



CITY COUNCIL REGULAR AGENDA

Tuesday, September 9, 2025

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, September 9, 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 Optimum or on Our Website <http://mybigspring.com/224/Channel-17-Live>.**

CITY COUNCIL MEETING ETIQUETTE

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

Thank you!

Open Session

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

Public Comment

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

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

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

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|---|--------|-------|
| 5. Open Public Hearings | | Moore |
| 6. PUBLIC HEARING - Annual Budget for Fiscal Year 2025-2026 | | Smith |
| 7. PUBLIC HEARING - Proposed Tax Rate for Year 2025 | 8 | Smith |
| 8. PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1602 E 16TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LOT 4, BLOCK 4, MAY THIXTON SUBDIVISION, BIG SPRING, HOWARD COUNTY, TEXAS – OWNER: ELY STHEFANIE ZAMORA DELGADO | 9-44 | Hagen |
| 9. PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 605 NW 9TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LOT 3, BLOCK 23, BAUER SUBDIVISION, BIG SPRING, HOWARD COUNTY, TEXAS – OWNER: JULIAN CHAVEZ | 45-111 | Hagen |
| 10. Close Public Hearings | | Moore |

City Manager's Report

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| 11. City Manager's report on the following items: | Darden |
| <ul style="list-style-type: none">• Large Item Pickup, District 3 - September 17th• Board Appointments | |

Consent Items

- | | | |
|---|---------|--------|
| 12. Approval of the City Council Minutes of the Regular Meeting of August 26, 2025 | 112-120 | Davis |
| 13. Acknowledge Receipt of the McMahon-Wrinkle Aviation Advisory Board Minutes for the Regular Meeting of July 17, 2025 | 121-122 | Feeley |
| 14. Acknowledge Receipt of the Planning & Zoning Commission Minutes for the Regular Meeting of June 3, 2025 | 123-124 | Bowles |
| 15. Final Reading of an Ordinance Amending Ordinance Number | 125- | Feeley |

- | | | |
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| 028-2024 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025 by Increasing the Airpark Fund Budget for the Purchase and Installation of Thirty-Eight (38) New Airport Guidance Signs; Providing for Severability; and Providing an Effective Date. | 126 | |
| 16. Final Reading of an Ordinance Creating a Joint Airport Zoning Board and Investing Such Joint Board with the Powers Such Boards are Authorized to Exercise Under the Provisions of the Airport Zoning Act, Chapter 241, Texas Local Government Code, As Amended; Amending Chapter 2 of the Big Spring City Code Entitled "Administration," Article VII, "Boards And Commissions," Division 2, to Conform to State Law; 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. | 127-130 | Feeley |
| 17. Consideration and Possible Action Awarding a Proposal by Lunes Holding, LLC for the Purchase, Demolition, and Development of Certain City-Owned Real Property and Approving the Sale of Such City-Owned Real Property Located at or near the 200 Block of South Main Street, Big Spring, Texas, Known Locally as the "Texas Building," Which is Specifically and Further Legally Described as Lots 1, 2, 6, 7, 8, 9, and 10, All in Block 12, Original Townsite Subdivision, Big Spring, Howard County, Texas, and Authorizing the City Manager and/or Mayor to Negotiate and Execute any Necessary Documents. | 131-133 | Medina |

Vouchers

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|---|--|-------|
| 18. Vouchers for 08/29/25 \$ 1,573,730.15 | | Yanez |
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Bids

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| 19. Consideration and Possible Action on Awarding Annual Bids and Authorizing the City Manager or His Designee to Execute any Necessary Documents as Follows: | | Medina |
| a. Aluminum Sulfate | 134-135 | |
| b. Anhydrous Ammonia | 136-137 | |

c. Liquid Chlorine	138- 139
d. Polymer	140- 141
e. Sodium Hydroxide	142- 143
f. Sulfur Dioxide	144- 145
g. Utilities Valves & Fittings	146- 147
h. Fleet Fuel Services	148- 149
i. Janitorial Downtown Offices	150- 151
j. Sodium Permanganate	152- 153

New Business

20. First Reading of an Ordinance Approving and Adopting an Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginnin October 1, 2025 and Ending September 30, 2026; Providing for Severability; and Providing an Effective Date	154- 155	Smith
21. First Reading of an Ordinance Fixing and Levying Municipal Ad Valorem Taxes for Said City for the Year 2025; Directing the Assessment and Collection Thereof; Providing for Severability; and Establishing an Effective Date MOTION: "I Move that the Property Tax Rate be Increased by the Adoption of a Tax Rate of \$0.708152 per \$100 Taxable Assessed Valuation, Which is Effectively a 6.95% Increase in the Tax Rate."	156- 158	Smith
22. First Reading of an Ordinance Ratifying the Property Tax Increase Reflected in the Fiscal Year 2025-2026 Budget that will Require Raising More Revenue from Property Taxes than in the Prior Fiscal Year 2024-2025 Budget; and Providing an Effective Date	159- 160	Smith
23. First Reading of an Ordinance Establishing the Pay Schedule	161-	Medina

	for Classified Positions within the Police Department Effective October 1, 2025; Providing for Repeal of Ordinances in Conflict Herewith; and Providing for an Effective Date	162	
24.	First Reading of an Ordinance Establishing the Fire Department Pay Scale Effective October 1, 2025, in Accordance with Chapter 143 of the Texas Local Government Code; Providing for the Repeal of Ordinances in Conflict Herewith; and Providing an Effective Date	163-164	Medina
25.	First Reading of an Ordinance Amending Chapter 50 of the Code of Ordinance Entitled "Utilities," Article IV Entitled "Utility Service Charges," Section 50-92 Entitled "Charges for Water Rate" Subsection B Due to Increased Costs of Operating the Water Utilities; Providing for Severability; Providing for Publication; and Providing an Effective Date;	165-167	Smith
26.	First Reading of an Ordinance Amending Chapter 44 of the Big Spring Code of Ordinances Entitled "Solid Waste" Article 2 "Collection and Landfill Fees," Section 44-41. "Rates" to Include an Increase on Residential Rates and Commercial Rates; Providing for Severability; Providing for Publication; and Providing an Effective Date.	168-170	Smith
27.	First Reading of an Ordinance Amending Chapter 48 of the Big Spring City Code Entitled "Traffic and Vehicles," Article I "In General," Section 48-10 School Speed Limit Zones 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.	171-176	Williams
28.	First Reading of a Resolution Designating One Mailing Address and One Electronic Mail Address, and Approving One Electronic Submission Method Through the Internet for Receiving Written Public Information Requests; Providing for Repeal of Conflicting Legislation; Providing for Severability; and Finding and Determining that the Meetings at Which the Resolution were Discussed were Open to the Public as Required by Law; and Establishing an Effective Date	177-179	Darden
29.	First Reading of a Resolution Joining with the State of Texas and Political Subdivisions of the State as a Party in the Various Eight (8) Opioid Settlement Agreements Secured by the Office of the Attorney General between the State of Texas and Alvogen, Inc., Amneal Pharmaceuticals Llc, Apotex Corp., Hikma Pharmaceuticals USA Inc. F/K/A West-	180-187	Darden

Ward Pharmaceuticals Corp., Indivior Inc., Viatris Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA) Inc.; Authorizing the City Manager to Execute the Secondary Manufacturers' Subdivision Participation and Release Form; Providing for the Repeal of Conflicting Legislation; Providing for Severability; and Finding and Determining That the Meetings at Which the Resolution Were Discussed Were Open to the Public as Required by Law; and Establishing an Effective Date.

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|-----|---|-------------|--------|
| 30. | First Reading of a Resolution Joining with the State of Texas and Political Subdivisions of the State as a Party in the Governmental Entity Shareholder Direct Settlement Agreement Secured by the Office of the Attorney General between the State of Texas and the Master Disbursement Trust, Pursuant to the Chapter 11 Plan Filed in re Purdue Pharma L.P., et al.; Authorizing the City Manager to Execute the Texas Settlement Subdivision Participation and Release Form; Providing for the Repeal of Conflicting Legislation; Providing for Severability; and Finding and Determining That the Meetings at Which the Resolution Were Discussed Were Open to the Public as Required by Law; and Establishing an Effective Date | 188-
194 | Darden |
| 31. | Consideration and Possible Action to Approve a Roofing Consultant Agreement between the City of Big Spring and Rickey Conradt d/b/a Building Science Consultants for Roofing Consulting Services Regarding Storm Damage to City-Owned Real Property and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 195-
207 | Darden |
| 32. | Consideration and Possible Action to Approve a Change Order to the Seal Coat Project 2025 by Adding Striping to the Major Thoroughfares and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 208-
222 | Bowles |

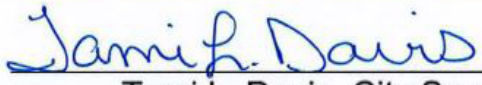
Council Input

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|-----|---------|-------|
| 33. | Input | Moore |
| 34. | Adjourn | Moore |

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

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the City Council and **Posted on Wednesday, September 3, 2025 at 5:15 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.

City of Big Spring, Texas

The Adopted Annual Budget for

October 1, 2025 to September 30, 2026

Tax Rate	Adopted FY 2025-26	Adopted FY 2024-25
Proposed Property Tax Rate	.708152	.671465
No New Revenue Rate (Effective Rate 2019-20)	.668903	.610843
M & O Tax Rate	.627702	.588350
Sales Tax Adjusted Voter Approval Rate (Rollback Rate 2019-20)	.726155	.696170
De minimis Rate	.708152	.671465
Debt Service Rate	.080450	.083115

The total amount of municipal debt obligations secured by property taxes for the City of Big Spring is \$3,115,000.

1602 E 16TH

Code Enforcement Officer: Jacob Leos

Exhibit A-1

COUNTY OF HOWARD

www.wws.nl

AFFIDAVIT OF JACOB LEOS CONCERNING 1602 E 16TH

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

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

“I am a Code Enforcement Officer for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1602 E 16TH**, 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 2nd day of September, 2025.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 2nd day of September, 2025 by the above referenced Affiant.

Stephanie Komando Kutz
Notary Public, State of Texas

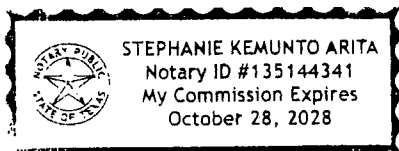


Exhibit A-2

Howard Property Search

Property Details

Account		
Property ID:	286670	Geographic ID: B5820003800
Type:	R	Zoning:
Property Use:		Condo:
Location		
Situs Address:	1602 E 16TH	
Map ID:		Mapsco:
Legal Description:	LT 4 BK 4 MAY THIXTON 110X175 2005 COMBINE ACCTS B5820003800 &3900 934 935 BLK/TRACT 4 0.402 ACRES ACQ 08062018	
Abstract/Subdivision:		
Neighborhood:	(GOLD1) GOLIAD 1	
Owner ⓘ		
Owner ID:	441572	
Name:	DELGADO ELY STHEFANIE ZAMORA	
Agent:		
Mailing Address:	,	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$1,871 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$14,446 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$16,317 (=)
Agricultural Value Loss:?	\$0 (-)

STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION
1602 E 16TH 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 2nd day of September, 2025.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 2nd day of September, 2025

by the above referenced Affiant.

Stephanie Kemunto Arta
Notary Public, State of Texas

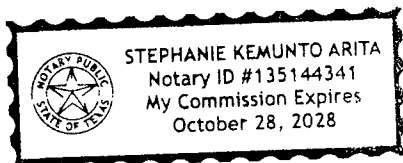


Exhibit A-3



CASE NOTES

Page 1 of 1

Report Run On: Wednesday, 20
August 2025 16:07

Case # 24-00000153

Parcel # : 286670

Site Address: 1602 E 16TH

Case Description: SUB - MO

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		REINSPECTION PROPERTY HAS ACCUMULATED MORE ACCUMULATION. STRUCTURE HAS BECAME MORE DELAPITADED. ROOF PENETRATIONS ARE BIGGER. THE STRUCTURE IS A HAZORDOUS NUISANCE AND EYESORE.	Jacob Leos	08/20/25	
GENERAL		MOVED TO LEGAL	Jacob Leos	08/20/25	
CORRECTIVE ACTION		STRUCTURE ON PROPERTY NEEDS TO BE SECURED AND BROUGHT UP TO BUILDING CODE OR DEMOLISHED AND REMOVED.	Jacob Leos	04/30/25	
		DEADLINE FOR COMPLIANCE IS 5/12/25			
GENERAL		MAILED OUT NOTICE - NO CURRENT KNOWN ADDRESS. MAILED OUT NOTICE TO PROPERTY ADDRESS 1602 E 16TH	Jacob Leos	04/30/25	
GENERAL		3/1/24 CODE OFFICER LEOS INSPECTED PROPERTY. STRUCTURE ON PROPERTY IS SUBSTANDARD. UNSECURED, HOLES/OPENINGS IN ROOF, ABANDONED. WILL SEND NOTICE OF VIOLATION TO PROPERTY OWNER.	Jacob Leos	03/01/24	
PHOTOS		3/1/24 INSPECTION PHOTOS TAKEN BY CODE OFFICER LEOS	Jacob Leos	03/01/24	

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY JACOB LEOS**

“With regard to the photographs in **Exhibits A-4** I am familiar with and recognize the scene depicted in the photographs. On March 1, 2024 and August 20, 2025, I inspected the property described as:

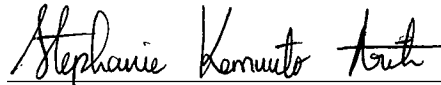
LOT 4, BLOCK 4, MAY THIXTON SUBDIVISION Big Spring, Howard County, Texas, also known as **1602 E 16TH**, Big Spring, Texas.

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

SIGNED on the 2nd day of September, 2025.

AFFIANT 

SWORN TO AND SUBSCRIBED before me this 2nd day of September, 2025 by the above referenced Affiant.


Notary Public, State of Texas

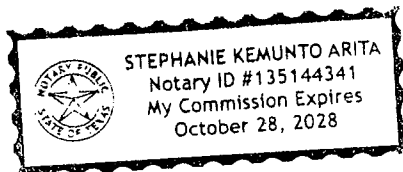


Exhibit A-4



March 01, 2024 3:43 PM

Page 19 of 222



March 01, 2024 3:43 PM

Page 20 of 222



March 01, 2024 3:43 PM







August 20, 2025 2:09 PM



August 20, 2025 2:10 PM



August 20, 2025 2:10 PM

STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY JACOB LEOS**

“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.”

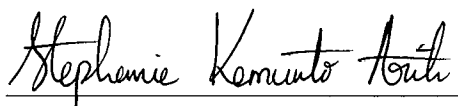
Certified Mail Return for **Exhibit A-5** is also attached.

SIGNED on the 2nd day of September, 2025.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 2nd day of September, 2025
by the above referenced Affiant.



Notary Public, State of Texas

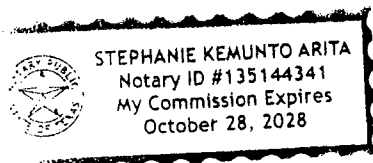


Exhibit A-5



City of Big Spring Code Compliance

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

NOTICE OF VIOLATION

Re: 1602 E 16TH BIG SPRING, TX 79720

Legal Description: LT 4 BK 4 MAY THIXTON 110X175 2005 COMBINE ACCTS B5820003800 & 3900 934 935
BLK/TRACT 4 0.402 ACRES ACQ 08062018

Date 08/20/2025

Case No: 24-00000153

DELGADO ELY STHEFANIE ZAMORA
UNKNOWN
UNKNOWN, XX 00000

Dear DELGADO ELY STHEFANIE ZAMORA

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

Violation:

SUBSTANDARD STRUCTURE

Description of Violation:



City of Big Spring Code Compliance

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

NOTICE OF VIOLATION

Re: 1602 E 16TH BIG SPRING, TX 79720

**Legal Description: LT 4 BK 4 MAY THIXTON 110X175 2005 COMBINE ACCTS B5820003800 & 3900 934 935
BLK/TRACT 4 0.402 ACRES ACQ 08062018**

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

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

Corrective Action:

STRUCTURE ON PROPERTY NEEDS TO BE SECURED AND BROUGHT UP TO BUILDING CODE OR DEMOLISHED AND REMOVED.

