



CITY COUNCIL REGULAR AGENDA

Tuesday, May 27, 2025

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, May 27, 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.

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

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

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| 5. PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 2204 JOHNSON, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BLOCK 43, COLLEGE HEIGHTS SUBDIVISION, BIG SPRING, HOWARD COUNTY, TEXAS – OWNER: ESTATE OF SHIRLEY J. WHITE | 5-48 | Hagen |
|--|------|-------|

City Manager's Report

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| 6. City Manager's report on the following items: <ul style="list-style-type: none">• Update - Large Item Pickup, District 5• Bert Andries Park Splash Pad is Open• Russ McEwen Aquatic Center Opening May 31st• Parks & Recreation Board - Need Members• Council Budget Work Session - June 10th | Darden |
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Consent Items

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| 7. Approval of the City Council Minutes of the Regular Meeting of May 13, 2025 | 49-56 | Davis |
| 8. Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Director's Minutes for the Regular Meeting of March 18, 2025 | 57-58 | Mark Willis |
| 9. Acknowledge Receipt of the McMahon-Wrinkle Aviation Advisory Board Minutes for the Regular Meeting of April 24, 2025 | 59-60 | Feeley |
| 10. Final Reading of an Ordinance Adopting Section 2-1 "Exemption of City Property from Execution," in Chapter 2 of the Big Spring City Code Entitled "Administration," to Exempt City Property from Execution; Moving Section 2-137 on Exemption of the City on Garnishment to Section 2-2; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed Were Open to the Public as Required by Law; and Providing an Effective Date | 61-63 | Darden |

Vouchers

11. Vouchers for 05/16/25	\$ 481,127.16	Blackburn
Vouchers for 05/23/25	\$ 678,856.74	

New Business

12. 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 Utility Fund Budget for the Purpose of Replacing a 2016 Utility Crew Pickup for the Distribution and Collection Department; Providing for Severability; and Providing an Effective Date	64-74	Medina
13. Consideration and Possible Action to Approve an Agreement with the YMCA for Lifeguard Services at the Russ McEwen Family Aquatic Center and Authorizing the City Manager or His Designee to Execute any Necessary Documents	75-87	Himes
14. Consideration and Possible Action to Approve an Amendment to an Oil, Gas and Mineral Lease with SM Energy Company and Authorizing the City Manager to Execute any Necessary Documents	88-91	Darden
15. Consideration and Possible Action Regarding a New Consolidated Lease with GEO for Prison and Support Facilities at McMahon-Wrinkle Airport and Authorizing the City Manager or His Designee to Execute any Necessary Documents	92-114	Feeley
16. Discussion Regarding the Proposed Police and Fire Fitness Center at McMahon-Wrinkle Airport and Seeking City Council Direction for Future Activities Associated with the Opportunity	115-116	Feeley
17. Boards and Committees Consideration and Possible Action on the Below Listed Board Members as Follows:	117-118	Moore

CRMWD Board of Director's
Ernie Morgan - Reappointment
Rick Watkins - Reappointment

Council Input

- | | |
|-------------|-------|
| 18. Input | Moore |
| 19. Adjourn | Moore |

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

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the City Council and **Posted on Friday, May 23, 2025 at 4:00 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.

2204 JOHNSON

Code Compliance Official: Ashley Guerra

Exhibit A-1

STATE OF TEXAS

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COUNTY OF HOWARD

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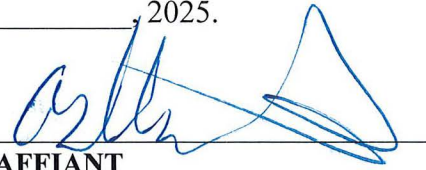
**AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 2204 JOHNSON**

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

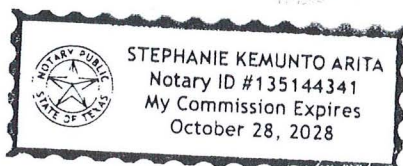
“My name is **Ashley Guerra**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“I am a Code Compliance Official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **2204 JOHNSON**, 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 20 day of May, 2025.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20th day of May, 2025 by the above referenced Affiant.



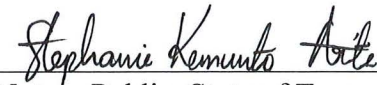

Notary Public, State of Texas

Exhibit A-2

Property Details

Account		
Property ID:	279607	Geographic ID: B2910037200
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	2204 JOHNSON	
Map ID:		Mapsco:
Legal Description:	S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES	
Abstract/Subdivision:		
Neighborhood:	MCDW	
Owner 		
Owner ID:	443463	
Name:	WHITE SHIRLEY J	
Agent:		
Mailing Address:	PO BOX 1512 BIG SPRING, TX 79721	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$11,918 (+)
Improvement Non-Homesite Value:	\$4,019 (+)
Land Homesite Value:	\$7,000 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$22,937 (=)

Agricultural Value Loss:?	\$0 (-)
Appraised Value:	\$22,937 (=)
Homestead Cap Loss: ?	\$0 (-)
Assessed Value:	\$22,937
Ag Use Value:	\$0

VALUES DISPLAYED ARE 2023 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

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: WHITE SHIRLEY J %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	\$22,937	\$22,937	\$54.80	
02B	CITY OF BIG SPRING	0.673163	\$22,937	\$22,937	\$154.40	
03B	BIG SPRING ISD	0.930900	\$22,937	\$22,937	\$213.52	
052	HOWARD COLLEGE	0.168395	\$22,937	\$22,937	\$38.62	

Total Tax Rate: 2.011374

Estimated Taxes With Exemptions: \$461.34

Estimated Taxes Without Exemptions: \$461.34

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
2204 JOHNSON CASE NOTES

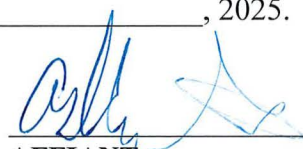
“This record, attached as **Exhibit A-3**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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.”

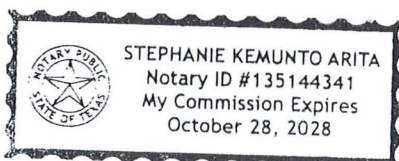
SIGNED on the 20 day of May, 2025.

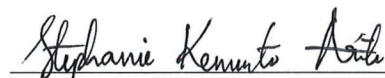


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20th day of May, 2025

by the above referenced Affiant.





Notary Public, State of Texas

Exhibit A-3



CASE NOTES

Page 1 of 1

Report Run On: Tuesday, 20 May
2025 10:54

Case # 23-00000052

Parcel # : 279607

Site Address: 2204 JOHNSON

Case Description: REPORT ON PROPERTY FOR SUBSTANDARD

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		PHOTOS TAKEN ON 5-16-25	Ashley Guerra	05/16/25	
GENERAL		FOLDER IN OFFICE WAITING TO GET RELEASED BY NICK	Ashley Guerra	04/28/25	
GENERAL		2ND SEARCH WARRANT FOR THIS PROPERTY DONE BY JAKE LEOS PHOTOS ALSO TAKEN BY JAKE LEOS	Malissa Garcia	04/03/25	
SITE VISIT		reinspected and nick is requesting warrants	Malissa Garcia	01/28/25	
GENERAL		owner of the property is shirley white	Ashley Guerra	09/13/23	
SITE VISIT		ON 9-8-23 WENT BACK FOR REINSPECTION NO PROGRESS HAS BEEN MADE ALSO NO CONTACT WITH THE OWNER .	Ashley Guerra	09/08/23	
PHOTOS		photos from the warrant on 8-24-23	Ashley Guerra	08/24/23	
PHOTOS		Pictures	Ashley Guerra	08/23/23	
CORRECTIVE ACTION		HOUSE IS SUBSTANDARD AND NEEDS TO BE BROUGHT UP TO CODE THERE ARE 2 STRUCTURES ON THIS PROPERTY IN BACK YARD . DEADLINE FOR COMPLIANCE IS SEVEN (7) DAYS FROM DATE OF MAILING	Ashley Guerra	08/23/23	
SITE VISIT		COMPLAINT ON PROPERTY GOING TO GET A WARRENT TO SEE PROPERTY UP CLOSE	Ashley Guerra	08/22/23	

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY ASHLEY GUERRA**

“With regard to the photographs in **Exhibits A-4** I am familiar with and recognize the scene depicted in the photographs. On August 22, 2023, August 24, 2023, and May 16, 2025, I inspected the property described as:

S/100 NE/4 OF BLOCK 43, COLLEGE HEIGHTS SUBDIVISION Big Spring,
Howard County, Texas, also known as **2204 JOHNSON**, Big Spring, Texas.

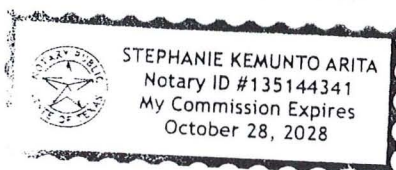
Each of the photographs is a fair and accurate depiction of the scene at the relevant time.”

SIGNED on the 20 day of May, 2025.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20th day of May, 2025
by the above referenced Affiant.





Notary Public, State of Texas

Exhibit A-4















August 24, 2023 11:58 AM



August 24, 2023 11:59 AM



August 24, 2023 11:59 AM



May 16, 2025 10:04 AM



May 16, 2025 10:04 AM



May 16, 2025 10:05 AM





May 16, 2025 10:06 AM

STATE OF TEXAS

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COUNTY OF HOWARD

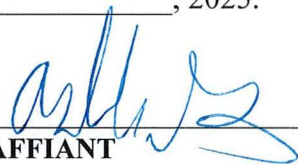
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**CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA**

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

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

SIGNED on the 20 day of May, 2025.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20th day of May, 2025
by the above referenced Affiant.


Notary Public, State of Texas

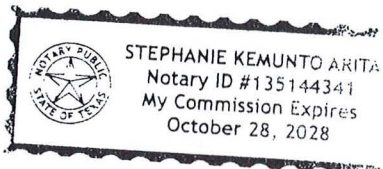


Exhibit A-5



City of Big Spring, TX
NOTIFICATION OF CODE VIOLATION

217 East 3rd St., Big Spring, TX 79720
Ph: 432-264-2504 Fax: 432-264-7024

FINAL NOTICE OF VIOLATION

23-00000052

WHITE SHIRLEY J
PO BOX 1512
BIG SPRING, TX 79721

Subject Property: 2204 JOHNSON , BIG SPRING, TX 00000
APN: 279607

Dear WHITE SHIRLEY J

This is a follow-up notice regarding the subject address where code violations persist. As you are aware, on you were sent a notice regarding this matter.

Your property was recently reinspected and no progress was observed. You must make the following correction(s) by or contact Code Enforcement to get this matter resolved promptly.

Municipal Code	Description	Corrective Action
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SUBSTANDARD
STRUCTURE

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 in 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.

HOUSE IS SUBSTANDARD AND NEEDS
TO BE BROUGHT UP TO CODE
THERE ARE 2 STRUCTURES ON THIS
PROPERTY IN BACK YARD .
DEADLINE FOR COMPLIANCE IS
SEVEN (7) DAYS FROM DATE OF
MAILING

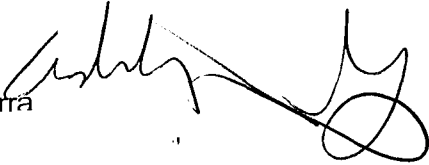
After , an inspection of your property will take place to verify compliance. Should this notice resolve the concern, no further action will be taken. However, please be advised, if a property owner or resident does not comply, further code enforcement action will be required.

Should you have questions regarding this notice, you may contact the undersigned at 432-264.2505 or by email at aguerra@mybigspring.com.

Thank you for helping to resolve this matter.

Sincerely,

Ashley Guerra
Code I

A handwritten signature in black ink, appearing to read 'Ashley Guerra', with a large, stylized loop at the end.



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

May 16, 2025

Estate of Shirley J. White
2204 Johnson St.
Big Spring, Texas 79720

Estate of Shirley J. White
2201 Johnson St.
Big Spring, Texas 79720

Re: 2204 JOHNSON, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: S/100 NE/4 OF BLOCK 43, COLLEGE HEIGHTS
SUBDIVISION, Howard County

Big Spring Code Compliance has determined that at the following structure(s): THE MAIN STRUCTURE AND TWO (2) STRUCTURES IN THE BACKYARD, 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	The structures in the back are in disrepair and needs to be brought up to Code. The structures are neglected, damaged, dilapidated, unsecured, and abandoned so as to constitute an attractive nuisance.

to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. 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.	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. 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 in capable of supporting all nominal loads and resisting all load effects.	The structural members are deteriorated. The structures are missing some roofing components. The roof has defects that appear to admit rain and has signs of deterioration. The exterior walls have holes, cracks, breaks, loose and rotting materials. Unsafe condition.
304.6 Exterior walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.	Exterior walls are in disrepair and have holes, cracks, breaks, loose and rotting materials.
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 structures are missing roofing components. The roof has defects that admit rain and is not sound and not tight.
304.13 Windows, skylight and door frames. Every window, skylight and door frame shall be kept in sound	Windows and doors are not in sound condition,

condition, good repair and weather tight.	good repair, or weather tight.
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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

**THE MAIN STRUCTURE AND TWO (2) STRUCTURES IN THE
BACKYARD.**

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

Issued by

Ashley Guerra

Name

Code Compliance Official

Title

+1 (432) 264-2505

Phone

aguerra@mybigspring.com

E-mail

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, May 27, 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.

