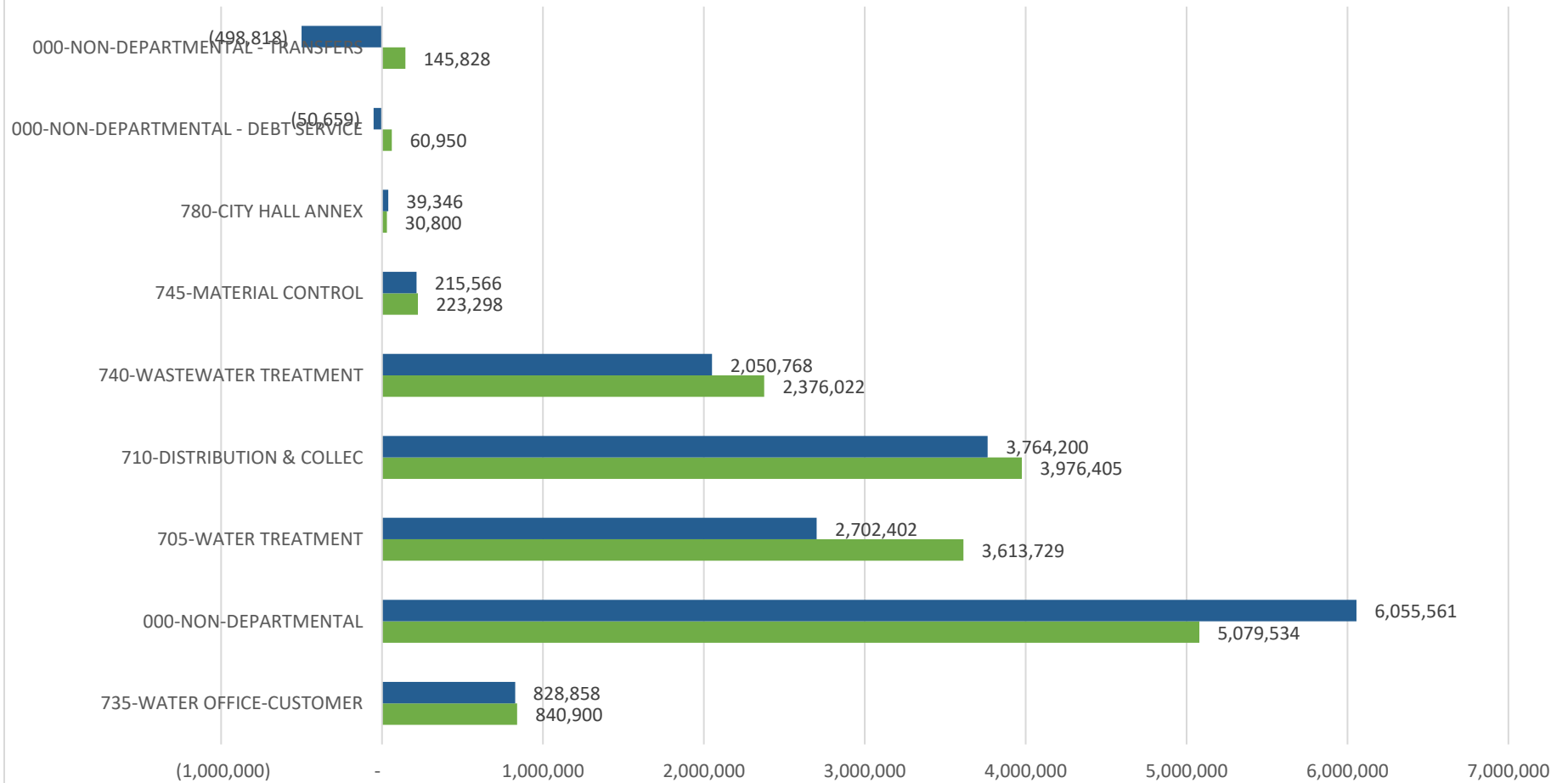
Utilities-Revenue



	42-GRANTS & OTHER AGENCIES (ARPA)	43-GENERAL SALES/OTHER SE	46-INTEREST INCOME	48-TRANSFER FROM OTHER FU	49-MISCELLANEOUS
■ YTD Actual	3,754,690	13,991,242	451,315	-	46,902
■ Revised Budget	-	13,187,500	150,000	-	19,700

■ YTD Actual ■ Revised Budget

Utilities-Expenditures



	735-WATER OFFICE- CUSTOMER	000-NON- DEPARTMENTAL	705-WATER TREATMENT	710- DISTRIBUTION & COLLEC	740- WASTEWATER TREATMENT	745-MATERIAL CONTROL	780-CITY HALL ANNEX	000-NON- DEPARTMENTAL - DEBT SERVICE	000-NON- DEPARTMENTAL - TRANSFERS
■ YTD Actual	828,858	6,055,561	2,702,402	3,764,200	2,050,768	215,566	39,346	(50,659)	(498,818)
■ Revised Budget	840,900	5,079,534	3,613,729	3,976,405	2,376,022	223,298	30,800	60,950	145,828

■ YTD Actual ■ Revised
Budget

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO SEPTEMBER 30, 2024
4th QTR - 100%
AIRPARK FUND

REVENUE SUMMARY

	Revised Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
46-INTEREST INCOME	200,000		200,000	716,475	(516,475)	358.24%
47-PROPERTY	4,271,900		4,271,900	5,177,853	(905,953)	121.21%
49-MISCELLANEOUS	-		-	108,666	(108,666)	0.00%
TOTAL REVENUES	4,471,900	-	4,471,900	6,002,994	(1,531,094)	134.24%

DEPARTMENT EXPENSE SUMMARY

	Revised Budget		Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
EXPENDITURES						
000-NON-DEPARTMENTAL	-		-	1,641,166	(1,641,166)	
610-AIRPARK	6,069,838	673,524	6,743,362	2,599,573	4,143,789	38.55%
000-NON-DEPARTMENTAL - DEBT SERVICE	64,183		64,183	4,058	60,125	6.32%
000-NON-DEPARTMENTAL - TRANSFER	4,041		4,041	3,066		75.87%
TOTAL BUDGETED EXPENSES	6,138,062	673,524	6,811,586	4,247,863	2,563,723	62.36%
NET INCREASE (DECREASE)	(1,666,162)	(673,524)	(2,339,686)	1,755,131	(4,094,817)	

Overview - Revenues

Oil Royalties at the Airpark about 57% of what we recived last year. This is very typical of royalty income as production follows a natural decline.

Fuel Sales for the year were \$210,638; purchases were \$159,924 for a net income of \$50,713 from the FBO. This is a new revenue stream for the Airpark.

Overview - Expenses

Airpark is underbudget by 37.64%

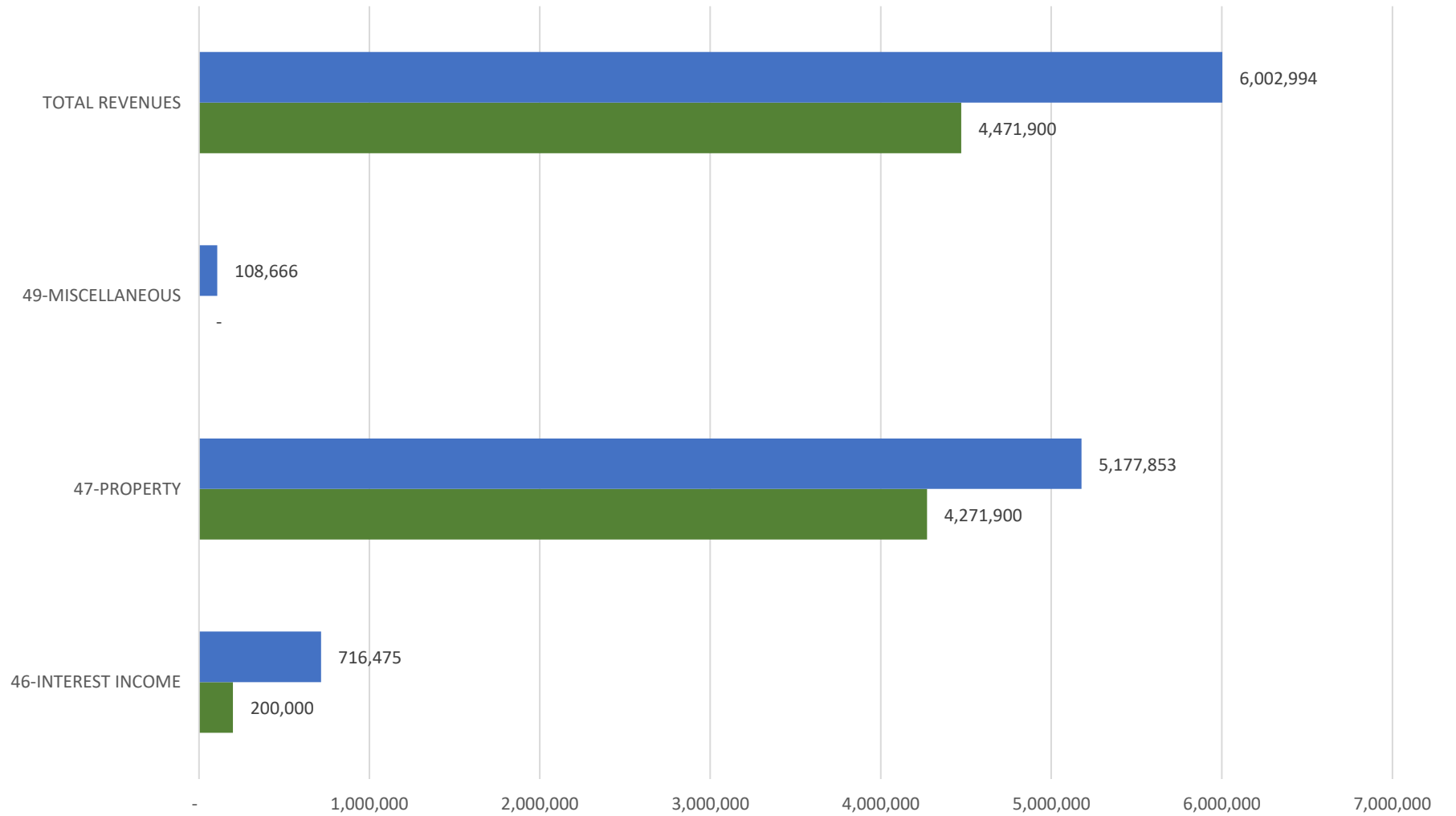
Footnotes:

¹ Includes \$1,640,636 of depreciation

Budget Amendments:

Added Position	43,654
Abatement & Demo	385,000
Kubota Tractor	45,000
Runway Striping & Marking	45,400
Hangar 25 Doors	60,000
Road Construction	48,450
Security Services - Hangar 25	46,020
	<u>673,524</u>

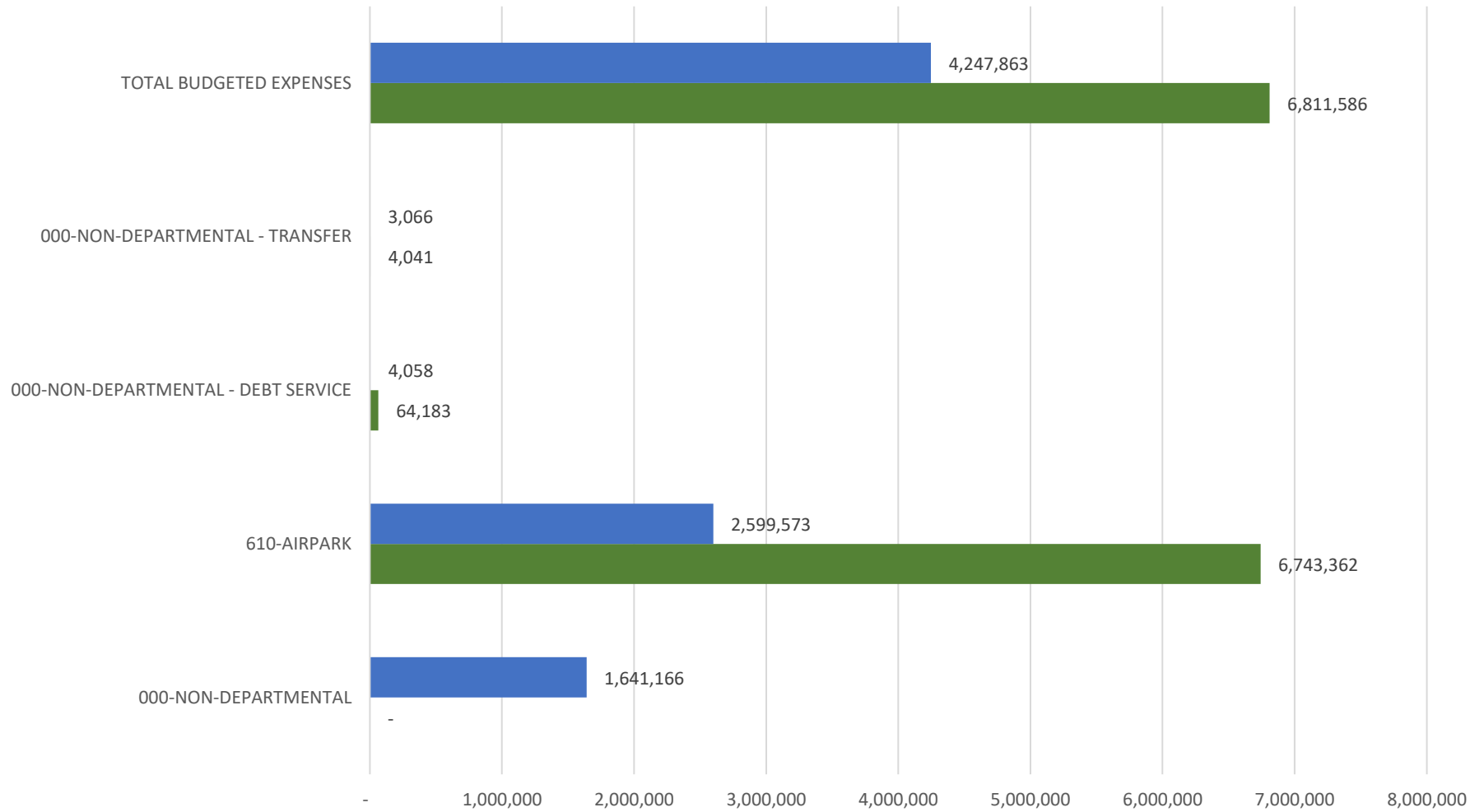
Airpark-Revenue



	46-INTEREST INCOME	47-PROPERTY	49-MISCELLANEOUS	TOTAL REVENUES
■ YTD Actual	716,475	5,177,853	108,666	6,002,994
■ Amended Budget	200,000	4,271,900	-	4,471,900

■ YTD Actual ■ Amended Budget

Airpark-Expenditures



	000-NON-DEPARTMENTAL	610-AIRPARK	000-NON-DEPARTMENTAL - DEBT SERVICE	000-NON-DEPARTMENTAL - TRANSFER	TOTAL BUDGETED EXPENSES
■ YTD Actual	1,641,166	2,599,573	4,058	3,066	4,247,863
■ Amended Budget	-	6,743,362	64,183	4,041	6,811,586

■ YTD Actual ■ Amended Budget

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO SEPTEMBER 30, 2024
4th QTR - 100%
EMERGENCY MEDICAL SERVICES

REVENUE SUMMARY

	Revised Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
42-GRANTS & OTHER AGENCIES	450,000		450,000	474,000	(24,000)	105.33%
46-INTEREST INCOME	-		-	-	-	0.00%
47-PROPERTY	2,700,150		2,700,150	1,871,466	828,684	69.31%
48- TRANSFER FROM OTHER FUNDS	1,060,000		1,060,000	1,060,000	-	100.00%
49-MISCELLANEOUS	-		-	105,560	(105,560)	0.00%
TOTAL REVENUES	4,210,150	-	4,210,150	3,511,026	699,124	83.39%

DEPARTMENT EXPENSE SUMMARY

	Revised Budget		Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
EXPENDITURES						
012-MISCELLANEOUS				192,916		
430-EMS	4,271,461	368,030	4,639,491	3,535,539	1,103,952	76.21%
000-NON-DEPARTMENTAL - DEBT SERVICE	23,737		23,737	278	23,459	0.00%
000-NON-DEPARTMENTAL - TRANSFERS	8,706		8,706	7,496	1,210	86.10%
TOTAL BUDGETED EXPENSES	4,303,904	368,030	4,671,934	3,736,228	935,706	79.97%
	1					
NET INCREASE (DECREASE)	(93,754)	(368,030)	(461,784)	(225,202)	(236,582)	

Overview - Revenues

Revenues are down 30.69% because of the contract with Allegiance for EMS services. They have been receiving 100% of the revenues for they runs they make.

Overview - Expenses

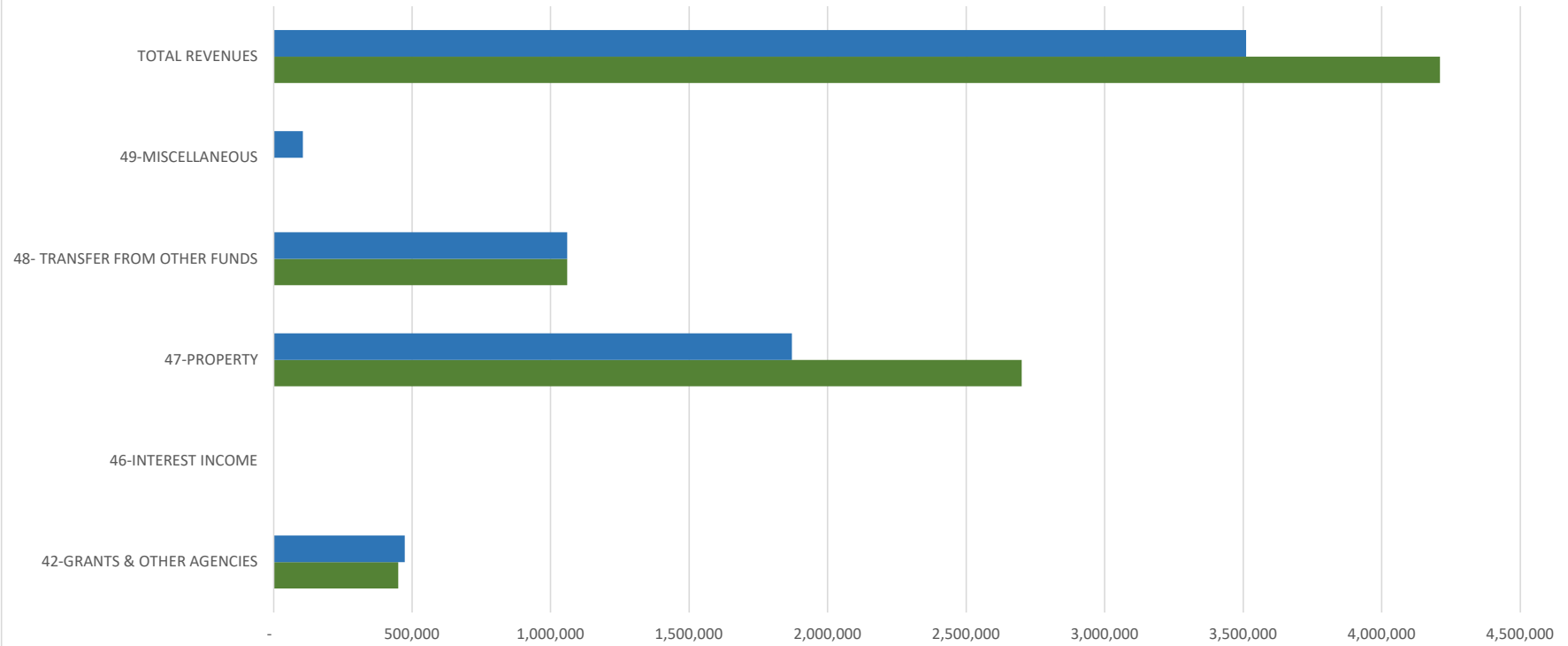
Expenses are below budget due to a change in staffing allocation. When we hired Allegiance, we moved all current staff to the General Fund. As we have been hiring the cadets are being staffed in the EMS Fund (lowest salaries). Personnel Services for Fund 430 is underbudget by \$814,567, which is representative of the staffing re-allocations to the General Fund.

Footnotes:

¹ Depreciation Expense

Budget Amendments	
Contract EMS Services	350,000
SCBA Equipment	18,030
	368,030

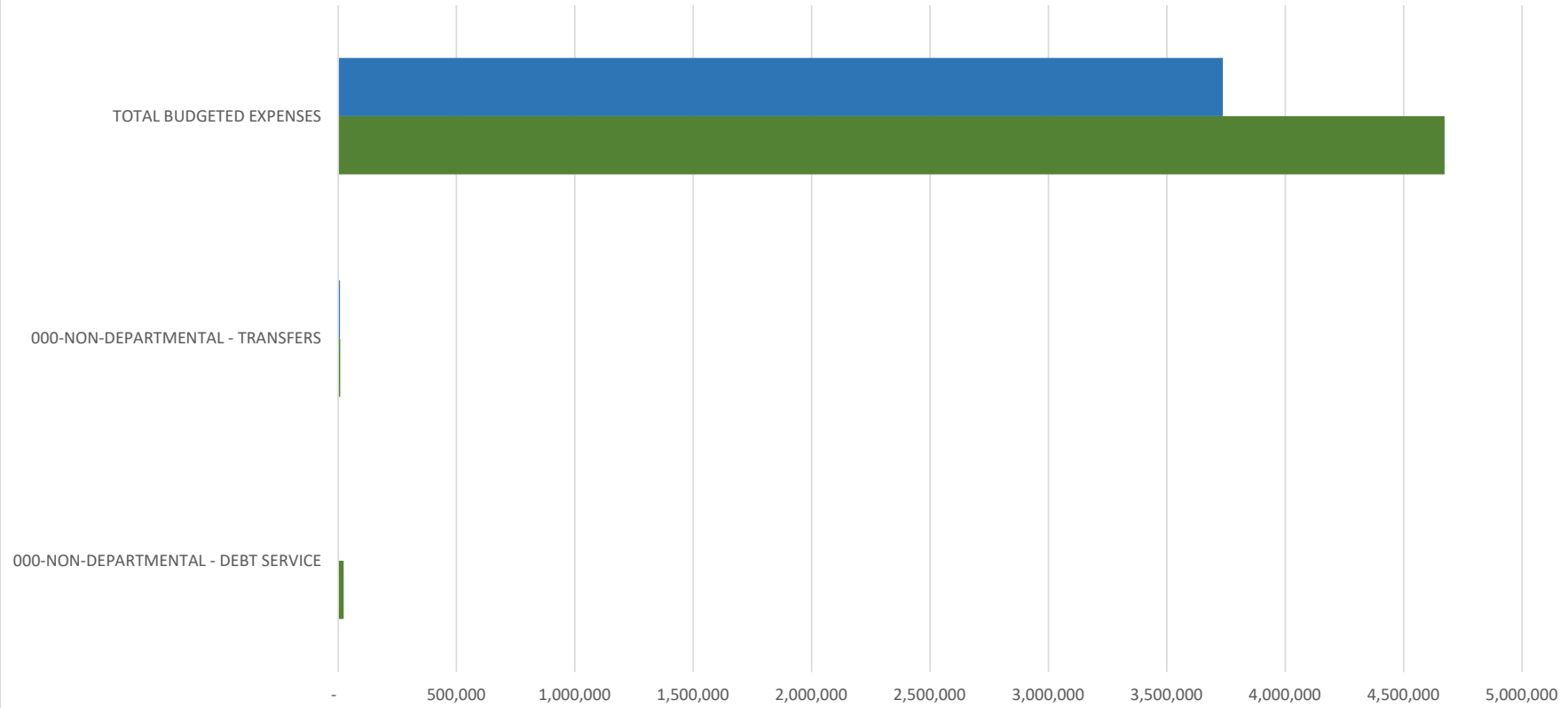
EMS-Revenue



	42-GRANTS & OTHER AGENCIES	46-INTEREST INCOME	47-PROPERTY	48- TRANSFER FROM OTHER FUNDS	49-MISCELLANEOUS	TOTAL REVENUES
■ YTD Actual	474,000	-	1,871,466	1,060,000	105,560	3,511,026
■ Amended Budget	450,000	-	2,700,150	1,060,000	-	4,210,150

■ YTD Actual ■ Amended Budget

EMS-Expenditures



	000-NON-DEPARTMENTAL - DEBT SERVICE	000-NON-DEPARTMENTAL - TRANSFERS	TOTAL BUDGETED EXPENSES
■ YTD Actual	278	7,496	3,736,228
■ Amended Budget	23,737	8,706	4,671,934

■ YTD Actual ■ Amended Budget

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO SEPTEMBER 30, 2024
4th QTR - 100%
LANDFILL

	Revised Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
41-LICENSES & PERMITS	48,000		48,000	120,457	(72,457)	250.95%
42-GRANTS & OTHER AGENCIE	-		-	-	-	0.00%
43-GENERAL SALES/OTHER SE	1,837,600		1,837,600	2,242,182	(404,582)	122.02%
46-INTEREST INCOME	160,000		160,000	301,770	(141,770)	188.61%
48-TRANSFER FROM OTHER FUNDS	1,000,000		1,000,000	1,000,000	(0)	100.00%
49-MISCELLANEOUS	30		30	(1,630)	1,660	-5432.07%
TOTAL REVENUES	3,045,630	-	3,045,630	3,662,779	(617,149)	120.26%
EXPENDITURES	Revised Budget			YTD Actual	Budget Balance	% of Budget to Date
000-NON-DEPARTMENTAL				2,151		
350-LANDFILL	1,763,237	175,000	1,938,237	2,118,681	(180,444)	109.31%
000-NON-DEPARTMENTAL - DEBT SERVICE	73,439		73,439	548	72,891	0.00%
000-NON-DEPARTMENTAL - TRANSFERS	5,721		5,721	3,086	2,635	53.94%
TOTAL BUDGETED EXPENSES	1,842,397	175,000	2,017,397	2,124,466	(104,918)	105.31%
NET INCREASE (DECREASE)	1,203,233	(175,000)	1,028,233	1,538,313	(512,231)	

Overview - Revenue

Revenues are up over last year by 7%.