DEADLINE FOR COMPLIANCE IS 5/12/25

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

Issued by:

Jacob Leos

Code Compliance

432.264.2502

jleos@mybigspring.com

Phone

Email Address

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

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

Sincerely,

Printed 08/20/2025

City of Big Spring * 217 East 3rd St. * Big Spring, Tx 79720 * Phone (432)264-2504 * Fax (432)264-7024

Page 2



City of Big Spring Code Compliance

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

NOTICE OF VIOLATION

Re: 1602 E 16TH BIG SPRING, TX 79720

Legal Description: LT 4 BK 4 MAY THIXTON 110X175 2005 COMBINE ACCTS B5820003800 & 3900 934 935
BLK/TRACT 4 0.402 ACRES ACQ 08062018

Jacob Leos - Code Compliance



Code Compliance

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

NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

August 29, 2025

Ely Sthefanie Zamora Delgado
1602 E 16th St.
Big Spring, Texas 79720

Ely Sthefanie Zamora Delgado
8404 N. CR West
Odessa, Texas 79764

Ely Sthefanie Zamora Delgado
12387 W Edith St.
Odessa, Texas 79764-9197

Re: 1602 E 16TH, BIG SPRING, TEXAS 79720

**LEGAL DESCRIPTION: LOT 4, BLOCK 4, MAY THIXTON SUBDIVISION,
Howard County**

Big Spring Code Compliance has determined that at the following structure(s): THE WOODEN AND CORRUGATED IRON STRUCTURE ADJACENT TO THE WESTERN PROPERTY LINE, 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.	The structure is neglected, damaged, dilapidated, unsecured, and abandoned so as to constitute an attractive nuisance. There is the presence of holes and openings in the roof of the structure. The roof of the structure is dilapidated and appears to admit rain.

7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. 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 roof appears to admit rain and has signs of deterioration. The structural integrity of the structure is compromised as evidenced by portions of the roof which appear to be bowing and caving into the interior of the structure. Unsafe condition.
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight.

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

Corrective Action Sought by Code Compliance

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

REPAIR OR DEMOLISH AND REMOVE

**THE WOODEN AND CORRUGATED IRON STRUCTURE
ADJACENT TO THE WESTERN PROPERTY LINE.**

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

Issued by

Jacob Leos

Name

Code Enforcement Officer

Title

+1 (432) 264-2502

Phone

jleos@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, September 9, 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.

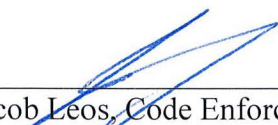
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, 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,



Jacob Leos, Code Enforcement Officer
City of Big Spring, Texas

9589 0710 5270 2544 0810 54

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CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

9/9/25
 Public Hearing
 Postmark
 Here
 1602 E 16th
 Final
 Notice

Postage
 Ely Sthefanie Zamora Delgado
 8404 N. CR West
 Odessa, Texas 79764

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

9589 0710 5270 2544 0815 97

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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OFFICIAL USE

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

9/9/25
 Public Hearing
 Postmark
 Here
 1602 E 16th
 Final
 Notice

Postage
 Ely Sthefanie Zamora Delgado
 12387 W Edith St.
 Odessa, Texas 79764-9197

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

9589 0710 5270 2544 0810 47

U.S. Postal Service™
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OFFICIAL USE

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

9/9/25
 Public Hearing
 Postmark
 Here
 1602 E 16th
 Final
 Notice

Postage
 Ely Sthefanie Zamora Delgado
 1602 E 16th St.
 Big Spring, Texas 79720

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

Tracking Number:

Remove X

9589071052702544081054

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

Latest Update

Your item was delivered to an individual at the address at 3:06 pm on September 2, 2025 in ODESSA, TX 79764.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

ODESSA, TX 79764

September 2, 2025, 3:06 pm

See All Tracking History

Feedback

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

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Remove X

Tracking Number:

9589071052702544081597

[Copy](#)[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)

Latest Update

Your item arrived at our USPS facility in MIDLAND TX DISTRIBUTION CENTER on August 30, 2025 at 9:25 am. The item is currently in transit to the destination.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Out for Delivery

Preparing for Delivery

Moving Through Network

Arrived at USPS Regional Facility

MIDLAND TX DISTRIBUTION CENTER

August 30, 2025, 9:25 am

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

See More 

Tracking Number:

Remove 

9589071052702544081047

[Copy](#)[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)

Latest Update

Your item arrived at our USPS facility in MIDLAND TX DISTRIBUTION CENTER on August 30, 2025 at 9:16 am. The item is currently in transit to the destination.

Get More Out of USPS Tracking:

USPS Tracking Plus®

- Delivered
- Out for Delivery
- Preparing for Delivery

Moving Through Network

Arrived at USPS Regional Facility

MIDLAND TX DISTRIBUTION CENTER

August 30, 2025, 9:16 am

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

See More 

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS

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COUNTY OF HOWARD

**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

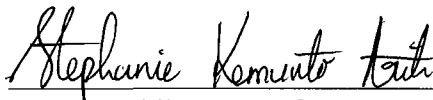
“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for September 09, 2025, attached as **Exhibit A-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on August 28, 2025.”

SIGNED on the 2nd day of September, 2025.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 2nd day of September, 2025
by the above referenced Affiant.



Notary Public, State of Texas

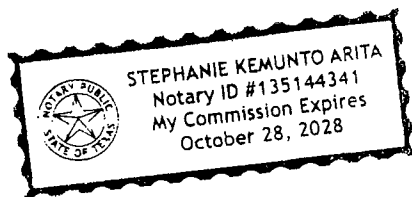


Exhibit A-6



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 **SEPTEMBER 9TH, 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:

1602 E 16TH – LEGAL DESCRIPTION: LOT 4, BLOCK 4, MAY THIXTON SUBDIVISION – OWNER: ELY STHEFANIE ZAMORA DELGADO

605 NW 9TH – LEGAL DESCRIPTION: LOT 3, BLOCK 23, BAUER SUBDIVISION – OWNER: JULIAN CHAVEZ

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



August 28, 2025 1:35 PM

605 NW 9TH

Code Compliance Official: Ashley Guerra

Exhibit B-1

STATE OF TEXAS

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COUNTY OF HOWARD

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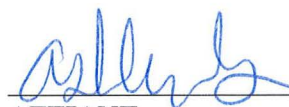
**AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 605 NW 9TH**

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:

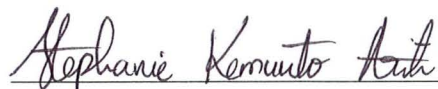
“I am a Code Compliance Official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **605 NW 9TH**, 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 2 day of September, 2025.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 2nd day of September, 2025 by the above referenced Affiant.



Notary Public, State of Texas

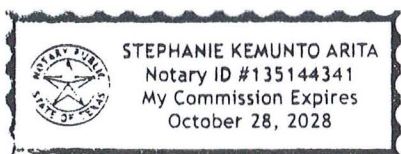


Exhibit B-2

Howard Property Search

Property Details

Account

Property ID: 277087

Geographic ID: B2280022200

Type: R

Zoning:

Property Use:

Condo:

Location

Situs Address: 605 NW 9TH

Map ID:

Mapsco:

Legal Description: LT 3 BK 23 BAUER 50X140 483 ACQ 121908 BLK/TRACT 23 0.161 ACRES

Abstract/Subdivision:

Neighborhood: (BAUR) BAUER

Owner 

Owner ID: 297175

Name: CHAVEZ JULIAN

Agent:

Mailing Address: 604 S AYLESFORD
BIG SPRING , TX 79720

% Ownership: 100.0%

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

Property Values

Improvement Homesite Value:	\$17,234 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$1,753 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$18,987 (=)
Agricultural Value Loss: 	\$0 (-)

Appraised Value: ?	\$18,987 (=)
HS Cap Loss: ?	\$0 (-)
Circuit Breaker: ?	\$0 (-)
Assessed Value:	\$18,987
Ag Use Value:	\$0

VALUES DISPLAYED ARE 2025 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

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

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

Property Taxing Jurisdiction

Owner: CHAVEZ JULIAN %**Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.221030	\$18,987	\$18,987	\$41.97	
02B	CITY OF BIG SPRING	0.671465	\$18,987	\$18,987	\$127.49	
03B	BIG SPRING ISD	0.728300	\$18,987	\$18,987	\$138.28	
052	HOWARD COLLEGE	0.158693	\$18,987	\$18,987	\$30.13	

Total Tax Rate: 1.779488

Estimated Taxes With Exemptions: \$337.87

Estimated Taxes Without Exemptions: \$337.87

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
605 NW 9TH CASE NOTES

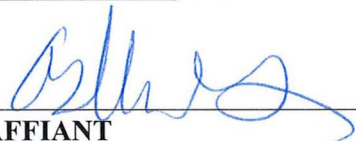
“This record, attached as **Exhibit B-3**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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.

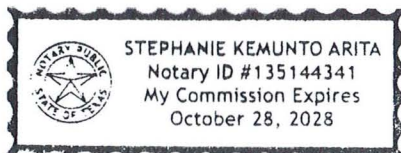
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout 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 B-3** as the readout.”

SIGNED on the 2 day of September, 2025.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 2nd day of September, 2025

by the above referenced Affiant.




Notary Public, State of Texas

Exhibit B-3



CASE NOTES

Report Run On: Tuesday, 19 August
2025 11:08

Case # 25-00000287

Parcel # : 277087

Site Address: 605 NW 9TH

Case Description: SUBSTANDARD HOME / WEEDY LOT / ABANDON HOME

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		SMALL OLD STRUCTURE IN BACK AS WELL	Ashley Guerra	08/19/25	
SITE VISIT		ON JUNE 6 2025 THERE WAS A WARRENT SERVED ON PROPERTY	Ashley Guerra	06/06/25	
SITE VISIT		WENT BACK FOR A REINSPECT AND NO PROGRESS HAS BEEN MADE GOING TO PREPAIR TO SEND TO LEGAL	Ashley Guerra	05/30/25	
PHONE CALL		spoke to a [REDACTED] [REDACTED] let her know i would be reinspecting property 5-30-25 for sub and wl	Ashley Guerra	05/29/25	
GENERAL		SENT NOTICE OF VIOLATION ON 4-1-25	Ashley Guerra	04/01/25	
SITE VISIT		DUE TO A COMPLAINT NOTICED A SUBSTANDARD STRUCTURE X2	Ashley Guerra	03/24/25	
CORRECTIVE ACTION		STRUCTURE ON PROPERTY NEEDS TO BE BROUGHT UP TO CODE OR BROUGHT DOWN ROOF IS CAVING IN . DEADLINE FOR COMPLAINEE (7) SEVEN DAYS FROM THE DATE OF MAILING	Ashley Guerra	03/24/25	

STATE OF TEXAS

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COUNTY OF HOWARD

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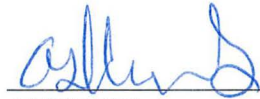
**CERTIFICATION OF
PHOTOGRAPHS BY ASHLEY GUERRA**

“With regard to the photographs in **Exhibits B-4** I am familiar with and recognize the scene depicted in the photographs. On March 23, 2025, May 30, 2025, June 6, 2025, and August 19, 2025, I inspected the property described as:

LOT 3, BLOCK 23, BAUER SUBDIVISION Big Spring, Howard County,
Texas, also known as **605 NW 9TH**, Big Spring, Texas.

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

SIGNED on the 2 day of September, 2025.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 2nd day of September, 2025
by the above referenced Affiant.



Notary Public, State of Texas

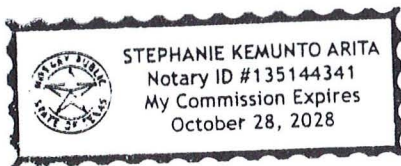


Exhibit B-4



March 24, 2025 10:53 AM



March 10, 2010 10:53 AM



March 24, 2025 10:53 AM



March 24, 2025 10:53 AM



March 24, 2025 10:53 AM



March 24, 2025 10:54 AM



March 24, 2025 10:54 AM



March 24, 2025 10:54 AM







May 30, 2025 4:04 PM



May 30, 2025 4:04 PM

25-00000287



June 06, 2025 10:33 AM

THE STATE OF TEXAS, §
CITY OF BIG SPRING §
HOWARD COUNTY §

THE STATE OF TEXAS to any Fire Marshal, Health Officer, or Code Enforcement Officer of the City of Big Spring, Howard County, Texas, who has responsibility for the inspection of any specified premises to determine the presence of a fire or health hazard or unsafe building condition or a violation of any fire, health, or building regulation, statute, or ordinance in the territorial limits of the City of Big Spring, Texas:

WHEREAS, the affiant whose signature is affixed to the affidavit supporting the issuance of this warrant is a Code Enforcement Official under the laws of the State of Texas and did therefore this day subscribe and swear to said affidavit before me, which affidavit is attached hereto and incorporated herein by reference for all purposes, and whereas I find that the verified facts and information contained therein and stated by affiant are sufficient to establish probable cause for the issuance of this warrant.

NOW THEREFORE, you are hereby commanded to enter upon and search the interior and exterior of the suspected place and premises described in said affidavit and to there determine the presence of fire or health hazards, unsafe building conditions or violations of any fire, health, or building regulation, statute, or ordinance of the City of Big Spring or the State of Texas, and in particular, to determine the presence of fire hazards, unsafe conditions, unsanitary conditions, dilapidation, decay, damage and the like in violation of said regulation, statute, or ordinance.

Herein fail not but have you then and there execute this warrant within three (3) days, exclusive of the day of issuance and exclusive of the day of execution, with your return showing how you executed same.

ISSUED at 9:56 o'clock (a.m.) (p.m.), on this 5th day of June, 2025 to certify which witness my hand and seal this day.

M. Haynes
Howard County Magistrate
M. Haynes
Magistrate's Printed or Typewritten Name

OFFICER'S RETURN

Came to hand the 5 day of June, 2025 at 10:05 o'clock a.m. and executed on the 6 day of June, 2025 at 10:24 o'clock a.m. by Malissa Garcia

M. Garcia
(Fire Marshal) (Health Officer) (Code Enforcement Official)



June 06, 2025 10:34 AM



June 06, 2025 10:34 AM

25-00000287



June 06, 2025 10:34 AM

Page 72 of 222

25-00000287



June 06, 2025 10:34 AM





June 06, 2025 10:35 AM







June 06, 2025 10:35 AM



June 06, 2025 10:35 AM



June 06, 2025 10:36 AM



June 06, 2025 10:36 AM

25-00000287



June 06, 2025 10:36 AM



2025 10:36 AM



June 06, 2025 10:37 AM



June 06, 2025 10:37 AM



June 06, 2025 10:37 AM





June 06, 2025 10:38 AM

25-00000287



June 06, 2025 10:39 AM



June 06, 2025 10:40 AM



June 06, 2025 10:41 AM



June 06, 2025 3:11 PM



June 06, 2025 3:11 PM



August 19, 2025 10:55 AM

STATE OF TEXAS

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COUNTY OF HOWARD

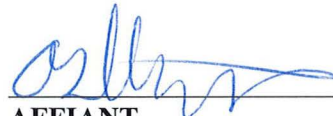
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**CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA**

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

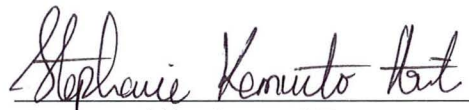
Certified Mail Return for **Exhibit B-5** is also attached.