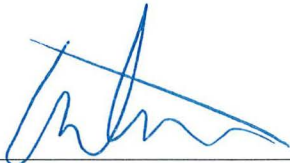
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, 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, appearing to read 'Ashley Guerra', is written over a horizontal line.

Ashley Guerra, Code Compliance Official
City of Big Spring, Texas

9589 0710 5270 2278 6313 03

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
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Certified Mail Fee \$	5/16/25 Postmark Here 2204 JOHNSON Final Notice
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
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☐ Certified Mail Restricted Delivery \$	
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Postage \$	
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Sent To <u>Estate of Shirley J. White</u>	
Street and Apt. No., or PO Box No. <u>2204 Johnson St.</u>	
City, State, ZIP+4® <u>Big Spring, TX 79720</u>	
PS Form 3800, January 2013 PSN 7530-02-000-9047 See Reverse for Instructions	

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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 \$	5/16/25 Postmark Here 2204 JOHNSON Final Notice
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 <u>Estate of Shirley J. White</u>	
Street and Apt. No., or PO Box No. <u>2201 Johnson St.</u>	
City, State, ZIP+4® <u>Big Spring, TX 79720</u>	
PS Form 3800, January 2013 PSN 7530-02-000-9047 See Reverse for Instructions	

ALERT: SEVERE WEATHER MOVING FROM THE CENTRAL U.S. THROUGH THE EASTERN U.S. ...

USPS Tracking®

FAQs >

Tracking Number:

Remove X

9589071052702278631303

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

Latest Update

Your item was returned to the sender on May 20, 2025 at 8:12 am 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
May 20, 2025, 8:12 am

In Transit to Next Facility
May 19, 2025

See All Tracking History

Feedback

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

Text & Email Updates

USPS Tracking Plus®

Product Information**See Less** ^**Tracking Number:****Remove** X**9589071052702278631280****Copy****Add to Informed Delivery** (<https://informedelivery.usps.com/>)**Latest Update**

Your item was returned to the sender on May 19, 2025 at 6:50 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

May 19, 2025, 6:50 pm

Addressee Unknown

BIG SPRING, TX 79720

May 19, 2025, 6:50 pm

See All Tracking History**What Do USPS Tracking Statuses Mean?** (<https://faq.usps.com/s/article/Where-is-my-package>)**See More** v

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FAQs

STATE OF TEXAS

§

§

COUNTY OF HOWARD

§

**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for May 27, 2025, attached as **Exhibit A-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on May 12, 2025.”

SIGNED on the 20 day of May, 2025.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20th day of May, 2025
by the above referenced Affiant.


Notary Public, State of Texas

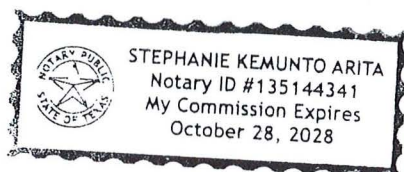


Exhibit A-6



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **MAY 27TH, 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:

2204 JOHNSON – LEGAL DESCRIPTION: S/100 NE/4 OF BLOCK 43, COLLEGE HEIGHTS SUBDIVISION – OWNER: THE ESTATE OF SHIRLEY J. WHITE

706 DOUGLAS – LEGAL DESCRIPTION: LOT 4, BLOCK 11, EARLES SUBDIVISION – OWNER: ANNA MARIA RUIZ

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





May 12, 2025 11:01 AM

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

The City Council of the City of Big Spring, Texas, met in a Regular Meeting in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, May 13, 2025, 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
COUNCIL MEMBER DANIEL MORENO
COUNCIL MEMBER BLACKBURN (Incoming)
COUNCIL MEMBER TOMPKINS (Outgoing)

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

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

Open Session

Call to Order

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

Invocation

David Allman, Hillside Christian Church, gave the invocation.

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

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

Public Comment

Public Comment

One citizen had concerns with fluoride in the city's water system. A couple of representatives from the Friends of Historic Downtown Big Spring thanked the City and CVB for sponsoring the Cinco de Mayo event.

Announcements, Presentations and Public Hearings

Mayor Moore opened the below listed public hearings at 5:41 p.m.

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1103 W 5TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LOTS 5-6, BLOCK 17, JONES VALLEY SUBDIVISION, BIG SPRING, HOWARD COUNTY, TEXAS – OWNER: THE ESTATE OF L. W. GREENHILL

MOTION WAS MADE BY Council Member Ornelas to abate the above captioned property (1103 W. 5th), seconded by Council Member Wilkerson.

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

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 2106 NOLAN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LOT 4, BLOCK 39, COLLEGE HEIGHTS SUBDIVISION, BIG SPRING, HOWARD COUNTY, TEXAS – OWNER: EDDIE ALVARADO

MOTION WAS MADE BY Council Member Yanez to abate the above captioned property (2106 Nolan), 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

Mayor Moore closed the above captioned public hearings at 5:45 p.m.

City Manager's Report

City Manager's report on the following items:

- Large Item Pickup, District 5 - May 21st
- Update - Tire Drive
- Update - Cinco De Mayo

- Update - Fun Day on the Run Way
- City Holiday - Monday, May 26th Memorial Day

Todd Darden, City Manager, reported on the above captioned items as follows: The tire drive was very successful and collected 1600 tires; The Cinco de Mayo event was very successful and had around 3,000 citizens attend and thanked the Friends of Historic Downtown Big Spring for their work; The Fun Day on the Run Way was also very successful and thanked the Airpark department and the CVB department; City offices will be closed on Monday, May 26th in observance of Memorial Day.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of April 22, 2025

Acknowledge Receipt of the McMahon-Wrinkle Aviation Advisory Board Minutes for the Regular Meeting of February 20, 2025

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 Utility Fund Budget for the Purpose of Installing a Drive-Up Service Window for Customer Convenience; Providing for Severability; and Providing an Effective Date

Final Reading of an Ordinance Amending Chapter 2 of The Big Spring City Code Entitled "Administration," Article VII "Boards and Commissions," Division 4 "Parks and Recreation Board," Section 2-295 By Deleting Subsection (E) to Activate the Parks and Recreation Board; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance Was Discussed Were Open to the Public as Required by Law; and Providing an Effective Date.

Final Reading of an Ordinance Amending Chapter 1 of the Big Spring City Code; Section 1-2 Entitled "Definitions and Rules Of Construction" to Define "Sport Shooting Range" to Conform to the Definition Under State Law, and Amending Chapter 38 of the Big Spring City Code, Section 38-1 Entitled "Firearms, Discharge Prohibited" and Section 38-6 Entitled "BB-Guns, Air Guns, Slingshots, Etc" to Continue to Prohibit Discharge Of Firearms, Air Guns, And Slingshots Within City Limits, and to Make Discharge of Such Only at Sport Shooting Ranges Exceptions to the Violations; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance Was Discussed Were Open to the Public as Required by Law; Providing for Publication; and Providing an Effective Date.

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

captioned minutes and ordinances, seconded by Council Member Ornelas.

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 04/25/25 \$ 563,317.46

Council Member Wilkerson reviewed the above captioned vouchers.

MOTION WAS MADE BY Council Member Wilkerson to approve the above captioned vouchers, 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

Vouchers for 05/02/25 \$ 280,699.50

Vouchers for 05/07/25 \$ 867,249.83

Mayor ProTem Tompkins reviewed the above captioned vouchers.

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

Bids

Consideration and Possible Action to Award a Bid for a Double Drum Asphalt Paving Roller for the Street Department and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Hughes to award the above captioned bid to Yellowhouse of Midland in the amount of \$59,971.00, 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 to Award a Bid for a Zero Turn Mower for the Airpark Department and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Hughes to award the above captioned bid to South Plains Implement in the amount of \$9,380.49, 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

New Business

Election of Mayor Pro Tem

Mayor Pro Tem Tompkins nominated Council Member Hughes to be the next Mayor Pro Tem.

MOTION WAS MADE BY Mayor Pro Tem Tompkins to appoint Council Member Hughes as Mayor Pro Tem, seconded by Council Member Ornelas.

**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

Emergency Reading of a Resolution Canvassing the Returns and Declaring the Results of the General Election Held on the 3rd Day of May, 2025, in the City of Big Spring, Texas; Finding and Determining that the Meeting at Which this Resolution was Discussed was Open to the Public as Required by Law; and Declaring an Emergency
Mayor Moore and the City Council Members reviewed the canvass results District 5 of the General Election held on May 3, 2025 as follows:

District 5

Tony Scharbrough	44 votes
Gloria Blackburn	80 votes

Mayor - Duly Elected Unopposed
Robert H. Moore III

MOTION WAS MADE BY Council Member Tompkins to approve the above captioned canvass resolution declaring Gloria Blackburn as City Council Member District 5, seconded by Mayor Pro Tem Hughes.

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

MOTION PASSED

Recognition of Outgoing Council Member - Troy Tompkins

Todd Darden, City Manager, and Mayor Moore presented a plaque to Council Member Tompkins and thanked him for his years of service on the City Council.

Administer the Oath of Office to the Duly Elected Council Members for the Mayor and District Five

Judge Haynes administered the oath of office to duly elected Robert H. Moore III as Mayor and to Gloria Blackburn as City Council Member District 5 and presented them with a certificate of election.

At this time Council Member Tompkins left the Council and Gloria Blackburn took seat on the Council and participated as Council Member for District 5 for the rest of the meeting.

First Reading of an Ordinance Adopting Section 2-1 "Exemption of City Property from Execution," in Chapter 2 of the Big Spring City Code Entitled "Administration," to Exempt City Property from Execution; Moving Section 2-137 on Exemption of the City on Garnishment to Section 2-2; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed Were Open to the Public as Required by Law; and Providing an Effective Date

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

YEAS: Mayor Moore, Council Member Yanez, Mayor Pro Tem Hughes, Council Member Wilkerson, Council Member Blackburn, Council Member Moreno 6
NAYS: Council Member Ornelas 1

MOTION PASSED

Consideration and Possible Action to Approve an Agreement with Jacob Martin for the Birdwell Lane Rebuild Project and Authorizing the City Manager or his Designee to Execute any Necessary Documents.

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

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

MOTION PASSED

Consideration and Possible Action Regarding the Purchase of a Public Utility Easement for Drainage at 3909 Dixon Street, Lots 13 and 14, Block 1, Suburban Heights Addition, Big Spring, Howard County, Texas, and Authorizing the City Manager or His Designee to Execute any Necessary Documents.

MOTION WAS MADE BY Mayor Pro Tem Hughes to approve the purchase of the above captioned public utility easement with a counter offer of \$7,000.00, seconded by Mayor Moore.

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

MOTION PASSED

Boards and Committees

Consideration and Possible Action on the Below Listed Board:

Planning & Zoning Commission

Eric Escamilla - District 6 Appointment

MOTION WAS MADE BY Mayor Moore to appoint Eric Escamilla to the Planning & Zoning Commission, seconded by Mayor Pro Tem Hughes.

Planning & Zoning Commission
Eric Escamilla - District 6 Appointment

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

MOTION PASSED

Council Input

Input

All Council Members expressed their gratitude to Council Member Tompkins for serving on the Council and welcomed the new Council Member Gloria Blackburn. Council Member Blackburn said she was looking forward to working with everyone.

Adjourn

Mayor Moore adjourned the City Council meeting at 6:15 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, March 18, 2025, 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, March 18, 2025, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on March 14, 2025, to the Board of Directors, the news media, and duly posted on March 14, 2025, 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, March 18, 2025, 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 February 18, 2025, Regular Meeting, Consideration/Action to Approve February Investment Report and Financials, Directors Report, Board Comment, and Adjourn".

Directors Present:

Ms. Anna Scott- President
Mr. Brent Strande- Vice President
Mr. Kevin Armstrong- Secretary/Treasurer
Mr. Raul Benavides
Mr. Terry McDaniel

Directors Absent:

Mr. Cody Williams

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 the Minutes of February 18, 2025, Regular Meeting:

Ms. Scott presented the Minutes. Mr. Benavides made a motion to approve seconded by Mr. Strande. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

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

Mr. Armstrong presented the investment report and financials. Mr. McDaniel made a motion to approve seconded by Mr. Strande. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #5- Directors Report:

Projects: The city has accepted a bid for the infrastructure work to serve the Crossroads Business Park with White Water Construction, the EDA has approved the plan, and we are waiting on a starting date to organize a major event around the groundbreaking. The EDC has begun negotiations with a firm to assist in creating the TIRZ district that will include the Crossroads Business Park and other properties inside the reliever route and around the airpark. EDC has also had very preliminary discussions concerning creating a Foreign Trade Zone in conjunction with TIRZ. The Associate Director attended the TEDC Winter Conference. The EDC staff met with the Delek leadership concerning the potential to supply the company with the 17 acres retained when the EDC property to the northeast of town was sold. This allows Delek to explore the potential use of the 17 acres for more rail access. A response is expected soon. If Delek does not decide to add the rail, the property will be sold to the company that purchased the other acreage. The

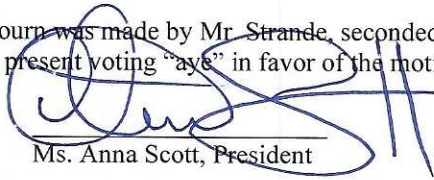
Associate Director is coordinating efforts to allow Big Spring to host the High Ground of Texas Economic Development regional organization's annual meeting in October. The EDC has contracted for the construction of a new sign identifying the offices of the EDC, as well as the Chamber of Commerce and United Way. Staff continue to participate in the school to work efforts with Howard College, all three school districts, the Chamber and local businesses. Staff are waiting for details from ABS Wind to complete a new incentive package to reflect some changes in the company's expansion plans. Meetings: The EDC Director attended the monthly County Group meeting and did a radio interview, 2 City staff meetings, 1 City Council meeting. The next Board meeting is tentatively scheduled for April 15th.