This chart compares 2nd Qtr 22-23 to 2nd Qtr 23-24:

	22-23	23-24	Difference	% of Increase
from Sanitation	1,048,372	940,537	(107,835)	-10%
Tipping	931,355	1,173,213	241,858	26%
	1,979,727	2,113,751	134,024	7%

Overview - Expenses

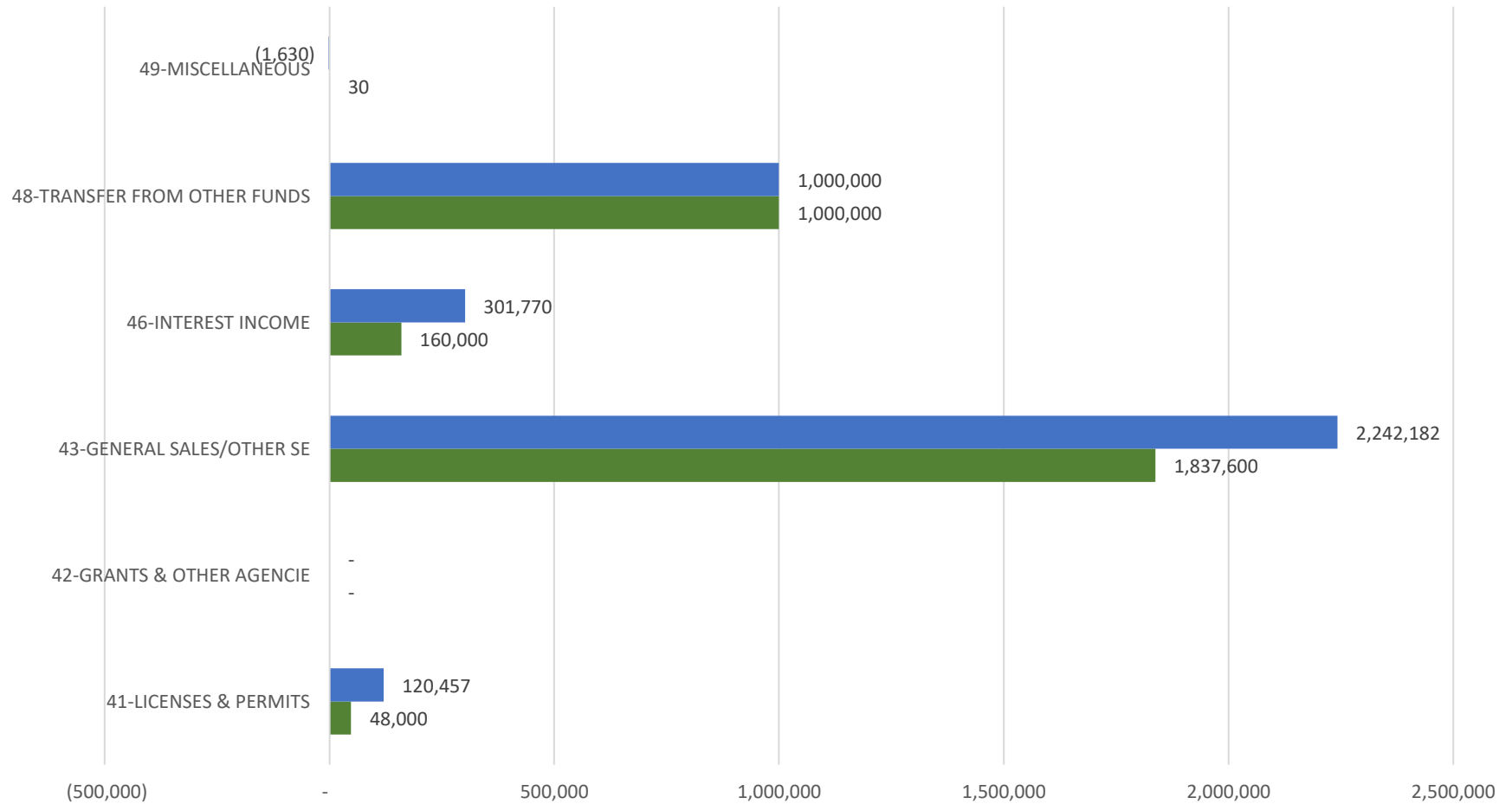
The Landfill is 5.31% overbudget, which includes \$375,138 of depreciation.

Excluding depreciation, the Landfill expenditures would be 13.29% underbudget.

Budget Amendments

Bulldozer 175,000

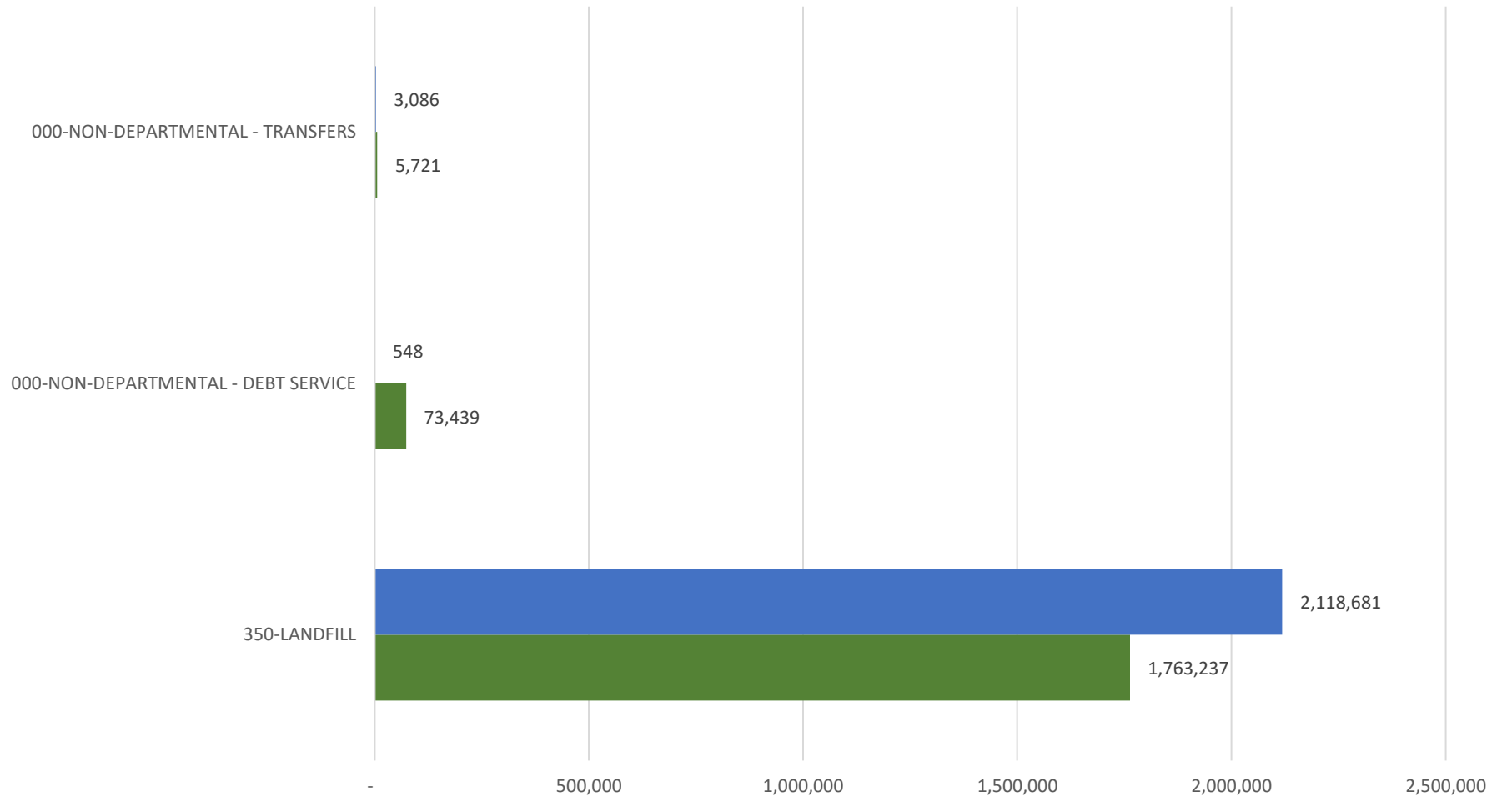
Landfill-Revenue



	41-LICENSES & PERMITS	42-GRANTS & OTHER AGENCIE	43-GENERAL SALES/OTHER SE	46-INTEREST INCOME	48-TRANSFER FROM OTHER FUNDS	49-MISCELLANEOUS
■ YTD Actual	120,457	-	2,242,182	301,770	1,000,000	(1,630)
■ Revised Budget	48,000	-	1,837,600	160,000	1,000,000	30

■ YTD Actual ■ Revised Budget

Landfill-Expenditures



	350-LANDFILL	000-NON-DEPARTMENTAL - DEBT SERVICE	000-NON-DEPARTMENTAL - TRANSFERS
■ YTD Actual	2,118,681	548	3,086
■ Revised Budget	1,763,237	73,439	5,721

■ YTD Actual ■ Revised Budget

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO SEPTEMBER 30, 2024
4th QTR - 100%
SANITATION FUND

	Revised Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
43-GENERAL SALES/OTHER SE	3,610,000		3,610,000	3,931,284	(321,284)	108.90%
46-INTEREST INCOME	15,000		15,000	5,637	9,363	37.58%
47-PROPERTY	95,000		95,000	84,450	10,550	88.89%
49-MISCELLANEOUS	-		-	960	(960)	0.00%
TOTAL REVENUES	3,720,000	-	3,720,000	4,022,332	(302,332)	108.13%
EXPENDITURES						
330-SANITATION	3,755,557		3,755,557	4,770,552	(1,014,995)	127.03%
000-NON-DEPARTMENTAL - DEBT SERVICE	134,620		134,620	3,043	131,577	2.26%
000-NON-DEPARTMENTAL - TRANSFERS	1,019,486		1,019,486	1,003,086	16,400	0.00%
TOTAL BUDGETED EXPENSES	4,909,663	-	4,909,663	5,776,681	(867,018)	117.66%
NET INCREASE (DECREASE)	(1,189,663)	-	(1,189,663)	(1,754,350)	564,687	

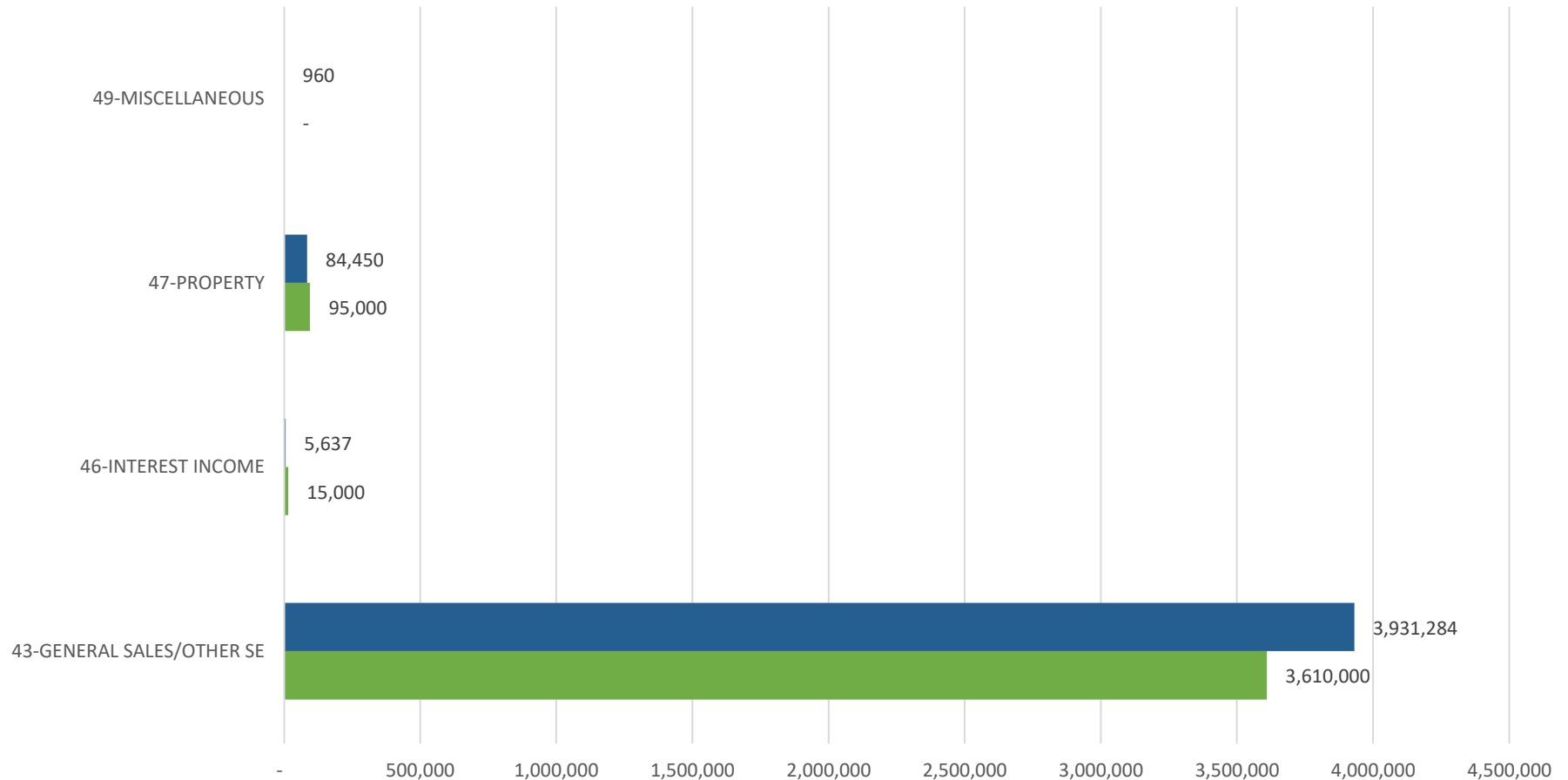
Overview - Revenue

Revenue is trending about the same as last year, with a net decrease of \$6,125 over last year.

Overview - Expenses

Depreciation Expense in Sanitation is \$339,436 which is not a budget item, but this represents 9% of the budget overage.

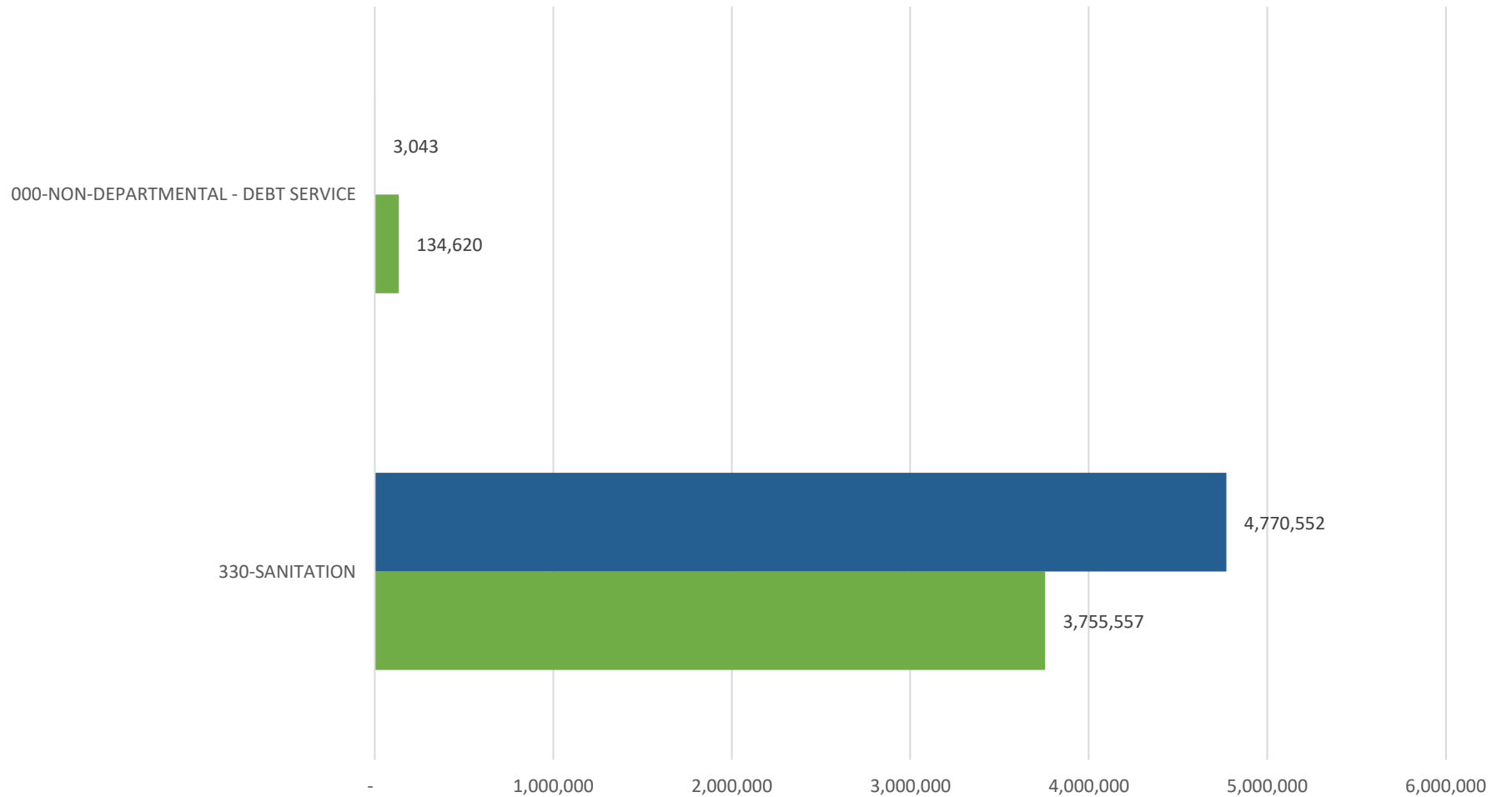
Sanitation-Revenues



	43-GENERAL SALES/OTHER SE	46-INTEREST INCOME	47-PROPERTY	49-MISCELLANEOUS
■ YTD Actual	3,931,284	5,637	84,450	960
■ Revised Budget	3,610,000	15,000	95,000	-

■ YTD Actual ■ Revised Budget

Sanitation-Expenditures



	330-SANITATION	000-NON-DEPARTMENTAL - DEBT SERVICE
■ YTD Actual	4,770,552	3,043
■ Revised Budget	3,755,557	134,620

■ YTD Actual ■ Revised Budget



Pooled Cash Report

Big Spring, TX

For the Period Ending 9/30/2024

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
002-1003-000	CLAIM ON CASH	20,623,191.13	0.00	20,623,191.13
002-1030-000	CASH-LIVING TREE MEM. ESCROW	3,799.28	0.00	3,799.28
002-1032-000	CASH-MUN COURT PMT PLAN FEES	0.00	0.00	0.00
110-1003-000	CLAIM ON CASH	1,922,464.44	0.00	1,922,464.44
130-1003-000	CLAIM ON CASH	89,442.47	0.00	89,442.47
140-1003-000	CLAIM ON CASH	23,275.05	0.00	23,275.05
141-1003-000	CLAIM ON CASH	0.00	0.00	0.00
142-1003-000	CLAIM ON CASH	11,766.99	0.00	11,766.99
143-1003-000	CLAIM ON CASH	7,239.18	0.00	7,239.18
144-1003-000	CLAIM ON CASH	144.80	0.00	144.80
145-1003-000	CLAIM ON CASH	3,041.85	0.00	3,041.85
160-1003-000	CLAIM ON CASH	44,662.61	0.00	44,662.61
170-1003-000	CLAIM ON CASH	274,367.61	0.00	274,367.61
180-1003-000	CLAIM ON CASH	104,409.36	0.00	104,409.36
182-1003-000	CLAIM ON CASH	148,527.66	0.00	148,527.66
183-1003-000	CLAIM ON CASH	71,221.69	0.00	71,221.69
185-1003-000	CLAIM ON CASH	0.08	0.00	0.08
258-1003-000	CLAIM ON CASH	(149,835.47)	0.00	(149,835.47)
259-1003-000	CLAIM ON CASH	198,794.99	0.00	198,794.99
405-1003-000	CLAIM ON CASH	13,962,327.47	0.00	13,962,327.47
408-1003-000	CLAIM ON CASH	(118,240.91)	0.00	(118,240.91)
409-1003-000	CLAIM ON CASH	(3,494,173.23)	0.00	(3,494,173.23)
410-1003-000	CLAIM ON CASH	23,001,954.85	0.00	23,001,954.85
410-1050-000	CASH IN BANK-CUSTOMER DEPOSITS	55,252.39	0.00	55,252.39
430-1003-000	CLAIM ON CASH	(831,624.19)	0.00	(831,624.19)
440-1003-000	CLAIM ON CASH	(4,670,438.75)	0.00	(4,670,438.75)
440-1005-000	CASH-LANDFILL CLOSURE	1,612,431.18	0.00	1,612,431.18
445-1003-000	CLAIM ON CASH	(459,562.67)	0.00	(459,562.67)
480-1003-000	CLAIM ON CASH	69,464.14	0.00	69,464.14
482-1003-000	CLAIM ON CASH	205,408.52	0.00	205,408.52
483-1003-000	CLAIM ON CASH	114,509.07	0.00	114,509.07
505-1003-000	CLAIM ON CASH	(41,209.70)	0.00	(41,209.70)
625-1003-000	CLAIM ON CASH	65,268.40	0.00	65,268.40
635-1003-000	CLAIM ON CASH	39,965.94	0.00	39,965.94
655-1003-000	CLAIM ON CASH	(62,069.75)	0.00	(62,069.75)
720-1003-000	CLAIM ON CASH	200,611.34	0.00	200,611.34
TOTAL CLAIM ON CASH		53,026,387.82	0.00	53,026,387.82
CASH IN BANK				
Cash in Bank				
999-1002-000	POOLED CHECKING	10,011,443.58	0.00	10,011,443.58
999-1060-000	CASH IN BANK PAYROLL	316,501.02	0.00	316,501.02
999-1080-000	SAFEKEEPING US BANK	32,124,020.49	0.00	32,124,020.49
999-1081-000	TEXPOOL INVESTMENT	3,412,824.53	0.00	3,412,824.53
999-1084-000	MONEY MARKET INVESTMENT	7,161,598.20	0.00	7,161,598.20
999-2900-000	BROKERAGE CD INTEREST SUSPENSE	0.00	0.00	0.00
999-2901-000	UNREALIZED GAIN/(LOSS) SUSPENSE	0.00	0.00	0.00
TOTAL: Cash in Bank		53,026,387.82	0.00	53,026,387.82
Wages Payable				
999-2005-000	WAGES PAYABLE	0.00	0.00	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
TOTAL: Wages Payable		0.00	0.00	0.00	
TOTAL CASH IN BANK		53,026,387.82	0.00	53,026,387.82	
<u>DUE TO OTHER FUNDS</u>					
999-2151-000	DUE TO OTHER FUNDS	53,026,387.82	0.00	53,026,387.82	
TOTAL DUE TO OTHER FUNDS		53,026,387.82	0.00	53,026,387.82	
Claim on Cash	53,026,387.82	Claim on Cash	53,026,387.82	Cash in Bank	53,026,387.82
Cash in Bank	53,026,387.82	Due To Other Funds	53,026,387.82	Due To Other Funds	53,026,387.82
Difference	0.00	Difference	0.00	Difference	0.00