SIGNED on the 2 day of September, 2025.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 2nd day of September, 2025
by the above referenced Affiant.



Notary Public, State of Texas

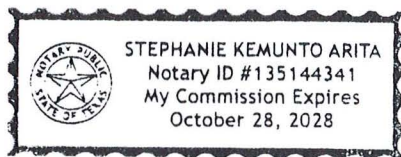


Exhibit B-5



City of Big Spring Code Compliance

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

NOTICE OF VIOLATION

Re: 605 NW 9TH BIG SPRING, TX 00000

Legal Description: LT 3 BK 23 BAUER 50X140 483 ACQ 121908 BLK/TRACT 23 0.161 ACRES

Date 03/25/2025

Case No: 25-00000287

CHAVEZ JULIAN
604 S AYLESFORD
BIG SPRING, TX 79720

Dear CHAVEZ JULIAN

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

Violation:

SUBSTANDARD STRUCTURE

Description of Violation:

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

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



City of Big Spring Code Compliance

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

NOTICE OF VIOLATION

Re: 605 NW 9TH BIG SPRING, TX 00000

Legal Description: LT 3 BK 23 BAUER 50X140 483 ACQ 121908 BLK/TRACT 23 0.161 ACRES

Corrective Action:

STRUCTURE ON PROPERTY NEEDS TO BE BROUGHT UP TO CODE OR BROUGHT DOWN ROOF IS CAVING IN.

DEADLINE FOR COMPLAINE (7) SEVEN DAYS FROM THE DATE OF MAILING

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

Issued by:

Ashley Guerra

Code Compliance

432-264.2505

aguerra@mybigspring.com

Phone

Email Address

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Ashley Guerra", is written over a horizontal line.

Ashley Guerra - Code Compliance



Code Compliance

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

NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

August 29, 2025

Julian Chavez
604 S Aylesford St.
Big Spring, Texas 79720

Julian Chavez
605 NW 9th St.
Big Spring, Texas 79720

Re: 605 NW 9TH, BIG SPRING, TEXAS 79720

LEGAL DESCRIPTION: LOT 3, BLOCK 23, BAUER SUBDIVISION, Howard County

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

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 3. Any building, structure, or portion thereof that is dangerous. 6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or	The roof of the main structure is caving in. The rear accessory structure is missing a roof. The structures are neglected, damaged, dilapidated, unsecured and abandoned so as to become an attractive nuisance.

enables persons to resort to the building or structure for committing a nuisance or an unlawful act. 9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease. 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	The structures are open to the elements due to gaps, cracks, and holes present on their exterior walls and missing roofing components. 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 roof of the main structure appears to admit rain and has signs of deterioration. The rear accessory structure is missing a roof and admits rain. The rear accessory structure is missing portions of its exterior walls and is open to the elements. There are cracks, holes, and gaps present on the exterior walls of the main structure. Unsafe condition.
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight.
305.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code, the International Existing Building Code or the International Residential Code as required for existing buildings: 1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity.	The structural integrity of the main structure is compromised as evidenced by the roof which is caving into the interior of the structure and damaged ceiling

3. Structures or components thereof that have deterioration or distress that appears to reduce their load-carrying capacity.	beams.
--	--------

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

Corrective Action Sought by Code Compliance

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

REPAIR OR DEMOLISH AND REMOVE

MAIN STRUCTURE AND REAR ACCESSORY STRUCTURE.

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

Issued by

<u>Ashley Guerra</u>	<u>Code Compliance Official</u>
<i>Name</i>	<i>Title</i>
<u>+1 (432) 264-2505</u>	<u>aguerra@mybigspring.com</u>
<i>Phone</i>	<i>E-mail</i>

The City's goal is voluntary compliance.

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

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

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, September 9, 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.

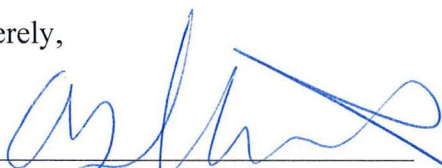
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, 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,



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

9589 0710 5270 2544 0816 10

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ _____	9/9/25 Public Hearing Postmark Here 605 NW 9TH 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	
Julian Chavez 605 NW 9th St. Big Spring, Texas 79720	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 2544 0816 03

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ _____	9/9/25 Public Hearing Postmark Here 605 NW 9TH 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	
Julian Chavez 604 S Aylesford St. Big Spring, Texas 79720	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

ALERT: IMPACTS OF SEVERE WEATHER IN THE SOUTHERN PLAINS AND LOWER MISSISSIPPI...

USPS Tracking®

FAQs >

Tracking Number:

Remove X

9589071052702544081610

Copy

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

Latest Update

Your item arrived at our USPS facility in MIDLAND TX DISTRIBUTION CENTER on August 30, 2025 at 9:13 am. The item is currently in transit to the destination.

Get More Out of USPS Tracking:
USPS Tracking Plus®

- Delivered
- Out for Delivery
- Preparing for Delivery

Moving Through Network
Arrived at USPS Regional Facility
MIDLAND TX DISTRIBUTION CENTER
August 30, 2025, 9:13 am

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 ^

Remove X

Tracking Number:

9589071052702544081603

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

Latest Update

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

Get More Out of USPS Tracking:

USPS Tracking Plus®

- Delivered
- Out for Delivery
- Preparing for Delivery

Moving Through Network

In Transit to Next Facility

August 31, 2025

Arrived at USPS Regional Origin Facility

MIDLAND TX DISTRIBUTION CENTER
August 30, 2025, 9:22 am

See All Tracking History

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

See More v

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS

§

COUNTY OF HOWARD

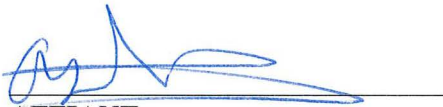
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**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

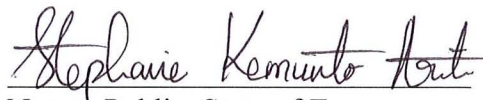
“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for September 09, 2025, attached as **Exhibit B-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on August 28, 2025.”

SIGNED on the 2 day of September, 2025.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 2nd day of September, 2025
by the above referenced Affiant.



Notary Public, State of Texas

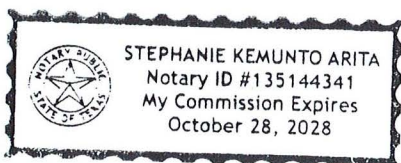


Exhibit B-6



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 **SEPTEMBER 9TH, 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:

1602 E 16TH – LEGAL DESCRIPTION: LOT 4, BLOCK 4, MAY THIXTON SUBDIVISION – OWNER: ELY STHEFANIE ZAMORA DELGADO

605 NW 9TH – LEGAL DESCRIPTION: LOT 3, BLOCK 23, BAUER SUBDIVISION – OWNER: JULIAN CHAVEZ

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



August 28, 2025 1:22 PM

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, August 26, 2025, with the following members present in person:

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

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

Mike Calley gave the invocation.

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

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

Public Comment

Public Comment

One citizen thanked City Manager, Todd Darden, for his work that he does for the City and one citizen spoke in favor of the purchase and demolition of the Texas Building.

Announcements, Presentations and Public Hearings

Open Public Hearings

MOTION WAS MADE BY Mayor Moore to open the below listed public hearings, seconded by Mayor Pro Tem Hughes.

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

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 901 MAGNOLIA, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LOTS 2-3, BLOCK 14, CEDAR CREST SUBDIVISION, BIG SPRING, HOWARD COUNTY, TEXAS – OWNER: WASL, INC

MOTION WAS MADE BY Council Member Wilkerson to abate the above captioned property (901 Magnolia), seconded by Council Member Yanez.

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

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1300 JOHNSON, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LOTS 1-2 "C" BLOCK 19, FAIRVIEW HEIGHTS SUBDIVISION, BIG SPRING, HOWARD COUNTY, TEXAS – OWNER: C & H ENTERPRISES INC

MOTION WAS MADE BY Council Member Yanez to abate the above captioned property (1300 Johnson), seconded by Mayor Pro Tem Hughes.

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

MOTION PASSED

Close Public Hearings

MOTION WAS MADE BY Mayor Moore to close the above listed public hearings, seconded by Council Member Blackburn.

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

MOTION PASSED

City Manager's Report

City Manager's report on the following items:

- Update - Large Item Pickup, District 2
- City Holiday - September 1st, Labor Day

Todd Darden, City Manager, reported on the above captioned items as follows: Large item pickup for District 2 picked up 14 tons of items; and City offices will be closed on Monday, September 1, 2025 in observance of Labor Day.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of August 12, 2025

Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Director's Minutes for the Regular Meeting of July 15, 2025 and the Special Meeting of August 5, 2025

Final Reading of a Resolution Supporting the Future Interstate Highway Formula Program; Finding and Determining that the Meetings at Which the Resolution were Discussed were Open to the Public as Required by Law; Providing for Severability; and Providing an Effective Date

Final Reading of a Resolution Supporting the Future Interstate Feasibility Study for Heartland Expressway, Theodore Roosevelt Express, and a Portion of Ports-to-Plains High Priority Corridors; Finding and Determining that the Meetings at Which the Resolution were Discussed were Open to the Public as Required by Law; Providing for Severability; and Providing an Effective Date

Final Reading of a Resolution Supporting Future Interstate Designation for Heartland Expressway, Theodore Roosevelt Expressway, and a Portion of Ports-to-Plains High Priority Corridors and Numbering Future Interstate Segments; Finding and Determining that the Meetings at Which the Resolution were Discussed were Open to the Public as Required by Law; 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 II "City Council," Various Sections Regarding the Agenda Posting Requirements; Finding and Determining that the Meetings at Which the Ordinance Were Discussed were Open to the Public as Required by Law; Providing for Severability; and Providing an Effective Date

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

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

NAYS: None 0

MOTION PASSED

Vouchers

Vouchers for 08/15/25 \$ 447,892.34

Vouchers for 08/22/25 \$ 551,766.01

Council Member Yanez reviewed the above listed vouchers.

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

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

NAYS: None 0

MOTION PASSED

Bids

Consideration and Possible Action Awarding a Bid for the Wastewater Treatment Plant Grit Improvements Project and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Mayor Pro Tem Hughes to award the above captioned bid to Texas Water and Soil Co. in the amount of \$1,360,080.00, seconded by Council Member Yanez.

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

NAYS: None 0

MOTION PASSED

Consideration and Possible Action Awarding a Bid for the Renovation of the Training Center at McMahon-Wrinkle Airport, Converting the Facility to a First Responder Fitness Center and Authorizing the City Manager or his Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Wilkerson to award the above captioned bid to Onyx Solutions in the amount of \$479,316.93, seconded by Mayor Pro Tem Hughes.

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

MOTION PASSED

Consideration and Possible Action Awarding a Proposal Through the Sourcewell Purchasing Cooperative for Fleet Maintenance Services and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Blackburn to award the above captioned proposal to Vector Fleet Management through the Sourcewell Cooperative Purchasing Program , seconded by Council Member Yanez.

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

MOTION PASSED

Consideration and Possible Action Awarding a Proposal by Lunes Holding, LLC for the Demolition of City Owned Property and Authorizing the City Manager and/or Mayor to Negotiate and Execute any Necessary Documents

MOTION WAS MADE BY Council Member Ornelas to award the above captioned proposal to Lunes Holding, LLC, seconded by Council Member Yanez.

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

MOTION PASSED

New Business

Consideration and Possible Action on Big Spring Economic Development Corporation's 2024-2025 Annual Report and 2025-2026 Plan of Work

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

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

MOTION PASSED

Consideration and Possible Action Regarding the Big Spring Economic Development Corporation's Annual Budget for 2025-2026

MOTION WAS MADE BY Council Member Wilkerson to approve the above captioned budget for 2025-2026 as presented by the Big Spring Economic Development Corporation, seconded by Mayor Pro Tem Hughes.

YEAS: Mayor Moore, Mayor Pro Tem Hughes, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn 5

NAYS: Council Member Ornelas, Council Member Yanez 2

MOTION PASSED

Consideration and Possible Action of Placing a Proposal on the September 9, 2025 City Council Agenda to Adopt the Proposed Tax Rate of \$0.708152

MOTION WAS MADE BY Mayor Moore to approve placing the proposed tax rate of \$0.708152 for adoption on the September 9, 2025 City Council agenda, seconded by Council Member Blackburn.

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

NAYS: Council Member Ornelas 1

MOTION PASSED

Consideration and Possible Action to Call for Public Hearings on the 2025-26 Annual Budget and the Proposed Tax Rate to be Held on Tuesday, September 9, 2025 at 5:30 p.m. in the City Council Chambers Located at 307 East 4th Street, Big Spring, TX

MOTION WAS MADE BY Mayor Moore to approve the above captioned public hearings to be presented on the September 9, 2025 agenda, seconded by Mayor Pro Tem Hughes.

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

NAYS: None 0

MOTION PASSED

Consideration and Possible Action Approving a Change Order with Jacob & Martin, LLC on the 2024 Water and Sewer Line Replacement Program for Additional Water Line Replacement Along Benton St. from 6th to 4th and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Mayor Moore to approve the above captioned change order with Jacob & Martin, LLC, seconded by Council Member Yanez.

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

NAYS: None 0

MOTION PASSED

Consideration and Possible Action to Approve a Performance Agreement between Big Spring Economic Development Corporation and Howard County Junior College for Workforce Training

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

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

NAYS: None 0

MOTION PASSED

Consideration and Possible Action Regarding an Agreement to Terminate an Agreement with Jansen Adjusters International LLC 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 Yanez.

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

NAYS: None 0

MOTION PASSED

Consideration and Possible Action to Authorize the City Manager to Negotiate And Execute Any Necessary Documents for a Pipeline Right of Way License Agreement and License Fee Agreement between the City of Big Spring and OXY USA, INC, Concerning a Proposed Pipeline Not to Exceed 15 Rods and Bisecting Martha May Road, Big Spring, Howard County, Texas

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, 7
Mayor Pro Tem Hughes, Council Member Wilkerson, Council Member
Moreno, Council Member Blackburn**

NAYS: None 0

MOTION PASSED

Consideration and Possible Action to Authorize the City Manager to Negotiate And Execute Any Necessary Documents for an Oil and Gas Lease and a Bonus Agreement with SM Energy Company Concerning Section 18, Block 32, Township 1 South, Howard County, Texas

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, 7
Mayor Pro Tem Hughes, Council Member Wilkerson, Council Member
Moreno, Council Member Blackburn
NAYS: None 0

MOTION PASSED

Consideration and Possible Action to Approve an Assignment of the City Contract Number C020-2016 from Big Spring Rail System Inc. to Isomeric Rail Services LLC and Authorizing the City Manager or His Designee to Execute any Necessary Documents

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

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

MOTION PASSED

Consideration and Possible Action Approving a Change Order as to the agreement with Hi Lite for the Acquisition and Installation of New Airport Guidance Signs at McMahon-Wrinkle Airport 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 change order, seconded by Council Member Wilkerson.

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

MOTION PASSED

First Reading of an Ordinance Amending Ordinance Number 028-2024 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025 by Increasing the Airpark Fund Budget for the Purchase and Installation of Thirty-Eight (38) New Airport Guidance Signs; Providing for Severability; and Providing an Effective Date.

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

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

MOTION PASSED

First Reading of an Ordinance Creating a Joint Airport Zoning Board and Investing Such Joint Board with the Powers Such Boards are Authorized to Exercise Under the

Provisions of the Airport Zoning Act, Chapter 241, Texas Local Government Code, As Amended; Amending Chapter 2 of the Big Spring City Code Entitled "Administration," Article VII, "Boards And Commissions," Division 2, to Conform to State Law; 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 Council Member Yanez.

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

NAYS: Council Member Ornelas **1**

MOTION PASSED

Boards and Committees

Consideration and Possible Action on the Below Listed Board Member as Follows:

Big Spring Economic Development Board of Directors

Taylor Parks - Dist. 3 Appointment - Effective October 1, 2025

MOTION WAS MADE BY Mayor Moore to appoint Taylor Parks to the Big Spring Economic Development Board of Directors, seconded by Council Member Yanez.