AGENDA ITEM #6-Board Comments:

The Board expressed their appreciation for the staff for the work they do and was excited about the growth.

AGENDA ITEM #7- Adjourn:

Ms. Scott called for a motion to adjourn. The motion to adjourn was made by Mr. Strande, seconded by Mr. Benavides. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 5:30 pm on March 18, 2025.



Ms. Anna Scott, President

ATTEST:



Mr. Kevin Armstrong, Secretary/Treasurer



McMahon-Wrinkle Aviation Advisory Board Meeting Minutes
April 24, 2025

The McMahon-Wrinkle Aviation Advisory Board met in Special Session at 5:30 p.m., on Thursday, April 24, 2025 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Steven Boatenhamer called the meeting to order at 5:30 p.m. with the following members in attendance:

Steven Boatenhamer Russ Rutledge John Scott
Jonathan Ray Shane Schaffner

Also in attendance: Mike Feeley Andriana Olvera

Absent: Bob Miller Adriel Saldivar

Item # 1

Call to Order

Steven Boatenhamer called the meeting to order at 5:30 p.m.

Item # 2

Review and approve minutes from February 20, 2025, meeting.

Motion to approve made by Jonathan Ray seconded by Russ Rutledge with all members voting “aye” for acceptance of the minutes as written.

Item # 3

Public Comment

There were no public comments at this time.

Item # 4

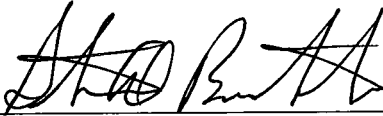
Airport Director’s Report

Mike began updating the board on the “Fun Day on the Runway” event that will be held on Saturday, April 26th. The event is to give the citizens of Big Spring a chance to see the new striping and marking on the runway and taxiways. It is a free event for all the citizens and will include free tee shirts, hot dogs and snow cones. Next, on the agenda Mike gave an update on Galaxy FBO entity that is interested in taking over the airports FBO. The next project discussed was the training facility that was recently abated. Dora Roberts Rehabilitation Center has donated all their fitness equipment. The facility will serve as a police and fire fitness center. Dora Roberts also donated \$165,000 to rubber flooring and additional exercise equipment. The city council has already agreed to move forward with hiring an architect to design the facility. Lastly Mike discussed GEO. A fee was negotiated that if GEO opens both facilities GEO will pay 1.5

million towards the general fund and if only one facility is opened, they will pay 1 million. They also asked for a cost estimate to develop a parking apron capable of handling 3 - 737's. The estimated cost of the apron is approximately 13 million.

Next Meeting Date is May 15, 2025

Adjournment: 7:00 P.M.



Approved by Steven Boatenhamer, Chairman

15 MAY 25

Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS ADOPTING SECTION 2-1 "EXEMPTION OF CITY PROPERTY FROM EXECUTION," IN CHAPTER 2 OF THE BIG SPRING CITY CODE ENTITLED "ADMINISTRATION," TO EXEMPT CITY PROPERTY FROM EXECUTION; MOVING SECTION 2-137 ON EXEMPTION OF THE CITY ON GARNISHMENT TO SECTION 2-2 ; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, a judicial enforcement of a money judgment can include seizure and sale of property, which is known as execution; and

WHEREAS, state law recognizes that a home rule municipality may “provide that any property owned or held by the municipality is not subject to any kind of execution,” Section 51.076(b), Texas Local Government Code,

WHEREAS, adopting this ordinance pursuant to state law and the home rule authority of the City is in the public interest and is necessary to protect health, life and property, and to preserve the good government, order, and security of the municipality and its inhabitants;

WHEREAS, City Council finds it necessary to adopt the following ordinance;

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

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

SECTION 2. Chapter 2 of the Big Spring Code entitled "Administration," Article I entitled “In General,” is hereby amended in part to adopt Section 2-1, entitled "Exemption of city from execution" to read in its entirety as follows:

Big Spring City Code
Chapter 2, Administration
Article I, In General

Sec. 2-1. Exemption of city property from execution

Any property owned or held by the City of Big Spring is not subject to any kind of execution.

SECTION 3. In Chapter 2 of the Big Spring Code entitled "Administration," Article V entitled "Finance," Division 1 entitled "Finance," Section 2-137, entitled "Exemption of city from garnishment" is hereby moved in its entirety to Article I entitled "In General," renumbered to Section 2-2, inserted immediately following Section 2-1 adopted hereinbefore, and amended as follows:

Big Spring City Code
Chapter 2, Administration
Article I, In General
Article V, Finance
Division 1, Generally

...

Sec. 2-2 ~~2-137~~. Exemption of city from garnishment.

~~Pursuant to V.T.C.A., Local Government Code § 101.023, n~~ No fund of the city shall be subject to garnishment and neither the city nor any of its officers or agents shall ever be required to answer in any garnishment proceedings.

...

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

SECTION 4. All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict.

SECTION 5. Should any one or more sections or clauses of this Ordinance be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 6. It is hereby officially found and determined that the meetings at which this Ordinance was adopted were open to the public and that public notice of the time, place and purpose of said meetings was given as required by law.

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

SECTION 8. This Ordinance is ordered to be codified.

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

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

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

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



MEMORANDUM

Date: May 23, 2025
To: Mayor Robert H. Moore, Big Spring City Council, and Todd Darden, City Manager
From: John Medina, Assistant City Manager
Re: Enterprise Lease Purchase – Supervisor Utility Crew Truck

During the annual budget process, one of our responsibilities is to assess the costs associated with vehicle maintenance and fuel. In response to increasing maintenance expenses and challenges related to vehicle availability, we implemented the Enterprise lease program to replace vehicles that have high mileage and maintenance costs. This program enables the city to lease or purchase vehicles by making a 50% down payment and leasing them for a duration of three years. This year, we budgeted to replace two Police Identification Technician evidence vans, two three-quarter ton utility service trucks—one designated for the Distribution and Collection Department and the other for the Service Center—and a one-ton flatbed truck for the Airpark.

Currently, the Distribution and Collection Department has a half-ton truck that is beyond its replacement cycle due to its age and escalating repair expenses. This vehicle, a 2016 model, has accumulated over 64,300 miles and is assigned to the D&C Supervisor. It is necessary to remove this truck from the city's fleet because of the substantial maintenance costs associated with a locked engine that requires replacement at a cost of \$15,500. The total life-to-date repair cost for this vehicle amounts to \$16,275. The city has identified a suitable replacement utility vehicle available through the Enterprise lease program, priced at \$60,977.36.

We respectfully request the City Council's approval for a budget amendment to increase funding to the 6401-Capital account by \$30,488.68, and the 5515-Leasing Operations account monthly payment by \$689.66 for three years.

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 UTILITY FUND BUDGET FOR THE PURPOSE OF REPLACING A 2016 UTILITY CREW PICKUP FOR THE DISTRIBUTION AND COLLECTION DEPARTMENT; 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 Utility 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 Utility 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 \$31,000 to Department 405-021-710-6401-000 Motor Vehicles, for the purposed of retiring vehicle 9558 and replacing it with a Ford F-250. The net increase will be funded through the fund balance.

SECTION 2. The remaining portions of Ordinance Number 28-2024 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 from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the ____ 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 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

8904 Taub Rd.
Houston TX 77064
United States

Quotation # SO114306

Mac Haik Ford, Bradley Maddox
10333 Katy Fwy
Houston TX 77024
United States

Quotation Date:

05/05/2025

Expiration:

06/04/2025

Salesperson:

Joe Miller

VIN: TBD - Dealer Unit

Description	Quantity	Unit Price
FD-FORD-TRUCK 2025 Ford F250 Pickup, SRW, 56" CA	1.00 ea	0.00
KIT-8FTIML-RYL-FORD *FORD PICKUPS* Royal XP 8' Flip Top Service Body (SRW) Integrated Master Locking System Aftermarket Receiver Hitch Royal Service Body Bumper 7/4 way Trailer Plug	1.00 ea	13,671.00

Houston Install Truck Body	1.00 ea	0.00
CERTIFY Certify Completed Vehicle	1.00 ea	0.00
WEIGH Weigh Vehicle Upon Completion	1.00 ea	0.00
PICKUP/DELIVERY Pickup and Delivery of Vehicle within 100 Miles of Axton Production Facility	1.00 ea	0.00

Untaxed Amount	\$ 13,671.00
Taxes on \$ 0.00	\$ 0.00
Total	\$ 13,671.00

Please remit payment to 109 Cibolo Dr., Cibolo, TX 78108

Prepared For: City of Big Spring Smith, Sandra "Sandy"				Date 05/13/2025 AE/AM JKW/TCF	
Unit #					
Year	2024	Make	Ford	Model	F-250
Series	XL 4x2 SD Super Cab 8 ft. box 164 in. WB SRW				
Vehicle Order Type	In-Stock	Term	36	State	TX Customer# 471368
\$ 60,977.36		Capitalized Price of Vehicle ¹		All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name Unassigned Exterior Color (0 P) Oxford White Interior Color (0 I) Medium Dark Slate w/HD Vinyl 40/20/40 S Lic. Plate Type Exempt GVWR 0	
\$0.00	*	License and Certain Other Charges 0.0000% State TX			
\$ 158.50	*	Initial License Fee			
\$ 0.00		Registration Fee			
\$ 60.00		Other: (See Page 2)			
\$ 30,488.68	*	Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00	*	Security Deposit			
\$0.00		Taxes			
\$ 30,548.68		Total Capitalized Amount (Delivered Price)			
\$ 458.23		Depreciation Reserve @ 1.5000%			
\$ 231.43		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 689.66		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit \$0.00					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	0 / 0
\$ 0.00		Full Maintenance Program ³ Contract Miles 0		OverMileage Charge	\$ 0.0864 Per Mile
Incl: # Brake Sets (1 set = 1 Axle) 0					
\$ 0.00		# Tires 0			
Loaner Vehicle Not Included					
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Tax 0.0000%		State TX	
\$ 689.66		Total Monthly Rental Including Additional Services			
\$ 14,052.40		Reduced Book Value at 36 Months			
\$ 400.00		Service Charge Due at Lease Termination			

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Big Spring		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Service/Utility - Royal XP 8' Flip Top Service Body SRW,Integrated Master Locking System, Aftermarket Receiver Hitch Royal Service Body Bumper,7/4 way Trailer	C	\$ 13,671.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 13,671.00
Aftermarket Equipment Total		\$ 13,671.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 60.00
Other Charges Total		\$ 60.00

VEHICLE INFORMATION:

2024 Ford F-250 XL 4x2 SD Super Cab 8 ft. box 164 in. WB SRW - US

Series ID: X2A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$45,130	\$47,505.00
Total Options	\$877.36	\$820.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$48,002.36	\$50,320.00

SELECTED COLOR:

Exterior:	Z1-(0 P) Oxford White
Interior:	AS-(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
153	Front License Plate Bracket	NC	NC
164WB	164" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
66S	Upfitter Switches (6)	\$150.00	\$165.00
67D	190 Amp Alternator	NC	NC
96V	XL Chrome Package	\$205.00	\$225.00
96VFBP	Chrome Front Bumper	Included	Included
96VFOG	Halogen Fog Lamps	Included	Included
96VHUB	Bright Chrome Hub Covers & Center Ornaments	Included	Included
96VRBP	Chrome Rear Step Bumper	Included	Included
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
ADJ	Dealer Adjustments	\$130.36	\$0.00
AS_03	(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X3E	Electronic-Locking w/3.73 Axle Ratio	\$392.00	\$430.00
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: reverse opening rear passenger doors
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch, brake controller
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: keyfob remote start - xxxxxx
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance

Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: digital clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 405-hp, 6.8-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic



COMMUNITY SERVICES MEMO

~~~~~

Date: May 20, 2025

To: Mayor and City Council, City Manager

From: Susan Himes, Community Services Director

Subject: Russ McEwen Family Aquatic Center Contract between the City of Big Spring and the Big Spring YMCA

~~~~~

The Community Services staff is recommending entering into a contract between the Big Spring YMCA and the City of Big Spring for lifeguards for the 2025 Summer Season for the Russ McEwen Family Aquatic Center at the cost of \$65,765.98. The season will begin on May 31, 2025, and conclude on August 2, 2025.

The \$65,765.98 reflects the YMCA's 2025 increase in their hourly salary for lifeguards. The original budgeted amount for the 2025 season was \$60,000 and was based on the previous year's cost of \$58,805.24 and the previous hourly rates before pay was increased.