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

AMENDMENT TO OIL & GAS LEASE

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

This Agreement is being entered into by and between the City of Big Spring, (as “Lessor”) and SOGC, LLC, successor in interest to Sinclair Oil & Gas Company and SOGC, Inc. (collectively “SOGC”), whose address is 550 East South Temple, Salt Lake City, Utah 84130, Chugash Exploration, L.P., whose address is 100 Lexington Street, Suite 1050, Fort Worth, Texas 76102, and Four Sevens Operating Co., Ltd., whose address is 306 W. 7th Street, Suite 1045, Fort Worth, Texas 76102, (collectively as “Lessee”)

RECITALS

WHEREAS, the City of Big Spring executed and delivered to Four Sevens Operating Co., Ltd., an Oil & Gas Lease dated March 9, 2017, as evidenced by that certain Memorandum of Oil and Gas Lease recorded in Volume 1615, Page 5 of the Official Public Records of Howard County, Texas, covering the lands described therein (hereinafter referred to as the "Subject Lands");

WHEREAS, the primary term of the Oil & Gas Lease was extended until May 1, 2021, as evidenced by that certain Extension, Ratification, and Revivor of Oil and Gas Lease recorded in Volume 1915, Page 534 of the Official Public Records of Howard County, Texas;

WHEREAS, the above described Oil & Gas Lease, together with all amendments and extensions thereto, is hereinafter referred to as the “Subject Lease” with all rights and privileges thereunder now being owned and held by Lessee, and as between the parties hereto, it is mutually desirable and advantageous to amend the Subject Lease;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby agree that the Subject Lease is hereby amended as follows:

1. The primary term of the Subject Lease is hereby amended and extended for an additional five (5) (5) years until **May 1, 2026**, such that, subject to the terms and provisions hereof, the term of the Subject Lease shall henceforth extend until the end of such primary term and as long thereafter as oil, gas or other minerals are produced from the lands covered by the Subject Lease or lands pooled therewith, or as long as this lease is continued in effect as otherwise provided by the terms of the Subject Lease; and,
2. The Exhibit “A” attached hereto and made a part hereof details two (2) tracts whose legal descriptions are to be amended as described therein and thirty-seven (37) tracts to be added to the Subject Lease.

In all other respects, except as expressly amended hereby, the Subject Lease shall remain in full force and effect as written, and for the same consideration hereinabove recited, the undersigned does hereby Adopt, Ratify and Confirm said Subject Lease, as the same is hereby amended, in all its terms and provisions, and does hereby Grant, Lease and Let to Lessee, its successors and assigns, the lands covered by the Subject Lease, as hereby amended, pursuant to and in accordance with the provisions of the Subject Lease, as hereby amended, and the undersigned does hereby declare that said Subject Lease, as hereby amended, in all its terms and provisions, is binding on the undersigned and that said Lease is a valid and subsisting Oil, Gas and Mineral Lease. All capitalized terms used herein and not expressly defined shall have the meanings given such terms in the Subject Lease.

This Amendment and the provisions herein shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this Amendment of Oil Gas Lease is executed as of the acknowledgment date of Lessor below and effective as of April 30, 2021 at 11:59 PM CST.

LESSOR:

THE CITY OF BIG SPRING

By: _____
Todd Darden, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HOWARD

This instrument was acknowledged before me on this ____ day of _____, 2024, by Todd Darden, City Manager of The City of Big Spring.

SEAL: _____
Notary Public, State of Texas

EXHIBIT "A"

The following two (2) tracts are to be AMENDED as follows:

Tract 86: 0.693 acres, more or less, being Lot 7, SAVE AND EXCEPT the East Ten Feet (E/10') of Lot 7, Block 18, CEDAR CREST ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas.

GOLIAD 0547

Tract 108: 1.59 acres, more or less, being all of Lot Nine (9), Block Seventeen (17), North Park Hill Addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas.

GOLIAD 0488

The following thirty-seven (37) tracts are to be ADDED:

Tract 111: 0.344 acres, more or less, out of the SE/4 of Section 42, Block 32, T-1-N, T. & P. Ry. Co. Survey, Howard County, Texas, being more particularly described by metes and bounds in that certain Deed dated December 30, 1954, from B. F. Logan and wife, Mabel H. Logan to the City of Big Spring, and recorded in Volume 208, Page 193 of the Deed Records of Howard County, Texas.

BAUER 0791 & STEERS 1922

Tract 112: 1.53 acres, more or less, out of the SW/4 of Section 6, Block 32, T-1-S, T. & P. Ry. Co. Survey, Howard County, Texas, being more particularly described by metes and bounds in Judgment of Condemnation dated November 26, 1956, Cause No. 1988, County Court, Howard County, styled City of Big Spring vs. Merle J. Stewart and E. E. Ellis, Independent Executors-Trustees of the Estate of W.P. Edwards, Deceased.

GOLIAD 0012

Tract 113: 0.0126 acres, more or less, being part of Lot 2, Block 86, ORIGINAL TOWN, an Addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, and being more particularly described by metes and bounds in that certain Warranty Deed dated May 15, 1978, from Simon Terrazas and wife, Claudine Terrazas, to the City of Big Spring, and recorded in Volume 472, Page 638 of the Deed Records of Howard County, Texas.

GOLIAD 0575

Tract 114: 1.3767 acres, more or less, out of Section 43, Block 32, T-1-N, T. & P. Ry. Co. Survey, Howard County, Texas, and also out of Section 6, Block 32, T-1-S, T. & P. Ry. Co. Survey, Howard County, Texas, being comprised of the following lands:

GOLIAD 1155

Lot 8, Block 17, North Park Hill Addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas;

Lots 1 and 10, Block 2, Brennand Addition; Lot 13, Block 13, North Park Hill Addition; and the "proposed street" lying norward of Lots 15 and 16, Block 12, North Park Hill Addition, and being the same lands as Tract Nos. 1, 2 & 3 described in Warranty Deed dated September 2, 1952, recorded in Volume 182, Page 51, Deed Records of Howard County, Texas, from Fox Striplin to the City of Big Spring;

Part of Lots 5 and 6, Block 18, Cedar Crest Addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, being more particularly described by metes and bounds in Warranty Deed dated February 9, 1978, recorded in Volume 486, Page 266, Deed Records of Howard County, Texas, from Kiwanis Club of Big Spring to the City of Big Spring; and

Part of Lot 16, Block 12, North Park Hill Addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, being more particularly described by metes and bounds in Warranty Deed dated June 15, 1978, recorded in Volume 475, Page 339, Deed Records of Howard County, Texas, from Sheree Phillips and Craig Parrott to the City of Big Spring.

Tract 115: : 0.161 acres, more or less, out of Section 12, Block 33, T-1-S, T. & P. Ry. Co. Survey, Howard County, Texas, being more particularly described by metes and bounds in a Warranty Deed dated

February 24, 1964, from Jean Lawrence Graham and husband, Eschol W. Graham, to the City of Big Spring, and recorded in Volume 334, Page 503 of the Deed Records of Howard County, Texas.

MARCY 0485

Tract 116: 1.00 acre, more or less, out of Section 44, Block 32, T-1-N, T. & P. Ry. Co. Survey, Howard County, Texas, being more particularly described by metes and bounds as the tract excepted in the "First Tract" of a Warranty Deed dated April 28, 1928, from Ben Allen and wife, Dona Belle Allen, to Cody M. Bell, and recorded in Volume 68, Page 568 of the Deed Records of Howard County, Texas.

MOSS 1414

Tract 117: 0.16 acres, more or less, out of Section 5, Block 32, T-1-S, T. & P. Ry. Co. Survey, Howard County, Texas, being more particularly described by metes and bounds in a Warranty Deed dated June 23, 1952, recorded in Volume 180, Page 437 of the Deed Records of Howard County, Texas, from Robert Rodman and wife, Mae Rodman, et al, to the City of Big Spring.

MOSS 1459

Tract 118: 0.100 acres, more or less, out of out of Section 44, Block 32, T-1-N, T. & P. Ry. Co. Survey, Howard County, Texas, being more particularly described by metes and bounds in a Deed dated January 10, 1956, recorded in Volume 223, Page 54 of the Deed Records of Howard County, Texas, from W. E. Davidson and wife, Nettie Davidson, to the City of Big Spring.

MOSS 1462

Tract 119: The West Twenty-Five Feet (W/25') of the North Eighty Feet (N/80') of Lot 22, Block 4, May Thixton Addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas.

MOSS 1470

Tract 120: The North Twenty Feet (N/20') of Lot 10, Block 19, McDowell Heights Addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas.

STEERS 0490

Tract 121: 0.099 acres, more or less, out of Tract 41 of the Wm. B. Currie Subdivision in the Southeast Quarter (SE/4) of Section 42, Block 32, T-1-N, T & P Ry. Survey, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, and being more particularly described by metes and bounds in an Affidavit of Facts executed on July 28, 2021, and recorded in Volume 2012, Page 750 of the Official Public Records of Howard County, Texas.

STEERS 1610

Tract 122: 1.3 acres, more or less, being a portion of Tracts 31 through 36 of the Wm. B. Currie Subdivision in the Southeast Quarter (SE/4) of Section 42, Block 32, T-1-N, T & P Ry. Survey, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, and being a tract of land described in a Quit Claim Deed dated August 22, 1957, recorded in Volume 247, Page 524 of the Deed Records of Howard County, Texas, from H. G. Castle to the City of Big Spring, SAVE AND EXCEPT a tract of land described in a Warranty Deed dated February 14, 1949, recorded in Volume 145, Page 210 of the Deed Records of Howard County, Texas, SAVE AND EXCEPT a tract of land described in a Warranty Deed dated July 21, 1950, recorded in Volume 156, Page 388 of the Deed Records of Howard County, Texas

STEERS 1866

Tract 123: 0.03 acres, more or less, out of out of Section 44, Block 32, T-1-N, T. & P. Ry. Co. Survey, Howard County, Texas, being more particularly described by metes and bounds in a Quit Claim Deed dated March 2, 1960, recorded in Volume 278, Page 454 of the Deed Records of Howard County, Texas, from C. W. Deats, A. E. True & T. C. Thomas, Trustees for Ray E. Fuller Post No. 2013, Veterans of Foreign Wars of the United States, by Granville Miller, Post Commander Veterans of Foreign Wars to the City of Big Spring.

WASHINGTON 0001

Tract 124: 0.154 acres, more or less, being a portion of Lots 3, 4, 5 & 6, Block 3, Boydston Addition (Amended), an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, and being more particularly described by metes and bounds in an Agreed Judgement dated August 25, 1976, recorded in Volume 453, Page 746 of the Deed Records of Howard County, Texas.

WASHINGTON 1234

Tract 125: 0.018 acres, more or less, being a portion of Lot 12, Block 5, Boydston Addition (Amended), an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, and being more particularly described by metes

and bounds in an Agreed Judgement dated March 5, 1976, recorded in Volume 494, Page 308 of the Deed Records of Howard County, Texas.

WASHINGTON 1345

Tract 126: 0.028 acres, more or less, being a portion of Lot 1, Subdivision "A", Block 1, Fairview Heights Addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, and being more particularly described by metes and bounds in a Deed dated April 4, 1961, recorded in Volume 293, Page 371 of the Deed Records of Howard County, Texas, from Lillie A. Read and Earle A. Read to the City of Big Spring.

WASHINGTON 1350

Tract 127: 0.179 acres, more or less, out of out of Section 5, Block 32, T-1-S, T. & P. Ry. Co. Survey, Howard County, Texas, being more particularly described in a Warranty Deed dated September 27, 1971, recorded in Volume 422, Page 289 of the Deed Records of Howard County, Texas, from E. G. Rainey, Sr., and wife, to the City of Big Spring.

WASHINGTON 1354

Tract 128: 0.52 acres, more or less, out of out of the Southwest Quarter (SW/4) of Section 5, Block 32, T-1-S, T. & P. Ry. Co. Survey, Howard County, Texas, being more particularly described in a Quit Claim Deed dated October 27, 1959, recorded in Volume 274, Page 77 of the Deed Records of Howard County, Texas, from Big Spring Independent School District to the City of Big Spring.

WASHINGTON 1358

Tract 129: 0.88 acres, more or less, out of out of the Southwest Quarter (SW/4) of Section 5, Block 32, T-1-S, T. & P. Ry. Co. Survey, Howard County, Texas, being more particularly described in a Quit Claim Deed dated October 27, 1959, recorded in Volume 274, Page 79 of the Deed Records of Howard County, Texas, from Big Spring Independent School District to the City of Big Spring.

WASHINGTON 1359

Tract 130: 1.42 acres, more or less, out of out of the Southwest Quarter (SW/4) of Section 5, Block 32, T-1-S, T. & P. Ry. Co. Survey, Howard County, Texas, being more particularly described in a Quit Claim Deed dated October 27, 1959, recorded in Volume 274, Page 81 of the Deed Records of Howard County, Texas, from Big Spring Independent School District to the City of Big Spring.

WASHINGTON 1360

Tract 131: 0.0208 acres, more or less, being a portion of Lot 1, Block 19, Boydstun Addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, and being more particularly described by metes and bounds in a Deed dated March 24, 1943, recorded in Volume 114, Page 304 of the Deed Records of Howard County, Texas, from O. D. Dillingham to the City of Big Spring.

WASHINGTON 1361

Tract 132: 2.5 acres, more or less, out of out of Section 44, Block 32, T-1-N, T. & P. Ry. Co. Survey, Howard County, Texas, being more particularly described by metes and bounds in a Deed dated October 30, 1934, recorded in Volume 91, Page 23 of the Deed Records of Howard County, Texas, from Annabel Birdwell to the City of Big Spring.

WASHINGTON 1362

Tract 133: 0.8086 acres, more or less, out of out of Section 44, Block 32, T-1-N, T. & P. Ry. Co. Survey, Howard County, Texas, being more particularly described by metes and bounds in a Deed dated February 2, 1937, recorded in Volume 97, Page 404 of the Deed Records of Howard County, Texas, from Annabel Birdwell to the City of Big Spring.

WASHINGTON 1363

Tract 134: 0.149 acres, more or less, being all of Lot Seven (7), in Block Six (6), ADELL ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, and being the property located at 1400 W 1st Street, Big Spring, Texas.

CEXP 0178

Tract 135: 0.482 acres, more or less, being Lots Eight (8), Nine (9) and Ten (10), in Block Four (4), BOWSER ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, and being the property located at 101 Dillworth Street, Big Spring, Texas.

CEXP 0158

Tract 136: 0.132 acres, more or less, being all of Lot Three (3), in Block Five (5), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, and being the property located at 1508 Meadow Avenue, Big Spring, Texas.

CEXP 0192

Tract 137: 0.108 acres, more or less, being all of Lot Four (4), in Block Five (5), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, and being the property located at 1506 Meadow Avenue, Big Spring, Texas.

CEXP 0193

Tract 138: 0.149 acres, more or less, being all of Lot Seven (7), in Block Six (6), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, and being the property located at 1600 Meadow Avenue, Big Spring, Texas.

CEXP 0189

Tract 139: 2.592 acres, more or less, being all of Blocks Five (5) and Six (6), Parker Addition, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the County Clerk's Office of Howard County, Texas.

CEXP 0047

Tract 140: 0.149 acres, more or less, being all of Lot Nine (9), in Block Two (2), PRICE ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas.

CEXP 0080

Tract 141: 0.140 acres, more or less, being Lot One (1), in Block Three (3), ROSEMONT ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 11 Channing Street, Big Spring, Texas.

CEXP 0195

Tract 142: 0.146 acres, more or less, being Lot Two (2), in Block Three (3), ROSEMONT ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 13 Channing Street, Big Spring, Texas.

CEXP 0196

Tract 143: 0.146 acres, more or less, being Lot Three (3), in Block Three (3), ROSEMONT ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 15 Channing Street, Big Spring, Texas.

CEXP 0197

Tract 144: 0.146 acres, more or less, being Lot Four (4), in Block Three (3), ROSEMONT ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 17 Channing Street, Big Spring, Texas.

CEXP 0198

Tract 145: 1.85 acres, more or less, out of the Northeast Quarter (NE/4) of Section 32, Block 33, T-1-N, T & P Ry. Co. Survey, Howard County, Texas, being a portion of a 3.806 tract of land described in a Warranty Deed dated June 29, 1965, from Ollie Denton Decker and husband to the City of Big Spring, and recorded in Volume 355, Page 25 of the Deed Records of Howard County, Texas, and being the portion of said tract lying only within Section 32, Block 33, T-1-N, T & P. Ry Co. Survey, Howard County, Texas.

CEXP 0216

Tract 146: 0.057 acres, more or less, out of the Northeast Quarter (NE/4) of Section 32, Block 33, T-1-N, T & P Ry. Co. Survey, Howard County, Texas, being more particularly described as follows:

Starting at a point in the north line of Section 32, Block 33, T-1-N, Howard County, Texas, which bears S. 74 deg. 37' W. 1417.48 feet from the northeast corner of said Section 32;

THENCE S. 17 deg. 06' E. 142.68 feet to a point;

THENCE S. 74 deg. 59' W. 331.44 feet to the place of beginning being the Southeast corner of this tract;

THENCE N. 15 deg. 25' W. 50.0 feet to a point for the Northeast corner of this tract;

THENCE S. 74 deg. 59' W. 50.0 feet to a point for the Northwest corner of this tract;

THENCE S. 15 deg. 25' E. 50.0 feet to a point for the Southwest corner of this tract;

THENCE N. 74 deg. 59' E. 50.0 feet to the place of beginning and Southeast corner of this tract.

CEXP 0215

Tract 147: 0.149 acres, more or less, out of Section 32, Block 33, T-1-N, T & P Ry. Co. Survey, Howard County, Texas, being more particularly described by metes and bounds in a Deed dated July 10, 1956, recorded in Volume 231, Page 11 of the Deed Records of Howard County, Texas, from D. E. Weatherly and wife, Nancy Jane Weatherly, to the City of Big Spring.

CEXP 0234

It is the intent of Lessor to include any mineral interest under any and all tracts of land lying within the East One-Half (E/2) of Section 32, Block 33, T-1-N, T & P Ry. Co. Survey, Howard County, Texas, including, but not limited to, Tract Nos. 134-147 herein.

Amend. Tract #	UT #	GROSS	MI	NET	NOTES
86	GOLIAD 0547	-	-	-	paid for nma on initial lease bonus...including simply to correct legal description
108	GOLIAD 0488	0.341	1.000	0.341	paid for 1.249 nma on initial lease bonus...need to pay for additional acreage captured
111	BAUER 0791 & STEERS 1922	0.344	1.000	0.344	only legal description available covers both tracts...cannot split
112	GOLIAD 0012	1.53	1.000	1.53	
113	GOLIAD 0575	0.0126	1.000	0.0126	
114	GOLIAD 1155	1.3767	1.000	1.3767	
115	MARCY 0485	0.161	0.500	0.0805	
116	MOSS 1414	1.00	1.000	1	
117	MOSS 1459	0.16	1.000	0.16	
118	MOSS 1462	0.100	1.000	0.1	
119	MOSS 1470	0.046	1.000	0.046	
120	STEERS 0490	0.064	1.000	0.064	
121	STEERS 1610	0.099	0.500	0.0495	
122	STEERS 1866	1.3	1.000	1.3	
123	WASHINGTON 0001	0.03	1.000	0.03	
124	WASHINGTON 1234	0.154	1.000	0.154	
125	WASHINGTON 1345	0.018	1.000	0.018	
126	WASHINGTON 1350	0.028	1.000	0.028	
127	WASHINGTON 1354	0.179	0.500	0.0895	
128	WASHINGTON 1358	0.52	1.000	0.52	
129	WASHINGTON 1359	0.88	1.000	0.88	
130	WASHINGTON 1360	1.42	1.000	1.42	
131	WASHINGTON 1361	0.0208	1.000	0.0208	
132	WASHINGTON 1362	2.5	1.000	2.5	
133	WASHINGTON 1363	0.8086	1.000	0.8086	
134	CEXP 0178	0.149	1.000	0.149	
135	CEXP 0158	0.482	1.000	0.482	
136	CEXP 0192	0.132	1.000	0.132	
137	CEXP 0193	0.108	1.000	0.108	
138	CEXP 0189	0.149	1.000	0.149	
139	CEXP 0047	2.592	1.000	2.592	
140	CEXP 0080	0.149	1.000	0.149	
141	CEXP 0195	0.14	0.500	0.07	
142	CEXP 0196	0.146	0.500	0.073	
143	CEXP 0197	0.146	0.500	0.073	
144	CEXP 0198	0.146	0.500	0.073	
145	CEXP 0216	1.85	0.500	0.925	
146	CEXP 0215	0.057	0.500	0.0285	
147	CEXP 0234	0.149	1.000	0.149	
		19.488		18.026	

OIL AND GAS LEASE

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OIL AND GAS LEASE

THIS AGREEMENT IS EFFECTIVE the 9th day of March, 2017 between the City of Big Spring, Texas, a Texas home-rule municipality whose address is 310 Nolan , Big Spring, Texas 79720, Attention: City Mayor, hereinafter called "Lessor"; and Four Sevens Operating Co., Ltd., whose address is 777 Taylor St. Ste. 1090 Ft. Worth, Texas 76102, , hereinafter called "Lessee."

1. Lessor in consideration of Ten and No/ 100 (\$10.00) and other valuable cash consideration receipt of which is hereby acknowledged, for the royalties herein provided and of the covenants, agreements and obligations hereinafter set forth and contained, hereby grants, leases and lets unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas. The land covered hereby (herein "the Land", "Leased Premises" or "Premises"), is located in the county of Howard, State of Texas, and is described as shown in Exhibit "A".

For the purpose of determining the amount of any bonus or other payment hereunder said land shall be deemed to contain **57.49112125 net acres**, whether actually containing more or less, as summarized in Exhibit "B".

Lessor expressly reserves all minerals other than oil and gas, and all surface rights, it being expressly understood and agreed that Lessee shall have no right to use the surface of lands, even insofar as such use might be reasonable and necessary to the enjoyment of the oil and gas leasehold estate conveyed hereby or as might be reasonable and necessary to its enjoyment of any mineral interests covering all or part of said lands, save and except to the extent surface rights are expressly granted to Lessee as contained herein or as amended by separate written consent of Lessor acting by and through the City Manager or other designee.

2. Subject to the other provisions herein contained, this Lease shall be for a term of three (3) years from this date (called "Primary Term") and as long thereafter as oil and/or gas is produced in paying quantities from said land. "Paying quantities" as used in this lease shall mean the interest in production of oil and gas acquired by Lessee herein after the deduction of (1) royalties provided for herein, and (2) all of the non-cost-bearing leasehold burdens of whatever nature owned by third parties which were created by Lessee, its heirs, successors and assigns sufficient to yield a return in excess of operating expenses. "Operating expenses" for purposes hereof shall mean expenses of operation including reasonable overhead expenses, and exclusive of drilling, completing, casing repair and equipping expenses. All of the foregoing shall be calculated for the last six (6) calendar months.