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

NAYS: None **0**

MOTION PASSED

Council Input

Input

All Council Members thanked the staff for their hard work.

Adjourn

Mayor Moore adjourned the City Council meeting at 6:51 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



**McMahon-Wrinkle Aviation Advisory Board Meeting Minutes
July 17, 2025**

The McMahon-Wrinkle Aviation Advisory Board met in Regular Session at 5:30 p.m., on Thursday, July 17, 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
Shane Schaffner	Adriel Saldivar	Jonathan Ray

Also in attendance: Mike Feeley

Absent: Robert Miller

Item # 1

Call to Order

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

Item # 2

Review and approve minutes from June 19, 2025, meeting.

Motion to approve made by Russ Rutledge seconded by Shane Schaffner 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

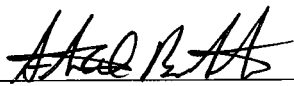
Airport Director’s Report

Mike began with an update of the Flight Academy building and surrounding structures. The bid opening for abatement is July 24th. Next, on the agenda was the Veteran’s Memorial. They have decided to move forward with the relocation and have hired a grant writer that specializes in gathering donations. The donations will help with the cost of the project. He then went on to give an update on the first responder fitness center. City council has approved \$501,000 to renovate the building. The facility will be available to all law enforcement and first responders. Airpark will receive revenue for the use of the facility each month. The next item that was discussed was the reconstruction of Runway 6/24. It will be a fully funded project by TXDOT with a 5% cost share. The next item discussed was the annual Pops in the Park event. Mike was able to get donations to help keep the event this year. Due to the delay of the water tower project, he was

able to get a \$15,000 donation from WR Construction. He was also able to get \$15,000 from GEO, \$1,000 from Jacob Martin and \$1,500 from Woolpert. Lastly discussed was the update on Galaxy FBO. Their commitment has changed to \$6,000,000 for phase one and \$10,000,000 for phase two. Their attorney is currently drawing up a lease for city consideration.

Next Meeting Date is August 21, 2025

Adjournment: 7:00 P.M.



Approved by Steven Boatenhamer, Chairman

21 AUG 25
Date

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

The Planning and Zoning Commission of the City of Big Spring, Texas, met in a REGULAR Session in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:00 PM, June 3, 2025, with the following board members:

DALE AVANT	CHAIR
BETH HENRY	MEMBER
KELLY HARRIS	MEMBER
JAN HANSEN	MEMBER
TJ STEWART	MEMBER
FELIX HOLGUIN	MEMBER

Same and constituting a quorum, for which four board members must be present; and the following were in person;

DALE AVANT	CHAIR	
JAN HANSEN	MEMBER	
KELLEY HARRIS	MEMBER	ABSENT
T.J. STEWART	MEMBER	
FELIX HOLGUIN	MEMBER	
BETH HENRY	MEMBER	

Open Session

Call to Order

The regular session for the Planning and Zoning Commission for June 3, 2025, was called to order at 5:00 pm by Chairperson Dale Avant.
Member Kelly Harris was absent.

Announcements, Presentations and Public Hearings

Consent Items

Approval of the minutes from the Planning & Zoning Commission regular meeting held on 04-01-2025.

Motion made by Member Beth Henry

Seconded by Member Jan Hansen

5 ayes

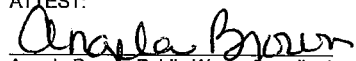
New Business

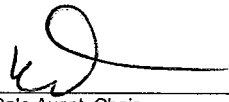
Approval of a final plat for College Park Estates No. 8 Phase1 being a 4.58 acre tract out of a called 88.21 acre tract out of Section 45, Block 32, T-1-N, T&P RR Co Survey,

Howard County, Texas.
Motion to approve was made by Member Jan Hansen
Seconded by Member TJ Stewart
5 ayes

Commissioners Input

ATTEST:


Angela Brown, Public Works Coordinator


Dale Avant, Chair

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 028-2024 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025 BY INCREASING THE AIRPARK FUND BUDGET FOR THE PURCHASE AND INSTALLATION OF THIRTY-EIGHT (38) NEW AIRPORT GUIDANCE SIGNS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2024-25 budget for the City of Big Spring, Texas on September 24, 2024 (“Budget”); and

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

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

SECTION 1. The Airpark Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025 is hereby increased by the amount of \$228,292.00 to account 410-021-610-6229-000, for the purchase and installation of 38 new airport guidance signs. The net increase will be funded through the fund balance.

SECTION 2. The remaining portions of Ordinance Number 028-2024 shall remain in full force and effect.

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

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

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

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

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

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

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS CREATING A JOINT AIRPORT ZONING BOARD AND INVESTING SUCH JOINT BOARD WITH THE POWERS SUCH BOARDS ARE AUTHORIZED TO EXERCISE UNDER THE PROVISIONS OF THE AIRPORT ZONING ACT, CHAPTER 241, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; AMENDING CHAPTER 2 OF THE BIG SPRING CITY CODE ENTITLED "ADMINISTRATION," ARTICLE VII, "BOARDS AND COMMISSIONS," DIVISION 2, TO CONFORM TO STATE LAW; 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, pursuant to Section 241.014, Texas Local Government Code, a political subdivision to whose benefit an airport is used in the interest of the public or in which an airport owned or operated by a defense agency of the federal government or the state is located is authorized to act by resolution or ordinance to create a joint airport zoning board with another political subdivision in which an airport hazard area or a controlled compatible land use area relating to the airport is located; and

WHEREAS, City Council had created a joint airport zoning board with Howard County in 1986 with Ordinance 39-86, but it was not made part of recodification in 2020; and

WHEREAS, the City of Big Spring desires to create a joint airport zoning board with Howard County, a political subdivision in the State of Texas; and

WHEREAS, pursuant to Section 241.002(4), Texas Local Government Code, the Texas Legislature finds that it is necessary in the interest of the public health, public safety, and general welfare to prevent the creation of an airport hazard; and

WHEREAS, pursuant to Grant Assurance No. 21, Federal Aviation Administration Assurances for Airport Sponsors, the City is required to take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft; and

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

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

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

SECTION 2. In the Big Spring City Code, Division 2, “Aviation Advisory Board,” Article VII, “Boards and Commissions,” Chapter 2, “Administration” is hereby renamed to “Aviation Advisory Board and Big Spring-Howard County Joint Airport Zoning Board,” as follows:

Big Spring City Code

Chapter 2. Administration

Article VII. Boards and Commissions

Division 2, Aviation Advisory Board and Big Spring-Howard County Joint Airport Zoning Board.

SECTION 3. The following sections are added to Division 2, “Aviation,” Article VII, “Boards and Commissions,” Chapter 2, “Administration” in the Big Spring City Code:

Section 2-263. Big Spring-Howard County Joint Airport Zoning Board

(a) Subject to like provisions adopted by ordinance or resolution of the Commissioner’s Court of Howard County, Texas, and as authorized by Section 241.014, Texas Local Government Code, there is hereby created a joint airport zoning board, to be known as the Big Spring-Howard County Joint Airport Zoning Board, which shall have the powers and exercise the duties set forth in this Section.

(b) The Big Spring – Howard County Joint Airport Zoning Board shall be composed of five (5) members, two (2) members to be appointed by the City Council of Big Spring, and two (2) members to be appointed by the Commissioner’s Court of Howard County, Texas. The fifth (5th) member shall be elected by a majority of the members so appointed and said fifth member shall serve as Chairman of the said Big Spring-Howard County Joint Airport Zoning Board.

~~Reserved~~

Section 2-264. Applicability of other ordinances

Sections 2-241 and 2-242 shall not apply to the Big Spring-Howard County Joint Airport Zoning Board.

~~Reserved~~

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

SECTION 4 _____ and _____ are hereby appointed as of October 1, 2025 as the City's members on said Big Spring-Howard County Joint Airport Zoning Board. They shall have a term length of two years ending September 30, 2027.

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

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

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

SECTION 8. This Ordinance is ordered to be codified.

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

SECTION 10. This Ordinance shall become effective upon its second reading and passage according to law.

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



INTEROFFICE MEMORANDUM

Date: August 23, 2025
To: Mayor Robert H. Moore, Big Spring City Council, and Todd Darden, City Manager
From: John Medina, Assistant City Manager
Subject: Economic Development/Real Estate Opportunity RFP #25-025

On Friday, July 11, 2025, the City of Big Spring advertised a Request for Proposals for the sale and development of City-owned property located at 214 Main Street and 218 Main Street. The deadline for proposals to be submitted was 3:00 p.m. on Wednesday, August 13, 2025. The City's Purchasing Department received one formal proposal from Lunes Holding, LLC.

The proposal submitted by Lunes Holding stated that they are making an offer for the property that addresses the demolition of the structure and development plan for the land which include other city owned parcels.

The submitted proposal outlines plan to construct a large three-story multi-use building utilizing the first floor for retail and other two floors as residential units and parking area. The total estimated projected estimated cost of the investments is \$3,000,000.00

Staff recommendation is to award the bid to Lunes Holding, LLC allowing the City to negotiate a development agreement,

Certain Parcels at 200 Block of South Main Street, Big Spring, Texas



284517 - Lots 1 - 2
284521 - Lots 6 - 7
284522 - Lots 8 - 9
284523 - Lot 10

Certain Parcels at 200 Block of South Main Street, Big Spring, Texas





MEMORANDUM

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council
CC: Todd Darden, City Manager
From: Albert Belez/ Purchasing Agent
Date: August 29, 2025
Subject: Award vendor for: BID NO. 26-001 ALUMINUM SULFATE (Annual Bid)

Action Requested: Award Annual Bid No. 26-001 Aluminum Sulfate

Background Information: Annual Bid Request for Aluminum Sulfate used at the Water Treatment Department to treat water purchased from CRMWD.

Financial Considerations:

Expenditure amount requested:	\$250,000
What fund/department account will this amount be drawn from?	Water & Sewer Fund Water Treatment Department
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	No
Does this commit the City to spending funds beyond the current fiscal year? Explain.	No. FYI 2025-26 Budget based on consumption
Difference in Cost vs. Current cost	There will be a 11.11% increase from the previous year

Vendor Bids/Quotations: We have obtained 3 (three) official bids and 2 (two) formal "NO BID" letters. Catalynt Solutions, Inc. located in Edmonds, WA, presented a bid totaling \$233,225. Chameleon Industries, Inc., based in Odessa, TX, offered a bid amounting to \$250,000. Chemtrade Chemicals US LLC from Parsippany, NJ, submitted a bid of \$324,500.

Staff Assessment Regarding Feasibility and Timeline: City staff recommends the acceptance of the proposal from Chameleon Industries, Inc. for a total amount of \$250,000, representing a \$25,000 increase compared to the previous year. It is crucial to emphasize that, although Chameleon Industries is not the lowest bidder, they are the only vendor equipped to meet the delivery specifications.

BID NO. 26-001 ALUMINUM SULFATE BID TABULATION

BID NO: 26-001 ALUMINUM SULFATE				
VENDOR NAME:	QTY	UNIT COST	DELIVERY INFO.	BID AMOUNT:
CATALYNT SOLTIONS, INC.	500	\$ 466.45	3-5 DAYS STANDARD / 48 EMERGENCY	\$ 233,225.00
CHAMELEON INDUSTRIES INC	500	\$ 500.00	48 HOURS STANDARD / SAME DAY EMERGENCY	\$ 250,000.00
CHEMTRADE CHEMICALS US LLC	500	\$ 649.00	72-120 HOURS STANDARD / 48 HOURS EMERGENCY	\$ 324,500.00
UNIVAR SOLUTIONS	NO BID		N/A	NO BID
PENNCO INC.	NO BID		N/A	NO BID



MEMORANDUM

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

CC: Todd Darden, City Manager

From: Albert Belez/ Purchasing Agent

Date: August 29, 2025

Subject: Award vendor for: BID NO. 26-002 ANHYDROUS AMMONIA (Annual Bid)

Action Requested: Award Annual Bid No. 26-002 Anhydrous Ammonia

Background Information: Annual Bid Request for Aluminum Ammonia used by the Water Treatment Department to treat water purchased from CRMWD.

Financial Considerations:

Expenditure amount requested:	\$95,000
What fund/department account will this amount be drawn from?	Water & Sewer Fund Water Treatment Department
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	No
Does this commit the City to spending funds beyond the current fiscal year? Explain.	No. FY 2025-26 Budget based on consumption
Difference in Cost vs. Current cost	There will be a 5.6% increase from the previous year

Vendor Bids/Quotations: We received 1 (one) formal bid and 2 (two) formal “NO BID” letters. PVS DX INC. of Houston, TX, submitted a bid in the amount of \$95,000. Univar Solutions and Pennco Inc. both submitted “NO BID” letters.

Staff recommendation: City staff recommends accepting the bid from PVS DX INC. for the sum of \$95,000, which represents a \$5,000 increase compared to last year.

BID NO. 26-002 ANHYDROUS AMMONIA BID TABULATION

BID NO: 26-002 ANHYDROUS AMMONIA			
VENDOR NAME:	QTY	UNIT COST	BID AMOUNT:
PVS DX INC.	20	\$ 4,750.00	\$ 95,000.00
UNIVAR SOUTIONS	NO BID		NO BID
PENNCO INC.	NO BID		NO BID



MEMORANDUM

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council
CC: Todd Darden, City Manager
From: Albert Belez/ Purchasing Agent
Date: August 29, 2025
Subject: Award vendor for: BID NO: 26-003 LIQUID CHLORINE (Annual Bid)

Action Requested: Award Annual Bid No. 26-003 Liquid Chlorine

Background Information: Annual Bid Request for Liquid Chlorine used by the Water and Wastewater Treatment Departments.

Financial Considerations:

Expenditure amount requested:	\$318,370
What fund/department account will this amount be drawn from?	Water & Sewer Fund Water & Wastewater Treatment Departments
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	No
Does this commit the City to spending funds beyond the current fiscal year? Explain.	No. FYI 2025-26 Budget based on consumption
Difference in Cost vs. Current cost	No change from previous year

Vendor Bids/Quotations: We received 1 (one) formal bid and 2 (two) “NO BID” letters. PVS DX INC. of Houston, TX, submitted a bid in the amount of \$318,370. Univar Solutions and Pennco Inc. both submitted ‘NO BID ‘letters.

Staff recommendation: It is the recommendation of City staff to accept the bid from PVS DX INC. in the amount of \$318,370.

BID NO: 26-003 LIQUID CHLORINE BID TABULATION

BID NO: 26-003 LIQUID CHLORINE			
VENDOR NAME:	QTY	UNIT COST	BID AMOUNT:
PVS DX INC.	130	\$ 2,449.00	\$ 318,370.00
UNIVAR SOLUTIONS	NO BID		NO BID
PENNCO INC.	NO BID		NO BID



MEMORANDUM

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

CC: Todd Darden, City Manager

From: Albert Belez/ Purchasing Agent

Date: August 29, 2025

Subject: Award vendor for: BID NO: 26-004 POLYMER (Annual Bid)

Action Requested: Award Annual Bid No. 26-004 Polymer

Background Information: Annual Bid Request for Polymer used by the Water and Wastewater Treatment Departments.

Financial Considerations:

Expenditure amount requested:	\$63,200
What fund/department account will this amount be drawn from?	Water & Sewer Fund Water & Wastewater Treatment Departments
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	No
Does this commit the City to spending funds beyond the current fiscal year? Explain.	No. FYI 2025-26 Budget based on consumption
Difference in Cost vs. Current cost	There will be a 11.84% decrease from the previous year

Vendor Bids/Quotations: We received 1 (one) formal bid and 1 (one) “NO BID” letter. Polydyne Inc. of Riceboro, GA, submitted a bid in the amount of \$63,200 and Univar Solutions submitted a “NO BID” letter.