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

This Agreement is made and entered into as of the 28th day of May, 2025, in Big Spring, Howard County, Texas, by and between the City of Big Spring, Texas, a Texas municipal corporation, hereinafter referred to as "CITY," and the Young Men's Christian Association of Big Spring, Texas, a Texas non-profit corporation, known informally as "the Big Spring YMCA," and hereinafter referred to as "CONTRACTOR." CITY and CONTRACTOR together are the "Parties" and each is a "Party."

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

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

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

1. TERM

The term of this Agreement ("Agreement") shall be for a period commencing on the 31st day of May, 2025 and ending on the 2nd day of August, 2025.

2. CONSIDERATION

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

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

3. WARRANTY AND OTHER TERMS

- 3.1 CONTRACTOR warrants and represents that it is qualified to provide lifeguards for the Aquatic Center and will provide a copy of all certifications of each lifeguard who works on the premises and a copy of certificates of insurance for all required insurance specified on Exhibit "B," which is attached and incorporated into this Agreement.
- 3.2 In performing all services required under this Agreement, CONTRACTOR, its employees and agents shall comply with all applicable federal, state, county, and city statutes, ordinances and regulations. If such compliance is impossible for any reason, CONTRACTOR shall immediately notify the CITY of the fact and the reasons therefore.

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

- 3.3 CONTRACTOR warrants and represents that it will faithfully perform the duties of the contract, and will not cause, suffer, allow or permit the occurrence of:
- a. any act or omission in the execution and performance of this Agreement that could result in or give rise to any violation of any federal, state or local law, regulation or ordinance; or
 - b. any act or omission that might give rise to any action at law or in equity for personal injury, wrongful death or damage to property.
- 3.4 CONTRACTOR shall strictly prohibit its employees from using cell phones and from being under the influence of intoxicating substances while on duty at the Aquatic Center.
- 3.5 Nothing in this Agreement shall be deemed to convey to CONTRACTOR any interest in or title to the Aquatic Center.
- 3.6 CONTRACTOR is acting in the capacity of an independent contractor with respect to CITY. CONTRACTOR'S employees shall not be considered employees of CITY and shall not be entitled to any CITY employee benefits. Nothing in this Agreement shall be construed to create the relationship of employer and employee, master and servant, or principal and agent, between CITY and CONTRACTOR, or between CITY and CONTRACTOR'S employees. This Agreement shall not be construed to be a partnership or joint venture. No employees or agents of CITY OR CONTRACTOR shall be deemed to be employees or agents of the other Party for any reason whatsoever.
- 3.7 At CITY's option, CITY may require CONTRACTOR to perform a criminal background check and/or drug test on any or all personnel employed by CONTRACTOR for the performance of this Agreement. CITY may inspect documentation of such checks or tests, at its option, and require CONTRACTOR to not employ any person for the performance

of this Agreement if that person fails such a check or test. In the event CITY exercises this option, CITY shall reimburse the CONTRACTOR for the cost of the checks or tests.

4. SERVICES PROVIDED

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

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

Normal Operating Hours

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

Additional Private Group Rentals

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

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

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

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

5. SUPERVISION

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

6. INSURANCE AND INDEMNIFICATION

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

7. DEFAULT

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

- a. Employ any and all means deemed necessary or advisable by the CITY in its sole

discretion to provide the services to the public contemplated by this agreement; and/or

- b. Terminate this agreement by delivering to CONTRACTOR written notice of termination by personal service or by certified mail return receipt requested.

- 7.2 In the event City terminates this Agreement pursuant to Section 7.1, CONTRACTOR will refund any prepaid but unearned funds at the applicable daily rates set forth in Section 2.

8. MISCELLANEOUS PROVISIONS

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

- 8.7 **Attorney's Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, costs and necessary disbursements in addition to any other relief to which such Party may be entitled.
- 8.8 **Severability.** In the event that any covenant, phrase, clause, paragraph, section, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition, or provision shall in no way affect any other covenant, phrase, clause paragraph, section, condition, or provision herein contained.
- 8.9 **Non-Waiver of Governmental Immunity.**
- (a) The City of Big Spring expressly retains all rights and benefits of governmental immunity from liability and suit for damages in accordance with: Title 5, Texas Civil Practice and Remedies Code; Subchapter I, Chapter 271, Texas Local Government Code; and any other law, if applicable.
 - (b) Nothing in this Agreement shall be deemed as a waiver of governmental immunity or as increasing the City of Big Spring's liability beyond any statutory limitation of liability.
 - (c) Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Big Spring which would otherwise be barred under the doctrine of governmental immunity or operation of law.
- 8.10 **Non-appropriations.** The City of Big Spring commits only current funds to this Agreement. Should the work specified in the Agreement not be completed by the end of CITY's current fiscal year, ending September 30, 2025, the City Council of Big Spring shall have the right to terminate this Agreement without penalties of any sort.
- 8.11 **Additional Representations and Covenants.**
- (a) Each Party to this Agreement warrants that it has the power and authority to enter into this Agreement and that all documents executed and delivered pursuant to this Agreement are valid, binding, and enforceable upon such Party. Each Party further warrants that there are no outstanding parties nor any additional signatories required for the execution of this Agreement
 - (b) CONTRACTOR covenants that it will file a "conflicts of interest questionnaire" ("questionnaire") (available from Texas Ethics Commission web site) with CITY if the CONTRACTOR has a business relationship with the CITY and: (1) has an employment or other business relationship with an officer or an officer's family member that results in the receipt by the officer or family member of taxable income of more than \$2,500 in the preceding twelve months; (2) has given an officer or an officer's family member one or more gifts totaling more than \$100 in the preceding twelve months; or (3) has a family relationship with an officer.

(c) CONTRACTOR represents to CITY that in the scope of the Agreement, either the CITY will not lease a computer, phone, or mobile device from CONTRACTOR; or, if the CITY does lease such from CONTRACTOR, that CONTRACTOR will not have installed thereon or access therefrom the application known as TikTok, or other “covered application” as defined by Section 620.001, Texas Government Code.

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

Notices to
CONTRACTOR:

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

Notices to the CITY:

Todd Darden, City Manager
City of Big Spring
310 Nolan Street
Big Spring, TX 79720-1390

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

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

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

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

<signature page follows>

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

CONTRACTOR

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

Dathan Jones
Director

CITY

CITY OF BIG SPRING, a Texas municipal
corporation

Todd Darden
City Manager

APPROVED AS TO FORM ONLY

Andrew W. Hagen
City Attorney

EXHIBIT A
Rate Schedule

See attached document.

EXHIBIT B

Insurance Addendum

This insurance addendum is part of the agreement.

A. CONTRACTOR agrees to -

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

B. The parties agree that -

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

EXHIBIT A

YMCA STAFF EXPENSES
2025 Season

	# of Hours per day	Prep/Clean Hours per day	Employees	Days Open	Total Hours	Base Pay	Social Sec/ Medicare	Worker's Comp	Unempl	Total
Lifeguards, Slide Crew and Supervisor										
Tuesday-Saturday	8	2	8	44	3,520					
Sunday	7	2	8	10	720					
Holiday	5	2	8	1	56					
				55	4,296					
Supervisor	20 hr/wk	\$ 17.00			180	\$ 3,060.00	\$ 234.09	\$ 128.83	\$ 21.42	\$ 3,444.34
Head Lifeguard	1	\$ 17.00			477	\$ 8,109.00	\$ 620.34	\$ 341.39	\$ 56.76	\$ 9,127.49
Certified Lifeguard	7	\$ 11.50			3,341	\$ 38,421.50	\$ 2,939.24	\$ 1,617.55	\$ 268.95	\$ 43,247.24
Holiday Head Lifeguard	1	\$ 34.00			6	\$ 204.00	\$ 15.61	\$ 8.59	\$ 1.43	\$ 229.63
Holiday Certified	7	\$ 23.00			44	\$ 1,012.00	\$ 77.42	\$ 42.61	\$ 7.08	\$ 1,139.11
Sub Total										\$ 57,187.81
Admin Fee %15										\$ 8,578.17
Total Expense										\$ 65,765.98

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

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

AMENDMENT OF OIL, GAS AND MINERAL LEASE

WHEREAS, that certain Oil, Gas and Mineral Lease was made and entered into by and between The City of Big Spring, Texas, a Texas Home-Rule Municipality, as lessor, and Veritas 321 Energy Partners, as lessee, dated May 20th, 2014, recorded in Volume 1397, Page 344, of the Official Public Records of Howard County, Texas, as Amended or Extended in Volume 1568, Page 588, Volume 1625 Page 575, Volume 1654, Page 715, Volume 1786, Page 615, Volume 1832, Page 339, Lessor leased the following lands in Howard County: (the "Lease"); and covering the following described lands in Howard County, Texas:

Portions of Section 9 and 18, Block 32, Township 1 South; portions of Sections 12 and 13, Block 33, Township 1 South; and portions of Sections 45 and 46, Block 32, Townhsip 1 North.

WHEREAS, SM Energy Company ("Lessee") is the successor-in-interest to the Lease limited to the following lands described in Howard County, Texas; and

Portions of Section 9 and 18, Block 32, Township 1 South; portions of Section 13, Block 33, Township 1 South; and portions of Sections 45 and 46, Block 32, Townhsip 1 North.

WHEREAS, Lessor and Lessee wish to amend the Lease as stated below which shall be limited to the lands further described on Exhibit "A" ("SM Amended Lands");

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee wish to amend the Lease as follows:

Add the following to Paragraph 11 of the Lease

Notwithstanding anything to the contrary included herein, shall a horizontal oil or gas well be permitted, drilled, and completed as a producing well on the leased premises or lands pooled therewith within the Spraberry (Trend Area), District 08, Field Number 85280300 as established and amended by the Railroad Commission of Texas, "Formation," for any and all purposes in this Lease, shall mean to the base of the correlative interval of the Spraberry (Trend Area) as defined as being the top of the Strawn formation, seen at a depth of 9,004 feet as found in the electric log of the Sparky #1 well (API # 42-227-38496) in Howard County, Texas.

Except as amended by this Amendment of Oil, Gas, and Mineral Lease ("Amendment"), the Lease shall remain as written. As of the execution date hereof, Lessor hereby ADOPTS, RATIFIES and CONFIRMS the Lease, as amended, and REVIVES the Lease insofar as it covers additional depths embraced by this Amendment, and Lessor hereby GRANTS, LEASES and LETS the Land to Lessee, its successors and assigns, subject to the terms and provisions of the Lease, as amended.

This Amendment may be executed in multiple counterparts and the counterparts assembled into one instrument for filing.

Executed on the dates of the acknowledgments below, but effective as of May 20, 2014.

LESSOR: City of Big Spring

Robert Moore, Mayor

SM Energy Company:

By: Cade W. Campbell, Regional Land Manager

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF _____§

This instrument was acknowledged before me on this ____ day of _____, 2025 by
Robert Moore, in the capacity herein stated.

Notary Public, State of Texas.

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on this _____ day of _____, _____, by **Cade W. Campbell**, the Regional Land Manager of **SM Energy Company**, a Delaware corporation, on behalf of said corporation.

Notary Public in and for the State of Colorado

Exhibit "A"

SM Amended Lands

268.6776 acres out of the W/Part of Section 18, Block 32, Township 1 South, T&P Ry. Co. Sy, being more particularly described in that certain Warranty Deed, dated 12/11/1935 and recorded in Volume 94, Page 220 of the Deed Records in Howard County, Texas, SAVE AND EXCEPT the following tracts:

Tract 1: 9.26 acres out of a 15.10 acre tract, being more particularly described in that certain Corrected Deed, dated 5/14/1940 and recorded in Volume 107, Page 310 of the Deed Records of Howard County, Texas.

Tract 2: 1.008 acre tract, being more particularly described in that certain Warranty Deed, dated 9/17/1953 and recorded in Volume 194, Page 377 of the Deed Records of Howard County, Texas.

Tract 3: 21.85 acre tract, being more particularly described in that certain Warranty Deed dated 6/10/1941 and recorded in Volume 109, Page 495 of the Deed Records of Howard County, Texas

Tract 4: 2.0 acre tract, being more particularly described in that certain Quit Claim Deed, dated 4/28/1959 and recorded in Volume 266, Page 516 of the Deed Records of Howard County, Texas.

Tract 5: 2.0 acre tract, being more particularly described in that certain Warranty Deed, dated 9/21/1961 and recorded in Volume 298, Page 341 of the Deed Records of Howard County, Texas

Tract 6: 1.0 acre tract, being more particularly described in that certain Corrected Warranty Deed, dated 3/9/1962 and recorded in Volume 318, Page 394 of the Deed Records of Howard County, Texas

Tract 7: 4.3067 acre tract, being more particularly described in that certain Warranty Deed, dated 9/7/1973 and recorded in Volume 433, Page 426 of the Deed Records of Howard County, Texas.

Tract 8: 1.03 acre tract, being more particularly described in that certain Warranty Deed, dated 2/6/1975 and recorded in Volume 442, Page 451 of the Deed Records of Howard County, Texas.

Tract 9: 72.6776 acre tract, being more particularly described in that certain Warranty Deed, dated 2/15/1977 and recorded in Volume 457, Page 686 of the Deed Records of Howard County, Texas.