3. When production of oil and/or gas is secured during the term of this lease, Lessee agrees to pay or cause to be paid to Lessor at its address shown above:

- (a) **Oil.** Royalty payable on oil which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment as hereinafter provided, shall be one-fourth (1/4) part of the gross production or the amount realized therefrom by Lessee computed at the point of sale, at the option of Lessor. Lessee agrees that before any gas produced from the lease premises is sold, used or processed in a plant it will be run free of cost to the parties entitled to royalties in an adequate oil and gas separator of conventional type, or other equipment at least as efficient, so that all liquid hydrocarbons recoverable from the gas by such means will be recovered.

- (b) Non-Processed Gas. Royalty on any gas which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (a) above produced from any well on said land (except as provided herein with respect to gas processed in a plant where there is extraction of gasoline, liquid hydrocarbons or other products) shall be one-fourth (1/4) part of the gross production or the amount realized therefrom by Lessee computed at the point of sale, at the option of Lessor; provided that the maximum pressure base in measuring the gas under this lease shall not at any time exceed 14.65 pounds per square inch absolute and the standard base temperature shall be 60 degrees Fahrenheit, correction to be made for pressure according to Boyle's Law and for specific gravity according to tests made by the Balance Method or by the most generally accepted method of testing being used by the industry at the time of testing.
- (c) Processed Gas. Royalty on any gas processed in a gasoline plant or other plants for the recovery of gasoline or other liquid hydrocarbons shall be one-fourth (1/4) part of the residue gas and the liquid hydrocarbons extracted or the amount realized therefrom by Lessee computed at the tailgate of the plant, at the option of Lessor; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary, or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be the greater of eighty-five percent (85%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arm's length (or if there is no such third party the highest percent then being specified in processing agreements or contracts in the general area). The respective royalties on residue gas and on liquid hydrocarbons shall be determined by the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades for liquid hydrocarbons, F.O.B. at the plant in which said gas is processed).
- (d) Other Products. Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead", "dry" or any other gas, by fractioning, burning or any other processing shall be twenty-five percent (25%) of the gross production of such product or the amount realized by Lessee therefrom at processing point thereof, at the option of the Lessor, such market value to be determined as follows:
- (1) On the basis of the market price received at processing point of each product for the same month in which such product is produced; or
 - (2) On the basis of the average gross sale price received at processing point of each product for the same month in which such product is sold, whichever is greater.
- (e) Generation of Electricity. In the event gas is utilized by Lessee for the generation of electricity for use either on said land or otherwise, royalty shall be payable and be based upon the market value of the gas utilized in such generation or the market value of the electricity so used, whichever is higher.
- (f) Minimum Royalty. One year after the expiration of the primary term and each year thereafter during the term of this Lease, Lessee shall pay to Lessor an amount equal to the positive difference, if any, between an amount equal to Two Thousand, Five Hundred and No/100 Dollars (\$2,500.00) per well, without proportionate reduction, (the "minimum royalty") and royalties from this Lease actually paid and received in the immediately previous lease year. Such amount shall be due and payable within sixty (60) days after each anniversary date of this Lease unless payment for the immediately preceding year is waived in writing by the City Manager. No minimum royalty is due if royalties from this Lease actually paid and received during the previous lease year were greater than the minimum royalty.

4. Notwithstanding anything herein to the contrary, including the provisions of Paragraph 3 herein, Lessee agrees that all royalties accruing under this lease (including those paid in kind) shall be without deduction, directly or indirectly, for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products hereunder ready for sale or use. In determining value of all royalties payable hereunder such value shall be determined without deduction for said costs. In no event shall Lessor ever be required to execute a division order as a condition to receiving any royalty payment. If Lessor agrees to execute a division order, no such division order shall amend or alter any term of this lease.

5. If Lessee enters into a Gas Purchase Contract which contains what is commonly referred to as a "take or pay provision" (such provision meaning that the gas purchaser agrees to take delivery of a specified minimum volume or quantity of gas over a specified term at a specified price or to make minimum periodic payments to producer for gas not taken by the purchaser) and the purchaser under such Gas Purchase Contract makes payments to Lessee by virtue of such purchaser's failure to take delivery of such minimum volume or quantity of gas, then Lessor shall be entitled to one fourth (1/4) of all such sums paid to Lessee or producer under the "pay" provisions of such Gas Purchase Contract. Said royalty payments shall be due and owing to Lessor within sixty (60) days after receipt of such payments by Lessee. Any royalty payments made to Lessor under the "pay" obligation of any "take or pay" Gas Contract shall be applied as a credit towards Lessee's royalty obligation. If the gas purchaser makes up such gas within the period called for in the gas contract, and Lessee is required to give such purchaser a credit for gas previously paid for but not taken, then Lessor shall not be entitled to royalty on such make-up gas. If Lessee is not producing gas in paying quantities from the Leased Premises but is receiving payments under the "pay" portion of such "take or pay" gas purchase contract provision, such payments shall not relieve Lessee of the duty to make shut-in royalty payments if Lessee desires to continue this lease, but such "take or pay" royalty payments shall be applied as a credit against any shut-in royalty obligation of the Lessee. Lessor shall be a third party beneficiary of any gas purchase contract and/or transportation agreement entered into between Lessee and any purchase and/or transporter or pipeline company of Lessor's gas, irrespective of any provision of said contracts to the contrary. Further, Lessor shall be entitled to one fourth (1/4) of the value of any benefits obtained by or granted to Lessee from any gas purchaser and/or transporter from the amendment, modification, extension, alteration, consolidation, transfer, translation or settlement of any gas purchase contract and/or transportation agreement on its respective ownership interests.

6. Notwithstanding anything contained in paragraph 3 or elsewhere in this lease to the contrary, Lessor at any time on sixty (60) days prior notice in writing to Lessee, may require that payment of all or any part of the royalties accrued to Lessor under this lease on oil, gas or any product be made in kind effective as of the first day of the calendar month next following the expiration of said sixty (60) day period or if payment of any such royalties are then being made to Lessor in kind, require that such in kind payment cease and that payment of such royalties thereafter be made as provided in paragraph 3 of this lease. In the event Lessor elects to take in kind, Lessee shall make all its leasehold and pipeline facilities available for Lessor's use with reasonable charge therefor but not to include any charges for capitalized costs or depreciation.

7. Notwithstanding provisions of paragraph 3 herein to the contrary, if gas or gas-condensate and/or other liquefiable hydrocarbon should be discovered on said land in paying quantities and after the expiration of the primary term or in the event that this lease is not maintained in effect by any other provision, and such substance or substances are not being sold or used for lack of a suitable market, Lessee may pay as royalty (called "shut-in royalty") the sum of Two Thousand, Five Hundred and no/ 100 Dollars (\$2,500.00) per well, without proportionate reduction, each year commencing on or before ninety (90) days after the well is shut-in or this lease ceases to be maintained in effect pursuant to any other provision, whichever is later, and annually thereafter for a period not to exceed two (2) consecutive years after the expiration of the primary term hereof. Said payment may be mailed to Lessor at its address stated herein on or before said due date.

8. Within one hundred twenty (120) days following the date of first sale of oil and/or gas produced from the leased premises, all royalties from such production due Lessor by virtue of this Lease shall be paid to Lessor or its agent, successors and/or assigns, and such royalties shall be paid on a monthly basis thereafter. If said initial payment is not so made, this Lease shall be subject to termination by Lessor by notice in writing to Lessee as described below. From and after the date the initial payment is made all further payments of oil royalty shall be made within thirty (30) days following the last of the month during which production occurred and with respect to gas within sixty (60) days following the last of the month during which gas production occurred. In the event such further payments are not so made, Lessor shall have the right to terminate this Lease by furnishing a written notice

to Lessee and such termination shall be effective sixty (60) days from the date such notice is mailed. Termination of this Lease, however, shall not take effect if payment is received by Lessor within sixty (60) days after Lessee's receipt of said notice or Lessee has given written notice of reasonable basis for such non-payment and all undisputed royalties then due are paid within said sixty (60) days. Any royalties provided for in this Lease which are suspended or not paid to Lessor within the time period specified therefor shall accrue interest, at the highest lawful rate per annum from due date until paid. Acceptance by Lessor of royalties which are past due shall not act as a waiver of its rights to receive or recover any and all interest due thereon under the provisions hereof. In the event of termination of the Lease for failure to timely pay royalties, at option of Lessor, all wells, all equipment and production, which are physically located on the leased premises of the City of Big Spring lease, remaining on the leased premises at the time of such termination shall become the property of Lessor and Lessee shall convey all of its interests in other leases on said land to Lessor.

As security for the payment of the royalties hereunder, Lessee agrees by acceptance hereof that Lessor shall have a first lien and security interest upon the leasehold estate created hereby, the personal property and equipment thereon and the proceeds of production accruing to both Lessor and Lessee and that this lease shall be sufficient as a security agreement and financing statement in all respects.

9. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of Lease as to any part or all of said land. At such time as this lease or a portion thereof has terminated and Lessor makes a demand for such a release, Lessee shall promptly execute and deliver such release to Lessor, failing in which Failure to deliver a release as provided herein shall entitle Lessor to file a Notice of Termination in the real property records of Howard County designating those parts of the Leased Premises as to which the lease has terminated.

10. Subject to the provisions of paragraph 11 hereof, if after the expiration of the primary term the production of oil or gas should cease from any cause, this lease shall remain in force as long as additional drilling or reworking operations are conducted upon said land with no cessation of more than sixty (60) consecutive days in a good faith effort to discover and produce oil and/or gas and so long thereafter as oil or gas is produced in paying quantities.

11. Notwithstanding anything herein contained to the contrary, at the end of the Primary Term this Lease shall terminate as to all or any portion of the Lease Premises not then producing unless Lessee is then conducting drilling operations or has completed or plugged and abandoned a well within one hundred eighty days prior to the expiration of the Primary Term. In either event, this Lease shall remain in force so long as Lessee is engaged in continuous drilling operations on said lands. Such operation shall be deemed continuous if not more) one hundred eighty days elapse between the completion or abandonment of one well (including the well completed or plugged and abandoned within one hundred eighty days prior to the expiration of the Primary Term) and the commencement of actual drilling operations on the next well. For purposes of this paragraph, "completion" shall be defined as the earlier of the date of first sales or a date that is sixty (60) days after drilling rig release. Upon Lessee's failure so to drill, this Lease shall terminate except as follows:

- (a) If Lessee has completed a vertical well on said land which is producing, or capable of producing , oil or gas in commercial quantities, then this Lease shall continue in effect as to a tract not to exceed the minimum number of acres for a proration or spacing unit under applicable special field rules, or if there are no special field rules in effect, then forty (40) acres (plus 10% tolerance) around each such well;
- (b) If Lessee has completed a horizontal well on said land which is producing, or capable of producing, oil or gas in commercial quantities, then this lease shall continue in effect as to a tract of land around each such well not to exceed the minimum number of acres for a spacing or proration unit for vertical wells under applicable special field rules, or if there are no special field rules in effect, forty (40) acres around each

well, plus so much additional acreage as may be permitted pursuant to Rule 86 of the Texas Railroad Commission rules and regulations, plus a tolerance of ten percent (10%), around each such well.

In each case, the acreage around such oil or gas well is to be limited as to depths from the surface of the earth down one hundred feet (100') below the base of the deepest then producing formation.

Thereafter, Lessee shall promptly execute and deliver to Lessor a recordable release of this Lease and to lands and depths as to which the Lease has terminated. Upon such partial termination each such producing proration unit shall become a separate lease subject to all the terms and provisions hereof so that production and/or operations from one such producing proration unit shall not constitute production and/or operations on any other such proration unit. It is agreed that so long as this Lease remains in force as to any part of said land, any portion of the land as to which this Lease expires may, nevertheless, be used by Lessee, its successors and assigns, to the extent reasonably necessary for ingress and egress for gathering, transporting, treating, processing and storing oil and/or gas produced from the land as to which this Lease remains in force, subject however, to all other terms of this Lease, including Lessor's retained right to designate and approve in advance all surface use and access details. Provided, however, if at any time after the expiration of said continuous drilling operations, the applicable field rules for said wells are changed or the well or wells located thereon are reclassified as oil or gas wells so that less acreage is thereafter allocated to said well or wells for spacing purposes, this Lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for spacing purposes unless Lessee commences operations on the unproductive acreage within one hundred twenty (120) days after written notice from Lessor to release acreage; in the event of such release, Lessee shall release acreage that is entirely contiguous.

12. Lessee shall have the use free from royalty of oil and gas produced from said land in all operations hereunder except the production of electricity.

13. Lessee shall not have the right to use water for any operations from said Lease without the advance written consent of the City Manager and obligates itself to protect the potable water in, under and on said lease premises from contamination from oil and gas operations. When required by the Lessor, Lessee obligates itself to leave all or the part of the casing in any well drilled at no expense to Lessor. Any water well permitted to be drilled on the Leased Premises shall be left in a cased and serviceable condition and shall become the property of Lessor upon completion of the operation for which such well was permitted by Lessor.

Lessee covenants and agrees to exercise due diligence and good oilfield practices to protect fresh water strata or sources of supply underlying the Premises from pollution or contamination, including without limitation contamination from oil, gas, brine and/or salt water produced from wells situated on lands covered by this Lease. Without the advance written consent of the City Manager, Lessee shall not dispose of any salt water or produced water or other fluids of any sort on the Premises. To the extent that Lessee is permitted to dispose of salt water or other water produced from the Premises pursuant to written agreement with Lessee acting through its City Manager, Lessee shall pay to Lessor a disposal fee of not less than \$0.50 per barrel or such higher fee as Lessor and Lessee may agree, at the same time and in the same manner as provided for the payment of royalties in paragraph 3 of this Lease. Lessee shall not under any circumstances accept off-Premises fluids of any type for disposal in any facility permitted hereunder without the advance consent of the City Council.

14. Lessee agrees to pay the owner of the surface of said land for all damages to said land, improvements, and Lessor's property arising or growing out of any operations of Lessee under this lease. All payments for damages to property shall be paid to the owner of damaged or destroyed property. The below listed amounts are the minimum amounts to be paid by Lessee for surface damages to the land:

- (a) for each drilling or well location, provided that the location does not exceed two (2) acres. If the location exceeds two (2) acres, then the damages shall be increased by an amount equal to per acre for all areas in excess of two (2) acres which is utilized in such location;

- (b) per acre for all other land included in the pad for each tank battery location for each tank battery which is not located in the same pad or location as a well;
- (c) per frac pit, not to exceed one-half (1/2) acre;
- (d) All pipelines, or any other transmission lines considered to be permanent, which are placed on said land pursuant to this lease shall be buried so that the top of the pipeline or transmission line, as the case may be, is more than 36" below the ground

Lessee agrees to exercise its rights to use the surface of the land in such a manner and to locate all roads, pipelines and other structures which it has the right to locate upon said land under the provisions hereof at such locations so as to reduce the interference with the use of said land for farming or ranching purposes to a minimum, and, without limitation of the foregoing Lessee further agrees to consult with the owner or owners of the surface, regarding locations of all wells, tank battery sites, roads, pipelines and other improvements, to the extent feasible to locate the same at locations satisfactory to the owners of the surface. All drill sites, well locations and other portions of the surface of the lease premises shall be kept free of weeds, noxious vegetation, and debris generated by or resulting from Lessee's operations. While debris may be temporarily stored in pits, Lessee shall not leave, abandon, or cover over any debris at the termination of operations or this Lease, but shall remove all of it from the lease premises.

Lessee further agrees to compensatory damages to any buildings, damaged by Lessee.

It is agreed that none of the Lessee's employees, agents, contractors, nor any person coming upon said land with permission of Lessee or in connection with the exercise by lessee of any of the rights granted herein shall have the right to hunt upon the land of Lessor, nor shall any of them have any right to take upon the premises any firearm of any character

Lessee agrees, if requested in writing by Lessor or his/her authorized agent, to furnish to Lessor copies of all Title Opinions, Abstracts of Title pertaining to the subject lands, as well as any Electrical Logs, Coring Records, Drillstem Tests, Daily Drilling Reports or Drilling Mud Analysis Logs, which have been obtained from any well or wells drilled by Lessee on the leased premises. Lessee further agrees to divulge to Lessor true and correct information as to each well drilled on the leased premises, the production therefrom and such technical information as Lessee may acquire with respect to the sands, zones, and formations encountered in any such well. Such information, documentation and reports shall be furnished Lessor within sixty (60) days after receipt by Lessee. With regard to all wells drilled on the leased premises, Lessor shall have the right to have full information as to production and full access to copies of all reports filed with the Railroad Commission of Texas. Lessee shall furnish to Lessor without any warranty to Lessee and shall be used by Lessor at Lessor's sole risk.

15. The provisions of this Lease shall extend to and bind the heirs, successors and assigns of the parties hereto and shall constitute covenants running with the land hereby leased. In order to assure Lessor that operations hereunder shall be conducted by responsible parties for the mutual benefit of the Lessor and Lessee hereunder, Lessee agrees that no assignment of any part or all of Lessee's interest shall be made without the prior written consent of Lessor, which consent cannot be unreasonably withheld and Lessor shall be furnished with a complete address and telephone number of any assignee of this Lease in addition to a recorded copy of any and all permitted assignments of this Lease. If Lessee fails to secure prior written consent to any assignments, said Assignment shall be void. Lessor shall be under no obligation, implied or otherwise, to approve any proposed assignment by Lessee or its permitted successors.

The rights and estate of Lessor may be assigned from time to time in whole or in part. All the covenants, obligations and consideration of this Lease shall extend to and be binding upon the parties hereto, their respective heirs, successors and assigns. No change or division of the ownership of said land, royalties or other monies or any part hereof however effected shall increase the obligation or diminish the rights of Lessee including, but not limited to the location in drilling of wells and the measurement of production. Notwithstanding any other actual or

constructive knowledge or notice thereof or to Lessee, its successors or assigns, no change or division of the ownership of said lands or of the royalties or other monies or the right to receive the same shall be binding upon the then record owner of this Lease until thirty (30) days after there has been furnished to such record owner notice of such change or division supported by either original or duly certified copies of the instruments which have been properly filed for record which evidences such change of division and of any such court records and proceedings, transcripts or other documents as shall be necessary to establish the validity of such division or change. The assignment or relinquishment of rights under this Lease shall be governed by the provisions of Subchapter D, Chapter 66, Texas Education Code and the Rules. Any assignment or relinquishment shall not relieve the Lessee of any obligations theretofore accrued hereunder, or impair the lien provided for by law and in this Lease.

16. LESSEE AGREES TO RELEASE, DISCHARGE, ACQUIT, INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR, AND LESSOR'S REPRESENTATIVES, COUNCIL MEMBERS, BOARD MEMBERS, AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS AND ANY OTHER PERSON ACTING UNDER LESSOR'S DIRECTION AND/OR CONTROL, LESSOR'S INDEPENDENT CONTRACTORS, AND LESSOR'S SUCCESSORS AND ASSIGNS, AGAINST ALL EXPENSES, CLAIMS, DEMANDS, LIABILITIES AND CAUSES OF ACTION OF ANY NATURE FOR INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, EXPERT FEES, AND COURT COSTS, CAUSED BY OR ARISING OUT OF LESSEE'S OPERATIONS ON THE LAND, OR BY ANY ACT OR OMISSION OF LESSEE, OR BY LESSEE'S MARKETING OF PRODUCTION FROM THE LAND OR ANY VIOLATION OF ANY ENVIRONMENTAL REQUIREMENTS BY LESSEE. AS USED IN THIS PARAGRAPH, THE TERM "LESSEE" INCLUDES LESSEE, ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS AND ANY OTHER PERSON ACTING UNDER ITS DIRECTION AND CONTROL, AND ITS INDEPENDENT CONTRACTORS. THIS INDEMNITY SHALL BE AS GREAT AS THE LAW ALLOWS, AND LESSEE SHALL INDEMNIFY AND HOLD LESSOR HARMLESS FOR ALL LOSS, COST, DAMAGE OR EXPENSE OF EVERY KIND AND NATURE, WHETHER THE RESULT OF THE SOLE NEGLIGENCE, CONCURRENT OR COMPARATIVE NEGLIGENCE OR STRICT LIABILITY OF LESSEE. TO THE EXTENT AND ONLY TO THE EXTENT, THE FOREGOING INDEMNITIES ARE, BY LAW, ONLY ENFORCEABLE IF SUPPORTED BY AVAILABLE LIABILITY INSURANCE, LESSEE AGREES THAT THE INSURANCE PROVIDED FOR IN THIS PARAGRAPH ARE INTENDED TO SATISFY ANY COVERAGES AND DOLLAR LIMITS OF LIABILITY PROVIDED BY APPLICABLE STATUTES. TO THE EXTENT, AND ONLY TO THE EXTENT, THE FOREGOING INDEMNITIES ARE, BY LAW, EITHER INAPPLICABLE OR NOT ENFORCEABLE, LESSEE AND LESSOR SHALL EACH BE RESPONSIBLE FOR THE RESULTS OF ITS OWN ACTIONS AND FOR THE ACTIONS OF THOSE PERSONS AND ENTITIES OVER WHICH IT EXERCISES CONTROL. LESSEE'S INDEMNITY OBLIGATIONS SURVIVE THE TERMINATION OF THIS LEASE.

Lessee, Four Sevens Operating Co. Ltd., is insured through Alliant Insurance Services, Inc., Lessee and any person acting on Lessee's behalf under this Lease carries the following insurance with one or more insurance carriers licensed by the Texas Department of Insurance at any and all times such party or person is on or about the Premises or acting pursuant to this Lease, in such amounts as stated below or as from time to time may be reasonably required by Lessor:

- i. Worker's Compensation Insurance to cover full liability under the Worker's Compensation laws of the state in which the Contract Area is located;
- ii. Employer's Liability Insurance with limits of not less than \$500,000.00 for accidental injury or death of one or more employees;
- iii. Comprehensive General Public Liability Bodily Injury Insurance with limits of liability of not less than \$5,000,000.00 for the accidental injury or death of one person, and \$5,000,000.00 for accidental injury or death of more than one person as the result of one accident or occurrence;

- iv. Comprehensive General Public Liability Property Damage Insurance with limits of not less than \$ 1,000,000.00 for damage to property as a result of one accident or occurrence;
- v. Automobile Public Liability and Property Damage Insurance combined with the limits of not less than \$500,000.00 for injuries to or death of one person or property damage, and \$1 ,000,000.00 for injuries to or death of more than one person and property damage as the result of one accident ;
- vi. Umbrella Liability with limits of not less than \$5,000,000 .00 per occurrence; and
- vii. Care, custody, and control coverage with limits of not less than \$100,000.00, or in lieu of coverage, Broad Form Property Damage endorsement.

The Lessee shall cause Certificates of Insurance evidencing the above coverage to be provided promptly upon request to Lessor, or to such other representative of Lessor as Lessor may from time to time designate but in any event in advance of conducting any physical entry on the Leased Premises. The insurance policies required above except under item (i), shall name The City of Big Spring, Texas, as additional insured with regard to the Leased Premises; shall reflect that the City of Big Spring, Texas will receive thirty (30) days prior written notice of cancellation or material changes in coverage; and shall reflect that the insurer has waived any right of subrogation against the City of Big Spring, Texas.

The amount or amounts of all required policies shall not be deemed a limitation of the Lessee's agreement to indemnify and hold harmless the City, its representatives, council member, board members, agents, employees, servants, contractors, and assigns.

17. This Lease is executed without warranty, express or implied. If Lessor owns less than the entire estate in oil and gas in all or any part of said land, royalties payable hereunder shall be paid only in the proportion which the interest covered by this Lease bears to the whole and undivided fee simple estate except as otherwise expressly provided for in this Lease.