Staff recommendation: City staff recommends accepting the bid from Polydyne Inc. for the sum of \$63,200, which is \$8,400 lower than the previous year.

BID NO: 26-004 POLYMER BID TABULATION

BID NO: 26-004 POLYMER			
VENDOR NAME:	QTY	UNIT COST	EXTENDED PRICE
POLYDYNE, INC.	40,000	\$ 1.58	\$ 63,200.00
UNIVAR SOLUTIONS	NO BID		NO BID



MEMORANDUM

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

CC: Todd Darden, City Manager

From: Albert Belez/ Purchasing Agent

Date: August 29, 2025

Subject: Award vendor for: BID NO: 26-005 SODIUM HYDROXIDE (Annual Bid)

Action Requested: Award Annual Bid No. 26-005 Sodium Hydroxide

Background Information: Annual Bid Request for Sodium Hydroxide used by the Water Treatment Department to treat water purchased from CRMWD.

Financial Considerations:

Expenditure amount requested:	\$17,085
What fund/department account will this amount be drawn from?	Water & Sewer Fund Water Treatment Department
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	No
Does this commit the City to spending funds beyond the current fiscal year? Explain.	No. FYI 2024-25 Budget based on consumption
Difference in Cost vs. Current cost	There will be a 5.56% decrease from the previous year

Vendor Bids/Quotations: We received 3 (three) formal bids and 1 (one) “NO BID” letter. Univar Solutions of Kent, WA, submitted a bid in the amount of \$17,085. PVS DX INC. of Houston, TX, submitted a bid in the amount of \$23,895. Catalynt Solutions, Inc. of Edmonds, WA, submitted a bid in the amount of \$23,970. Pennco, Inc. submitted a ‘NO BID’ letter.

Staff recommendation: City staff recommends accepting the bid from Univar Solutions for the sum of \$17,085, which is \$1,005.00 lower than the previous year.

BID NO: 26-005 SODIUM HYDROXIDE BID TABULATION

BID NO: 26-005 SODIUM HYDROXIDE			
VENDOR NAME:	QTY	UNIT COST	BID AMOUNT:
UNIVAR SOLUTIONS	150,000	\$. 1139	\$ 17,085.00
PVS DX INC.	150,000	\$ 0.16	\$ 23,895.00
CATALYNT SOLUTIONS, INC.	150,000	\$ 0.16	\$ 23,970.00
PENNCO, INC.	NO BID		NO BID



MEMORANDUM

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council
CC: Todd Darden, City Manager
From: Albert Belez/ Purchasing Agent
Date: August 29, 2025
Subject: Award vendor for: BID NO: 26-006 SULFUR DIOXIDE (Annual Bid)

Action Requested: Award Annual Bid No. 26-006 Sulfur Dioxide

Background Information: Annual Bid Request for Sulfur Dioxide used for Water and Wastewater Treatment Departments.

Financial Considerations:

Expenditure amount requested:	\$47,000
What fund/department account will this amount be drawn from?	Water & Sewer Fund Water & Wastewater Treatment Departments
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	No
Does this commit the City to spending funds beyond the current fiscal year? Explain.	No. FYI 2025-26 Budget based on consumption
Difference in Cost vs. Current cost	There will be a 4.44% increase from the previous year

Vendor Bids/Quotations: We received 1 (one) formal bid and 1 (one) “NO BID” letter. PVS DX INC. of Houston, TX, submitted a bid in the amount of \$45,000 and Univar Solutions submitted a “NO BID” letter.

Staff recommendation: City staff recommends accepting the bid from PVS DX INC. for the sum of \$47,000, which is an increase of \$2,000.00 compared to last year.

BID NO: 26-006 SULFUR DIOXIDE BID TABULATION

BID NO: 26-006 SULFUR DIOXIDE			
VENDOR NAME:	QTY	UNIT COST	BID AMOUNT:
PVS DX INC.	20	\$ 2,350.00	\$ 47,000.00
UNIVAR SOLUTIONS	NO BID		NO BID



MEMORANDUM

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

CC: Todd Darden, City Manager

From: Albert Belez/ Purchasing Agent

Date: August 29, 2025

Subject: Award vendor for: BID NO: 26-007 UTILITIES VALVES & FITTINGS
(Annual Bid)

Action Requested: Award Annual Bid No. 26-007 Valves and Fittings

Background Information: Annual Bid Request for Valves and Fittings that are used in the repairs of water and sewer lines used primarily by the Distribution and Collections department. This annual bid would also cover materials used by other departments as well.

Financial Considerations:

Expenditure amount requested:	\$818,811.26
What fund/department account will this amount be drawn from?	Water & Sewer Fund Multiple Departments
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	No
Does this commit the City to spending funds beyond the current fiscal year? Explain.	No. FYI 2025-26 Budget based on consumption
Difference in Cost vs. Current cost	There will be a 21.74% increase from the previous year

Vendor Bids/Quotations: We received 4 (four) formal bids. Core and Main of San Angelo, TX, submitted a bid in the amount of \$828,811.26. Reece Supply of Big Spring, TX, submitted a bid in the amount of \$992,800.18. Benchmark Supply of Abilene, TX, submitted a bid in the amount of \$933,433.78. APSCO of Abilene, TX, submitted a bid in the amount of \$818,271.91.

Staff recommendation: We recommend awarding the contract for Valves and Fittings to APSCO for the sum of \$818,811.26, reflecting an increase of \$146,233.37 compared to the previous year.

BID NO: 26-007 UTILITIES VALVES & FITTINGS BID TABULATION

BID NO: 26-007 UTILITIES VALVES & FITTINGS	
VENDOR NAME:	BID AMOUNT:
CORE & MAIN	\$ 828,811.26
REECE SUPPLY	\$ 992,800.18
BENCHMARK SUPPLY	\$ 933,433.78
APSCO SUPPLY	\$ 818,271.91



MEMORANDUM

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council
CC: Todd Darden, City Manager
From: Albert Belez/ Purchasing Agent
Date: August 29, 2025
Subject: Award vendor for: BID NO: 26-008 FLEET FUEL SERVICES (Annual Bid)

Action Requested: Award vendor for: BID NO: 26-008 FLEET FUEL SERVICES

Background Information: This is annual bid for Fleet Fuel Services.

Financial Considerations:

Expenditure amount requested:	\$474,144.55
What fund/department account will this amount be drawn from?	All Departments
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	No
Does this commit the City to spending funds beyond the current fiscal year? Explain.	There is no increase currently.

Vendor Bids/Quotations: We received 1 (one) formal bid from Southwest Convenience Stores, LLC of Brentwood, TN, in the amounts of \$474,174.55.

Staff Opinion as to Feasibility and Timeline: The staff recommends the acceptance of the bid submitted by Southwest Convenience Stores, LLC, totaling \$477,174.56 for both diesel and unleaded fuel. This agreement is set for a duration of three years.

BID NO: 26-008 FLEET FUEL SERVICES BID TABULATION

BID NO: 26-008 FLEET FUEL SERVICES			
VENDOR NAME:	Unit Cost	Extended Price	Overall Total:
SOUTHWEST CONVENIENCE STORES, LLC	<u>Unleaded</u> = \$2.07 (rack price) +\$.20 (tax)+ \$.05 (business markup)	\$ 278,029.99	\$ 474,144.55
	<u>Diesel</u> = \$2.36 (rack price) +\$.20 (tax)+ \$.05 (business markup)	\$ 196,114.57	



MEMORANDUM

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

CC: Todd Darden, City Manager

From: Albert Belez/ Purchasing Agent

Date: August 29, 2015

Subject: Award vendor for: BID NO: 26-010 JANITORIAL DOWNTOWN OFFICES (Annual Bid)

Action Requested: Award vendor for: BID NO: 26-010 JANITORIAL DOWNTOWN OFFICES (Annual Bid)

Background Information: Yearly contract for janitorial services at multiple city owned facilities.

Financial Considerations:

Expenditure amount requested:	Estimated cost of \$70,824.60
What fund/department account will this amount be drawn from?	General Fund/CVB, City Hall Annex, City Hall, Water Office, Golf Course, Airpark Terminal, Council Chambers
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	No
Does this commit the City to spending funds beyond the current fiscal year? Explain.	No
Difference in cost vs. current cost	There is a 31.5% increase from previous year. Note: There were 2 facilities added to the contract which justifies the increase.

Vendor Bids/Quotations: We have received five (5) formal bids. Kleen-Tech, located in Denver, CO, submitted a bid totaling \$88,596. 13 Bravo Services, LLC, based in Crane, TX, submitted a bid amounting to \$401,747.84. Manny's Janitorial Service from Big Spring, TX, provided a bid of \$70,824.60. Volt Cleaning submitted a bid of \$106,078.40. The bid from Prosperity Cleaning Solutions, also from Big Spring, TX, was marked as an 'INCOMPLETE BID'.

Selection Committee Selection: The bid packets included a scoring matrix that encompassed price, experience, past performance, estimated completion time, capability to execute, and thoroughness of the RFB. Personnel from Human Resources, Public Works, CVB, and Finance evaluated the bids that were submitted. Following the scoring of the submissions, it was concluded that Manny's Janitorial represented the most favorable response bidder.

Staff Opinion as to Feasibility and Timeline: It is the staff's recommendation to accept the bid submitted by Manny's Janitorial Services in the amount of \$70,824.60.

BID NO: 26-010 JANITORIAL DOWNTOWN OFFICES BID TABULATION

BID NO: 26-010 JANITORIAL DOWNTOWN OFFICES	
VENDOR NAME:	BID AMOUNT:
KLEEN-TECH	\$ 88,596.00
PROSPERITY CLEANING SOLUTIONS (INCOMPLETE BID)	\$ 13,300.00
13 BRAVO SERVICES LLC.	\$ 401,747.84
MANNY'S JANITORIAL	\$ 70,824.60
VOLT CLEANING	\$ 106,078.40



MEMORANDUM

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

CC: Todd Darden, City Manager

From: Albert Belez/ Purchasing Agent

Date: August 29, 2025

Subject: Award vendor for: BID NO: 26-012 SODIUM PERMANGANATE (Annual Bid)

Action Requested: Award Annual Bid No. 26-012 Sodium Permanganate

Background Information: Annual Bid Request Sodium Permanganate used by the Water Treatment Department to treat water purchased from CRMWD.

Financial Considerations:

Expenditure amount requested:	\$147,000
What fund/department account will this amount be drawn from?	Water & Sewer Fund Water Treatment Department
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	No
Does this commit the City to spending funds beyond the current fiscal year? Explain.	No. FYI 2025-26 Budget based on consumption
Difference in Cost vs. Current cost	There will be a 2% increase from the previous year

Vendor Bids/Quotations: We received 3 (three) formal quotes. Chemrite, Incorporated of Buford, GA, submitted a bid in the amount of \$166,586. Univar Solutions of Houston, TX, submitted a bid in the amount of \$147,000. Shannon Chemical of Malvern, PA, submitted a bid in the amount of \$172,736.90.

Staff recommendation: City staff recommends accepting the bid from Univar Solutions for the sum of \$147,000, which exceeds last year's cost by \$2,940.

BID NO: 26-012 SODIUM PERMANGANATE BID TABULATION

BID NO: 26-012 SODIUM PERMANGANATE			
VENDOR NAME:	QTY	UNIT COST	BID AMOUNT:
CHEMRITE , INCORPORATED	70	\$ 2,379.80	\$ 166,586.00
UNIVAR SOLUTIONS	70	\$ 2,100.00	\$ 147,000.00
SHANNON CHEMICAL	70	\$ 2,467.67	\$ 172,736.90

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, APPROVING AND ADOPTING AN ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Manager of the City of Big Spring has prepared, at the direction of the City Council, the annual budget of the City of Big Spring, Texas, for the fiscal year beginning October 1, 2025 and ending September 30, 2026; and

WHEREAS, public notices of a public hearing upon this budget have been duly and legally made as required by law; and

WHEREAS, after due deliberation, study and consideration of the proposed budget as submitted by the City Manager, the City Council of the City of Big Spring is of the opinion that the same should be approved and adopted;

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

SECTION 1. That the budget of the City of Big Spring, Texas for the fiscal year commencing October 1, 2024, and ending September 30, 2025, be revised in accordance with the expenditures estimated for said fiscal year as indicated in the documents setting forth the budget for the fiscal year commencing October 1, 2025 and terminating September 30, 2026.

SECTION 2. That the annual budget of the City of Big Spring, Texas for the fiscal year commencing October 1, 2025, and ending September 30, 2026 as submitted by the City Manager is hereby approved and adopted and that a true and correct copy of the budget herein approved and adopted shall be filed for record in the office of the City Secretary and that same shall constitute a part of the public records of the City of Big Spring, Texas.

SECTION 3. That the City Manager is granted the authority to revise line item accounts within a department budget so long as the total departmental budget is not increased, unless the City Council has approved increases in a departmental budget at a scheduled Council meeting. The City Manager will notify the City Council of any such revisions that exceed \$1,000.00.

SECTION 4. Should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 6. This ordinance shall take effect on October 1, 2025.

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

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR SAID CITY FOR THE YEAR 2025; DIRECTING THE ASSESSMENT AND COLLECTION THEREOF; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring, Texas is an incorporated Home Rule city dependent upon taxes to provide services to its citizens; and

WHEREAS, all notification and public hearing requirements have been satisfied; and

WHEREAS, the City Council finds it necessary to levy taxes for the 2025-26 fiscal year; and

WHEREAS, the tax rate being considered is last year's tax rate; and

WHEREAS, this tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be raised by 6.95% percent and will raise taxes for maintenance and operations on a \$100,000 home by approximately \$39.35.

WHEREAS, the City Council finds that the tax for the year 2025, hereinafter levied for current expenses of the City and general improvement of the City and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and,

WHEREAS, the City Council finds that taxes for year 2024, hereinafter levied therefore, are necessary to pay interest and to provide the required sinking fund on outstanding bonds of the City issued for municipal purposes;

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

SECTION 1. The facts and recitations in the preamble to this ordinance are hereby found and declared to be true and correct, and are incorporated herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. The City Council hereby finds that the City has complied with all of the prerequisites necessary to the levying of a tax rate for this City for the year 2025, and does hereby levy and adopt the tax rate on One Hundred Dollars (\$100) valuation for the tax year 2025 as follows:

\$0.627702	for the purpose of maintenance and operation
<u>\$0.080450</u>	for the principal and interest on debt of this city as set out in Section 5

<u>\$0.708152</u>	<u>Total Tax Rate</u>
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SECTION 3. For the current expenses of the City and general improvement of the City and its property, i.e., for maintenance and operation, the City Council hereby levies and orders to be assessed and collected for the year 2025 on all property situated within the limits of said City and not exempted from taxation by valid laws, ad valorem tax at the rate of 62.7702 cents (\$0.627702) on each One Hundred Dollars (\$100.00) valuation of said property.

SECTION 4. For the purpose of paying interest and providing a sinking fund for the payment of each issue of bonds issued for various municipal purposes and described in the schedule set out in Section 5, including the various installments of principal falling due during the ensuing year on serial bonds issued for said purposes, the City Council hereby levies and orders to be assessed and collected for the year 2025 on all property situated within the limits of said city and not exempted from taxation by valid laws, an ad valorem tax for each of the issues of bonds described in said section at the respective rates shown in the right hand column of said section opposite the descriptions of said issues, said rates being expressed in amounts on one hundred dollars (\$100.00) valuation of said property, the sum of said respective levies being 08.0450 cents (\$0.080450) on each One Hundred Dollars (\$100.00) valuation of said property for said bond issues, and the amounts of levies therefore being as shown in said Section 3.