RESTATED MASTER LEASE AGREEMENT

THIS MASTER LEASE (the “**Master Lease**”) is entered into this ____ day of ____ 2025 (the “Effective Date”), by and between the City of Big Spring, a Texas municipal corporation whose principal address is 310 Nolan Street, Big Spring, TX 79720 (sometimes “**LESSOR**”), and The GEO Group, Inc., a Florida corporation, and its subsidiary Municipal Corrections Finance, L.P., a Delaware limited partnership, whose principal addresses are 4955 Technology Way, Boca Raton, FL 33431 (sometimes “**LESSEE**”) (individually, sometimes a “**PARTY**,” and together, as **LESSOR AND LESSEE** and sometimes the “**PARTIES**”). This Master Lease supersedes and replaces in the entirety and in every respect any and all prior agreements between **LESSOR** and any and all of the following: The GEO Group, Inc., Municipal Corrections Finance, L.P., and/or Cornell Corrections of Texas, Inc., a subsidiary of The GEO Group, Inc.

ARTICLE I. LEASED PREMISES

The properties subject to this Master Lease are set forth in **Exhibit A**, and are consolidated and incorporated by reference into, and governed by, this Master Lease. The properties subject to this Master Lease may sometimes be referred to as the “Leased Premises” or, alternatively, the “Property” or “Properties.”

ARTICLE II. TERMINATION DATE OF MASTER LEASE / EXISTING LEASES

This Master Lease shall terminate on January 31, 2047, (the “Termination Date”), unless earlier terminated by either **PARTY** pursuant to the termination terms and provisions set forth herein, with the period of time between the Effective Date until the Termination Date referred to as the “Term.”

ARTICLE III. BASE RENT

LESSEE shall pay **LESSOR** a fixed Base Rent of **\$41,593.86 per month** for the Leased Premises and use of the Properties throughout the Term, apportioned as follows: A. Airpark - \$12,183.26; B. Flightline - \$13,112.31; C. Cedar Hill - \$2,658.17; D. South Equipment Yard - \$81.73; E. Parking (One Acre) - \$21.00; F. Parking (1.67 Acres) - \$187.75; G. Bunker #58 - \$35.00; H. Bunker #59 - \$35.00; I. Building 49 - \$79.00; J. Building 35 - \$7,418.17; K. Buildings 64 A and B - \$5,782.47.

The monthly Base Rent for the Leased Premises will increase annually by two percent (2%) throughout the Term. Such increase shall occur on April 1 of each year starting in 2026.

“Rent” shall mean the Base Rent plus any other amounts of money payable by **LESSEE** to **LESSOR**, including the Administrative Fee.

ARTICLE IV. ADMINISTRATIVE FEE

In consideration for the Master Lease, in addition to the Base Rent payable under the provisions of this Master Lease, and in lieu of any other administrative fees agreed to be paid by **LESSEE** to **LESSOR** in the Existing Leases or in any other related agreements that may have been previously

entered into by and between the **PARTIES**, **LESSEE** covenants that it will pay **LESSOR** a monthly Administrative Fee for any month, or part thereof, for a Property with occupancy holding one or more individuals in a government agency's custody (each a "Detainee") pursuant to a contract between **LESSEE** and a government agency if allowed as a Permitted Use, as follows:

The **LESSEE**'s obligation to pay the Administrative Fee for one month for one Property commences when one Detainee is present at one Property for any part of one month (a property is then said to be activated for that month).

- A. If only one of the A, B, or C Properties is activated for a Permitted Use, the Administrative Fee is \$83,333.34 per month.
- B. If any two of the A, B, or C Properties are activated for a Permitted Use, the Administrative Fee is \$125,000.00 per month.
- C. If all three of the A, B, or C Properties are activated for a Permitted Use, the Administrative Fee is \$166,666.67 per month.

The monthly Administrative Fee for each Property will increase annually by two percent (2%) over the amount payable per month during the prior year if activated. Such increase shall incur on April 1 of each year starting in 2026.

If a contract is terminated and a property is deactivated, the **LESSEE** covenants that it will pay **LESSOR** the monthly Administrative Fee until the last Detainee leaves the government agency's custody on that Property.

The monthly Administrative Fee set forth herein supersedes and replaces any other Administrative Fee related to the use of the Leased Premises by **LESSEE** under any other Lease or Agreement between the **PARTIES**.

ARTICLE V. PERMITTED USE

Properties A, B, and C: Properties A, B, and/or C may be used by **LESSEE** for the provision of correctional or detention services under a contract with a government agency, including but not limited to the United States Department of Homeland Security (DHS), United States Immigration and Customs Enforcement (ICE), the United States Marshals Service (USMS), or such other local, state, or federal agency authorized by law to make arrests and detain persons in the agency's custody. **LESSEE** may not use the Leased Premises for any other purpose without the prior written consent of **LESSOR**. Approval of an amendment to this Master Lease for a new permitted use that is a lawful use under the laws of the United States and the State of Texas may not be unreasonably withheld,.

Property D: Outdoor storage.

Properties E and F: Parking.

Properties G, H, and I: Storage and warehousing.

Property J: Offices, storage, warehousing, and parking.

Property K: Training, offices, storage, warehousing, automotive maintenance, and parking.

Notwithstanding these provisions of Article V, **LESSOR** has the unilateral right, at its sole discretion, upon sixty (60) days prior written notice, to remove Properties G and H from this Master Lease; **LESSOR** and **LESSEE** agree to amend this Master Lease accordingly upon such removal. **LESSEE** has the unilateral right of first refusal to maintain Properties G and H as part of this master agreement.

ARTICLE VI. LESSEE'S INSURANCE

Coverage Required.

LESSEE shall maintain in full force and effect at all times during the Term of this Master Lease, at **LESSEE**'s sole cost and expense, for the protection of **LESSEE** and **LESSOR**, as their interests may appear, policies of insurance issued by a carrier or carriers reasonably acceptable to **LESSOR** and its lender(s) which afford the following coverages: (i) worker's compensation in an amount equal to the statutory required limits; (ii) commercial general liability on an occurrence basis; (iii) professional liability insurance (Errors & Omissions) for staff engaged in security, medical, and correctional or detention services; and (iv) property insurance providing coverage against any and all claims for bodily injury and property damage occurring in, on or about the Properties arising out of **LESSEE**'s and **LESSEE**'s representatives' use and/or occupancy of the Properties. Liability insurance shall include coverage for fire damage, premises, personal injury, completed operations, products liability, automobile, personal and advertising. Such insurance shall have limits as reasonably requested by **LESSOR** and as are usually and customarily required for facilities such as the Properties and shall include risks customarily provided in property damage insurance, including without limitation, sprinkler leakage, boiler and machinery comprehensive form, if applicable, covering damage to or loss of any personal property, trade fixtures, inventory, fixtures and equipment located in, on or about the Properties, and in addition, coverage for flood, earthquake, and business interruption of **LESSEE**, together with, if the property of **LESSEE**'s invitees is to be kept in the Properties, warehouse's legal liability or bailee customers insurance for the full replacement cost of the property belonging to invitees and located in the Properties.

Policies. All insurance policies shall be written with insurance companies acceptable to **LESSOR** with a minimum A.M. Best rating of AVII. All insurance policies shall be endorsed to add **LESSOR** as an additional insured and loss payee and shall provide that they may not be terminated or modified without thirty days advance written notice to **LESSOR** and its mortgagee, if any.

Subrogation. In this subsection, the term "**LESSOR PARTIES**" shall mean officers, agents, employees, partners, successors, assigns, official, agent, beneficiary, assignee, contractor, director, lessor, mortgagee, parent, partner, shareholder and trustee of **LESSOR**. **LESSEE** and **LESSOR** each hereby release and relieve the other and waive their entire right of recovery against the other for loss or damage arising out of or incident to the perils insured against under these Articles VI and VII, which perils occur in, on, or about the Premises, whether due to the negligence of **LESSOR**, **LESSOR PARTIES**, **LESSEE**, or any of their agents, employees, contractors, and/or invitees. **LESSEE** and **LESSOR** shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease. Each party will share its notification with the other party.

Miscellaneous Insurance Provisions. LESSOR and LESSEE further agree as follows: (i) any and all deductibles on LESSEE's or LESSOR's referenced insurance coverages shall be borne by LESSEE and LESSOR, respectively; (ii) LESSEE expressly understands and agrees that any insurance maintained by LESSOR shall apply in excess of and not contribute with insurance provided by the LESSEE under the Master Lease; and (iii) all insurance companies shall have a Best rating of not less than A-VII, or an equivalent rating in the event Best ceases to exist or provide a rating.

LESSOR's Insurance. LESSOR shall, at its sole cost, procure and maintain insurance of the types and amounts that is customarily in such amounts as LESSOR reasonably determines.

ARTICLE VII. INDEMNITY AND WAIVER

LESSEE shall not do or permit any act or thing to be done or omit to do any act or thing upon the Properties which may subject LESSOR to liability or responsibility for injury, or damage to persons or property, or to any liability by reason of any violation of any applicable federal or state laws or standards, and shall exercise such control over the Properties so as to fully protect LESSOR against any such liability. LESSEE shall defend, indemnify and save LESSOR, and any officers, agents, employees, partners, successors, assigns, official, agent, beneficiary, assignee, contractor, director, lessor, mortgagee, parent, partner, shareholder and trustee of LESSOR together with their representatives, successors and assigns (each an "Indemnified Party") harmless from and against any and all liabilities, suits, judgments, settlements, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, engineers', architects' and attorneys' fees, court costs and disbursements, which may be imposed upon or incurred by or asserted against any Indemnified Party by reason of any one or more of the following occurring during or after (but attributable to a period of time falling within) the Term: (i) any alteration, repair, condition, maintenance or management of the Properties by LESSEE, not approved by LESSOR; (ii) any act or failure to act on the part of LESSEE; or (iii) any accident, injury (including death) or damage to any person or property occurring in, on or about the Properties or any part thereof as a result of willful or gross negligence of LESSEE.

ARTICLE VIII. NON-WAIVER OF GOVERNMENTAL IMMUNITY

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

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

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

ARTICLE IX. QUIET ENJOYMENT

LESSOR covenants that **LESSEE**, on paying the Rent and all other charges payable by **LESSEE** hereunder, and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of **LESSEE** to be kept, observed and performed, all of which obligations of **LESSEE** are independent of **LESSOR**'s obligations hereunder, shall, during the Term, peaceably and quietly have, hold and enjoy the Properties subject to the terms, covenants, conditions, provisions and agreement hereof free from hindrance by **LESSOR** or any person claiming by, through or under **LESSOR**. **LESSOR** retains the right to enter the Leased Premises from time to time, upon at least two (2) days prior notice to **LESSEE** and approval by **LESSEE**'s client for the purpose of inspecting the Leased Premises, ensuring compliance with the terms of this Master Lease, or fulfilling any governmental or regulatory obligations applicable to **LESSOR**. If approved by **LESSEE**'s client, **LESSOR** shall conduct any such entry and activities in a manner that minimizes disruption to **LESSEE**'s use and enjoyment of the Leased Premises. In the event the **LESSEE**'s client does not approve **LESSOR**'s entry for the purposes detailed above, **LESSEE** with work cooperatively with **LESSOR** to provide the information requested by the **LESSOR**. If the requested information belongs to the **LESSEE**'s client, that information would only be shared if approved by **LESSEE**'s client.

ARTICLE X. SUBLEASE

LESSEE may not sublease to another party sublet any of the Leased Premises except by Amendment, which Amendment shall not be unreasonably withheld, conditioned or delayed

ARTICLE XI. DAMAGE OR DESTRUCTION OF PREMISES

Notice. If any portion of the Leased Premises, including any buildings, structures, or other improvements (collectively, the "Improvements"), is damaged or destroyed by fire, storm, flood, or other casualty (a "Casualty"), **LESSEE** shall promptly notify **LESSOR** in writing of the nature and extent of the damage.

Determination of Damage and Remedies.

- A. Partial Damage; No Material Impact on Permitted Use.** If the Casualty damages only part of the Improvements, does not materially impair **LESSEE**'s ability to use the Leased Premises for the Permitted Use, and can be reasonably repaired within 90 days, the Master Lease shall continue in full force and effect. **LESSEE** shall, at its expense, restore the affected portion of the Leased Premises to substantially the same condition as before the Casualty, subject to any changes required by law. Base Rent and Administrative Fees shall abate proportionally during the period of repair to the extent **LESSEE**'s use is impaired.
- B. Partial Damage; Material Impact on Permitted Use.** If the Casualty damages part of the Improvements but materially impairs **LESSEE**'s ability to use any of the Properties for the Permitted Use, **LESSEE** shall, within 30 days of receiving notice of the Casualty, determine whether restoration to the extent required to remove the material impact on Permitted Use is feasible within 180 days.

1. If restoration is feasible within such time, **LESSEE** shall promptly commence repairs, and Base Rent and Administrative Fees shall abate reasonably for the building impacted by damage that has a material impact of permitted use during the repair period.
2. If restoration is not feasible within such time, **LESSEE** and **LESSOR** shall amend the Master Lease to exclude the affected Properties.