18. In the event a well or wells are brought in on adjacent land and within three hundred thirty feet (330') of this lease or if any well be draining a portion of the lease premises, Lessee agrees, within one hundred and eighty (180) days after such offset well commences actual production, to commence drilling such offset well or wells as necessary to prevent such drainage. In such event Lessor shall designate a drill site for Lessee's use. In lieu of drilling of such offset to any such oil or gas well, Lessee shall have the option of either releasing this Lease as to the stratigraphic equivalent of the zone or horizon which corresponds with that being produced in the offset well and within a tract of land in as near the form of a square as possible and constituting what would be the proration unit established in conformity with the field rules or spacing laws prescribed or permitted with respect to such offset well, with Lessee retaining all other rights within such tract, or pay Lessor monthly, as compensatory royalty, a sum equal to the payments which would be payable under this Lease on the production from such offset well had same been produced from the above lease premises and, as long as Lessee may elect to pay such royalty in lieu of drilling an offset well, Lessee shall have satisfied its offset obligations to Lessor as to such well.

19. At such time as Lessee may elect to plug and abandon a well or wells, Lessee shall notify Lessor in writing, whereupon Lessor shall have thirty (30) days in which to elect in writing to take over such well in its then status and pay Lessee the reasonable salvage value of the equipment in and on such well less the reasonable costs of salvaging the same. If Lessor so elects, Lessor may take over such well whereupon Lessee shall as to such well release such well and lease subject to regulatory approvals unto Lessor and subject to the provisions of its other leases, assign unto Lessor all other leasehold estates it may own with respect to such well to Lessor together with the proration unit allocable thereto as to all depths owned by Lessee.

20. With the Lessors written consent, which shall not be unreasonably withheld, Lessee is granted the right and authority to pool, unitize, or combine the land covered by this lease or any portion of it as to oil and gas, with any other land covered by this lease or any other land, lease or leases in the immediate vicinity of the leased premises, as to all depths or zones and as to any and all substances covered by this lease, when in Lessee's judgment it is necessary or advisable to do so in order to explore, develop and operate the leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the

conservation of oil and gas in, under and that may be produced from the leased premises. Lessee may, at any time at its election, vacate, dissolve or terminate any unit formed, by written instrument filed for record in the county where the land is located, which instrument shall specify the date of termination of the unit. Royalties shall be computed on the portion of production, whether it be oil or gas, allocated to the land covered by this Lease and included in the unit just as though the production were from the land. The production from an oil well shall be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit, and production from a gas well will be considered as production from the Lease or gas pooled unit from which it is producing and not from an oil pooled unit.

21. Should Lessee be prevented from complying with any express or implied covenants of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by operation of force majeure, or by any federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable in damages for failure to comply therewith and the time provided for compliance shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations or from producing oil or gas from the said land, and the time while Lessee is so prevented shall not be counted against Lessee. However, nothing herein shall excuse Lessee from paying, or extend the time for paying, any royalty, shut-in gas royalty or other payment payable in money hereunder, or serve to extend the primary term of this lease beyond five (5) years from the date hereof.

22. Except as otherwise provided herein, Lessee shall have the right and obligation at any time during or within one hundred twenty (120) days after the expiration of this lease as to any portion of said land, to remove all property and fixtures placed by Lessee on any such portion of said land, including the right to draw and remove all casing, then belonging to Lessee and not take over by Lessor under some other provision of this lease. If Lessee fails to remove such property and fixtures within said 120 days, such property and fixtures may be removed by Lessor at Lessee's expense; provided, however, Lessee shall not be relieved of its liability to plug any well so abandoned.

23. Lessee agrees to notify Lessor in advance, in writing, of the location of all wells to be drilled on the leased premises prior to commencement of operations and shall provide copies of all reports filed with the State of Texas or its agencies, when filed, including permit applications, completion, plugging, casing, cementing and production reports and shall provide Lessor with all daily drilling reports during drilling operations. In addition, Lessor or Lessor's duly authorized representatives, at their sole risk and expense, shall have access to each well drilled hereunder and to the drillsite thereof, including the derrick floor of any drilling well. At all times during drilling operations on the Leased Premises, Lessee shall water the roads, drill site and facilities location, and shall take such other actions, including without limitation observance of fifteen mile per hour (15 mph) maximum speed limits, as may be necessary to keep blowing dust to a minimum.

24. Lessee agrees that it will comply in all its operations with all **APPLICABLE** provisions of the City of Big Spring Municipal Code and to the extent that any operations are permitted to be conducted on land designated as a city park with Tex. Parks & Wildlife Code, Section 26.001, et seq., which are incorporated herein by reference. In the event of any conflict between the provisions of this Lease and said code, the Municipal Code and/or Section 26.001, et seq., of the Tex. Parks & Wildlife Code, as the case may be, shall govern. Lessee acknowledges that all or part of the Premises lies in or near the city limits of the City of Big Spring and agrees to comply with all applicable rules and regulations and to secure in advance all necessary approvals, permits and consents, and shall in addition comply with all directions of the City of Big Spring Public Works Director or such designee as to the public safety and welfare, and the safety of related activities, including without limitation directives, rules and regulations relating to equipment height, location and safety markings.

25. The venue for any suit arising out of a provision of this Lease, whether express or implied, regarding interpretation breach or alleged breach of this Lease, or relating in any way to this Lease or to applicable case law, statutes, or administrative rules, shall be in the county in which the Premises are located. Lessee hereby waives any claim it may have regarding the award or recovery of attorneys fees in connection with any matter arising out of or related to this Lease, including without limitation any action pursuant to the Uniform Declaratory Judgment Act, Tex. Civ. Prac. & Rem. Code, Section 37.001, et seq., as amended from time to time. This agreement and all matters pertaining thereto shall be governed by the laws of the State of Texas without reference to any rule or law that would apply the law of another jurisdiction.

26. By executing this Lease, Lessor does not waive its right of sovereign immunity and is not consenting to be sued by reason of legislative action.

IN WITNESS WHEREOF this instrument is executed by the parties hereto effective as of the effective date of said lease.

Signature Pages follow

LESSOR:

CITY OF BIG SPRING

By: [Signature]
Name: Larry McLellan
Title: Mayor

ATTEST:

Tami Davis
Tami Davis, Assistant City Secretary

STATE OF TEXAS §
COUNTY OF HOWARD §

This instrument was acknowledged before me this 17th day March of 2017, by Larry McLellan, the Mayor of the City of Big Spring, on behalf of said entity.



[Signature]
Notary Public, State of Texas

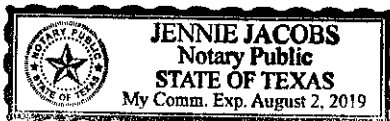
LESSEE:

Four Sevens Operating Co., Ltd,

By: [Signature]
Name: Brad Cunningham
Title: Partner

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 9 day of March, 2017, by Brad Cunningham, as Partner on behalf of said corporation.



[Signature]
Notary Public, State of Texas

**EXHIBIT "A" TO OIL AND GAS LEASE
DESCRIPTION OF LANDS**

Attached to and by reference made a part of that certain Paid Up Oil and Gas Lease, made and entered into by and between City of Big Spring, Texas, a Texas home-rule municipality, as Lessor, and Four Sevens Operating Co., Ltd., as Lessee, under date of March 9, 2017.

57.83442 gross acres, more or less, in Howard County, Texas, being made up of the following tracts of land:

Tract 1: 0.149 acres, more or less, being all of Lot Seven (7), in Block Six (6), ADELL ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1400 W 1st Street, Big Spring, Texas.

Tract 2: 0.161 acres, more or less, being Lot Nine (9), Block Four (4), BAUER ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 510 N. Bell Street, Big Spring, Texas.

Tract 3: 0.02249 acres, more or less, being all of the West Seven (7) Feet of Lot 7, Block 21, BAUER ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 4: 0.359 acres, more or less, being Lot Four (4), except the West ten feet (W. 10') thereof, in Block Two (2), BELVUE ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1607 11th Place, Big Spring, Texas.

Tract 5: 0.143 acres, more or less, being West Fifty Feet (W/50') of Lot 11, Block 4, BELVUE ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 6: 0.482 acres, more or less, being Lots Eight (8), Nine (9) and Ten (10), in Block Four (4), BOWSER ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 101 Dillworth Street, Big Spring, Texas.

Tract 7: 0.482 acres, more or less, being Lots One (1), Two (2), and Three (3), in Block Twelve (12), BOYDSTUN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 100 State Street, Big Spring, Texas.

Tract 8: 0.482 acres, more or less, being Lots Ten (10), Eleven (11), and Twelve (12), in Block Twelve (12), BOYDSTUN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 103 Donley Street, Big Spring, Texas.

Tract 9: 0.1067 acres, more or less, being the South Ten Feet (S. 10') of Lots Six (6) and Seven (7) and a part of Lot Seven (7), in Block Sixteen (16), BRENNAND ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1611 Bell Street, Big Spring, Texas, part of Lot 7 being more particularly described in Warranty Deed dated 12/12/1957, recorded in Volume 248, Page 228, by and between M. W. Harwell and wife, Bertha Harwell and the City of Big Spring, Deed Records of Howard County, Texas.

Tract 10: 0.132 acres, more or less, being all of Lot Three (3), in Block Five (5), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1508 Meadow Avenue, Big Spring, Texas.

Tract 11: 0.108 acres, more or less, being all of Lot Four (4), in Block Five (5), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1506 Meadow Avenue, Big Spring, Texas.

Tract 12: 0.149 acres, more or less, being all of Lot One (1), in Block Six (6), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1610 Meadow Avenue, Big Spring, Texas.

Tract 13: 0.149 acres, more or less, being all of Lot Two (2), in Block Six (6), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1608 Meadow Avenue, Big Spring, Texas.

Tract 14: 0.149 acres, more or less, being all of Lot Three (3), in Block Six (6), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1606 Meadow Avenue, Big Spring, Texas.

Tract 15: 0.149 acres, more or less, being all of Lot Four (4), in Block Six (6), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1604 Meadow Avenue, Big Spring, Texas.

Tract 16: 0.149 acres, more or less, being all of Lot Five (5), in Block Six (6), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1602 Meadow Avenue, Big Spring, Texas.

Tract 17: 0.149 acres, more or less, being all of Lot Seven (7), in Block Six (6), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1600 Meadow Avenue, Big Spring, Texas.

Tract 18: 0.126 acres, more or less, being all of Lot Eight (8), in Block Six (6), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1606 Meadow Avenue, Big Spring, Texas.

Tract 19: 0.164 acres, more or less, being all of Lot Nine (9), in Block Six (6), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1606 Meadow Avenue, Big Spring, Texas.

Tract 20: 0.232 acres, more or less, being all of Lot Eleven (11), in Block Six (6), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1610 Meadow Avenue, Big Spring, Texas.

Tract 21: 0.149 acres, more or less, being all of Lot One (1), in Block Fifteen (15), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1710 Meadow Avenue, Big Spring, Texas.

Tract 22: 0.149 acres, more or less, being all of Lot Two (2), in Block Fifteen (15), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1708 Meadow Avenue, Big Spring, Texas.

Tract 23: 0.149 acres, more or less, being all of Lot Three (3), in Block Fifteen (15), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1706 Meadow Avenue, Big Spring, Texas.

Tract 24: 0.149 acres, more or less, being all of Lot Four (4), in Block Fifteen (15), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1704 Meadow Avenue, Big Spring, Texas.

Tract 25: 0.149 acres, more or less, being all of Lot Five (5), in Block Fifteen (15), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1702 Meadow Avenue, Big Spring, Texas.

Tract 26: 0.149 acres, more or less, being all of Lot Six (6), in Block Fifteen (15), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1700 Meadow Avenue, Big Spring, Texas.

Tract 27: 0.161 acres, more or less, being all of Lot Seven (7), in Block Fifteen (15), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 207 Jones Street, Big Spring, Texas.

Tract 28: 0.161 acres, more or less, being all of Lot Eight (8), in Block Fifteen (15), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 209 Jones Street, Big Spring, Texas.

Tract 29: 0.161 acres, more or less, being all of Lot Nine (9), in Block Fifteen (15), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 211 Jones Street, Big Spring, Texas.

Tract 30: 0.019 acres, more or less, being a triangular part of Lot Five (5), in Block Sixteen (16), CEDAR CREST ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being more particularly described by metes and bounds in Correction Warranty Deed dated 5/6/1978, recorded in Volume 472, Page 635, by and between Truman Jones and wife, Dorothy Ann Jones and the City of Big Spring, Deed Records of Howard County, Texas.

Tract 31: 0.148 acres, more or less, being all of the S/40' of the N/2 of E/130' of Lot Five (5), in Block Eighteen (18), CEDAR CREST ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 32: 0.106 acres, more or less, being a part of Lot Fifteen (15), Block Five (5), CENTRAL PARK ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being further described by metes and bounds in Warranty Deed dated 10/31/1949, recorded in Volume 149, Page 264, by and between Carl Strom and the City of Big Spring, Deed Records of Howard County, Texas.

Tract 33: 0.01377 acres, more or less, being N/12 of Lot Five (5), in Block Eleven (11), COLLEGE HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 34: 0.01377 acres, more or less, being N/12 of Lot Eight (8), in Block Eleven (11), COLLEGE HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 35: 0.044 acres, more or less, being the East Twelve (12) Feet of Lot 1, Block 3, EDWARDS HEIGHTS ADDITION, , an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 36: 0.025 acres, more or less, being the West 8 feet (W/8') of Lot 7, in Block 3, EDWARD HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 37: 0.161 acres, more or less, being Lot 11, in Block 14 of the JONES VALLEY ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 908 W 8th Street, Big Spring, Texas.

Tract 38: 0.149 acres, more or less, being all of Lot Three (3), in Block Twenty (20) of the JONES VALLEY ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1107 W 2nd Street, Big Spring, Texas.

Tract 39: 0.149 acres, more or less, being all of Lot Four (4), in Block Twenty (20) of the JONES VALLEY ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1105 W 2nd Street, Big Spring, Texas.

Tract 40: 0.115 acres, more or less, being all of Lot Four (4), Block Thirty (30), in the JONES VALLEY ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 41: 0.482 acres, more or less, being all of Lots Ten (10), Eleven (11), and Twelve (12), in Block Three (3), LA LOMA ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 410 Ryon Street, Big Spring, Texas.

Tract 42: 0.067 acres, more or less, being Lot Eight (8), in Block One (1), of the LINCOLN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 110 Grant Street, Big Spring, Texas.

Tract 43: 0.803 acres, more or less, being all of Lots One (1), Two (2), Three (3), Four (4), Five (5) and the West One-Half of Lot Six (W ½ of 6), in Block Eight (8), of the MCDOWELL HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1301-1305 Main Street, Big Spring, Texas.

Tract 44: 0.562 acres, more or less, being all of Lots Nine (9), Ten (10), Eleven (11) and the East twenty-five feet (E. 25') of the North One-half (N1/2) of Lot Twelve (12), in Block Eight (8), of the MCDOWELL HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 107 E 14th Street, Big Spring, Texas.

Tract 45: 0.040 acres, more or less, being the East 25 feet of the South 70 feet of Lot 12, in Block 8, of the MCDOWELL HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 109 E 4th Street, Big Spring, Texas.

Tract 46: 0.0643 acres, more or less, being the West Twenty Feet (W/20') of Lot Eleven (11), Block Nine (9), of the MCDOWELL HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 47: 1.550 acres, more or less, being out of and a part of Block Twelve (12), MCDOWELL HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being further described by Deed dated 12/21/1938, recorded in Volume 104, page 229, by and between Jess Slaughter and wife, Elinor Slaughter and the City of Big Spring, Deed Records of Howard County, Texas, also the East 100 feet of Lot 12, Block 12, MCDOWELL HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being further described by metes and bounds in Deed dated 2/26/1940 and recorded in Volume 107, Page 148 by and between Jess Slaughter and the City of Big Spring, Deed Records of Howard County, Texas, and being the property located at 1406 Gregg Street, Big Spring, Texas.

Tract 48: 0.224 acres, more or less, being the South-half (S/2) of Lot Five (5) and all of Lot Six (6), both in Block Twenty-four (24), MCDOWELL HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 101 E 18th Street, Big Spring, Texas.

Tract 49: 0.172 acres, more or less, being all of Lot Five (5), Block One (1), MCEWEN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 50: 0.163 acres, more or less, being all of Lot 7, Block D, MOORE ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 51: 0.1628 acres, more or less, being the West Thirty (30) feet of Lots Six (6) and Seven (7), in Block H in MOORE HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 52: 0.163 acres, more or less, being all of Lot 6, Block L, MOORE ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1011 NW 1st Street, Big Spring, Texas.

Tract 53: 0.179 acres, more or less, being all of Lot Nine (9), Block One (1), NORTH MCEWEN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 54: 0.278 acres, more or less, being all of Lot Fifteen (15), Block Twelve (12), NORTH PARKHILL ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1103 Douglas Street, Big Spring, Texas.

Tract 55: 0.2797 acres, more or less, being all of Lot Eight (8), Block Seventeen (17), NORTH PARKHILL ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 56: 0.5882 acres, more or less, being Lot One (1), Block Eighteen (18), NORTH PARK HILL ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1204 Douglas Street, Big Spring, Texas.

Tract 57: 0.210 acres, more or less, being Lot Two (2), Block Eighteen (18), NORTH PARK HILL ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1208 Douglas Street, Big Spring, Texas.

Tract 58: 0.161 acres, more or less, being Lots 1 and 2, Block 12, of ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 200 S. Main Street, Big Spring, Texas.

Tract 59: 0.202 acres, more or less, being all of Lot Seven (7) and the South 12.5 feet of Lot Eight (8), Block Thirty-two (32), ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 411 Nolan Street, Big Spring, Texas.

Tract 60: 0.241 acres, more or less, being Lot One (1) and North-Half of Lot Two (N/2 of 2), Block Ten (10), ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 200 S. Gregg Street, Big Spring, Texas.

Tract 61: 0.161 acres, more or less, being all of Lots Six (6) and Seven (7), Block 12, ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 210 S. Main Street, Big Spring, Texas.

Tract 62: 0.321 acres, more or less, being Lots Thirteen and Fourteen (13 and 14), Block Twelve (12), ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 63: 0.401 acres, more or less, being all of Lots Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18), Block Thirteen (13), ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 64: 0.964 acres, more or less, being all of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) & East Twenty Feet (E/20') of Lot 7, Block 18, ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 310 Nolan Street, Big Spring, Texas.

Tract 65: 0.299 acres, more or less, being all of Lot 8 and the West 120' of Lot 7, Block 18, ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 309 & 311 Johnson Street, Big Spring, Texas.

Tract 66: 0.483 acres, more or less, being all of Lots 9, 10 and 11, Block 18, ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 307, 305 & 303 Johnson Street, Big Spring, Texas.

Tract 67: 0.085 acres, more or less, being the West 74' of Lot Twelve (12), Block Eighteen (18), ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 300 E 3rd Street, Big Spring, Texas.

Tract 68: 0.047 acres, more or less, being a part of and out of Lot 12, Block 18, ORIGINAL TOWNSITE, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 306 E 3rd Street, Big Spring, Texas, and being further described by metes and bounds in Warranty Deed dated 10/2/1997, recorded in Volume 754, page 781, between Kenneth J. Walker and the City of Big Spring, Texas, a municipal corporation, Deed Records of Howard County, Texas.

Tract 69: 0.483 acres, more or less, being Lots Four, Five and Six (4, 5 & 6), Block Thirty-One (31), ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 408, 410 & 412 Nolan Street, Big Spring, Texas.

Tract 70: 0.283 acres, more or less, being Lot Nine (9) and the North 3/4 of Lot Eight (8), Block Thirty-Two (32), ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 405 Nolan Street, Big Spring, Texas.

Tract 71: 0.482 acres, more or less, being all of Lots Ten (10), Eleven (11) and Twelve (12), Block Thirty-Two (32), ORIGINAL TOWNSITE, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 400 E 4th Street, Big Spring, Texas.

Tract 72: 0.289 acres, more or less, being Lot Twelve (12) and North 39 1/2 feet of Lot Eleven (11), Block Thirty-Five (35), ORIGINAL TOWNSITE, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 501 Runnels Street, Big Spring, Texas.

Tract 73: 2.2956 acres, more or less, being all of Blocks Five (5) and Six (6), Parker Addition, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the County Clerk's Office of Howard County, Texas.

Tract 74: 0.161 acres, more or less, being Lot Eleven (11), Block Six (6), PORTER ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 503 Owens Street, Big Spring, Texas.

Tract 75: 0.161 acres, more or less, being Lot Twelve (12), Block Six (6), PORTER ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 501 Owens Street, Big Spring, Texas.

Tract 76: 0.149 acres, more or less, being all of Lot Nine (9), in Block Two (2), PRICE ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1217 W 3rd Street, Big Spring, Texas.

Tract 77: 0.140 acres, more or less, being Lot One (1), in Block Three (3), ROSEMONT ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 11 Channing Street, Big Spring, Texas.

Tract 78: 0.146 acres, more or less, being Lot Two (2), in Block Three (3), ROSEMONT ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 13 Channing Street, Big Spring, Texas.

Tract 79: 0.146 acres, more or less, being Lot Three (3), in Block Three (3), ROSEMONT ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 15 Channing Street, Big Spring, Texas.

Tract 80: 0.146 acres, more or less, being Lot Four (4), in Block Three (3), ROSEMONT ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 17 Channing Street, Big Spring, Texas.

Tract 81: 0.185 acres, more or less, being Lot Six (6), in Block Three (3), SUNSET ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 82: 0.161 acres, more or less, being Lot 6, Block 2, MAY THIXTON ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1616 E 15th Street, Big Spring, Texas.

Tract 83: 0.161 acres, more or less, being Lot 7, Block 2, MAY THIXTON ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1618 E 15th Street, Big Spring, Texas.

Tract 84: 1.205 acres, more or less, being Lots One (1), Two (2), and Three (3), in Block Four (4), MAY THIXTON ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 85: 0.145 acres, more or less, being the South Forty-Five Feet of East One-Hundred-Thirty Feet (S/45' of E/130') of Lot 4, and the North Five Feet of the East One-Hundred-Thirty Feet (N/5' of E/130') of Lot 5, in Block 18, CEDAR CREST ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 910 Bell Street, Big Spring, Texas.

Tract 86: 0.693 acres, more or less, being Lot 7, except the East Ten Feet of Block 18, CEDAR CREST ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 909 Aylesford Street, Big Spring, Texas.

Tract 87: 0.251 acres, more or less, being the South Sixty Feet of Lot 5, Block 17, CEDAR CREST ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 910 Aylesford Street, Big Spring, Texas.

Tract 88: 1.932 acres, more or less, being the S/2 of Tract Thirty-Two (32), William B. Currie Subdivision, out of the SE/4 of Section Forty-Two, Block Thirty-Two (32), Township 1-North, T. & P. Ry. Co. Survey, Howard County, Texas, according to the proper map or plat thereof of record in the County Clerk's Office of Howard County, Texas, being known as the property located at 400 NE 6th Street, Big Spring, Texas 79720.

Tract 89: 2.925 acres, more or less, out of Tract Forty-Two (42), William B. Currie Subdivision, out of the SE/4 of Section Forty-Two (42), Block Thirty-Two (32), Township 1-North, T. & P. Ry. Co. Survey, Howard County, Texas, being made up of the following 2 Tracts of land: (1) 2.725 acres, more or less, being the same land described in that certain Warranty Deed dated April 20, 1956, from H. G. Castle, to The City of Big Spring, and recorded in Volume 226, Page 489, Deed Records of Howard County, Texas, and (2) 0.20 acres, more or less, being the same land described in that certain Warranty Deed dated April 20, 1956, from Teofilo M. Montanez, et.al., to The City of Big Spring, recorded in Volume 226, Page 494, Deed Records of Howard County, Texas.

Tract 90: 6.845 acres, more or less, out of the SW/4 of Section 44, Block 32, T-1-N, T&P RR Co. Survey, Howard County, Texas, and being all of that certain tract of land being 7.74 acres, more or less, being the same land more fully described by metes and bounds in the Warranty Deed from Big Spring Independent School District to City of Big Spring, dated February 28, 1949, recorded in Volume 174, Page 65, Deed Records, Howard County Texas, SAVE & EXCEPT that certain tract of land being 0.895 acres, more or less, more fully described in the Deed dated February 13, 1996, recorded in Volume 732, Page 75, Deed Records, Howard County, Texas, leaving herein in the aggregate 6.845 acres, more or less.