SECTION 5. Schedule of Bond Issues and Amounts of the Tax Levies Thereof:

<u>Purpose of Issue</u>	<u>Date of Issue</u>	<u>Tax Rate Per \$100 Valuation</u>
Certificates of Obligation	2020	1.6349¢
General Obligation Bonds	2016	<u>6.4101¢</u>
Total requirements for outstanding bonds		8.0450¢

SECTION 6. The City Council hereby finds and determines that the meeting at which this Ordinance was passed was open to the public as required by law.

SECTION 7. If any section, paragraph, clause, phrase, or provision of this ordinance shall be adjudged invalid or found to be unconstitutional, the same shall not affect the validity of this ordinance as a whole or any part of provision thereof, other than the part so declared to be invalid or found to be unconstitutional.

SECTION 8. The ordinance shall become effect immediately upon adoption on second reading.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE FISCAL YEAR 2025-2026 BUDGET THAT WILL REQUIRE RAISING MORE REVENUE FROM PROPERTY TAXES THAN IN THE PRIOR FISCAL YEAR 2024-2025 BUDGET; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council has, on the same date as and prior to its consideration and adoption of this Ordinance, adopted by separate Ordinance the budget of the City of Big Spring for the Fiscal Year 2025–2026;

WHEREAS, the Fiscal Year 2025-2026 budget will require raising more revenue from property taxes than in the prior budget of the City of Big Spring for Fiscal Year 2024-2025; and

WHEREAS, Section 102.007 (c) of the Texas Local Government Code provides that adoption of a budget that will require raising more revenue from property taxes than in the previous year does require a separate vote of the City Council to ratify the property tax increase reflected in the budget; and that a vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate; and

WHEREAS, in order to comply with that provision, it is necessary for the City Council to adopt this Ordinance;

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

SECTION 1. In accordance with the requirements of Section 102.007 (c), Texas Local Government Code, the property tax increase reflected in the Fiscal Year 2025-2026 Budget that will require raising more revenue from property taxes than in the prior approved budget for Fiscal Year 2024-2025 budget is hereby ratified.

SECTION 2. Should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. This ordinance shall take effect on October 1, 2025.

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

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, ESTABLISHING THE PAY SCHEDULE FOR CLASSIFIED POSITIONS WITHIN THE POLICE DEPARTMENT EFFECTIVE OCTOBER 1, 2025; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the Police Department pay plan for fiscal year 2025-2026;

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

SECTION 1: Enacted

THAT, the pay schedule for the Police Department as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes as if copied herein verbatim, is adopted as the pay schedule for the classified positions within the Police Department of the City of Big Spring effective October 1, 2025. In the event the City Council does not take action to amend the pay schedule in the years following 2025, the pay plan provided shall remain in effect for subsequent years.

SECTION 2: Repeal

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

SECTION 3: Effective Date

That, this ordinance shall be in force and effect beginning October 1, 2025.

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

Robert Moore, Mayor

ATTEST:

Tami L. Davis, City Secretary

Exhibit A

City of Big Spring Police Department Pay Plan Effective October 1, 2025

POSITION	GRADE	STEPS						
		1	2	3	4	5	6	7
Certified Police Officer	P1	31.509	32.297	33.104	33.932	34.780	35.650	36.541
Corporal	P2	33.400	34.235	35.091	35.968	36.867	37.606	38.546
Sr Corporal	P3	35.403	36.288	37.195	38.125	39.078	40.055	41.056
Sergeant	P4	39.780	40.775	41.794	42.839	43.910	45.008	46.133
Master Sergeant	P5	42.166	43.220	44.301	45.409	46.544	47.708	48.901
Sr Lieutenant	P6	49.519	50.757	52.026	53.327	54.660	56.027	57.428

Non-Cert Police Officer	109	26.014
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Additional Assignment Pay

Night Shift Differential	5% Hourly Increase from 6:00 pm to 6:00 am
Instructor	5% Hourly Increase when teaching
Field Training (FTO)	\$50/day, bi-weekly as it occurs
SWAT	\$325/month

Monthly Incentive Pay

Education Monthly Pay

Associates	\$	100.00
Bachelors	\$	200.00

Lateral Transfers

as of 10/1/25

1 yr	Certified Officer	P-1/Step 2	\$67,177.76
2yr	Certified Officer	P-1/Step 3	\$68,856.32
3 yr	Certified Officer	P-1/Step 4	\$70,578.56
4 yr	Corporal	P-2/Step 2	\$71,208.80
5 yr	Corporal	P-2/Step 3	\$72,989.28
6 yr	Corporal	P-2/Step 4	\$74,813.44
7 yr	Senior Corporal	P-3/Step 2	\$75,479.04
8 yr	Senior Corporal	P-3/Step 3	\$77,365.60
9 yr	Senior Corporal	P-3/Step 4	\$79,300.00
10 + yrs	Senior Corporal	P-3/Step 5	\$81,282.24

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, ESTABLISHING THE FIRE DEPARTMENT PAY SCALE EFFECTIVE OCTOBER 1, 2025, IN ACCORDANCE WITH CHAPTER 143 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the Fire Department pay plan effective October 1st, 2025; and to provide for certificate, education, and paramedic pay;

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

SECTION 1. The pay schedule for the Fire Department as shown in Exhibit “A,” which is attached hereto and incorporated herein for all purposes as if copied herein verbatim, is adopted as the pay scale for the Fire Department of the City of Big Spring effective October 1, 2025. Assignment, education and paramedic pay are authorized as provided in Exhibit “A.” In the event the City Council does not take action to amend the assignment, education, and paramedic pay in the years following 2025, the assignment, education, and paramedic pay provided shall remain in effect for subsequent years.

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

SECTION 3. This ordinance shall be in force and effect beginning October 1, 2025.

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

Robert Moore, Mayor

ATTEST:

Tami L. Davis, City Secretary

Exhibit A

City of Big Spring Fire Department Pay Plan Effective October 1, 2025

POSITION	GRADE	STEPS					
		1	2	3	4	5	6
Certified Fire Fighter DAY	F1	28.053	28.754	29.473	30.210	30.965	31.739
Certified Fire Fighter SHIFT	F1	20.038	20.539	21.052	21.578	22.117	22.670
Apparatus Engineer DAY	F2	31.520	32.308	33.116	33.944	34.793	35.663
Apparatus Engineer SHIFT	F2	22.514	23.077	23.654	24.245	24.851	25.472
Captain DAY	F3	35.902	36.800	37.720	38.663	39.630	40.621
Captain SHIFT	F3	25.644	26.285	26.942	27.616	28.306	29.014
Battalion Chief/Marshal DAY	F4	38.378	39.337	40.320	41.328	42.361	43.420
Battalion Chief/Marshal SHIFT	F4	27.412	28.097	28.800	29.520	30.258	31.014

Cadets	108	24.541
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PARA CERT.	1	SHIFT	EMERGENCY MED TECH PARAMEDIC	EMTP S	\$2.131
	2	DAY	EMERGENCY MED TECH PARAMEDIC	EMTP D	\$2.985
EDUCATION	1	SHIFT	ASSOCIATE DEGREE	ASSOC S	\$0.428
	2	DAY	ASSOCIATE DEGREE	ASSOC D	\$0.600
	1	SHIFT	BACHELORS DEGREE	BACH S	\$0.870
	2	DAY	BACHELORS DEGREE	BACH D	\$1.218
ASSIGNMENT PAY	1	SHIFT	EMS INSTRUCTOR - TDH	INST-TDH S	\$0.888
	2	DAY	INSTRUCTOR - TDH	INST-TDH D	\$1.244
	1	SHIFT	FIRE INSTRUCTOR - INTERMEDIATE TCFP	INST-TCFP S	\$0.888
	2	DAY	INSTRUCTOR - INTERMEDIATE TCFP	INST-TCFP D	\$1.244
	1	SHIFT	FIRE INVESTIGATOR or INSPECTOR	INV-INSP S	\$0.455
	2	DAY	FIRE INVESTIGATOR or INSPECTOR	INV-INSP D	\$0.636
	1	SHIFT	ARSON INVESTIGATOR	ARSON S	\$0.908
	2	DAY	ARSON INVESTIGATOR	ARSON D	\$1.261
	1	SHIFT	TRAINING OFFICER	TRANOFF S	\$1.206
	2	DAY	TRAINING OFFICER	TRANOFF D	\$1.206
	1	SHIFT	FIRE MARSHAL	FIRE MARSH S	\$8.410
	2	DAY	FIRE MARSHAL	FIRE MARSH D	\$8.410
	1	SHIFT	HEALTH INSPECTOR	FIRE MARSH S	\$0.861
	2	DAY	HEALTH INSPECTOR	FIRE MARSH D	\$1.206

Emergency Management Coordinator \$300.00 per month

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING CHAPTER 50 OF THE CODE OF ORDINANCES ENTITLED “UTILITIES,” ARTICLE IV ENTITLED “UTILITY SERVICE CHARGES,” SECTION 50-92 ENTITLED “CHARGES FOR WATER RATES” SUBSECTION B DUE TO INCREASED COSTS OF OPERATING THE WATER UTILITIES; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, “a municipality may purchase, construct, or operate a utility system inside or outside the municipal boundaries and may regulate the system in a manner that protects the interests of the municipality....” Section 552.001(b), Texas Local Government Code; and

WHEREAS, water rates charged by a municipality must be “fair, just, and reasonable,” Section 13.042(a), Texas Water Code; and

WHEREAS, the costs of running the water system have increased, and the City Council recognizes the need to balance costs and ongoing capital needs with revenue; and

WHEREAS, water services provided outside the corporate limits of the municipality are charged at double the base rate and usage rate under Big Spring City Code Section 50-30; and

WHEREAS, City Council finds that the water rates as changed in this ordinance are fair, just, and reasonable;

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

SECTION 1. The Big Spring Code of Ordinances, Chapter 50 entitled “Public Utilities,” Article IV entitled “Utility Service Charges,” Section 50-92 entitled “Charges for Water Rates,” Subsection (B) is hereby amended as follows:

Sec. 50-92. - Charges for water rates.

...

(B) Water Usage Rate Table:

Inside city limits – Residential

0-2,000 gallons	\$1.50 per thousand gallons
3,000-10,000 gallons	\$4.60 \$4.74 per thousand gallons
11,000-20,000 gallons	\$6.82 \$7.02 per thousand gallons
21,000-50,000 gallons	\$7.15 \$7.36 per thousand gallons

>50,000 gallons ~~\$7.50~~ \$7.73 per thousand gallons

Inside city limits – Commercial

0-50,000 gallons ~~\$5.17~~ \$5.32 per thousand gallons

51,000-100,000 gallons ~~\$6.48~~ \$6.67 per thousand gallons

>100,000 gallons ~~\$6.90~~ \$7.11 per thousand gallons

...

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

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

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

SECTION 5. The City Secretary is hereby directed to cause the caption and the fees associated with this ordinance to be published as provided by law.

SECTION 6. Pursuant to Section 13.043, Texas Water Code, the City Manager or his designee shall immediately provide individual written notice to each ratepayer eligible to appeal who resides outside the boundaries of the municipality or the political subdivision. The notice must include, at a minimum, the effective date of the new rates, the new rates, and the location where additional information on rates can be obtained. The City Manager or his designee may provide the notice electronically if the utility or political subdivision has access to a ratepayer's e-mail address.

SECTION 8. After two readings and upon adoption in accordance with the provisions of the Charter of the City of Big Spring, this ordinance shall take effect for the October 2025 monthly utility billing cycle.

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

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

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER FORTY-FOUR OF THE BIG SPRING CODE OF ORDINANCES ENTITLED “SOLID WASTE,” ARTICLE 2 “COLLECTION AND LANDFILL FEES,” SECTION 44-41. “RATES” TO INCLUDE AN INCREASE ON RESIDENTIAL RATES AND COMMERCIAL RATES; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds it to be in the public interest to regulate the use, placement, maintenance and fees associated with the landfill located within the City of Big Spring; and

WHEREAS, the City Council finds it necessary to increase the weekly pickup rates for residential and commercial customers by 3% to assist in the funding of the landfill; and

WHEREAS, the City Council finds that the public health, safety, and general welfare will best be served by the following amendment;

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

SECTION 1. The City of Big Spring Code of Ordinances Chapter 44 entitled “Solid Waste,” Article 2 “Collection and Landfill Fees,” Section 44-41 “Rates,” is hereby amended to read as follows:

Sec. 44-41. Rates.

(A) Residential Rates – picked up once a week only

(1) Single family dwelling units \$ ~~23.29~~ 23.99

(2) Additional roll out for single family dwelling units \$ ~~11.65~~ 12.00

(B) Commercial Rates

(1) One collection each week:

(a) 1.5 cu. yd. Container \$ ~~40.05~~ 41.25

(b) 3 cu. yd. Container \$ ~~51.43~~ 52.97

Ord. _____

(2) Two collections weekly:

(a) 1.5 cu. yd. Container \$ ~~80.10~~ 82.50

(b) 3 cu. yd. Container \$~~102.86~~ 105.95

(3) Four collections weekly:

(a) 1.5 cu. yd. Container \$~~160.18~~ 164.99

(b) 3 cu. yd. Container \$~~205.71~~ 211.88

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

SECTION 2. Should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any purpose, the remainder of this Ordinance shall not be affected thereby.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. The City Secretary is hereby directed to cause the caption of this ordinance to be published as provided by law.

SECTION 5. This ordinance shall take effect on October 1, 2025 after its passage and publication.

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, Assistant City Secretary

Ord. _____

Ord. _____

ORDINANCE NO. 48-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 48 OF THE BIG SPRING CITY CODE ENTITLED "TRAFFIC AND VEHICLES," ARTICLE I "IN GENERAL," SECTION 48-10 SCHOOL SPEED LIMIT ZONES 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, adopting this ordinance is in the public interest and is necessary to protect health, life and property, and to preserve the good government, order, and security of the municipality and its inhabitants;

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

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

SECTION 2. The Section 48-10 is amended in its entirety, Speed limits in school zones and school bus loading/unloading zones of Big Spring, Article I, In General, Chapter 48, "Speed Limits in School Zones and School Bus Loading/Unloading Zones," is hereby amended in its entirety as follows:

Sec. 48-10. School Speed Limit Zones ~~and Speed limits in school zones and School Bus Loading/Unloading Zones.~~

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

Academic Session shall mean the period of time in which students of a public or private school attend classes.

(b) School Speed Limit Zones. The following described locations or areas within the city are hereby designated "school speed limit zones" and no person shall drive a motor vehicle in any direction within said areas or locations at a speed greater than is reasonable or prudent under the circumstances then existing. The speed limit specified hereinafter shall be lawful, but any speed in excess of the limit so specified during the hours set forth hereinafter for each location or area shall be prima facie evidence that the speed is not reasonable or prudent and is unlawful on the days school is in session.

Twenty (20) mph in a School Speed Limit Zone on a day in which Academic Sessions are held from 7:00 a.m. to 9:30 a.m. and from 2:30 p.m. to 4:30p.m.

(1) Goliad Middle School and Big Spring Intermediate.

(a) On Goliad Street from a point 15' north of the north right-of-way line of 22nd Street to a point 15' south of the south right-of-way line of 17th Street.

(b) On 18th Street from a point 850' east of the east right-of-way line of Goliad Street to a point 467' west of the west right-of-way line of Goliad Street.

(2) Kentwood Elementary School.

(a) On Merrily Drive from the west right-of-way of Ann Drive to the west right-of-way line of Shirley Drive.

(3) Bauer Headstart School Readiness Academy.

(a) On North Scurry Street from a point 155' north of the north right-of-way line of North 10th Street to the south right-of-way line of North 9th Street.

(b) On Northwest 10th Street from a point 105' east of the east right-of-way line of North Gregg Street to the east right-of-way line of North Scurry Street.

(c) On Northwest/Northeast 9th Street from a point 157' east of the east right-of-way line of North Gregg Street to a point 130' west of the west right-of-way line of North Runnels Street.

(4) Marcy Elementary School.