C. Total Destruction or Complete Impairment of Permitted Use. If the Casualty results in the total destruction of the Improvements or renders the Leased Premises completely unusable for its permitted use, **LESSEE** may terminate this Master Lease by providing written notice within thirty (30) days of the Casualty. If **LESSEE** does not elect to terminate, **LESSEE** shall, at its expense, restore the Leased Premises to substantially the same condition as before the Casualty within a commercially reasonable time, subject to any changes required by law. In the event **LESSEE** elects to terminate this Master Lease or any Addendum hereto, all applicable property insurance proceeds shall be allocated between **LESSOR** and **LESSEE**. The allocation shall be based on a yearly proration over a 22-year period (e.g., if the condemnation occurs in year three of the Term, **LESSOR** will receive 3/22nds of the proceeds and **LESSEE** will receive 19/22nds of the proceeds).

ARTICLE XII. CONDEMNATION

Condemnation. If during the Term, including any extension thereof, all or any part of the Properties should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, **LESSEE AND LESSOR** shall either (1) terminate this Master Lease; or, in the event of a partial taking, (2) amend this Master Lease by removing the condemned Properties, or restore and reconstruct the building and other improvements situated on the Properties to make them reasonably tenantable and suitable for the uses for which the Properties are leased to the extent of the entire condemnation award to both **LESSOR** and **LESSEE**.

Proceeds. All condemnation proceeds shall be allocated between **LESSOR** and **LESSEE**. The allocation shall be based on a yearly proration over a 22-year period (e.g., if the condemnation occurs in year three of the Term, **LESSOR** will receive 3/22nds of the proceeds and **LESSEE** will receive 19/22nds of the proceeds). Termination of this Master Lease shall not affect the rights of the respective **PARTIES** to such awards.

ARTICLE XIII — MAINTENANCE, REPAIRS, AND ALTERATIONS

A.

A.01. **Maintenance by LESSEE.** **LESSEE** shall at all times during the Term of this Master Lease keep the Leased Premises (including maintenance of exterior entrances and all glass and show window moldings) and all partitions, doors, doorjambs, door closures, door hardware, fixtures, equipment, and appurtenances thereof (including electrical, lighting, heating, plumbing and plumbing fixtures, and any air-conditioning systems, including leaks around ducts, pipes, vents, or other parts of the air-conditioning, heating, or plumbing systems which protrude through the roof) in good order, condition, and repair including

replacements (and reasonable periodic interior painting). **LESSEE** shall also repair any damages to the structural portions of the roof and the Building resulting from **LESSEE**'s negligent acts or omissions or anyone acting by or through or claiming under **LESSEE** as a result of the failure of **LESSEE** or any one claiming under **LESSEE** and perform or observe the covenants or conditions in this Lease contained or resulting from alterations, additions, or improvements to the Leased Premises made by **LESSEE** or anyone claiming under or acting by or through **LESSEE**. **LESSEE** shall maintain, repair, and replace the roof and the roof membrane, the exterior walls, and the structural portions of the Building and the Building Complex, and shall periodically paint the exterior walls of the Building from time to time. **LESSEE** shall repair and replace plumbing, utility, and/or sewer lines and mains which service the Leased Premises.

A.02. Maintenance by LESSOR. If **LESSEE** refuses or neglects to maintain or repair the Leased Premises as required hereunder to the reasonable satisfaction of **LESSOR** as soon as is reasonably practicable within thirty (30) days after written demand from **LESSOR**, **LESSOR** shall have the option, but not the obligation, to make such repairs without liability to **LESSEE** for any loss or damage that may accrue to **LESSEE**'s merchandise, fixtures, or property, or to **LESSEE**'s business thereof, and upon completion thereof, **LESSEE** shall pay **LESSOR**'s cost for making such repairs, plus twenty-five percent (25%) for overhead, upon presentation of a bill therefor, as Additional Rent.

A.03. Alterations, Additions, and Improvements. Subject to Article XIII(B), **LESSEE** shall be entitled to make any non-structural alterations, additions, or improvements to the Properties without the prior written consent of **LESSOR**, following submission of a description of such planned non-structural alterations to **LESSOR**; consent for structural alterations, additions, or improvements shall only be made with the written consent of **LESSOR**, which consent shall not be unreasonably withheld, conditioned or delayed..

B. Bonds. Pursuant to Section 2252.909, Texas Government Code (Acts 2023, 88th Leg., Ch. 1008 [H.B. 2518], § 1), for structural construction, alteration, or repair of an Improvement to the Properties involving the **LESSEE** and **LESSEE**'s contractor, **LESSEE** must require **LESSEE**'s contractor to:

1. Execute a payment bond that conforms to Subchapter I, Chapter 53, Texas Property Code;
2. Execute a performance bond in an amount equal to the amount of the contract for the protection of the **LESSOR** and conditioned on the faithful performance of the contractor's work in accordance with the plans, specifications, and contract documents; and
3. Provide to the **LESSOR** a notice of commencement consistent with this Section at least ninety (90) days before the date the construction, alteration, or repair of any Improvement to the Properties begins. Such notice of commencement must:
 - a. State the full legal name of the contractor and official street address for its headquarters;
 - b. Identify the public property where the work will be performed;

- c. Describe the work to be performed
- d. Include copies of the payment bond and the performance bond required under this section, and
- e. Include a written acknowledgement signed by the contractor stating that copies of the required performance and payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

On or before the 10th day after the date **LESSOR** receives a notice of commencement for the construction, alteration, or repair of an improvement to the Properties as required herein, if **LESSOR** deems that **LESSEE** and/or **LESSEE's** contractor are not in substantial compliance with this Section, **LESSOR** may notify **LESSEE** that the construction, alteration, or repair may not proceed and will provide written justification for such notice.

4. The duties of **LESSEE** under Article XIII(B) shall be interpreted to be no more restrictive than that of the statute.

5. Failure by the **LESSEE** to comply with this Article XIII(B) for repairs of up to \$50,000 per occurrence in cost shall not be deemed nor construed to constitute a breach of this Master Lease, but shall have the same effect as **LESSEE** indemnifying, defending, and holding harmless **LESSOR** for any liability **LESSOR** may thereby accrue under Section 2252.909, Government Code, and/or Section 2253.027, Government Code (Acts 2023, 88th Leg., Ch. 1008 [H.B. 2518], § 2).

ARTICLE XIV - DEFAULT

Lessor Default. Defaults by **LESSOR** are failing to comply with any provision of this Master Lease within thirty days after written notice. **LESSEE's** remedies for **LESSOR's** default are to sue for damages and terminate this Master Lease. **LESSEE** may not terminate under this paragraph while in arrears for Rent.

Lessee Default. Defaults by **LESSEE** are (a) failing to pay Rent timely, (b) abandoning the Leased Premises or vacating a substantial portion of the Properties, and (c) failing to comply within thirty (30) days after written notice with any provision of this Master Lease other than the defaults set forth in (a) and (b), unless **LESSEE** is actively working to cure the Default within a reasonable time. **LESSOR's** remedies for **LESSEE's** default, upon notice and termination of the applicable notice period, are to (a) enter and take possession of the Properties and sue for Rent as it accrues; (b) enter and take possession of the Leased Premises, after which **LESSOR** may relet the Leased Premises on behalf of **LESSEE** and receive the Rent directly by reason of the reletting, and **LESSEE** agrees to reimburse **LESSOR** for any expenditures made in order to relet; (c) enter the Leased Premises and perform **LESSEE's** obligations; and (d) terminate this Master Lease by written notice and sue for damages. **LESSOR** may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out **LESSEE** or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages. **LESSEE** shall promptly address and remedy any such conditions upon

discovery or notice by **LESSOR**, any regulatory authority, or any other party. **LESSOR**, upon two (2) days written notice, reserves the right to inspect the Properties to ensure compliance with this provision, provided that such inspections are conducted in accordance with applicable laws and regulations.

Failure to maintain the Properties in accordance with the ordinances of the City, including the Property Maintenance Code of Big Spring at Section 36-1, Big Spring City Code, as may be amended, this provision shall constitute a material breach of this Master Lease. In the event of such a breach, **LESSOR** may, at its sole discretion, take corrective action at **LESSEE**'s expense, pursue any remedies available under this Master Lease or applicable law, or both, only upon proper notice and only if **LESSEE** is not actively working to cure the Default within a reasonable time.

Other Remedies.

All waivers must be in writing and signed by an authorized representative of the waiving **PARTY**. No waiver by any **PARTY** shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, covenant, condition, power, or privilege arising from this Master Lease shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, covenant, condition, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. **LESSOR**'s failure to enforce any provisions of this Master Lease or its acceptance of late installments of Rent will not be a waiver and will not estop **LESSOR** from enforcing that provision or any other provision of this Master Lease in the future. The acceptance of Rent shall not be construed to be a waiver of any breach or condition of this Master Lease.

If **LESSEE** is in arrears on the payment of Rent and **LESSOR** has terminated **LESSEE**'s possession, **LESSOR** may sue **LESSEE** for Rent as it accrues and periodically take judgments without prejudice to sue for Rent that may accrue in the future. **LESSOR** has a duty to mitigate Rent as follows: within thirty days of **LESSOR** taking possession: (i) make **LESSOR**'s inventory available to area brokers on a monthly basis, (ii) advertise the Leased Premises for lease in a suitable trade journal, online forum such as CoStar, or newspaper in the county or region where the Leased Premises are located at least once per month, and (iii) show the Leased Premises to prospective lessees who request to see it. **LESSOR** is only under a duty to show the Leased Premises as built and for the remainder of the Term of this Master Lease. If **LESSOR** has made these mitigation efforts, **LESSOR** and **LESSEE** agree that **LESSOR** has made objectively reasonable efforts to mitigate the loss of Rent as a result of the default of **LESSEE**.

If **LESSEE** defaults, **LESSOR** may use any Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by **LESSOR** as a result of the default.

ARTICLE XV. MISCELLANEOUS

A. Tenancy at Will. If **LESSEE** does not vacate the Leased Premises following termination of this Master Lease, **LESSEE** will become a tenant at will and must vacate the Leased Premises on receipt of notice from **LESSOR**. No holding over by **LESSEE**, whether with or without the consent of **LESSOR**, will extend the Term.

B. Bankruptcy; Insolvency. LESSEE shall be in material default if LESSEE files a petition in bankruptcy or is adjudicated as bankrupt, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future Law, or makes an assignment for the benefit of creditors, or if any trustee, receiver, or liquidator of LESSEE or of all or any substantial part of its properties or of the Properties shall be appointed in any action, suit, or proceeding by or against LESSEE and such proceeding or action shall not have been dismissed within ninety (90) days after such filing or appointment.

C. Mediation. LESSOR and LESSEE agree to mediate in good faith before filing a suit for damages. If the parties are not able to mediate in good faith among themselves, mediation shall occur in Big Spring, Texas, administered by the American Arbitration Association under its Commercial Mediation Procedures.

D. Venue; Jurisdiction. Any legal suit, action, or proceeding arising out of or based upon or relating to this Master Lease or the transactions contemplated hereby shall be exclusively filed and adjudicated in state courts sitting in Howard County, Texas, and appellate courts thereof. Each PARTY irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by certified mail shall be effective service of process for any suit, action, or other proceeding brought in any such court. The PARTIES irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. Each PARTY agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

E. Choice of Law. This Master Lease, and all claims or causes of action (whether in contract, implied contract, tort, equity or statute) that may be based upon, arise out of or relate to this Master Lease, or the negotiation, execution, or performance of this Master Lease (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Master Lease or as an inducement to enter into this Master Lease), shall be governed by, and enforced in accordance with, the internal laws of the State of Texas, including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

F. Merger. This Master Lease and its exhibits, and the property descriptions in Howard County real property records as stated in Exhibit A are the entire agreement of the PARTIES concerning the Master Lease of the Leased Premises by LESSOR to LESSEE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS ABOUT THE COMMERCIAL SUITABILITY, PHYSICAL CONDITION, LAYOUT, FOOTAGE, EXPENSES, OR OPERATION OF THE LEASED PREMISES OR ANY OTHER MATTER AFFECTING OR RELATING TO THE LEASED PREMISES AND THIS AGREEMENT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS MASTER LEASE. AS AN INDUCEMENT TO LESSOR TO ENTER INTO THIS MASTER LEASE, LESSEE EXPRESSLY ACKNOWLEDGES AND WARRANTS THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND LESSEE IS NOT RELYING ON ANY REPRESENTATION, WARRANTY, OR PROMISE NOT CONTAINED IN THIS MASTER LEASE AND ANY EXHIBITS, ADDENDA, AND RIDERS.

G. Amendment of Master Lease. This Master Lease may be amended only by an instrument in writing signed by LESSOR and LESSEE.

H. Exclusive Negotiation for Modified Terms Due to Governmental Changes. In the event that changes in applicable laws, regulations, governmental policies, or other governmental circumstances materially affect or restrict LESSEE's ability to use the Leased Premises for the Permitted Use, LESSEE agrees to negotiate exclusively with LESSOR in good faith to enter into a new lease or lease amendment that authorizes alternative lawful uses of the Leased Premises. Such negotiations shall be conducted with the intent of maintaining LESSEE's tenancy on the same Leased Premises under terms and conditions mutually agreeable to both PARTIES, subject to compliance with all applicable laws and regulations.

I. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF SUITABILITY, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS MASTER LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS MASTER LEASE.

J. Severability. If any term, provision, covenant, or restriction of this Master Lease becomes invalid, void, unlawful, illegal, or unenforceable, all other terms, provisions, covenants, and restrictions of this Master Lease remain in full force and effect.