Tract 91: 9.79 acres, more or less, out of the SW/4 of Section 44, Block 32, T-1-N, T&P RR Co. Survey, Howard County, Texas, being all of that certain 12.08 acres, more or less, more fully described by metes and bounds in the Warranty Deed from Annabel Birdwell to City of Big Spring, dated October 14, 1940, recorded in Volume 108, Page 548, Deed Records, Howard County Texas, SAVE & EXCEPT that certain 1.88 acres, more or less, more fully described in the Warranty Deed dated April 22, 1958, recorded in Volume 252, Page 370, Deed Records, Howard County, Texas, SAVE & EXCEPT that certain 0.059 acres, more or less, more fully described in the Quitclaim Deed dated April 5, 1960, recorded in Volume 281, Page 383, Deed Records of Howard County, Texas, SAVE & EXCEPT that certain 0.041 acres, more or less, more fully described in the Deed dated August 8, 1972, recorded in Volume 428, Page 733, Deed Records of Howard County, Texas, SAVE & EXCEPT that certain 0.310 acres, more or less, more fully described in the Quitclaim Deed dated February 14, 1992, recorded in Volume 658, Page 731, Deed Records of Howard County, Texas leaving herein in the aggregate 9.79 acres, more or less.

Tract 92: 2.402 acres, more or less, out of the Northwest Quarter of Section No. 44, Block No. 32, T-1-N, T. & P. RR. Co. Survey, Howard County, Texas, and being that certain 2.904 acres, more or less, being the second tract more fully described by metes and bounds in the Deed dated August 19, 1903, from S.A. King, Jr. and wife, Lucy King to J.B. Mittel, recorded in Volume 9, Page 630, of the Deed Records of Howard County, Texas, SAVE & EXCEPT that certain 0.502 acres, more or less, more fully described by metes and bounds in the Second Tract shown in the Deed and Resolution dated May 13, 1947, recorded in Volume 136, Page 443, Deed Records, Howard County, Texas, leaving herein in the aggregate 2.402 acres, more or less.

Tract 93: 0.16 acres, more or less, out of the Northeast Quarter of Section No. 44, Block No. 32, T-1-N, T. & P. RR. Co. Survey, Howard County, Texas, and being more fully described by metes and bounds in the Warranty Deed dated October 15, 1964, from Cecil McDonald to City of Big Spring, recorded in Volume 343, Page 520, of the Deed Records of Howard County, Texas.

Tract 94: 3.57 acres, more or less, being all of Block One (1) and all of Lots One (1), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), Block Two (2), all in May Thixton Addition, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas.

Tract 95: 0.174 acres, more or less, out of Tract 19 of the Wm. B. Currie Subdivision in the Southeast Quarter (SE/4) of Section 42, Block 32, T-1-N, T & P Ry. Survey, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, and being the same land described in that certain Sheriff's Deed dated May 30, 1973, to the City of Big Spring, and recorded in Volume 432, Page 5, Deed Records, Howard County, Texas.

Tract 96: 0.0447 acres, more or less, out of Tract 21 of the Wm. B. Currie Subdivision in the Southeast Quarter (SE/4) of Section 42, Block 32, T-1-N, T & P Ry. Survey, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, and being the same land described in Warranty Deed dated December 31, 1974, from Fermin Flores and wife, Maria Flores, to the City of Big Spring, recorded in Volume 442, Page 22, Deed Records, Howard County, Texas.

Tract 97: 0.10 acres, more or less, out of Tract 21 of Wm. Currie Subdivision in the Southeast Quarter (SE/4) of Section 42, Block 32, T-1-N, T & P Ry. Survey, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, and being the same land described in Warranty Deed dated August 10, 1966, from Sebastian Beseril, et al, to the City of Big Spring, and recorded in Volume 371, Page 126, Deed Records, Howard County, Texas.

Tract 98: 0.099 acres, more or less, out of the Southeast Quarter (SE/4) of Section 32, Block 33, T-1-N, T & P Ry. Survey, Howard County, Texas, and being the same land described in Warranty Deed dated April 21, 1964, from T. A. Burcham and wife, Dolly Burcham, to the City of Big Spring, and recorded in Volume 341, Page 20, Deed Records, Howard County, Texas.

Tract 99: 0.00459 acres, more or less, out of Tract 42 of the Wm. B. Currie Subdivision in the Southeast Quarter (SE/4) of Section 42, Block 32, T-1-N, T & P Ry. Survey, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, and being the same land described in Warranty Deed dated July 25, 1966, from Roy Salame and wife, Isabelle Salame, to the City of Big Spring, and recorded in Volume 370, Page 375, Deed Records, Howard County, Texas.

Tract 100: 0.0224 acres, more or less, out of Section 4, Block 32, T-1-S, T & P Ry. Survey, Howard County, Texas, and being the same land described in Warranty Deed dated October 9, 1963, from Worth Peeler and Joe Hamby to the City of Big Spring, and recorded in Volume 330, Page 273, Deed Records, Howard County, Texas.

Tract 101: 0.19 acres, more or less, out of the Southeast Quarter (SE/4) of Section 5, Block 32, T-1-S, T & P Ry. Survey, Howard County, Texas, and being the same land described in Warranty Deed dated May 22, 1958, from Joe Hamby to the City of Big Spring, and recorded in Volume 253, Page 200, Deed Records, Howard County, Texas.

Tract 102: 0.88 acres, more or less, out of Section 5, Block 32, T-1-S, T & P Ry. Survey, Howard County, Texas, and being the same land described in Quitclaim Deed from Big Spring Independent School District to City of Big Spring, and recorded in Volume 274, Page 77, Deed Records, Howard County, Texas.

Tract 103: 1.033 acres, more or less, out of Section 5, Block 32, T-1-S, T & P Ry. Survey, Howard County, Texas, and being the same land described in Warranty Deed dated March 22, 1956, from Pearl Cole and Joe Cole to City of Big Spring, and recorded in Volume 226, Page 116, Deed Records, Howard County, Texas.

Tract 104: 1.51 acres, more or less, out of Section 6, Block 32, T-1-S, T & P Ry. Survey, Howard County, Texas, and being the same land described in Warranty Deed dated July 16, 1930, from Will P. Edwards to City of Big Spring, and recorded in Volume 82, Page 31, Deed Records, Howard County, Texas.

Tract 105: 1.95 acres, more or less, out of the Southeast Quarter (SE/4) of Section 26 and the Northeast Quarter (NE/4) of Section 32, both in Block 33, T-1-N, T & P Ry. Survey, Howard County, Texas, and being the same land described in Warranty Deed dated June 29, 1965, from Dollie Denton Decker and husband, N.O. Decker, to the City of Big Spring, and recorded in Volume 355, Page 25, Deed Records, Howard County, Texas.

Tract 106: 0.0574 acres, more or less, out of the Southeast Quarter (SE/4) of Section 26 and the Northeast Quarter (NE/4) of Section 32, both in Block 33, T-1-N, T & P Ry. Survey, Howard County, Texas, and being the same land described in Warranty Deed dated June 29, 1965, from Dollie Denton Decker and husband, N.O. Decker, to the City of Big Spring, and recorded in Volume 355, Page 25, Deed Records, Howard County, Texas.

Tract 107: 1.789 acres, more or less, being the East 536.66 feet of Lot Four (4) in Block One (1), in Cedar Ridge Addition, to the City of Big Spring, Howard County, Texas an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas.

Tract 108: 1.249 acres, more or less, being part of Lot Nine (9), Block Seventeen (17), North Park Hill Addition, an addition to the City of Big Spring, Howard County, Texas, and being the same land described in Correction Warranty Deed dated May 6, 1978, from Truman Jones and wife, Dorothy Ann Jones, to City of Big Spring, and recorded in Volume 472, Page 635, Deed Records, Howard County, Texas.

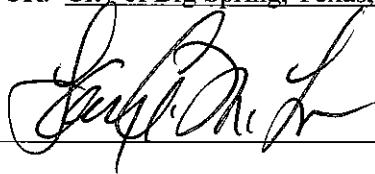
Tract 109: 0.204 acres, more or less, out of the Southeast Quarter (SE/4) of Section 32, Block 33, T-1-N, T & P Ry. Survey, Howard County, Texas, and being the same land described in Warranty Deed dated April 21, 1964, from Mary V. Burcham to the City of Big Spring, and recorded in Volume 341, Page 19, Deed Records, Howard County, Texas.

Tract 110: 0.09 acres, more or less, out of the Southeast Quarter (SE/4) of Section 32, Block 33, T-1-N, T & P Ry. Co. Survey, Howard County, Texas, and being the same land described in Warranty Deed dated April 21, 1964, from T. A. Burcham and wife, Dolly Burcham, to the City of Big Spring, and recorded in Volume 341, Page 20, Deed Records, Howard County, Texas.

IN WITNESS WHERE OF this Exhibit is accepted and signed for identification.

LESSOR: City of Big Spring, Texas, a Texas home-rule municipality

By: _____



LESSEE: Four Sevens Operating Co., Ltd.

By: _____



**EXHIBIT "B" TO OIL AND GAS LEASE
"PAYING QUANTITIES"**

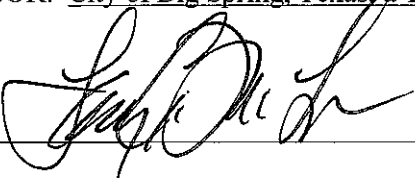
Attached to and by reference made a part of that certain Paid Up Oil and Gas Lease, made and entered into by and between City of Big Spring, Texas, a Texas home-rule municipality, as Lessor, and Four Sevens Operating Co., Ltd., as Lessee, under date of March 9, 2017.

Total Gross Acres:	59.83442
Total Net Acres:	57.49112125
Bonus Per Net Mineral Acre:	\$ 3,000.00
Total Bonus:	\$172,473.36
Term:	3 year primary term
Royalty:	25% royalty

IN WITNESS WHERE OF this Exhibit is accepted and signed for identification.

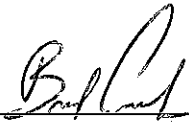
LESSOR: City of Big Spring, Texas, a Texas home-rule municipality

By: _____



LESSEE: Four Sevens Operating Co., Ltd.

By: _____



Four Sevens Operating Co., Ltd.

March 16, 2017

Mr. Johnny Womack
City of Big Spring
310 Nolan
Big Spring, Texas 79720

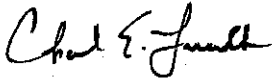
Mr. Womack,

Enclosed are 2 copies of the Memorandum of Oil and Gas Lease and Oil and Gas Lease, a W-9, and a check in the amount of \$172,473.36 for the lease bonus.

Please execute both copies of each document in front of a notary public. Once executed, please notify me via email or phone, and I will have the Big Spring Office Manager, Micah Cotten, come by your office to personally pick up a signed copy of the Memorandum, Lease, and W-9.

Your time and efforts with this matter are appreciated.

Respectfully,



Chad E. Loudermilk
(254) 592-2699
chad@foursevens.net

c/c Brad Cunningham, Partner, Four Sevens Operating Co., Ltd.

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

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HOWARD §

That the undersigned, City of Big Spring, Texas, a Texas home-rule municipality, whose address is 310 Nolan, Big Spring, Texas 79720, (herein collectively called "Lessor", whether one or more) has executed and delivered to Four Sevens Operating Co., Ltd., herein called "Lessee", whose address is 777 Taylor Street, Suite 1090, Fort Worth, Texas, 76102, an Oil and Gas Lease dated March 9, 2017, and covering minerals in 59.83442 gross acres of land, whether more or less (+-) as situated in Howard County, Texas, and being described as follows: **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

Whereas said Oil and Gas Lease provided for a "Primary Term" of 3 years effective on the date first written above. Duplicate copies of said lease are in the possession of Lessor's and Lessee where the same may be examined by any person having a lawful right or legitimate interest therein.

Now therefore, for the consideration set forth in said lease, Lessor does hereby grant, lease and let unto Lessee all of the rights as specified therein, to the properties listed on the Exhibit A attached hereto.

This "Memorandum of Lease" shall be binding on all parties, their heirs, successors and Assigns.

Lessor(s): City of Big Spring, Texas, a Texas home-rule municipality

By: [Signature]

Title: Mayer

Lessee(s): Four Sevens Operating Co., Ltd.

By: [Signature]

Title: Partner

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HOWARD

This instrument was acknowledged before me on the 17th day of March, 2017, by [Signature] (Name), Mayer (Title) of City of Big Spring, Texas, a home-rule municipality.

Seal



[Signature]
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HOWARD

This instrument was acknowledged before me on the 9 day of March, 2017, by Brad Cunningham (Name), Partner (Title) of Four Sevens Operating Co., Ltd.

Seal



[Signature]
Notary Public, State of Texas

Contract No. C015-2017

EXHIBIT "A"

Attached to and by reference made a part of that certain Memorandum of Oil and Gas Lease, made and entered into by and between City of Big Spring, Texas, a Texas home-rule municipality, as Lessor, and Four Sevens Operating Co., Ltd., as Lessee, under date of March 9, 2017.

57.83442 gross acres, more or less, in Howard County, Texas, being made up of the following tracts of land:

Tract 1: 0.149 acres, more or less, being all of Lot Seven (7), in Block Six (6), ADELL ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1400 W 1st Street, Big Spring, Texas.

Tract 2: 0.161 acres, more or less, being Lot Nine (9), Block Four (4), BAUER ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 510 N. Bell Street, Big Spring, Texas.

Tract 3: 0.02249 acres, more or less, being all of the West Seven (7) Feet of Lot 7, Block 21, BAUER ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 4: 0.359 acres, more or less, being Lot Four (4), except the West ten feet (W. 10') thereof, in Block Two (2), BELVUE ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1607 11th Place, Big Spring, Texas.

Tract 5: 0.143 acres, more or less, being West Fifty Feet (W/50') of Lot 11, Block 4, BELVUE ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 6: 0.482 acres, more or less, being Lots Eight (8), Nine (9) and Ten (10), in Block Four (4), BOWSER ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 101 Dillworth Street, Big Spring, Texas.

Tract 7: 0.482 acres, more or less, being Lots One (1), Two (2), and Three (3), in Block Twelve (12), BOYDSTUN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 100 State Street, Big Spring, Texas.

Tract 8: 0.482 acres, more or less, being Lots Ten (10), Eleven (11), and Twelve (12), in Block Twelve (12), BOYDSTUN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 103 Donley Street, Big Spring, Texas.

Tract 9: 0.1067 acres, more or less, being the South Ten Feet (S. 10') of Lots Six (6) and Seven (7) and a part of Lot Seven (7), in Block Sixteen (16), BRENNAND ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1611 Bell Street, Big Spring, Texas, part of Lot 7 being more particularly described in Warranty Deed dated 12/12/1957, recorded in Volume 248, Page 228, by and between M. W. Harwell and wife, Bertha Harwell and the City of Big Spring, Deed Records of Howard County, Texas.

Tract 10: 0.132 acres, more or less, being all of Lot Three (3), in Block Five (5), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1508 Meadow Avenue, Big Spring, Texas.

Tract 11: 0.108 acres, more or less, being all of Lot Four (4), in Block Five (5), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1506 Meadow Avenue, Big Spring, Texas.

Tract 12: 0.149 acres, more or less, being all of Lot One (1), in Block Six (6), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1610 Meadow Avenue, Big Spring, Texas.

Tract 13: 0.149 acres, more or less, being all of Lot Two (2), in Block Six (6), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1608 Meadow Avenue, Big Spring, Texas.

Tract 14: 0.149 acres, more or less, being all of Lot Three (3), in Block Six (6), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1606 Meadow Avenue, Big Spring, Texas.

Tract 15: 0.149 acres, more or less, being all of Lot Four (4), in Block Six (6), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1604 Meadow Avenue, Big Spring, Texas.

Tract 16: 0.149 acres, more or less, being all of Lot Five (5), in Block Six (6), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1602 Meadow Avenue, Big Spring, Texas.

Tract 17: 0.149 acres, more or less, being all of Lot Seven (7), in Block Six (6), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1600 Meadow Avenue, Big Spring, Texas.

Tract 18: 0.126 acres, more or less, being all of Lot Eight (8), in Block Six (6), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1606 Meadow Avenue, Big Spring, Texas.

Tract 19: 0.164 acres, more or less, being all of Lot Nine (9), in Block Six (6), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1606 Meadow Avenue, Big Spring, Texas.

Tract 20: 0.232 acres, more or less, being all of Lot Eleven (11), in Block Six (6), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1610 Meadow Avenue, Big Spring, Texas.

Tract 21: 0.149 acres, more or less, being all of Lot One (1), in Block Fifteen (15), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1710 Meadow Avenue, Big Spring, Texas.

Tract 22: 0.149 acres, more or less, being all of Lot Two (2), in Block Fifteen (15), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1708 Meadow Avenue, Big Spring, Texas.

Tract 23: 0.149 acres, more or less, being all of Lot Three (3), in Block Fifteen (15), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1706 Meadow Avenue, Big Spring, Texas.

Tract 24: 0.149 acres, more or less, being all of Lot Four (4), in Block Fifteen (15), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1704 Meadow Avenue, Big Spring, Texas.

Tract 25: 0.149 acres, more or less, being all of Lot Five (5), in Block Fifteen (15), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1702 Meadow Avenue, Big Spring, Texas.

Tract 26: 0.149 acres, more or less, being all of Lot Six (6), in Block Fifteen (15), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1700 Meadow Avenue, Big Spring, Texas.

Tract 27: 0.161 acres, more or less, being all of Lot Seven (7), in Block Fifteen (15), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 207 Jones Street, Big Spring, Texas.

Tract 28: 0.161 acres, more or less, being all of Lot Eight (8), in Block Fifteen (15), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 209 Jones Street, Big Spring, Texas.

Tract 29: 0.161 acres, more or less, being all of Lot Nine (9), in Block Fifteen (15), BROWN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 211 Jones Street, Big Spring, Texas.

Tract 30: 0.019 acres, more or less, being a triangular part of Lot Five (5), in Block Sixteen (16), CEDAR CREST ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being more particularly described by metes and bounds in Correction Warranty Deed dated 5/6/1978, recorded in Volume 472, Page 635, by and between Truman Jones and wife, Dorothy Ann Jones and the City of Big Spring, Deed Records of Howard County, Texas.

Tract 31: 0.148 acres, more or less, being all of the S/40' of the N/2 of E/130' of Lot Five (5), in Block Eighteen (18), CEDAR CREST ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 32: 0.106 acres, more or less, being a part of Lot Fifteen (15), Block Five (5), CENTRAL PARK ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being further described by metes and bounds in Warranty Deed dated 10/31/1949, recorded in Volume 149, Page 264, by and between Carl Strom and the City of Big Spring, Deed Records of Howard County, Texas.

Tract 33: 0.01377 acres, more or less, being N/12 of Lot Five (5), in Block Eleven (11), COLLEGE HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 34: 0.01377 acres, more or less, being N/12 of Lot Eight (8), in Block Eleven (11), COLLEGE HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 35: 0.044 acres, more or less, being the East Twelve (12) Feet of Lot 1, Block 3, EDWARDS HEIGHTS ADDITION, , an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 36: 0.025 acres, more or less, being the West 8 feet (W/8') of Lot 7, in Block 3, EDWARD HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 37: 0.161 acres, more or less, being Lot 11, in Block 14 of the JONES VALLEY ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 908 W 8th Street, Big Spring, Texas.

Tract 38: 0.149 acres, more or less, being all of Lot Three (3), in Block Twenty (20) of the JONES VALLEY ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1107 W 2nd Street, Big Spring, Texas.

Tract 39: 0.149 acres, more or less, being all of Lot Four (4), in Block Twenty (20) of the JONES VALLEY ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1105 W 2nd Street, Big Spring, Texas.

Tract 40: 0.115 acres, more or less, being all of Lot Four (4), Block Thirty (30), in the JONES VALLEY ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 41: 0.482 acres, more or less, being all of Lots Ten (10), Eleven (11), and Twelve (12), in Block Three (3), LA LOMA ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 410 Ryon Street, Big Spring, Texas.

Tract 42: 0.067 acres, more or less, being Lot Eight (8), in Block One (1), of the LINCOLN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 110 Grant Street, Big Spring, Texas.

Tract 43: 0.803 acres, more or less, being all of Lots One (1), Two (2), Three (3), Four (4), Five (5) and the West One-Half of Lot Six (W ½ of 6), in Block Eight (8), of the MCDOWELL HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1301-1305 Main Street, Big Spring, Texas.

Tract 44: 0.562 acres, more or less, being all of Lots Nine (9), Ten (10), Eleven (11) and the East twenty-five feet (E. 25') of the North One-half (N1/2) of Lot Twelve (12), in Block Eight (8), of the MCDOWELL HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 107 E 14th Street, Big Spring, Texas.

Tract 45: 0.040 acres, more or less, being the East 25 feet of the South 70 feet of Lot 12, in Block 8, of the MCDOWELL HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 109 E 4th Street, Big Spring, Texas.

Tract 46: 0.0643 acres, more or less, being the West Twenty Feet (W/20') of Lot Eleven (11), Block Nine (9), of the MCDOWELL HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 47: 1.550 acres, more or less, being out of and a part of Block Twelve (12), MCDOWELL HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being further described by Deed dated 12/21/1938, recorded in Volume 104, page 229, by and between Jess Slaughter and wife, Elinor Slaughter and the City of Big Spring, Deed Records of Howard County, Texas, also the East 100 feet of Lot 12, Block 12, MCDOWELL HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being further described by metes and bounds in Deed dated 2/26/1940 and recorded in Volume 107, Page 148 by and between Jess Slaughter and the City of Big Spring, Deed Records of Howard County, Texas, and being the property located at 1406 Gregg Street, Big Spring, Texas.

Tract 48: 0.224 acres, more or less, being the South-half (S/2) of Lot Five (5) and all of Lot Six (6), both in Block Twenty-four (24), MCDOWELL HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 101 E 18th Street, Big Spring, Texas.

Tract 49: 0.172 acres, more or less, being all of Lot Five (5), Block One (1), MCEWEN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 50: 0.163 acres, more or less, being all of Lot 7, Block D, MOORE ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 51: 0.1628 acres, more or less, being the West Thirty (30) feet of Lots Six (6) and Seven (7), in Block H in MOORE HEIGHTS ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 52: 0.163 acres, more or less, being all of Lot 6, Block L, MOORE ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1011 NW 1st Street, Big Spring, Texas.

Tract 53: 0.179 acres, more or less, being all of Lot Nine (9), Block One (1), NORTH MCEWEN ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 54: 0.278 acres, more or less, being all of Lot Fifteen (15), Block Twelve (12), NORTH PARKHILL ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1103 Douglas Street, Big Spring, Texas.

Tract 55: 0.2797 acres, more or less, being all of Lot Eight (8), Block Seventeen (17), NORTH PARKHILL ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 56: 0.5882 acres, more or less, being Lot One (1), Block Eighteen (18), NORTH PARK HILL ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1204 Douglas Street, Big Spring, Texas.

Tract 57: 0.210 acres, more or less, being Lot Two (2), Block Eighteen (18), NORTH PARK HILL ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1208 Douglas Street, Big Spring, Texas.

Tract 58: 0.161 acres, more or less, being Lots 1 and 2, Block 12, of ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 200 S. Main Street, Big Spring, Texas.

Tract 59: 0.202 acres, more or less, being all of Lot Seven (7) and the South 12.5 feet of Lot Eight (8), Block Thirty-two (32), ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 411 Nolan Street, Big Spring, Texas.

Tract 60: 0.241 acres, more or less, being Lot One (1) and North-Half of Lot Two (N/2 of 2), Block Ten (10), ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 200 S. Gregg Street, Big Spring, Texas.

Tract 61: 0.161 acres, more or less, being all of Lots Six (6) and Seven (7), Block 12, ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 210 S. Main Street, Big Spring, Texas.

Tract 62: 0.321 acres, more or less, being Lots Thirteen and Fourteen (13 and 14), Block Twelve (12), ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 63: 0.401 acres, more or less, being all of Lots Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18), Block Thirteen (13), ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 64: 0.964 acres, more or less, being all of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) & East Twenty Feet (E/20') of Lot 7, Block 18, ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 310 Nolan Street, Big Spring, Texas.