(a) On Connally Street from a point 10' south of the south right-of-way line of Cecilia Street to the north right-of-way line of Wasson Road.

(b) On Wasson Road from a point 300' east of the east right-of-way line of Randolph Blvd. to a point 10' east of the west right-of-way line to Calvin Street.

(5) Moss Elementary School.

(a) On Baylor Blvd from a point 115' south of the south right-of-way line

of Fordham Ave. to the south right-of-way line of Greenbriar Ave.

(b) On Fordham Ave. from a point 15' west of the east right-of-way line of Baylor Street to a point 15' of the east right-of-way line of Marquette Ave.

(c) On Kent Ave. from the north right-of-way line of Greenbriar Ave. to the south right-of-way line of Fordham Ave.

(d) On Marquette Ave. from north right-of-way line of Greenbriar Ave. to a point 15' south of the south right-of-way line of Fordham Ave.

(e) On Greenbriar Ave. from a point 15' west of the east right-of-way line of Baylor Blvd. to a point east of the east right-of-way line of Marquette Ave.

(6) Washington Place Elementary School.

(a) On Birdwell Lane from a point 25' north of the north right-of-way line of South Monticello Street to a point 55' north of the north right-of-way line of North Monticello Street.

(b) On North Monticello Street from a point 90' west to the west right-of-way line of College Avenue and to the east right-of-way line of Birdwell Lane.

(7) Big Spring High School.

(a) On 10th Street from a point 379' east of the east right-of-way line of Goliad Street to the west right-of-way line of Owens Street.

(b) On 11th Place from a point 114' east of the east right-of-way line of Goliad Street to the west right-of-way line of Young Street.

(8) New Hope Christian School.

(a) On Cedar Road from a point 78' west of the west right-of-way line of Mountain Park Drive to 581' east of the east right-of-way line of Indian Hills Drive.

(9) Big Spring Junior High School.

(a) On 6th Street from a point 30' east of the right-of-way line of Young Street to a point 140' east of the right-of-way line of Goliad.

(b) On Owens Street from a point 10' south of the right-of-way line of 5th Street to a point 20' north of the right-of-way line of 10th Street.

(c) On 7th Street from a point 160' east of the right-of-way line of Goliad Street to the south right-of-way of 8th Street.

- (d) On 8th Street from a point 140' east of the right of way line of Goliad Street to a point 10' west of the right-of-way of Caylor Street.
- (e) On Benton Street from a point 10' south of the right-of-way line of 5th Street to a point north of the right-of-way line of 6th Street.
- (f) On Austin Street from a point 10' south of the right-of-way line of 5th Street to a point north of the right-of-way line of 6th Street.

(10) Runnels Academy.

- (a) On 11th Place from a point 150' west of the west right-of-way line of Runnels Street to the south right-of-way of 10th St.
- (b) On 10th Street from a point 131' east of the east right-of-way line of Main Street to a point 34' west of the west right-of-way line of Johnson Street.
- (c) On Runnels Street from a point 18' south of the south right-of-way line of 9th Street to the north right-of-way of 10th St.
- (d) On Johnson Street from a point 83' north of the north right-of-way line of 11th Place to a point 18' south of the south right-of-way line of 9th Street.

(11) Pathway Academy.

- (a) On 12th Street from a point 16' west of the west right-of-way line of Young Street to a point 13' east of the east right-of-way line on Austin Street.
- (b) On 13th Street from a point 15' west of the west right-of-way line of Young Street to a point 11' east of the east right-of-way line of Austin Street.
- (c) On Owens Street from a point 9' north of the north right-of-way line of 14th Street to a point 75' south of the south right-of-way line of 11th Place.
- (d) On Benton Street from a point 68' south of the south right-of-way line of 11th Place to a point 244' north of the north right-of-way line of 14th Street.

~~—(a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:~~

~~—Academic session means the period of time in which students of a public or private school attend classes.~~

~~— School bus loading/unloading zone means a designated place on a street in which a school bus stops to load or unload passengers.~~

~~— School zone means any public highway or street that is immediately adjacent to the property of a public or private school designated and marked as a school zone within the city limits.~~

~~—(b) Designated in certain locations or areas. The following described locations or areas within the city are hereby designated "school zones" or "school bus loading/unloading zones" and no person shall drive a motor vehicle in any direction within said areas or locations at a speed greater than is reasonable or prudent under the circumstances then existing. The speed limit specified hereinafter shall be lawful, but any speed in excess of the limit so specified during the hours set forth hereinafter for each location or area shall be prima facie evidence that the speed is not reasonable or prudent and is unlawful on the days school is in session.~~

~~—(1) Twenty mph in a school zone on a day in which academic sessions are held from 7:00 a.m. to 9:30 a.m. and from 2:30 p.m. to 4:30 p.m.; and~~

~~—(2) Twenty mph in a school bus loading/unloading zone on a day in which academic sessions are held from 7:00 a.m. to 9:30 p.m. and from 2:30 p.m. to 4:30 p.m.;~~

~~—a. On Airbase Road from a point 460 feet south of the south right-of-way line of West 13th Street to a point 88 feet north of the north right-of-way line of West 13th Street; and~~

~~—b. On West 16th Street from the west right-of-way line of Lark Street to the east right-of-way line of Mesa Street.~~

~~—(c) Installation of school and school bus loading/unloading signs and markings. The city manager, or his designee, is hereby authorized and directed to erect and install appropriate signs and markings in all school zones and school bus loading/unloading zones, in conformance with the Texas Manual of Uniform Traffic Control Devices (TMUTCD), indicating and carrying out the provisions of this chapter.~~

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

SECTION 3. 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 4. 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 5. 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 6. This Ordinance is ordered to be codified.

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

SECTION 8. 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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS DESIGNATING ONE MAILING ADDRESS AND ONE ELECTRONIC MAIL ADDRESS, AND APPROVING ONE ELECTRONIC SUBMISSION METHOD THROUGH THE INTERNET FOR RECEIVING WRITTEN PUBLIC INFORMATION REQUESTS; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE;

WHEREAS, the Texas Public Information Act provides that a governmental body, such as the City Council of Big Spring, may designate one mailing address and one electronic mail address, and optionally may approve an electronic submission method through the official web site for receiving written requests for public information, Section 552.234, Texas Government Code; and

WHEREAS, the City Council of Big Spring believes that effect of this Resolution will be beneficial to the City and to public information recipients in that it will facilitate the prompt receipt of and prompt response to public information requests;

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

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

SECTION 2. City Council hereby designates the following mailing address for receiving written requests for public information, as permitted under Tex. Gov't Code § 552.234. This mailing address shall be made available to any person upon request.

City of Big Spring
ATTN: City Secretary
310 Nolan Steet
Big Spring, Texas 79720

SECTION 3. City Council hereby designates the following electronic mail address for receiving written requests for public information, as permitted under Tex. Gov't Code § 552.234. This electronic mail address shall be made available to any person upon request.

records@mybigspring.com

SECTION 4. City Council hereby approves the following electronic submission method through the governmental body's web site as permitted under Tex. Gov't Code § 552.234. This address shall be made available to any person upon request.

On the City web site, <https://www.mybigspring.com/> "Public Information Request Portal" will provide a link to the method as follows:

<https://bigspringtx.justfoia.com/publicportal>

SECTION 5. City Council directs that the designated mailing address and electronic mail address be posted on the City's official Internet website and printed on the sign required to be displayed under Tex. Gov't Code § 552.205.

SECTION 6. Upon this Resolution becoming effective and the posting of the mailing address the electronic mail address on the Internet web site and on the above-referenced sign, the City will not be required to respond to a written request for public information unless the request is received: at one of those addresses, by hand delivery, or by the electronic submission through the governmental body's Internet web site.

SECTION 7. City Council hereby directs the City Secretary not later than October 1 of each year to notify the Attorney General of Texas of the current mailing address and electronic mail address designated by the governmental body for receiving written requests for public information.

SECTION 8. Receiving requests for public information through facsimile transmission is not approved by City Council.

SECTION 9. All resolutions or parts of resolutions and minute orders in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 10. Should any one or more sections or clauses of this Resolution be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 11. It is hereby officially found and determined that the meetings at which this Resolution was adopted were open to the public and that public notice of the time, place and purpose of said meetings were given as required by law.

SECTION 12. This Resolution shall become effective immediately.

SECTION 13. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

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

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

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BIG SPRING, TEXAS JOINING WITH THE STATE OF TEXAS AND POLITICAL SUBDIVISIONS OF THE STATE AS A PARTY IN THE VARIOUS EIGHT (8) OPIOID SETTLEMENT AGREEMENTS SECURED BY THE OFFICE OF THE ATTORNEY GENERAL BETWEEN THE STATE OF TEXAS AND ALVOGEN, INC., AMNEAL PHARMACEUTICALS LLC, APOTEX CORP., HIKMA PHARMACEUTICALS USA INC. F/K/A WEST-WARD PHARMACEUTICALS CORP., INDIVIOR INC., VIATRIS INC., SUN PHARMACEUTICAL INDUSTRIES, INC., AND ZYDUS PHARMACEUTICALS (USA) INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECONDARY MANUFACTURERS' SUBDIVISION PARTICIPATION AND RELEASE FORM; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Big Spring, Texas is a Home Rule Municipality formed and organized pursuant to the constitution and laws of the State of Texas; and

WHEREAS, the people of the State of Texas and its communities, including Big Spring, have been harmed through the national and statewide epidemic caused by the sale, use and distribution of opioids within the State of Texas; and

WHEREAS, the City has been provided information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing as well as fraudulent distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions conduct and misconduct have resulted in the death of many Texans and has resulted in the devastation of families and communities across the State, the loss being felt by friends as well; and

WHEREAS, local governments have been on the front lines of the opioid crisis, which has resulted in significant financial costs to them related to the expenditures and continuing costs for healthcare services, social services, law enforcement and the criminal justice systems; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas; and

WHEREAS, on September 28, 2021, the City Council adopted Resolution 025-2021 adopting The Texas Term Sheet and the intrastate allocation schedule; and

WHEREAS, the State of Texas has now settled with various eight (8) manufacturers, namely, Alvogen, Inc., Amneal Pharmaceuticals LLC., Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp., Indivior Inc., Viatric Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA) Inc., and has advised the City of Big Spring that it is in the best interest of the City to participate in the State wide settlements with the afore stated secondary manufacturers; and

WHEREAS, the City Council finds it to be in the best interest of public health safety and welfare to authorize the City Manager to execute the Secondary Manufacturers' Combined Subdivision Participation and Release Form to join the State's settlements with the afore mentioned manufacturers;

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

SECTION 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the City Council.

SECTION 2. The City Council hereby authorizes the City Manager to execute the Secondary Manufacturers' Combined Subdivision Participation and Release Form and is directed to submit the requisite form, attached hereto as Exhibit "K," to the Attorney General of the State of Texas for inclusion with the State's various eight (8) settlement agreements with the manufacturers, noting as follows:

- (i) The proposed Alvogen Settlement Agreement between the State, its participating subdivisions, and Alvogen, Inc., dated April 4, 2025, is attached hereto as Exhibit "A"; and
- (ii) The proposed Amneal Settlement Agreement between the State, its participating subdivisions, and Amneal Pharmaceuticals LLC., dated April 4, 2025, is attached hereto as Exhibit "B"; and
- (iii) The proposed Apotex Settlement Agreement between the State, its participating subdivisions, and Apotex Corp., dated April 4, 2025, is attached hereto as Exhibit "C"; and
- (iv) The proposed Hikma Settlement Agreement between the State, its participating subdivisions, and Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp., dated April 4, 2025, is attached hereto as Exhibit "D"; and

- (v) The proposed Indivior Settlement Agreement between the State, its participating subdivisions, and Indivior Inc., dated April 4, 2025, is attached hereto as Exhibit “E”; and
- (vi) The proposed Mylan Settlement Agreement between the State, its participating subdivisions, and Viatric Inc. (“Mylan”), dated April 4, 2025, is attached hereto as Exhibit “F”; and
- (vii) The proposed Sun Settlement Agreement between the State, its participating subdivisions, and Sun Pharmaceutical Industries, Inc., dated April 4, 2025, is attached hereto as Exhibit “G”; and
- (viii) The proposed Zydus Settlement Agreement between the State, its participating subdivisions, and Zydus Pharmaceuticals (USA) Inc., dated April 4, 2025, is attached hereto as Exhibit “H.”

SECTION 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 5. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

SECTION 6. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the _____ day of _____, **2025** with all members of the Council 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 _____ 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

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form **("Combined Participation Form")**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BIG SPRING, TEXAS JOINING WITH THE STATE OF TEXAS AND POLITICAL SUBDIVISIONS OF THE STATE AS A PARTY IN THE GOVERNMENTAL ENTITY SHAREHOLDER DIRECT SETTLEMENT AGREEMENT SECURED BY THE OFFICE OF THE ATTORNEY GENERAL BETWEEN THE STATE OF TEXAS AND THE MASTER DISBURSEMENT TRUST, PURSUANT TO THE CHAPTER 11 PLAN FILED IN RE PURDUE PHARMA L.P., ET AL.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE;

WHEREAS, the City of Big Spring, Texas is a Home Rule Municipality formed and organized pursuant to the constitution and laws of the State of Texas; and

WHEREAS, the people of the State of Texas and its communities, including Big Spring, have been harmed through the national and statewide epidemic caused by the sale, use and distribution of opioids within the State of Texas; and

WHEREAS, the City has been provided information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, “Defendants”) have engaged in fraudulent and/or reckless marketing as well as fraudulent distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions conduct and misconduct have resulted in the death of many Texans and has resulted in the devastation of families and communities across the State, the loss being felt by friends as well; and

WHEREAS, local governments have been on the front lines of the opioid crisis, which has resulted in significant financial costs to them related to the expenditures and continuing costs for healthcare services, social services, law enforcement and the criminal justice systems; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas; and

WHEREAS, on September 28, 2021, the City Council adopted Resolution 025-2021 adopting The Texas Term Sheet and the intrastate allocation schedule; and

WHEREAS, the State of Texas has now settled with Purdue Pharma L.P. and has entered into that certain Governmental Entity Direct Shareholder Settlement Agreement between the State of Texas, its political subdivisions, and the Master Disbursement Trust established pursuant to the Chapter 11 Plan filed In re Purdue Pharma L.P., et al.; and

WHEREAS, the State of Texas has advised the City of Big Spring that it is in the best interest of the City to participate in the State wide settlement with the afore stated parties; and

WHEREAS, the City Council finds it to be in the best interest of public health safety and welfare to authorize the City Manager to execute the participation form to join the State's settlement with Purdue Pharma, L.P., et al.;

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

SECTION 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the City Council.

SECTION 2. The City Council hereby authorizes the City Manager to execute the Subdivision Participation and Release Form and is directed to submit the requisite form, attached hereto as Exhibit "K" to the Attorney General of the State of Texas for inclusion with the State's Governmental Entity Direct Shareholder Settlement Agreement with the Master Disbursement Trust, noting that the Governmental Entity Direct Shareholder Settlement Agreement is attached hereto as an "Exhibit A."

SECTION 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 5. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

SECTION 6. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the _____ day of _____, **2025** with all members of the Council 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

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released

Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

ROOFING CONSULTANT AGREEMENT

THIS Roofing Consultant Agreement (the "**Agreement**"), is made in Big Spring, Howard County, Texas, this ____ day of _____, 20____ (the "**Effective Date**") by and between City of Big Spring, a Texas municipal corporation having its principal place of business at 310 Nolan Street, Big Spring, Texas 79720 (the "**City**"), and Rickey Conradt d/b/a Building Science Consultants, a Texas company having its principal place of business at 1005 Congress Ave, Ste 925, Austin, TX 78701 (the "**Consultant**"), and together with the City, the "**Parties**," and each, a "**Party**").