K. Cumulative Remedies. All rights and remedies provided in this Master Lease are cumulative and not exclusive, and the exercise by either PARTY of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the PARTIES, or otherwise.

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

M. Successors and Assigns. This Master Lease shall be binding upon and shall inure to the benefit of the PARTIES hereto and their respective permitted successors and permitted assigns.

N. No Third-Party Beneficiaries. This Master Lease is for the sole benefit of the PARTIES hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Master Lease.

O. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the PARTIES hereto or an employer/employee or agency relationship. Neither PARTY hereto shall have any express or implied right or authority to assume or create

any obligations on behalf of or in the name of the other **PARTY** or to bind the other **PARTY** to any contract, agreement, or undertaking with any third party.

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

Q. Hazardous Materials. Exhibit C on Hazardous Materials is hereby attached and incorporated into this Master Lease.

R. Law.

In this subsection, "Superior Instruments" shall mean any reciprocal easement, covenant, restriction, restriction of easement, indenture, or other agreement of record affecting the Leased Premises as of the date of this Master Lease or subsequent thereto.

R.01. UNLAWFUL USE OF PREMISES.

LESSEE covenants and agrees that it shall not engage in any unlawful use of the Leased Premises. **LESSEE** further agrees that it shall not permit its officers, agents, servants, employees, contractors, or subcontractors to engage in any unlawful use of the Leased Premises and **LESSEE** immediately shall remove from the Leased Premises any person engaging in such unlawful activities. Unlawful use of the Leased Premises by **LESSEE** itself shall constitute an immediate breach of this Master Lease, subject to the notice and cure periods set forth herein.

R.02. COMPLIANCE WITH LAWS.

LESSEE agrees to comply with all federal law including but not limited to the International Covenant on Civil and Political Rights as ratified; Superior Instruments, state law; and local laws, including but not limited to ordinances adopted by the City Council pertaining to the conduct required at airports owned and operated by the City, as such laws, ordinances exist or may hereafter be amended or adopted, provided such new City laws do not solely affect **LESSEE** negatively. If **LESSOR** notifies **LESSEE** of any violation of such laws **LESSEE** shall immediately desist from and correct the violation.

R.03. NONDISCRIMINATION, AIRPORT PROTECTION, AND SUBORDINATION

Exhibit "B" is attached hereto and hereby made a part of this Master Lease for all purposes, and is applicable to all Leased Properties except Property C.

S. Additional Warranty. Each **PARTY** to this Master Lease warrants that it has the power and authority to enter into this Master Lease, including any authority necessary to act on behalf of subsidiary companies, and that all documents executed and delivered pursuant to this Master Lease are valid, binding, and enforceable upon such **PARTY**. Each **PARTY** further warrants that there are no outstanding **PARTIES**, nor any additional signatories required for the execution of this Master Lease.

T. Patriot Act. **LESSEE** represents that it is not, and shall not during the Term become, a person or entity with whom **LESSOR** is restricted from doing business under the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct

Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act" and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto, including without limitation, persons and entities named on the Office of Foreign Asset Control Specially Designated nationals and Blocked Persons List (collectively, "Prohibited Persons"). **LESSEE** represents that to the best of its knowledge, **LESSEE** is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Leased Premises. **LESSEE** covenants that it will not in the future during the Term engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Leased Premises. Breach of any of these representations and covenants constitutes a material breach of this Master Lease and shall entitle **LESSOR** to any and all remedies thereunder, or at law or in equity.

U. Notices. Any notice required or permitted under this Master Lease must be in writing. Any notice required by this Master Lease will be deemed to be given (whether received or not) the earlier of receipt or five business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Master Lease. Notice may also be given by regular mail, personal delivery, or nationally recognized courier delivery and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

V. Interpretation. For purposes of this Master Lease, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Master Lease as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Master Lease; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Master Lease shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Master Lease to the same extent as if they were set forth verbatim herein.

<signature page to follow>

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Master Lease as of the day and year first above written.

LESSEE

THE GEO GROUP, INC., a Florida corporation

Amber Martin, Executive VP
Contracts Administration

**MUNICIPAL CORRECTIONS
FINANCE, L.P.**, a Delaware limited partnership

Daniel Rebeor, VP Real Estate

LESSOR

CITY OF BIG SPRING, a Texas municipal corporation

Todd Darden
City Manager

APPROVED AS TO FORM ONLY

Andrew W. Hagen
City Attorney

EXHIBIT A

Property A: That certain real property being a 14.688-acre tract of land out of Sections 2 and 11, Block 33, T-1-S, T & P RR. Co. Survey, Howard County, Texas, Big Spring Airport (formerly Webb Air Force Base); more fully described in a deed recorded at Volume 10, Pages 159 through 162 in the real property records of Howard County, Texas and which was subject to the following agreements, which are now null and void: (1) that certain Industrial Park Lease Agreement (“**Air Park Base Lease**” and, together with documents (2)-(4) of this paragraph, the “**Air Park Agreements**”), dated August 7, 1990, entered into between the City of Big Spring, a municipal corporation of the State of Texas as lessor and Ed Davenport as lessee, (2) that certain Industrial Park Lease Agreement Addendum (“**Air Park Base Lease Addendum**”), dated November 26, 1990, entered into between City of Big Spring, a municipal corporation of the State of Texas as lessor and Ed Davenport as lessee, (3) that certain Amended Sublease Agreement – Airpark Unit (“**Amended Air Park Sublease**”), dated July 1, 1996, between Ed Davenport as sublessor and the City of Big Spring, Texas, a municipal corporation as sublessee, and (4) that certain Secondary Sublease Agreement – Airpark Unit (“**Air Park Secondary Sublease**”), dated July 1, 1996, between the City of Big Spring, Texas, a municipal corporation and Ed Davenport

Property B: That certain real property being a 22.798-acre tract out of the W/2 of Section 3, Block 33, T 1 S, T & P RR. Co. Survey, Howard County, Texas; more fully described in a deed recorded at Volume 10, Pages 155 through 158 in the real property records of Howard County, Texas and which was subject to the following agreements, which are now null and void: (1) that certain Lease (“**Flightline Base Lease**” and, together with documents 2-4 of this paragraph, the “**Flightline Agreements**”), dated February 18, 1994, entered into between the City of Big Spring, a municipal corporation of the State of Texas as lessor and Ed Davenport as lessee, (2) that certain Lease Amendment (“**Flightline Base Lease Amendment**”), undated but effective October 1, 1994, between the City of Big Spring, a municipal corporation of the State of Texas as lessor and Ed Davenport as lessee, (3) that certain Amended Sublease Agreement – Flightline Unit (“**Amended Flightline Sublease**”), dated July 1, 1996, between Ed Davenport as sublessor and the City of Big Spring, Texas, a municipal corporation as sublessee, and (4) that certain Secondary Sublease Agreement – Flightline Unit (“**Flightline Secondary Sublease**”), dated July 1, 1996, between the City of Big Spring, Texas, a municipal corporation and Ed Davenport.

Property C: That certain real property being a 30.0-acre tract out of Section 11, Block 33, T-1-S, T & P RR. Co. Survey, Howard County, Texas; more fully described in a deed recorded at Volume 10, Pages 282 through 284 in the real property records of Howard County, Texas and which was subject to that certain Lease, which is now null and void, (“**Cedar Hill Lease**”) dated May 7, 1997, between the City of Big Spring, a municipal corporation of the State of Texas as lessor and Cornell Corrections of Texas, Inc. as lessee, as subsequently amended June 10, 1997.

Property D: That certain real property known as the South Equipment Yard, which was subject to that certain Operating Agreement, which is now null and void, (“**BSCC Operating Agreement**”) dated July 1, 1996, whereby the City of Big Spring agreed to lease to Cornell Corrections of Texas, Inc. the properties known as the Firing Range and South Equipment Yard. This agreement originally included lease of the Firing Range, but the Firing Range is removed from the lease effective May 2024.

Property E: That certain real property which was subject to the Industrial Park Lease Agreement, which is now null and void, (“**1-Acre Parking Lease**”) between the City of Big Spring and Cornell Corrections of Texas, Inc., undated but commencing April 15, 1998, and consisting of one acre of land adjacent to Property A on the corner of Perimeter Road and First Street.

Property F: That certain real property which was subject to the Industrial Park Lease Agreement, which is now null and void, (“**1.67-Acre Parking Lease**”) between the City of Big Spring and Cornell Corrections of Texas, Inc., undated but commencing April 12, 2001, and consisting of 1.67 acres of land (parking area) within Property A on the corner of Perimeter Road and First Street.

Property G: That certain real property which was subject to the Industrial Park Lease, which is now null and void (“**Bunker 58**”) between the City of Big Spring and The GEO GROUP, INC., dated September 15, 2018, and covering the properties known as Bunker 58 within Property A, more fully described as located at 6400 Perimeter Rd.

Property H: That certain real property which was subject to the Industrial Park Lease, which is now null and void, (“**Bunkers 59 & 60 Lease**”) between the City of Big Spring and Cornell Corrections of Texas, Inc., dated June 1, 2006, and covering the properties known as Bunkers 59 and 60 within Property A.

Property I: That certain real property which was subject to the Industrial Park Lease Agreement, which is now null and void, (“**Building 49 Lease**”) between the City of Big Spring and Cornell Corrections of Texas, Inc., dated February 1, 2008, covering the real property located at 1909 First Street, Big Spring, Texas.

Property J: That certain real property which was subject to the Industrial Park Lease, which is now null and void, (“**Building 35 Lease**”) between the City of Big Spring and Cornell Corrections of Texas, Inc., commencing on April 1, 2008, and covering the land, office, warehouse, and parking areas located at 1701 Apron Drive, Big Spring, Texas.

Property K: That certain real property which was subject to the Industrial Park Lease, which is now null and void, (“**Building 64 A&B Lease**”) between the City of Big Spring and the GEO Group, Inc., dated December 15, 2010, and covering the land and improvements located at 2109 First Street, Big Spring, Texas.

Ed Davenport’s right, title, and interest in the agreements for Properties A and B were assigned to Cornell Corrections of Texas, Inc. (“**Cornell**”), pursuant to the terms and provisions of the Assignment and Assumption of Leases between Ed Davenport and Cornell dated July 1, 1996.

Agreements for Properties A, B, and D were subject to that certain Amendment and Addendum to Multiple Lease Agreements and Operating Agreement Relating to Big Spring Correctional Center, dated June 22, 1999, which extended the term of the Air Park Agreements, Flightline Agreements, and BSCC Operating Agreement, which is now null and void.

Agreements for Properties A, B, and C between the City of Big Spring as **LESSOR** and Cornell as lessee were assigned to Municipal Corrections Finance, L.P., an affiliate and subsidiary company of THE GEO GROUP, INC., pursuant to the terms and provisions of the Assignment

and Assumption of Leases agreement between Cornell and Municipal Corrections Finance, L.P., dated August 14, 2001.

Exhibit B

Nondiscrimination, Airport Protection, and Subordination

Addendum to Master Lease

A. The **LESSEE** for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (ii) that in the construction of any improvements on, over or under such land, and the furnishing of services thereon, no person on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (iii) that the **LESSEE** shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

B. In the event of breach of any of the above nondiscrimination covenants, **LESSOR** shall have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Lease, the **LESSEE**, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but limited to:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

(ii) 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

(iii) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(iv) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

(v) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

(vi) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

(vii) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(viii) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

(ix) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(x) Executive Order 12898 was revoked by Executive Order 14173.

(xi) Executive Order 13166 was revoked by Executive Order 14224;

(xii) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

2. Airport Protection.

It shall be a condition of this Lease that **LESSOR** reserves unto itself, its successors in interest, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

The **LESSEE** expressly agrees for itself, its successors in interest, and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Leased Premises to such a height so as to comply with Federal Aviation Regulations, Part 77 (14 C.F.R. § 77).

The **LESSEE** expressly agrees for itself, its successors in interest, and assigns, to prevent any use of the Leased Premises that would interfere with or adversely affect the operation or maintenance of the airport or otherwise constitute an airport hazard.

3. Subordination.

This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which **LESSOR** acquired the subject property from the United States of America and the provisions of any existing or future agreements between **LESSOR** and the United States of America, relative to the operation or maintenance of the airport, including but not limited to, agreements governing the expenditure of federal funds for airport improvements and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the documents for the Leased Premises between the **LESSOR** and the United States of America, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by **LESSOR** pertaining to the Big Spring McMahon-Wrinkle Airpark.

4. Exclusive Rights.

Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive, and **LESSOR** herein reserves the right to grant similar privileges to another **LESSEE** or other lessees of any parts of the airport.

5. Economic Nondiscrimination.

A. **LESSEE** agrees to furnish services to all users on fair and reasonable terms, without unjust discrimination.

B. **LESSEE** agrees to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that **LESSEE** may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

Exhibit C

Hazardous Materials

In this Exhibit C, the following additional definitions shall apply:

"Environmental Law(s)" shall mean all Laws: (a) relating to the environment, human health, or natural resources; (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Materials; (c) relating to Remedial Action; and (d) requiring notification or disclosure of releases of Hazardous Materials or of the existence of any environmental conditions on or at the Leased Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

"Hazardous Materials" shall mean any pollutant, contaminant, or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of any applicable Environmental Law relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended or hereafter amended, including, without limitation, any material or substance which is: (a) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317) or equivalent State Laws; (b) defined as a "hazardous waste" pursuant to § 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903) or equivalent State Laws; (c) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601) or equivalent State Laws;; (e) asbestos or asbestos-containing materials; (f) polychlorinated biphenyls ("PCBs") or substances or compounds containing PCBs; (g) radon; (h) medical waste; and.