Tract 65: 0.299 acres, more or less, being all of Lot 8 and the West 120' of Lot 7, Block 18, ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 309 & 311 Johnson Street, Big Spring, Texas.

Tract 66: 0.483 acres, more or less, being all of Lots 9, 10 and 11, Block 18, ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 307, 305 & 303 Johnson Street, Big Spring, Texas.

Tract 67: 0.085 acres, more or less, being the West 74' of Lot Twelve (12), Block Eighteen (18), ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 300 E 3rd Street, Big Spring, Texas.

Tract 68: 0.047 acres, more or less, being a part of and out of Lot 12, Block 18, ORIGINAL TOWNSITE, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 306 E 3rd Street, Big Spring, Texas, and being further described by metes and bounds in Warranty Deed dated 10/2/1997, recorded in Volume 754, page 781, between Kenneth J. Walker and the City of Big Spring, Texas, a municipal corporation, Deed Records of Howard County, Texas.

Tract 69: 0.483 acres, more or less, being Lots Four, Five and Six (4, 5 & 6), Block Thirty-One (31), ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 408, 410 & 412 Nolan Street, Big Spring, Texas.

Tract 70: 0.283 acres, more or less, being Lot Nine (9) and the North 3/4 of Lot Eight (8), Block Thirty-Two (32), ORIGINAL TOWN, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 405 Nolan Street, Big Spring, Texas.

Tract 71: 0.482 acres, more or less, being all of Lots Ten (10), Eleven (11) and Twelve (12), Block Thirty-Two (32), ORIGINAL TOWNSITE, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 400 E 4th Street, Big Spring, Texas.

Tract 72: 0.289 acres, more or less, being Lot Twelve (12) and North 39 1/2 feet of Lot Eleven (11), Block Thirty-Five (35), ORIGINAL TOWNSITE, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 501 Runnels Street, Big Spring, Texas.

Tract 73: 2.2956 acres, more or less, being all of Blocks Five (5) and Six (6), Parker Addition, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the County Clerk's Office of Howard County, Texas.

Tract 74: 0.161 acres, more or less, being Lot Eleven (11), Block Six (6), PORTER ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 503 Owens Street, Big Spring, Texas.

Tract 75: 0.161 acres, more or less, being Lot Twelve (12), Block Six (6), PORTER ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 501 Owens Street, Big Spring, Texas.

Tract 76: 0.149 acres, more or less, being all of Lot Nine (9), in Block Two (2), PRICE ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1217 W 3rd Street, Big Spring, Texas.

Tract 77: 0.140 acres, more or less, being Lot One (1), in Block Three (3), ROSEMONT ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 11 Channing Street, Big Spring, Texas.

Tract 78: 0.146 acres, more or less, being Lot Two (2), in Block Three (3), ROSEMONT ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 13 Channing Street, Big Spring, Texas.

Tract 79: 0.146 acres, more or less, being Lot Three (3), in Block Three (3), ROSEMONT ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 15 Channing Street, Big Spring, Texas.

Tract 80: 0.146 acres, more or less, being Lot Four (4), in Block Three (3), ROSEMONT ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 17 Channing Street, Big Spring, Texas.

Tract 81: 0.185 acres, more or less, being Lot Six (6), in Block Three (3), SUNSET ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 82: 0.161 acres, more or less, being Lot 6, Block 2, MAY THIXTON ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1616 E 15th Street, Big Spring, Texas.

Tract 83: 0.161 acres, more or less, being Lot 7, Block 2, MAY THIXTON ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 1618 E 15th Street, Big Spring, Texas.

Tract 84: 1.205 acres, more or less, being Lots One (1), Two (2), and Three (3), in Block Four (4), MAY THIXTON ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas.

Tract 85: 0.145 acres, more or less, being the South Forty-Five Feet of East One-Hundred-Thirty Feet (S/45' of E/130') of Lot 4, and the North Five Feet of the East One-Hundred-Thirty Feet (N/5' of E/130') of Lot 5, in Block 18, CEDAR CREST ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 910 Bell Street, Big Spring, Texas.

Tract 86: 0.693 acres, more or less, being Lot 7, except the East Ten Feet of Block 18, CEDAR CREST ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 909 Aylesford Street, Big Spring, Texas.

Tract 87: 0.251 acres, more or less, being the South Sixty Feet of Lot 5, Block 17, CEDAR CREST ADDITION, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat on file in the office of the County Clerk of Howard County, Texas, and being the property located at 910 Aylesford Street, Big Spring, Texas.

Tract 88: 1.932 acres, more or less, being the S/2 of Tract Thirty-Two (32), William B. Currie Subdivision, out of the SE/4 of Section Forty-Two, Block Thirty-Two (32), Township 1-North, T. & P. Ry. Co. Survey, Howard County, Texas, according to the proper map or plat thereof of record in the County Clerk's Office of Howard County, Texas, being known as the property located at 400 NE 6th Street, Big Spring, Texas 79720.

Tract 89: 2.925 acres, more or less, out of Tract Forty-Two (42), William B. Currie Subdivision, out of the SE/4 of Section Forty-Two (42), Block Thirty-Two (32), Township 1-North, T. & P. Ry. Co. Survey, Howard County, Texas, being made up of the following 2 Tracts of land: (1) 2.725 acres, more or less, being the same land described in that certain Warranty Deed dated April 20, 1956, from H. G. Castle, to The City of Big Spring, and recorded in Volume 226, Page 489, Deed Records of Howard County, Texas, and (2) 0.20 acres, more or less, being the same land described in that certain Warranty Deed dated April 20, 1956, from Teofilo M. Montanez, et.al., to The City of Big Spring, recorded in Volume 226, Page 494, Deed Records of Howard County, Texas.

Tract 90: 6.845 acres, more or less, out of the SW/4 of Section 44, Block 32, T-1-N, T&P RR Co. Survey, Howard County, Texas, and being all of that certain tract of land being 7.74 acres, more or less, being the same land more fully described by metes and bounds in the Warranty Deed from Big Spring Independent School District to City of Big Spring, dated February 28, 1949, recorded in Volume 174, Page 65, Deed Records, Howard County Texas, SAVE & EXCEPT that certain tract of land being 0.895 acres, more or less, more fully described in the Deed dated February 13, 1996, recorded in Volume 732, Page 75, Deed Records, Howard County, Texas, leaving herein in the aggregate 6.845 acres, more or less.

Tract 91: 9.79 acres, more or less, out of the SW/4 of Section 44, Block 32, T-1-N, T&P RR Co. Survey, Howard County, Texas, being all of that certain 12.08 acres, more or less, more fully described by metes and bounds in the Warranty Deed from Annabel Birdwell to City of Big Spring, dated October 14, 1940, recorded in Volume 108, Page 548, Deed Records, Howard County Texas, SAVE & EXCEPT that certain 1.88 acres, more or less, more fully described in the Warranty Deed dated April 22, 1958, recorded in Volume 252, Page 370, Deed Records, Howard County, Texas, SAVE & EXCEPT that certain 0.059 acres, more or less, more fully described in the Quitclaim Deed dated April 5, 1960, recorded in Volume 281, Page 383, Deed Records of Howard County, Texas, SAVE & EXCEPT that certain 0.041 acres, more or less, more fully described in the Deed dated August 8, 1972, recorded in Volume 428, Page 733, Deed Records of Howard County, Texas, SAVE & EXCEPT that certain 0.310 acres, more or less, more fully described in the Quitclaim Deed dated February 14, 1992, recorded in Volume 658, Page 731, Deed Records of Howard County, Texas leaving herein in the aggregate 9.79 acres, more or less.

Tract 92: 2.402 acres, more or less, out of the Northwest Quarter of Section No. 44, Block No. 32, T-1-N, T. & P. RR. Co. Survey, Howard County, Texas, and being that certain 2.904 acres, more or less, being the second tract more fully described by metes and bounds in the Deed dated August 19, 1903, from S.A. King, Jr. and wife, Lucy King to J.B. Mittel, recorded in Volume 9, Page 630, of the Deed Records of Howard County, Texas, SAVE & EXCEPT that certain 0.502 acres, more or less, more fully described by metes and bounds in the Second Tract shown in the Deed and Resolution dated May 13, 1947, recorded in Volume 136, Page 443, Deed Records, Howard County, Texas, leaving herein in the aggregate 2.402 acres, more or less.

Tract 93: 0.16 acres, more or less, out of the Northeast Quarter of Section No. 44, Block No. 32, T-1-N, T. & P. RR. Co. Survey, Howard County, Texas, and being more fully described by metes and bounds in the Warranty Deed dated October 15, 1964, from Cecil McDonald to City of Big Spring, recorded in Volume 343, Page 520, of the Deed Records of Howard County, Texas.

Tract 94: 3.57 acres, more or less, being all of Block One (1) and all of Lots One (1), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), Block Two (2), all in May Thixton Addition, an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas.

Tract 95: 0.174 acres, more or less, out of Tract 19 of the Wm. B. Currie Subdivision in the Southeast Quarter (SE/4) of Section 42, Block 32, T-1-N, T & P Ry. Survey, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, and being the same land described in that certain Sheriff's Deed dated May 30, 1973, to the City of Big Spring, and recorded in Volume 432, Page 5, Deed Records, Howard County, Texas.

Tract 96: 0.0447 acres, more or less, out of Tract 21 of the Wm. B. Currie Subdivision in the Southeast Quarter (SE/4) of Section 42, Block 32, T-1-N, T & P Ry. Survey, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, and being the same land described in Warranty Deed dated December 31, 1974, from Fermin Flores and wife, Maria Flores, to the City of Big Spring, recorded in Volume 442, Page 22, Deed Records, Howard County, Texas.

Tract 97: 0.10 acres, more or less, out of Tract 21 of Wm. Currie Subdivision in the Southeast Quarter (SE/4) of Section 42, Block 32, T-1-N, T & P Ry. Survey, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, and being the same land described in Warranty Deed dated August 10, 1966, from Sebastian Beseril, et al, to the City of Big Spring, and recorded in Volume 371, Page 126, Deed Records, Howard County, Texas.

Tract 98: 0.099 acres, more or less, out of the Southeast Quarter (SE/4) of Section 32, Block 33, T-1-N, T & P Ry. Survey, Howard County, Texas, and being the same land described in Warranty Deed dated April 21, 1964, from T. A. Burcham and wife, Dolly Burcham, to the City of Big Spring, and recorded in Volume 341, Page 20, Deed Records, Howard County, Texas.

Tract 99: 0.00459 acres, more or less, out of Tract 42 of the Wm. B. Currie Subdivision in the Southeast Quarter (SE/4) of Section 42, Block 32, T-1-N, T & P Ry. Survey, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas, and being the same land described in Warranty Deed dated July 25, 1966, from Roy Salame and wife, Isabelle Salame, to the City of Big Spring, and recorded in Volume 370, Page 375, Deed Records, Howard County, Texas.

Tract 100: 0.0224 acres, more or less, out of Section 4, Block 32, T-1-S, T & P Ry. Survey, Howard County, Texas, and being the same land described in Warranty Deed dated October 9, 1963, from Worth Peeler and Joe Hamby to the City of Big Spring, and recorded in Volume 330, Page 273, Deed Records, Howard County, Texas.

Tract 101: 0.19 acres, more or less, out of the Southeast Quarter (SE/4) of Section 5, Block 32, T-1-S, T & P Ry. Survey, Howard County, Texas, and being the same land described in Warranty Deed dated May 22, 1958, from Joe Hamby to the City of Big Spring, and recorded in Volume 253, Page 200, Deed Records, Howard County, Texas.

Tract 102: 0.88 acres, more or less, out of Section 5, Block 32, T-1-S, T & P Ry. Survey, Howard County, Texas, and being the same land described in Quitclaim Deed from Big Spring Independent School District to City of Big Spring, and recorded in Volume 274, Page 77, Deed Records, Howard County, Texas.

Tract 103: 1.033 acres, more or less, out of Section 5, Block 32, T-1-S, T & P Ry. Survey, Howard County, Texas, and being the same land described in Warranty Deed dated March 22, 1956, from Pearl Cole and Joe Cole to City of Big Spring, and recorded in Volume 226, Page 116, Deed Records, Howard County, Texas.

Tract 104: 1.51 acres, more or less, out of Section 6, Block 32, T-1-S, T & P Ry. Survey, Howard County, Texas, and being the same land described in Warranty Deed dated July 16, 1930, from Will P. Edwards to City of Big Spring, and recorded in Volume 82, Page 31, Deed Records, Howard County, Texas.

Tract 105: 1.95 acres, more or less, out of the Southeast Quarter (SE/4) of Section 26 and the Northeast Quarter (NE/4) of Section 32, both in Block 33, T-1-N, T & P Ry. Survey, Howard County, Texas, and being the same land described in Warranty Deed dated June 29, 1965, from Dollie Denton Decker and husband, N.O. Decker, to the City of Big Spring, and recorded in Volume 355, Page 25, Deed Records, Howard County, Texas.

Tract 106: 0.0574 acres, more or less, out of the Southeast Quarter (SE/4) of Section 26 and the Northeast Quarter (NE/4) of Section 32, both in Block 33, T-1-N, T & P Ry. Survey, Howard County, Texas, and being the same land described in Warranty Deed dated June 29, 1965, from Dollie Denton Decker and husband, N.O. Decker, to the City of Big Spring, and recorded in Volume 355, Page 25, Deed Records, Howard County, Texas.

Tract 107: 1.789 acres, more or less, being the East 536.66 feet of Lot Four (4) in Block One (1), in Cedar Ridge Addition, to the City of Big Spring, Howard County, Texas an addition to the City of Big Spring, Howard County, Texas, according to the proper map or plat thereof recorded in the Plat Records of Howard County, Texas.

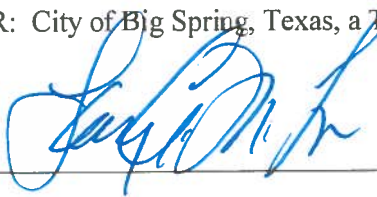
Tract 108: 1.249 acres, more or less, being part of Lot Nine (9), Block Seventeen (17), North Park Hill Addition, an addition to the City of Big Spring, Howard County, Texas, and being the same land described in Correction Warranty Deed dated May 6, 1978, from Truman Jones and wife, Dorothy Ann Jones, to City of Big Spring, and recorded in Volume 472, Page 635, Deed Records, Howard County, Texas.

Tract 109: 0.204 acres, more or less, out of the Southeast Quarter (SE/4) of Section 32, Block 33, T-1-N, T & P Ry. Survey, Howard County, Texas, and being the same land described in Warranty Deed dated April 21, 1964, from Mary V. Burcham to the City of Big Spring, and recorded in Volume 341, Page 19, Deed Records, Howard County, Texas.

Tract 110: 0.09 acres, more or less, out of the Southeast Quarter (SE/4) of Section 32, Block 33, T-1-N, T & P Ry. Co. Survey, Howard County, Texas, and being the same land described in Warranty Deed dated April 21, 1964, from T. A. Burcham and wife, Dolly Burcham, to the City of Big Spring, and recorded in Volume 341, Page 20, Deed Records, Howard County, Texas.

IN WITNESS WHERE OF this Exhibit is accepted and signed for identification.

LESSOR: City of Big Spring, Texas, a Texas home-rule municipality

By: 

LESSEE: Four Sevens Operating Co., Ltd.

By: 



CITY OF
Big Spring

MEMORANDUM

Date: January 14, 2025

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

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

Re: Architectural/Engineering Agreement with Jacob Martin for the Design and Construction Management of the New Police and Fire Fitness Center at the Airpark Training Facility

As City Council is aware staff has proposed to renovate the Training Center on the Airpark and reutilize the building as a Police and Fire Fitness Center. Dora Roberts Rehabilitation Center has donated all the fitness equipment and donated \$165,000 dollars for the specialized flooring. The environmental concerns at the training facility building have been mitigated.

As a result of the state requirements for a project of this magnitude an Architectural/Engineering review is required. Jacob Martin has provided a proposed Architectural/Engineering Service Contract that includes various phases to meet the State requirements. Those phases include Schematic Design, Design Development and Construction Documents, Bidding and Award, and Construction Management. The estimated cost associated with the proposed services is \$90,000 dollars.

Staff is requesting that City Council authorize the City Manager to execute the Architectural/Engineering Agreement with Jacob Martin as proposed. The funds for this effort were budgeted in the Buildings Special Projects account 410-210-610-6201 balance available in that account is \$200,000 dollars.

STANDARD AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made by and between the City of Big Spring, a Texas Home Rule municipal corporation (“CITY”) and Jacob Martin, LLC, (“ENGINEER”).

WHEREAS, CITY desires to retain a person or firm to provide the following services: engineering services for the **Training Center Renovation**.

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

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

I. Scope of Services

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

It is expressly understood that in the performances of the services herein, ENGINEER and the agents and employees thereof, shall act in an independent capacity and as an independent consultant and not as officers, employees or agents of CITY.

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

The Term of this Agreement shall commence on the later date of execution by both parties, and shall continue thereafter until the completion of the Services under all Statements of Work, unless sooner terminated pursuant to this Section XIII.

II. Compensation to ENGINEER

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

III. Project Schedule

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

IV. Ownership of Documents

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

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

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

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

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

V. Confidentiality

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

VI. Records License and Retention

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

VII. Taxes

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

VIII. Material and Equipment

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

IX. Amendment

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

X. Indemnification

ENGINEER shall indemnify, and hold harmless CITY and its officers, directors, managers, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") from and against, any and all damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses, including, and without limitation to the generality of the foregoing, reasonable attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement, the cost of pursuing any insurance providers, and any costs arising from or in connection to injury or death of any person or damage to any property (collectively, "Losses"), any claim of a third party arising out of or occurring in connection with ENGINEER's performance, negligence, willful misconduct, or breach of this Agreement.

XI. Insurance

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

XII. Applicable Law

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

XIII. Termination

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

XIV. Nonconformity

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

XV. Excusable Delays

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the defaulting party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, explosion, or volcanism; or (c) war or invasion (collectively, "Force Majeure Event"). The party suffering a Force Majeure Event shall give notice within seven (7) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay, ensure the effects of such Force Majeure Event are minimized, and execute the performance of this Agreement.

XVI. Notices

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

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

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

Todd Darden, City Manager

City of Big Spring
310 Nolan St.
Big Spring, TX 79720

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

XVII. Non appropriations

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

XVIII. Assigned Personnel

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

XIX. Standard of Care

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

XX. Accessibility—Texas Accessibility Standards

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

XXI. Modifications

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

XXII. Third Party Obligations

CITY and ENGINEER hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and

assigns of such party in respect to all covenants of this Agreement. Neither CITY nor ENGINEER will be obligated or liable to any third party as a result of this Agreement.

XXIII. Assignment

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

XXIV. Choice of Law, Forum, and Venue

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

XXV. Waiver

In no event shall the making by the CITY of any payment to ENGINEER constitute or be construed as a waiver by the CITY of any breach of the Agreement, or any default which may then exist, nor shall it in any way impair or prejudice any right or remedy available to the CITY in respect to such breach or default.

XXVI. Severability

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

XXVII. Integrated Agreement

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

XXVIII. Non-Waiver of Governmental Immunity.

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

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

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

XXIX. Additional Representations and Covenants

- (a) In this section XXIX, “officer” means each City of Big Spring elected official, direct appointee of City Council, and direct appointee of the City Manager.
- (b) Each Party to this Agreement acknowledges that it has the power and authority to enter into this Agreement and that all documents executed and delivered pursuant to this Agreement are valid, binding, and enforceable upon such Party. Each Party further acknowledges that there are no outstanding parties nor any additional signatories required for the execution of this Agreement.
- (c) ENGINEER covenants that it will file a “conflicts of interest questionnaire” (“questionnaire”) (available from Texas Ethics Commission web site) with CITY if the ENGINEER has a business relationship with the CITY and: (1) has an employment or other business relationship with an officer or an officer’s family member that results in the receipt by the officer or family member of taxable income of more than \$2,500 in the preceding twelve months; (2) has given an officer or an officer’s family member one or more gifts totaling more than \$100 in the preceding twelve months; or (3) has a family relationship with an officer.
- (d) ENGINEER (1) represents to CITY that it does not boycott Israel, and (2) covenants that it will not boycott Israel during the term of the contract.
- (e) ENGINEER represents to CITY that it is not a company on a list prepared and maintained by the Texas Comptroller and that does business with Iran, Sudan, or a foreign terrorist organization (these lists are available at <https://comptroller.texas.gov/purchasing/publications/divestment.php>) unless it is a company affirmatively declared by the United States government to be excluded from the applicable federal sanctions regime.
- (f) ENGINEER (1) represents to CITY that it does not boycott energy companies, and (2) covenants that it will not boycott energy companies during the term of the Agreement.
- (g) ENGINEER (1) represents to CITY that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) covenants that it will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.)

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the Parties signs.

EXECUTED and AGREED to as of the dates indicated below:

Signature page follows:

ENGINEER:

JACOB MARTIN, LLC

Kirt Harle, P.E., Senior Principal

Date: _____

Attest:

Will Dugger, Senior Principal

CITY:

THE CITY OF BIG SPRING, TEXAS

Todd Darden, City Manager

Date: _____

Attest:

Tami L. Davis, Assistant City Secretary

APPROVED AS TO FORM ONLY:

Andrew W. Hagen, City Attorney

CERTIFICATE OF INSURANCE REQUIREMENTS CITY OF BIG SPRING, TEXAS

1. General Insurance Conditions

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

1.1. Satisfactory Companies

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

1.2. Named Insureds & Loss Payable Endorsements

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

1.3. Waiver of Subrogation

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

1.4. Certificates of Insurance

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

1.5. Engineer's Liability

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

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

2. Types and Amounts of Insurance Required

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

2.1 Commercial General Liability

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

Coverage shall be as follows:

\$ 2,000,000.00 General Aggregate

\$ 1,000,000.00 Each Occurrence

2.2 Automobile Liability

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

\$ 1,000,000.00 Combined Single Limit

2.3 Umbrella Liability

\$ 2,000,000.00 Each Occurrence

\$ 2,000,000.00 Aggregate

2.4 Workers' Compensation Coverage:

State statutory limits

2.5 Professional Liability

\$ 1,000,000.00 Per Claim

EXHIBIT A

SCOPE OF WORK

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

The project scope includes architectural/engineering services for schematic design, design development, construction documents, bidding and award, and construction administration of proposed training center renovation.

Basic Engineering Services

A – Schematic Design Phase

1. Make site visit(s) to the site to collect necessary information from the City and to collect information at the site.
2. Meet with City personnel to discuss and define the scope of the project.
3. Prepare schematic layouts of the proposed facility renovation, meet with City personnel to discuss the schematic layout, and obtain comments from City personnel.
4. Revise schematic layout based on comments from city personnel.

B – Design Development and Construction Documents Phase

1. Prepare detailed specifications, contract drawings and plans for bidding and constructing project.
2. Assist City with permitting as required.
3. Furnish Bidding Documents to City for legal review.
4. Finalize Bidding Documents incorporating City's comments.

C – Bidding and Award Phase

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

D – Construction Phase

1. Coordinate Pre-Construction Conference.
2. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
3. Consult and advise the City, issue all instructions to the Contractor requested by

“EXHIBIT A”

- the City, and prepare routine field orders and/or change orders as required.
4. Review submittals Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents.
 5. Review and recommend Contractor's payment requests.
 6. Conduct in company with the City a site visit following substantial completion notice and prepare punch list.
 7. Conduct in company with the City a final inspection of the project for conformance with the design concept of the project and compliance with the Contract Documents and approve in writing final payment to the Contractors.
 8. Review contract drawings with the assistance of Owner and Contractor to show the work as actually constructed. Furnish two (2) sets of Record Drawings and a digital copy of the Record Drawings to the City.

Additional Engineering Services

- Provide topographic surveying.
- Provide materials testing for subgrade, asphalt, and concrete as required.
- TAS review and inspection.

Compensation Payment Schedule

Compensation for Tasks A and B of the Basic Engineering Services as described in the Scope of Services shall be at a lump sum price of \$60,000. 20% (\$12,000) of the lump sum fee shall be invoiced at the completion and final approval of the schematic layout the design and approval of the construction drawings by the City. The remaining 80% (\$48,000) of the lump sum fee shall be invoiced at the completion and final design and approval of the bidding documents by the City. The remaining 10% (\$6,000.00) shall be invoiced once bidding and the award is complete. The remaining 20% (7,600) of the lump sum shall be invoiced after completion of the construction.

Compensation for Tasks C and D – of the Basic Engineering Services shall be at a time and expense basis per the attached rate schedule with not to exceed of \$20,000.00.

Compensation for Additional Engineering Services (Topographic Surveying, Materials Testing and TAS Review/Inspection) as described above shall be at a time and expense basis per the attached rate schedule with not to exceed of \$10,000.00.

Expanded Scope

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



CITY OF
Big Spring

MEMORANDUM

Date: January 14, 2025

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

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

Re: Airfield Pavement Study to Determine the Weight Bearing Capability of the Airport Runways and Taxiways at McMahon-Wrinkle Airport

Staff needs to determine if the airport runways and taxiways can support larger aircraft, which may be used in connection with future GEO Operations, should they be awarded a new contract with the Federal Government.

Our Airport Consultant Woolpert has provided a cost estimate to conduct an Airfield Pavement Study to determine the weight bearing capability of the runways and taxiways. Staff approached GEO and requested they participate in a cost share for the Pavement Study since it was being accomplished in support of potential GEO Operations. GEO agreed to participate in the cost of the study and provided \$50,000 dollars for their share of the project. The estimated cost of the study less the optional additional services is \$139,700 dollars.

Staff are requesting that the City Council authorize the City Manager to execute the Airfield Pavement Study Agreement with Woolpert as proposed. The funds for this effort will be in the Runways and Airfield Lighting Account 410-210-610-6229. The City of Big Spring Airpark investment in this effort less the GEO contribution will be \$89,700 dollars. Staff budgeted \$25,000 dollars and an additional \$64,700 dollars will need to be appropriated from the Airpark Fund Balance.

**SCOPE OF WORK
FOR
BIG SPRING MCMAHON-WRINKLE AIRPORT
BIG SPRING, TEXAS
Project No.TBD
Airfield Pavement Study**

This is an Appendix attached to, made a part of and incorporated by reference with the Professional Services Agreement dated May 6, 2024, between the City of Big Spring and Woolpert, Inc., for providing professional services. For the remainder of this scope the Big Spring McMahon-Wrinkle Airport is indicated as "Sponsor" and Woolpert, Inc., is indicated as "Engineer." Woolpert will provide many of the services through subconsultants AP Tech and Rodriguez Engineering Laboratories. These subconsultants will also be referred to herein as "Engineer."

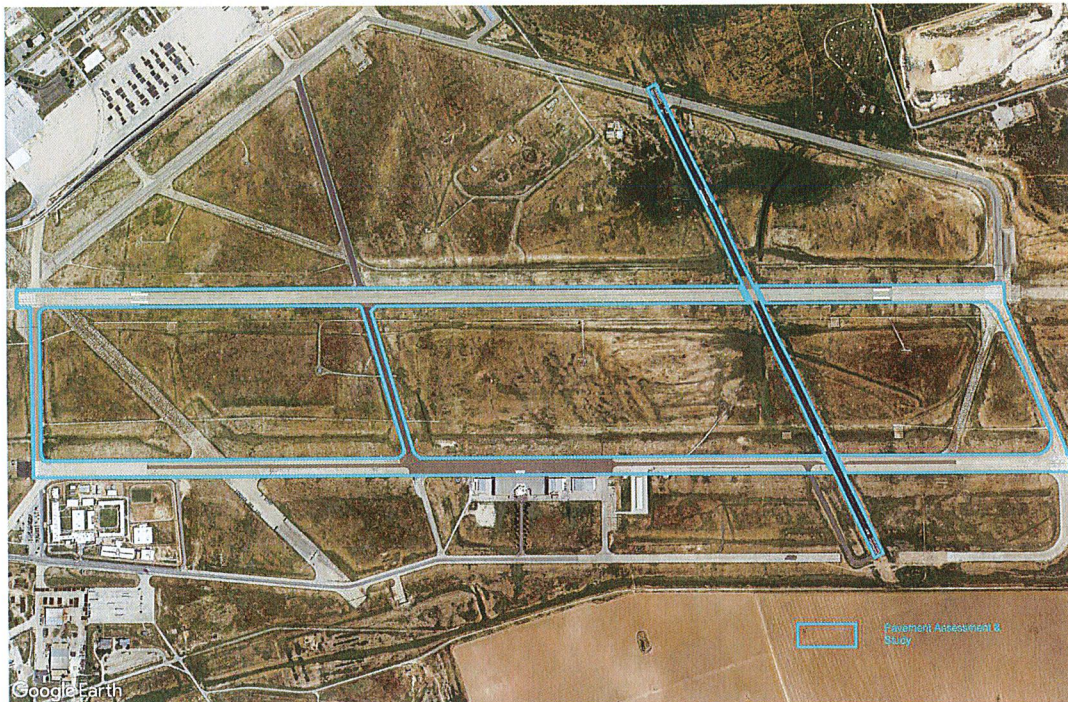


EXHIBIT NO. 1

DESCRIPTION

This project will consist of an airfield pavement study. The pavements at BPG are visually assessed periodically but the Airport would like to have a more comprehensive understanding of the condition of their pavements and how large aircraft potentially operating at BPG in the future might impact the condition of the network. The scope of work includes **Basic Services:** network-level Pavement Condition Index (PCI) inspections, falling weight deflectometer (FWD) testing, and a structural assessment to determine the Pavement Classification Rating (PCR) for the base scope of work. **Additional Services** to provide maintenance and rehabilitation (M&R) analysis and a recommended rehabilitation plan are presented as an optional task for consideration by the Airport.

The work on this project will be conducted in accordance with the appropriate standards, guidelines, and supporting software, including the following:

- ASTM Standard D5340-24, Standard Test Method for Airport Pavement Condition Index Surveys.
- Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5320-6G, Airport Pavement Design and Evaluation.
- FAA AC 150/5335-5D, Standardized Method of Reporting Airport Pavement Strength – PCR.
- FAA AC 150/5370-10H, Standards for Specifying Construction of Airports.
- FAA AC 150/5370-11B, Use of Nondestructive Testing in the Evaluation of Airport Pavements.
- FAA AC 150/5380-6C, Guidelines and Procedures for Maintenance of Airport Pavements.
- FAA AC 150/5380-7B, Airport Pavement Management Program.
- PAVER 7.1.2 and FAARFIELD 2.1 software.

The PAVER pavement management system is the recommended software for this project. PAVER is the aviation industry standard and is used by many airports throughout the United States. This proposal assumes an existing PAVER database and associated maps maintained by TxDOT will not be available. If available, we will build on the existing pavement management framework.

PART A - BASIC SERVICES consists of the Pavement Study work, including field work, analysis, reporting, preparation of deliverables, and coordination.

Task 1.01 Project Meetings and Coordination

The project will begin with a virtual kick-off meeting with Airport and Engineer staff. During this meeting, the final scope of work and schedule will be reviewed, and each deliverable will be discussed in detail, so that everyone leaves the meeting with a clear understanding of the schedule and final products expected from this project. Coordination and timing of the fieldwork activities—including PCI inspections and FWD testing—will also be discussed, as well as airport access and other security and airport operation concerns. During this meeting, a project contact list will be generated, and the chain of communication to be used throughout the project will be established.

A virtual meeting will be conducted mid-way through the project to discuss specific aspects of the project and to provide updates on the overall project status. These will focus on presenting PCI and PCR analysis results and what they mean, with this time included as part of associated tasks. Additional coordination will also occur throughout the duration of on-site activities.

If the Airport decides to include the optional M&R task, a series of additional virtual meetings will be held with Woolpert and Airport staff. One such meeting is proposed to discuss PAVER customization inputs and to review pavement performance models. Another meeting will take place following completion of the analysis and development of a preliminary rehabilitation plan, which will give Airport staff an opportunity to provide input into the recommended rehabilitation plan, ensuring that it meets Airport needs and aligns with long-term plans.

The proposed meetings will allow Woolpert and the Airport an opportunity to provide input throughout the project and to seek clarification or answers to questions regarding the overall pavement evaluation. Additional communication and coordination will occur through emails, phone calls, and as-needed virtual meetings; the only on-site meetings included are those inherent to PCI and FWD data collection.

Airport Provided Items

There are no specific items required from the Airport for this task.

TASK 1.01 DELIVERABLES TO SPONSOR
Contact List

TASK 1.01 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
Kickoff Meeting	Teleconference/Online
Progress Meeting	Teleconference/Online
PAVER Input Meeting (optional service)	Teleconference/Online
Pavement Maintenance Plan Review (optional service)	Teleconference/Online

Task 1.02 Records Review

Pavement construction, rehabilitation, and maintenance history information will be collected for BPG, to the extent available. Records of interest include the type of work performed, the extents of each project, and when the work was completed. Material types and thicknesses along with subgrade strengths will be obtained where possible. APtech will use the collected information to establish a PAVER database (if not available from other sources) and the network definition map prior to performing the pavement inspections, as well as to establish inputs for the structural evaluation.

Prior to finalizing the inventory information, APtech will provide a draft summary of the collected information for review and comment. The data will then be preserved in the corresponding PAVER pavement management database.

Detailed aircraft traffic information is required for the structural analysis (PCR) of the BPG pavements. The types of aircraft traffic data that are needed for the analysis include aircraft type, maximum take-off weights (MTOW), number of annual departures and arrivals, anticipated changes in annual departures and arrivals over the 20-year analysis period, and distribution of this traffic between the runways and taxiways. It is important that the traffic data are up to date and are an accurate portrayal of the existing and future traffic data and patterns.

Items Woolpert will provide from recent Planning study, or work with BPG for updated data:

- BPG PAVER database (.e70 or .e71 file), if available.
- Airfield base map in AutoCAD.
- Pavement work history information including geotechnical studies.
- Representative aircraft traffic data for BPG, including aircraft types, operating weights, volumes, and the distribution of this traffic on the airfield (i.e., a breakdown of the aircraft using the various pavements). Will require input from the Airport regarding current aircraft distribution between facilities and potential future aircraft.

TASK 1.02 DELIVERABLES TO SPONSOR
Summary of work history records for each pavement section, including pavement layer thicknesses and construction years.
Summary of aircraft fleet mix for approval.

Task 1.03. Network Definition and Mapping

This involves creating the network definition map that indicates branch, section, sample unit boundaries, and joint layout details for PCC sections. If the network definition map established by TxDOT is made available, the updated network definition will generally align but may need to incorporate additional sectioning as needed to meet the project objectives. For example, the parallel taxiway will be inspected full-width to capture portions that are not currently trafficked but may be used in the future if larger aircraft begin operating at BPG. Other color-coded summary maps will also be created to illustrate project results, including PCI (current) and PCRs. Rehabilitation recommendations will also be illustrated, if the optional task is included. If aerial imagery is available, project maps will be overlaid on aerial photographs. Maps will be oriented as requested to ensure proper georeferenced data.

Additionally, this task will link the section map within PAVER so that data can be selected and displayed graphically within the software. This process associates the inventory, condition, and work history data with a shapefile, facilitating information navigation in PAVER and making the resulting data available using any GIS software once exported from PAVER.

TASK 1.03 DELIVERABLES TO SPONSOR
Network definition map for Sponsor review.

Task 1.04. Visual Condition Evaluation

The Engineer will perform a visual inspection (per ASTM D5340) of the airfield pavements (ASTM D5340) as identified in Exhibit 1. The Engineer will make every effort to minimize the impact on operations, including working on a give-way basis when possible and coordinating schedules with any planned closures. Crews are experienced at working on uncontrolled airports such as BPG and, if allowed to work without an Airport-provided escort, will use handheld radios to monitor/communicate on the UNICOM frequency. Engineer assumes PCI inspections will be permitted during daylight hours, without the need for artificial lighting.

The inspection team will also use tablets to directly enter distress data into PAVER during the PCI inspections. The use of these tablets significantly accelerates the processing of the collected data while also increasing data accuracy and allowing the ability to directly review current PCIs while on site (and to review against previous results, if the existing PAVER database is provided). One further advantage of using this technology is that preliminary PCI data are immediately available after the pavement inspections.

Prior to the start of inspections (including during scope negotiations), the Engineer will work closely with the Airport to identify areas of concern so that more detailed assessments and documentation can be planned. Airport staff are welcome to accompany the inspectors in the field at any point during this task.

During the inspections, digital photographs will be taken to show typical distress types and condition for each pavement section. These photographs will be taken with a GPS-enabled camera and will be geospatially overlaid on an aerial photo or Google Earth image so their location can be easily identified. In addition, the Engineer will note other important information that is not directly measured or recorded during a formal PCI inspection, such as the possible cause(s) of the identified distresses.

During the PCI survey, visible signs of deterioration within a selected sample unit will be recorded and analyzed by distress type, severity, and quantity. Results will be presented using the color-coded PCI rating scale.

The Engineer will use a sampling rate which is proven to provide a sufficient level of confidence in the results. The Engineer will use the sampling density outlined in Table 1 and will confirm that an acceptable level of confidence is achieved after the samples are inspected. The proposed inspection density in Table 1 will be used for the pavements identified in Exhibit 1.

Table 1. Proposed network-level inspection sampling rate.

Concrete Pavement		Asphalt-Surfaced Pavement	
N	n	N	n
1 – 3	all	1 – 3	all
4	3	4	3
5 – 7	4	5 – 9	4
8 – 10	5	10 – 20	5
11 – 16	6	21 – 30	6
17 – 28	7	31 – 70	7
29 – 64	8	>70	10%, but ≤ 17
65 – 90	9		
> 90	10%, but ≤ 32		

where: N = total number of sample units in section.
n = number of sample units to inspect.

The results of the condition surveys will be used to calculate PCIs for each pavement section. The PCI, when compared to construction years, will be used to determine the rate at which each section is deteriorating. Additionally, the distress information will be analyzed to determine the types of distress present in each pavement section and the primary cause of deterioration (structural, climatic, or other).

Sponsor Provided Items: Airport staff will provide airfield access and escort (if needed). Airport staff will also review and provide approval of a proposed pavement inspection plan.

TASK 1.04 DELIVERABLES TO SPONSOR
Schedule for PCI surveys inspections
Photographs of distresses with GPS coordinates
PCI results by section in map and table format

Task 1.05. Structural Testing and Analysis

The Engineer will perform nondestructive testing using its FWD. The team's FWD operators are experienced at working on at uncontrolled airports and, if allowed to work without an Airport provided escort, will use the truck's radio to monitor/communicate on the UNICOM frequency. The FWD testing will be performed during off-peak operational periods and can be done at night if necessary. Besides the lights on the vehicle and equipment, no additional lighting is required to perform FWD testing at night. This task also includes the analysis of the collected FWD data to determine subgrade and pavement layer material properties.

FWD testing will be performed using a Dynatest Model 8082 heavy-weight model FWD, which is capable of simulating in magnitude (up to 55,000 lbs) and duration the loads imparted to a pavement by a moving wheel load. FWD testing will be conducted following the guidance in FAA AC 150/5370-11B. Figure 1

outlines the pavements to be tested; pavements identified by the Airport as rated less than 12,500 lbs are excluded from FWD testing and structural analysis. The proposed testing pattern will include two passes (corresponding to the wheel paths of main gear) on runways and taxiways at 200-ft intervals. Although most of the parallel taxiway is configured to only receive traffic near the current centerline, the outer wing portions of the taxiway will also be structurally assessed. By testing this taxiway full-width, the structural assessments will provide the Airport an understanding of structural capacity for potential centerline adjustments and for proposed future aircraft (for those specifically provided as part of Task 2).

The Engineer will calculate normalized deflections, which are based on the maximum deflection directly under the load and provide an indication of the pavement response to aircraft loadings. By evaluating the deflection profiles, areas with changes in pavement structural capacity or condition can be easily identified. Through a process called backcalculation, the modulus of the pavement layers and of the subgrade will also be determined. The in-place properties, and how they potentially vary across each facility, improve the reliability of the structural assessment. For pavement capacity analysis, an accurate determination of the subgrade modulus is critical, as it is one of the most influential inputs in design and analysis programs. Furthermore, the subgrade moduli obtained through this process represent the in-place moduli of the materials, as opposed to a possibly disturbed sample that is later tested in the laboratory. Similarly, the pavement layer moduli also represent in-place properties, improving reliability of the PCR analysis results. The results of deflection testing and backcalculation will be used to generate inputs for PCR calculations.

Having an accurate understanding of the pavement layer characteristics (material type and thickness) is critical for proper structural assessments. The Engineer will extract core samples from the pavements identified in Figure 1. This includes the development of a coring plan by identifying quantity of cores and approximate location. Thickness of the bound layers and unbound base layers will be used as inputs for FWD data backcalculation and for PCR analysis.

Airport Provided Items: Airport staff will provide airfield access and escort (if needed) for the FWD operator.

No direct deliverables associated with Task 5.

Task 1.06. PCR Analysis and Reporting

The Engineer will calculate the PCR of each pavement section in accordance with FAA AC 150/5335-5D and using the FAA's FAARFIELD software. The resulting values will be compared with the Aircraft Classification Rating (ACR) of the analyzed aircraft to identify if and to what extent any aircraft are overloading the existing pavement sections. PCR results and relative ACR/PCR ratios will be presented on a summary map. Where structural capacity is a concern, the Engineer will review Cumulative Damage Factors (CDFs) computed by FAARFIELD to further assess potential aircraft overloads. A single PCR will be recommended as the value to publish for each runway. Additionally, aircraft loads for applicable gear configurations will be correlated with the resulting PCRs and reported. The Engineer will provide pavement strength results for FAA Form 5010, Airport Master Record, allowing the Airport to update applicable fields into the FAA Airport Data and Information Portal (ADIP). Based on the Airport's desires, the Engineer can also assess additional aircraft that may operate on an occasional or future basis.

TASK 1.06 DELIVERABLES
PCRs results will be provided to the Airport in a memo style report. For the runways at BPG, APTEch will provide the required details for the Airport to enter PCRs into FAA's Airport Master Plan records.

Task 1.07. PCI Reporting and Deliverables

If the Airport desires only the PCI results for this project, a simple memo style report will be prepared to provide the results by section in map and table formats. A more detailed project report will be provided if the Airport selects to also include rehabilitation planning development as part of the scope (optional Task 8).

TASK 1.07 DELIVERABLES
Maps summarizing the pavement network including network definition, surface type, and PCI. These maps will be provided in the report as well as electronically (CAD or GIS files).
Inspection photos, with embedded GPS coordinates, along with a corresponding Google Earth KMZ file to identify photo locations.
BPG PAVER pavement management database, complete with internal GIS link.
Standard PAVER reports, including the work history report, branch condition report, section condition report, and a detailed inspection report.

ADDITIONAL SERVICES

Task 1.08. PAVER Customization, M&R Analysis, and Recommended Rehabilitation Plan (Optional)

This is an optional task that will involve customizing the BPG PAVER database with key inputs to allow for analysis using PAVER's M&R planning tools and development of a recommended rehabilitation plan.

To get the most out of the pavement management system, the Engineer will customize the PAVER database and use the software M&R planning tools to determine work needs. The Engineer will develop performance models to predict future conditions and timing of recommended rehabilitation projects over the next decade. The Engineer will also work closely with the Airport to review and update customized M&R analysis inputs, so they reflect the plans and policies under which BPG operates. These inputs include critical PCIs (the point at which rehabilitation should be considered instead of preventive maintenance), maintenance policies, and unit costs for M&R activities. The unit cost information will ideally be sourced to recent projects at BPG, if available. If not, Woolpert will utilize other sources for comparable unit cost information. At the start of the customization activities, the Engineer will prepare a document outlining PAVER M&R analysis inputs for Airport review and collaboration. A virtual meeting will be held to review the PAVER M&R analysis inputs and allow the Airport to ask questions and provide feedback.

The M&R analysis will begin by using PAVER to analyze five budget scenarios (no funding, unlimited funding, funding to keep pavements above target PCIs [55 and 70], and eliminate backlog). The PAVER M&R analysis will identify pavement sections that either have PCIs below established critical values or that are projected to fall below those values during the 10-year analysis period. The needs identified in the PAVER M&R analysis will be adjusted to organize work into logical project groupings, serving as the starting point for developing a recommended rehabilitation plan. The Engineer will also consider distress types that are present and the results of the structural evaluation when developing recommendations.

A virtual meeting is proposed with the Airport to discuss the M&R analysis results, structural analysis results, and preliminary recommended rehabilitation plan. The discussion will focus on factors other than pavement condition that might affect the recommended plan, such as safety requirements, phasing needs, construction feasibility, funding constraints, future facility use, and projects that are already programmed for work. The recommended plan will be adjusted to account for these factors.

In addition to developing a recommended rehabilitation plan, the Engineer will use PAVER to identify maintenance needs based on the distress types and quantities recorded during the inspections. This analysis is straightforward; maintenance policies and unit costs are applied to the extrapolated distress data to determine what maintenance actions (such as crack sealing and patching) are recommended. Repair quantities and planning-level costs will be calculated for each pavement section.

A project report that documents the methodologies, analysis results, M&R needs, the recommended rehabilitation plan, along with the associated costs of the recommended activities will be developed. A draft report in PDF format will be provided to the Airport for review and comment, followed by a final report in PDF format.

Airport Provided Items:

- Review and input of PAVER M&R customization items.
- Input on priorities of rehabilitation plan.
- Any planned construction and rehabilitation projects.

TASK 1.08 DELIVERABLES
Paver Customization Document
Project report, draft and final, in PDF format

Schedule

Once the notice to proceed is provided, the Engineer will initiate work. The Engineer anticipates the project schedule will have the following milestones:

- PCI memo report within 2 months of completing inspections.
- PCR memo report within 2 months of completing FWD testing and receiving the pavement layer details (applicable records and core results).
- Optional Task 8 report within 1 month following the completion of both the PCI and PCR analysis.

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. The lump sum fee presented includes labor and expenses of both Woolpert and subconsultant partners. It is not anticipated that Woolpert staff the need to visit the site as part of this project; if on-site visits are needed we anticipate they can be combined as part of other ongoing projects at BPG.
2. Woolpert will use existing mapping data collected from the recent planning project, as needed to support the completion of work.
3. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
4. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.

5. An AC 150/5300-18B (or Current Edition) compliant survey is not required as a part of this project. No data will be submitted to Airports GIS (AGIS) through the Airport Data and Information Portal (ADIP).
6. Geotechnical and pavement analysis to the level required for design of the upcoming rehabilitation or reconstruction of Runway 6-24 is not included in the project. Additional geotechnical work as necessary will be included in that project, which includes activities not included as part of this scope.
7. Airport has or will have the PAVER program with which to maintain a pavement management plan in the future and receive assistance as part of Optional Task 8.

OTHER ADDITIONAL SERVICES NOT INCLUDED

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

PROPOSED FEE

Tasks 1.01 – 1.07 (Basic Services)	\$139,700
Task 1.08 (Optional Additional Service)	\$37,700
Total (All Services)	\$177,400

All fees as lump sum.

January 10, 2025

To: Big Spring, Texas
City Council

Please accept this as my resignation from the Planning and Zoning Board of the City of Big Spring, to enable my appointment to the Economic Development Board of the City, with Council approval.



Terry McDaniel

1-7-2025

To: Big Spring EDC, Leadership Team, and Mayor Robert Moore

From: Joel De La Garza, VP Big Spring EDC

Subject: Resignation

To my fellow EDC Board members and leadership team, I would like to first thank you for the opportunity to serve on the EDC Board. Following a considerable amount of thought and evaluation of my current obligations and commitments, I have determined that it is in my best interest to step aside from my present position as Board member and submit my resignation which will be effective 1/7/2025. Lastly, I want to extend my gratitude to Mayor Robert Moore for extending his confidence in me through his original nomination of me to serve. Again, I wish you all much success going forward and may God bless you all.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joel D. La Garza", with a stylized flourish at the end.

Joel De La Garza