"Remedial Action" shall mean the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Materials necessary to comply with any Environmental Laws.

Exhibit. C-1.01. **LESSEE Operations.** **LESSEE** shall not cause in, on, or under the Leased Premises, or suffer or permit to occur in, on, or under, the Leased Premises any generation, use, manufacturing, refining, transportation, emission, release, treatment, storage, disposal, presence, or handling of Hazardous Materials, except that limited quantities of medical waste may be used, handled, or temporarily stored on the Leased Premises, provided such limited quantities of medical waste are incident to and reasonably necessary for **LESSEE** 's operations for its Permitted Use and are in compliance with all Environmental Laws. Should a release of any Hazardous Material occur at the Leased Premises as a result of the acts or omissions of **LESSEE**, or its employees, agents, suppliers, shippers, customers, contractors, or invitees, **LESSEE** shall immediately contain, remove from the Leased Premises and/or properly dispose of such Hazardous Materials and any material contaminated by such release, and remedy and mitigate all threats to human health or the environment relating to such release, all in accordance with Environmental Laws.

Exhibit C-1.02. **Permits and Documents.** **LESSEE**, in a timely manner, shall, to the extent required due to **LESSEE** 's use of the Leased Premises or arising out of **LESSEE** 's actions at

the Leased Premises obtain and maintain in full force and effect all permits, licenses, and approvals, and shall make and file all notifications and registrations as required by Environmental Laws. **LESSEE** shall at all times comply with the terms and conditions of any such permits, licenses, approvals, notifications, and registrations. **LESSEE** shall provide copies of the following pertaining to the Leased Premises or **LESSEE**'s use thereof, promptly after each shall have been submitted, prepared, or received by **LESSEE**: (a) all notifications and associated materials submitted to any governmental agency relating to any Environmental Law; (b) all notifications, registrations, reports, and other documents and supporting information prepared, submitted, or maintained in connection with any Environmental Law or otherwise relating to environmental conditions; (c) all permits, licenses, and approvals, including any modifications thereof, obtained pursuant to any Environmental Law; and (d) any correspondence, notice of violation, summons, order, complaint, or other documents received by **LESSEE** pertaining to compliance with or liability under any Environmental Law.

Exhibit C-1.03. Inspection and Environmental Reports. Upon not less than 48 hours' prior written notice (except in the case of an emergency in which event **LESSOR** shall provide written notice as soon as is practicable under the circumstances), **LESSEE** agrees to permit **LESSOR** and its authorized representatives to enter, inspect, and assess the Leased Premises at reasonable times for the purpose of determining **LESSEE**'s compliance with the provisions of this Exhibit C. Such inspections and assessments may include obtaining samples and performing tests of soil, surface water, ground water, or other media. **LESSOR** may, at **LESSOR**'s sole option, now or in the future, obtain a report from an environmental consultant of **LESSOR**'s choice as to whether **LESSEE** has been or is currently using any part of the Leased Premises for the improper use, handling, storage, transportation, or disposal of Hazardous Materials. If any such report indicates such material improper use, handling, storage, transportation, or disposal of Hazardous Materials on the part of Lessee (or on behalf of **LESSEE**), **LESSEE** agrees to reimburse **LESSOR** within seven (7) business days after receipt of an invoice and supporting documentation from **LESSOR** for the cost of obtaining the environmental report, and, in addition, **LESSOR** shall require that all violations of Environmental Law with respect to the Hazardous Materials be corrected and/or that **LESSEE** obtain all necessary environmental permits and approvals.

Exhibit C-1.04. Environmental Indemnification. **LESSEE** hereby agrees to indemnify, defend, save, and keep **LESSOR**, and **LESSOR**'s officers, principals, partners, employees, successors, and assigns, harmless from and against any and all liabilities, obligations, charges, losses, damages, penalties, claims, actions, and expenses, including without limitation, engineers' and professional fees, soil tests, and chemical analysis, court costs, legal fees, and expenses through all trial, appellate, and administrative levels, imposed on, incurred by, or asserted against **LESSOR**, in any way relating to, arising out of, or in connection with the use, handling, storage, transportation, or disposal of Hazardous Materials by **LESSEE** or its agents, employees, representatives, lessees, or contractors in, on, or about the Leased Premises. The foregoing indemnification shall survive any assignment or termination of this Lease for five (5) years.



CITY OF
Big Spring

MEMORANDUM

Date: May 27, 2025

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

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

Re: Consideration for the consolidation of existing GEO contracts under a Master Lease and establishing a common end date for all the contracts consolidated under the Master lease

Staff has been in negotiations with GEO for several months in an effort to consolidate the various ground leases under one (1) consolidated contract. The effort is because of GEO's request to allow for better administrative control and oversight of the various leases. Staff agreed to consolidate the leases and extend all the leases to the previously negotiated end date of the longest remaining end date of the existing leases. As a result, all the contracts were consolidated with a common end date of January 31, 2047. The revenue associated with the contract based on previously established rental fees is as follows:

Base Rent: \$41,593.86 monthly or \$499,126.32 annually. This fee includes; Ground rents for Airpark, Flightline and Cedar Hill; the South Equipment Yard, Vehicle Parking Areas, 2 Bunkers, and Buildings 49, 35 and 64 A and B. The Base Rent is subject to a 2% increase annually beginning in 2026.

Administrative Fee: Staff has negotiated an Administrative Fee with GEO that is based on the number of active facilities and GEO is subject to paying the fee when one (1) or more detainee is on property for any part of one month. The fee negotiated is administrative in nature and as a result it is credited to the City's General Fund. The negotiated fee structure is as follows:

One facility is open: \$83,333.34 monthly or \$1,000,000 annually; or
Two facilities are open: \$125,000 monthly or \$1,500,000 annually; or
Three facilities are open: \$1,666,666.67 or \$2,000,000 annually (rounded up)

Staff are still working with GEO as it relates to securing a contract for prison services at McMahon-Wrinkle Airport and expects that GEO will be successful in obtaining a contract in the near term.

Staff recommend approval of this lease consolidation.



CITY OF
Big Spring

MEMORANDUM

Date: May 27, 2025

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

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

Re: Update on the Proposed Police and Fire Fitness Center on McMahon-Wrinkle Airport and Seeking Further Direction Associated with Future Activities

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. Staff budgeted \$200,000 for building renovations and \$70,000 for HVAC replacement. In the last fiscal year, staff replaced the roof with a metal roof and mitigated the environmental concerns at the training facility in preparation for the renovations.

Staff presented the proposed opportunity to the Dora Roberts Foundation, who donated all their existing fitness equipment that was scheduled for replacement. They also donated enough funds to purchase additional fitness equipment, primarily free weights and stationary exercise stations as well as specialized flooring, to make the fitness center a fully functional first responder fitness center. Dora Roberts Foundation total donation was \$165,000 dollars. The city has already taken delivery of the specialized flooring, and the exercise equipment is being stored by Dora Roberts until completion of the renovation.

As a result of the state requirements for a project of this magnitude, staff received direction that an Architectural/Engineering review was required. Jacob Martin 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, as well as Construction Management. The estimated cost associated with the proposed services was \$90,000 dollars. In a regularly scheduled Council meeting, City Council authorized staff to execute the contract for those services.

Jacob Martin completed the Engineering and Architectural review and provided staff with a cost estimate that included design, engineering, construction bid and management services. That cost estimate initially received was \$874,792.94 and was far more than what staff budgeted for the project. Staff met with Jacob Martin and with their concurrence removed some line items from the scope of their proposed project to reduce the cost estimate. That effort resulted in a final cost of \$501,822.44, which was still more than the amount budgeted by staff. The table below depicts the full and reduced scope as proposed by Jacob Martin.

PROJECT COMPONENT	AREA	UNIT COST	TOTAL	UNIT COST	TOTAL
NEW CONSTRUCTION					
GENERAL CONDITIONS	1 LS	\$75,000.00 LS	\$75,000.00	\$75,000.00 LS	\$75,000.00
DEMOLITION	4,107 SF	\$7.00 SF	\$28,749.00	\$2.00 SF	\$8,214.00
CONCRETE	4,107 SF	\$2.50 SF	\$10,267.50	\$2.50 SF	\$10,267.50
MASONRY	4,107 SF	\$1.00 SF	\$4,107.00	\$1.00 SF	\$4,107.00
ROUGH CARPENTRY	4,107 SF	\$1.00 SF	\$4,107.00	\$1.00 SF	\$4,107.00
JOINT SEALANT	4,107 SF	\$1.25 SF	\$5,133.75	\$1.25 SF	\$5,133.75
SPRAYED-IN INSULATION	4,107 SF	\$12.00 SF	\$49,284.00	\$12.00 SF	\$49,284.00
GLASS & GLAZING	4,107 SF	\$20.00 SF	\$82,140.00	\$0.00 SF	\$0.00
GYPSUM BOARD	4,107 SF	\$3.50 SF	\$14,374.50	\$3.50 SF	\$14,374.50
DOORS, FRAMES & HARDWARE	4,107 SF	\$3.17 SF	\$13,019.19	\$3.17 SF	\$13,019.19
TILE	4,107 SF	\$5.00 SF	\$20,535.00	\$5.00 SF	\$20,535.00
PAINT & WALLCOVERING	4,107 SF	\$5.25 SF	\$21,561.75	\$5.25 SF	\$21,561.75
FIRE EXTINGUISHER	1 LS	\$1,000.00 LS	\$1,000.00	\$1,000.00 LS	\$1,000.00
SIGNAGE	1 LS	\$200.00 LS	\$200.00	\$200.00 LS	\$200.00
TOILET ACCESSORIES	1 LS	\$4,000.00 LS	\$4,000.00	\$4,000.00 LS	\$4,000.00
DIV 10 INSTALLS	1 LS	\$30,000.00 LS	\$30,000.00	\$30,000.00 LS	\$30,000.00
ELECTRICAL	4,107 SF	\$20.00 SF	\$82,140.00	\$20.00 SF	\$82,140.00
PLUMBING	4,107 SF	\$10.50 SF	\$43,123.50	\$10.00 SF	\$41,070.00
HVAC	4,107 SF	\$13.00 SF	\$53,391.00	\$13.00 SF	\$53,391.00
STRUCTURAL REINFORCING	4,107 SF	\$3.75 SF	\$15,401.25	\$3.75 SF	\$15,401.25
CABINETS AND COUNTER TOPS	1 LS	\$24,642.00 SF	\$24,642.00	\$10,000.00 LS	\$10,000.00
WORKOUT MIRRORS	1 LS	\$20,000.00 LS	\$20,000.00	\$0.00 LS	\$0.00
PARKING MILL AND OVERLAY	30 SY	\$2,620.00 SY	\$78,600.00	\$0.00 SY	\$0.00
PARKING STRIPING	1 LS	\$5,000.00 LS	\$5,000.00	\$0.00 LS	\$0.00
OWNERS CONTINGENCY	1 LS	\$150,000.00 LS	\$150,000.00	\$0.00 LS	\$0.00
PROFIT & OH	4,107 SF	\$9.50 SF	\$39,016.50	\$9.50 SF	\$39,016.50
CONSTRUCTION TOTAL			\$874,792.94		\$501,822.44

While evaluating the next steps, staff with Jacob Martin and the City Manager's Office's Concurrence have completed most of the demolition associated with the proposed renovations.

Staff are confident that the proposed facility would enhance morale and serve as a vital recruitment tool with Police and Fire, and that it is a much-needed facility for the city, especially given the significant donations from the Dora Roberts Foundation. To help offset the investment associated with this proposed facility funded by the Airpark, staff propose establishing a rental fee for the facility's use which will be paid by Police and Fire Departments through the General Fund.

Given the increased cost of this opportunity, staff are seeking direction from the City Council as it relates to moving forward with the project. If approved, the next steps scheduled for the next City Council Meeting will be to request to appropriate funds from the Airpark Fund Balance and to complete the renovations to the facility under contract with Jacob Martin.



May 12, 2025

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

Dear Mr. Darden:

The terms for two of the City of Big Spring's appointees, Mr. Ernie Morgan and Mr. Rick Watkins, to the Colorado River Municipal Water District's Board of Directors will expire on May 31, 2025.

Mr. Morgan and Mr. Watkins have served on the Board of Directors of CRMWD since June 1, 2023. Both are currently serving as Members of the Long Range Planning Committee and are Members of the System Operation Committee.

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

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

The term for the City's two appointees will be from June 1, 2025, through May 31, 2027.

These appointments require a majority vote of the City Council. After the council makes the two appointments, please provide us with documentation for our files confirming the appointments and their information so we may contact them. If you have any questions regarding this matter, please do not hesitate to give me a call at 432-267-6341.

Sincerely,

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

Cole Walker
General Manager

CDW/mn

cc: Mr. Erin Morgan
Mr. Rick Watkins
City of Big Spring – City Secretary