WHEREAS, the City of Big Spring experienced storms with wind and hail on or about May 29, 2025 and on or about June 8, 2025 ("**Loss Dates**"), causing damage to City-owned property; and

WHEREAS, Consultant is skilled and experienced in roofing consulting; and

WHEREAS, City desires to retain Consultant to provide services under the terms and conditions set forth herein, as modified and amended hereunder, and subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. General.

A.1 Definitions.

In addition to the terms defined above, in this Agreement:

"**Agreement**" means this Roofing Consultant Agreement.

"**City Council**" means the City Council of Big Spring, the governing body of the City of Big Spring.

"**City Confidential Information**" is defined in Section C.1.

"**Fiscal Year**" means the City's fiscal year, which begins October 1 each year and ends September 30 the following year.

"**Initial Term**" means the initial term of the Agreement, which shall be effective as of the Effective Date and shall terminate upon the completion of the Services unless earlier terminated by the terms of this Agreement.

"**Intellectual Property Rights**" means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and

works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world.

"Key Company Personnel" means owners (of more than 10% of the controlling interest of the company or a parent company), and managers and directors of Consultant.

"Officer" means each City elected official, city manager, department head, purchasing agent, municipal attorney, and judge.

"PIA" means the Texas Public Information Act ("PIA"), codified under Chapter 552, Texas Government Code, as amended.

"Services" means writing estimates, evaluating damages from Storm Damage the Loss Dates for every building and structure the City owns, and providing corresponding documentation of the damages, including photographs, measurements, infrared scans, and reports. Each building will be submitted as a complete file with both a paper and an electronic copy. Services also include being an expert witness on behalf of the City during litigation, if needed. Services exclude negotiating with any insurance company or risk pool. Services are further limited by the disclaimer in A.2.

"Storm Damage" means damage to City-owned real property occurring on the Loss Dates.

A.2 Disclaimer

Consultant is not acting as a public insurance adjuster. Consultant will not negotiate insurance or risk pool claims on behalf of the City, nor will Consultant meet with or represent the City before insurance adjusters. Consultant's role is limited solely to providing documentation, evaluations, estimates and testimony as outlined herein.

A.3 Exclusivity

In consideration for this Agreement, Consultant warrants that it will not form any agreement or working relationship with regard to the subject matter of this Agreement either with Texas Municipal Intergovernmental Risk Pool or any of its agents, attorneys, or reinsurers; or with contractors or suppliers that the City may enter into agreements with for the repair of roofs, buildings or structures.

B. Terms

B.1 Term.

The term of the Agreement will be the Initial Term, unless terminated sooner pursuant to the Agreement.

B.2 Consideration.

The City of Big Spring agrees to pay and assign to Consultant as a fee for its services of \$250 per hour, except that the sum of the fee, and any other costs assessed to the City of Big Spring through this Agreement, shall not exceed four and five tenths percent (4.5%) of the amount of settlement proceeds on account of said loss.

B.2a Invoicing and Costs

Consultant shall provide detailed monthly billing including hourly billing, per diem charges, lodging, and mileage. Mileage is at the IRS rate. Lodging is \$114 per day. Per diem is \$68 per day for meals and incidental expenses.

B.3 Services.

Consultant warrants that it will provide to City the Services (a) in accordance with the terms and subject to the conditions set forth in the Agreement; (b) using personnel in adequate and sufficient number and of required skill, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with the highest professional standards in Consultant's field; and (e) to the reasonable satisfaction of the City.

The scope of the services will include all applicable real property claims for losses sustained by storm, wind and hail on or about May 29, 2025 and on or about June 8, 2025, but will not include automobile claims.

B.4 Termination for Cause.

Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party:

- (a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

B.4a Termination for Convenience

City, in its sole discretion, may terminate this Agreement at any time without cause, by providing at least thirty (30) days' prior written notice to the Consultant.

B.5 Independent Contractor.

It is understood and acknowledged that the Services which Consultant will provide to City hereunder shall be in the capacity of an independent contractor and not as an employee, agent, partner, or joint venturer of the City. Consultant shall control the conditions, time, details, and means by which Consultant performs the Services.

B.6 Fiscal matters.

The City commits current revenues to the Agreement. City reserves the right to cancel the Agreement at the end of any Fiscal Year without penalty if City Council does not budget sufficient funds to continue it.

B.7 No Infringement.

Consultant hereby represents and warrants that: (a) none of the Services or the City's use thereof or other exercise of its rights or license under the Agreement, does or will infringe, misappropriate, dilute, or otherwise violate any Intellectual Property Right of any person, and (b) as of the date hereof, there are no pending or, to Consultant's knowledge, threatened claims, litigation, or other proceedings against Consultant by any third party based on an alleged violation of such Intellectual Property Rights.

B.8 Authorized Representative.

Consultant shall appoint a representative to the following position: a primary contact to act as Consultant's authorized representative to the City with respect to all matters pertaining to the Agreement (the "**Service Manager**"), who shall initially be Rickey Conradt. Consultant shall notify City promptly of any changes to the Service Manager including the Service Manager's name and contact information, and updates thereto.

B.9 Remote Access.

As applicable, if Consultant requires remote access to City information technology systems to provide the Services, Consultant must receive permission from the IT Manager or another person designated by the City Manager or the Assistant City Manager, and such access may be revoked at any time to protect City systems.

B.10 Additional Representations and Covenants.

- (a) Consultant covenants that it will file a conflicts of interest questionnaire (available from Texas Ethics Commission web site) with City if Consultant or any of its Key Company Personnel (a) 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; (b) has given an Officer or an Officer's family member one or more gifts totaling more than \$100 in the preceding twelve months; or (c) if Key Company Personnel have a family relationship with an Officer.

- (b) Consultant represents to City that it is not on a list prepared and maintained by the Texas Comptroller of companies doing business with Iran, Sudan, or a foreign terrorist organization (these lists are available at <https://comptroller.texas.gov/purchasing/publications/divestment.php>) unless it is a company affirmatively declared by the United States government to be excluded from the applicable federal sanctions regime.
- (c) Consultant (1) represents that it does not boycott Israel, and (2) covenants that it will not boycott Israel during the Term.
- (d) Consultant (1) represents to City that it does not boycott energy companies, and (2) covenants that it will not boycott energy companies during the Term.
- (e) Consultant (1) represents to City that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) covenants that it will not discriminate against a firearm entity or firearm trade association during the Term.
- (f) A “designated country” means one designated as a threat to critical infrastructure by the Governor of Texas. Consultant represents to City that Consultant is (1) neither owned by nor is the majority of its ownership interest held or controlled by citizens of China, Iran, North Korea, Russia, or a designated country; (2) neither owned by a company or other entity, including a governmental entity, that is owned or controlled by citizens of nor is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; and (3) not headquartered in China, Iran, North Korea, Russia, or a designated country.
- (g) Consultant represents to City that, in the scope of the Agreement, either the City will not lease a computer, phone, or mobile device from Consultant; or, if the City does lease such from Consultant, that Consultant 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.

B.11 Compliance with Laws.

Consultant warrants that it is in compliance with and covenants that it shall comply with all applicable laws, regulations, and ordinances. Consultant warrants that it has in effect and covenants that it shall maintain, renew and obtain all of the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Agreement.

B.12 Time of the Essence.

Time shall be of the essence in the Agreement.

C. Miscellaneous.

C.1 City Confidential Information.

(a) Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under the Agreement, be exposed to or acquire information that is confidential to City. Any and all information of any form obtained by Consultant or its employees or agents from City in the performance of the Agreement shall be deemed to be confidential information of City ("**City Confidential Information**"). Any reports or other documents or items (including software) that result from the use of City Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as City Confidential Information. City Confidential Information shall be deemed not to include information that (1) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (2) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under the Agreement; or (3) is independently developed by employees or agents of Consultant who can be shown to have had no access to City Confidential Information.

(b) Consultant agrees to hold City Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose City Confidential Information to third parties or use City Confidential Information for any purposes whatsoever other than the provision of Services to City hereunder, and to advise each of its employees and agents of their obligations to keep City Confidential Information confidential. Consultant shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any City Confidential Information. Without limitation of the foregoing, Consultant shall advise City immediately in the event Consultant learns or has reason to believe that any person who has had access to City Confidential Information has violated or intends to violate the terms of the Agreement and Consultant will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or Consultant against any such person. Consultant agrees that, except as directed by City, Consultant will not at any time during or after the term of the Agreement disclose, directly or indirectly, any City Confidential Information to any person, and that upon termination of the Agreement or at City's request, Consultant will promptly turn over to City all documents, papers, and other matter in Consultant's possession which embody City Confidential Information. Consultant acknowledges that a breach of this Section C.1, including disclosure of any City Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to City that is inadequately compensable in damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary

for the protection of the legitimate business interest of City and are reasonable in scope and content.

(c) Consultant in providing the Services agrees to abide by the provisions of any applicable federal or state data privacy act.

C.2 City Access to Data.

Nothing in the Agreement will be construed to waive the requirements of Section 205.009 of the Texas Local Government Code. Upon termination of the Agreement, the City will be able to retrieve a copy of City data from Consultant in one or more industry standard formats, at no additional cost to City.

C.3 Public Information Act.

Consultant expressly acknowledges that City is subject to the PIA, and notwithstanding any provision in the Agreement to the contrary, City will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to City by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the PIA, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

C.4 No Duty of City to Indemnify.

The Parties agree that under the Constitution and laws of the State of Texas, City cannot defend, indemnify, hold harmless, or save harmless another party. All references of any kind in the Agreement to City defending, indemnifying, holding harmless, or saving harmless Consultant or any other party for any reason are hereby inoperative, void, and deleted.

C.5 Indemnification of City.

(a) Generally. To the fullest extent permitted by law, and subject to the terms and conditions set forth in Section C.5(b), Section C.5(c), and Section C.5(d), Consultant (as "**Indemnifying Party**") shall indemnify, hold harmless, and defend City and its elected officials, officers, directors, managers, partners, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, demands, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees and litigation expenses, that are incurred by Indemnified Party (collectively, "**Losses**"), arising out of or related to any third-party claim alleging:

(i) breach or non-fulfillment of any provision of the Agreement by Indemnifying Party or Indemnifying Party's owners, officers, directors, managers, partners, employees, subcontractors, sub-subcontractors, affiliates, successors, and permitted assigns ("**Indemnifying Party's Personnel**");

(ii) any negligent or more culpable act or omission of Indemnifying Party or Indemnifying Party's Personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under the Agreement;

(iii) any bodily injury, death, sickness, or disease of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party or Indemnifying Party's Personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under the Agreement; or

(iv) any failure by Indemnifying Party or Indemnifying Party's Personnel to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under the Agreement.

(b) Indemnified Party shall give notice to Indemnifying Party (a "**Claim Notice**") within ten (10) days after obtaining knowledge of any Losses or discovery of facts on which Indemnified Party intends to base a request for indemnification under Section C.5(a). Indemnified Party's failure to provide a Claim Notice to Indemnifying Party under this Section C.5(b) does not relieve Indemnifying Party of any liability that Indemnifying Party may have to Indemnified Party, but in no event shall Indemnifying Party be liable for any Losses that result directly from a delay in providing a Claim Notice, which delay prejudices the defense of the related third-party claim. Indemnifying Party's duty to defend applies immediately, regardless of whether Indemnified Party has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any third-party claim.

(c) Indemnified Party Control of Defense. Notwithstanding anything to the contrary in this Section C.5, Indemnified Party may at its sole option and discretion, assume control of the defense, appeal, or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under Section C.5(a), and select its own legal counsel to represent its interests, and Indemnifying Party shall:

(i) reimburse Indemnified Party for its costs and attorneys' fees immediately upon request as they are incurred; and

(ii) remain responsible to Indemnified Party for any Losses indemnified under Section C.5(a).

(d) Settlement of Indemnified Claims by Indemnifying Party. Indemnifying Party shall give prompt written notice to Indemnified Party of any proposed settlement of a claim that is indemnifiable under Section C.5(a). Indemnifying Party may not, without Indemnified Party's prior written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder.

(e) The Parties expressly agree that the Indemnifying Party's obligations to the Indemnified Party in this Section C.5 shall not be limited in any way whatsoever, or to any extent, by any worker's compensation, disability, or other employee benefits statute,

to which its employees, or those of its subcontractors or sub-subcontractors, or any of Indemnifying Party's Personnel, as the case may be, are subject.

C.6 Taxation.

A municipal corporation and body corporate and politic under the laws of the State of Texas, the City of Big Spring claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

Consultant is solely responsible for the payment of all federal and state taxes arising from compensation paid to it under this Agreement.

C.7 Non-Waiver of Governmental Immunity.

(a) 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.

(b) Nothing in the 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 the 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.

C.8 Survival.

This Agreement, except those sections in part B of this Agreement, shall survive the expiration or termination of the Agreement.

C.9 Authority.

Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power, and authority to enter into this Agreement.

(b) The execution of this Agreement by the individual whose signature is set forth at the end of this Agreement on behalf of such Party, and the delivery of this Agreement by such Party, have been duly authorized by all necessary action on the part of such Party.

C.10 Severability.

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

C.11 Entire Agreement.

The Agreement, together with the Confidentiality Agreement made earlier, constitutes the sole and entire agreement of the Parties with respect to the subject matter of the Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and

warranties, both written and oral, with respect to the subject matter. To the extent this Agreement may conflict with the Confidentiality Agreement, this Agreement controls.

C.12 Understanding, Fair Construction.

By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one Party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the other Party.

C.13 Modifications of Agreement.

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

C.14 Waiver of Agreement.

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the authorized representative of the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

C.15 Assignment of Agreement.

This Agreement shall not be assigned by either Party except insofar as the Agreement may allow itself to be assigned.

C.16 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

C.17 No Joint Venture, Partnership or Vicarious Liability.

Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employer/employee or agency relationship or any other relationship of any nature to which vicarious liability may apply. 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.

C.18 No Third-party Beneficiaries.

The Agreement 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 Agreement.

C.19 Choice of Forum and Submission to Jurisdiction.

Any legal suit, action, or proceeding arising out of or based upon/relating to the Agreement or the transactions contemplated hereby or shall be exclusively filed and adjudicated in state courts sitting in Howard County, Texas. 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.

C.20 Choice of Law.

The Agreement, 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 the Agreement, or the negotiation, execution, or performance of the Agreement (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 the Agreement or as an inducement to enter into the Agreement), 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 law's 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.

C.21 Limitations set by law.

The Parties agree that for the purposes of the Agreement, any contractual statute of limitations is void. Any statute of limitations is set by law.

C.22 Notice.

Each Party shall deliver all notices, requests, consents, claims, demands, waivers, Renewal Notices, and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), 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.

To Consultant:

ATTN: Rickey Conradt
Building Science Consultants
1005 Congress Ave, Suite 925,
Austin, Texas 78701

To City:

ATTN: Todd Darden, City Manager
City of Big Spring

310 Nolan Street
Big Spring, Texas 79720

with a copy to:

ATTN: Andrew Hagen, City Attorney
City of Big Spring
310 Nolan Street
Big Spring, Texas 79720

C.23 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.

[The Remainder of this Page Intentionally Left Blank]

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CONSULTANT

**RICKEY CONRADT D/B/A BUILDING
SCIENCE CONSULTANTS**

CITY

CITY OF BIG SPRING, a Texas Municipal
Corporation

Rickey Conradt
Consultant

Todd Darden
City Manager

APPROVED AS TO FORM ONLY

Andrew W. Hagen
City Attorney



MEMORANDUM

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council
CC: Todd Darden, City Manager
From: Shane Bowles, Public Works Director
Date: Tuesday, September 9, 2025
Subject: Change Order for Striping

Action Requested: Permission to add string onto the seal coat contract to stripe major thoroughfares.

Background Information: Annual Seal Coat Project 2025

Financial Considerations:

Expenditure amount requested:	\$85,000.00
What fund/department account will this amount be drawn from?	General Fund
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	Yes
Does this commit the City to spending funds beyond the current fiscal year? Explain.	N/A

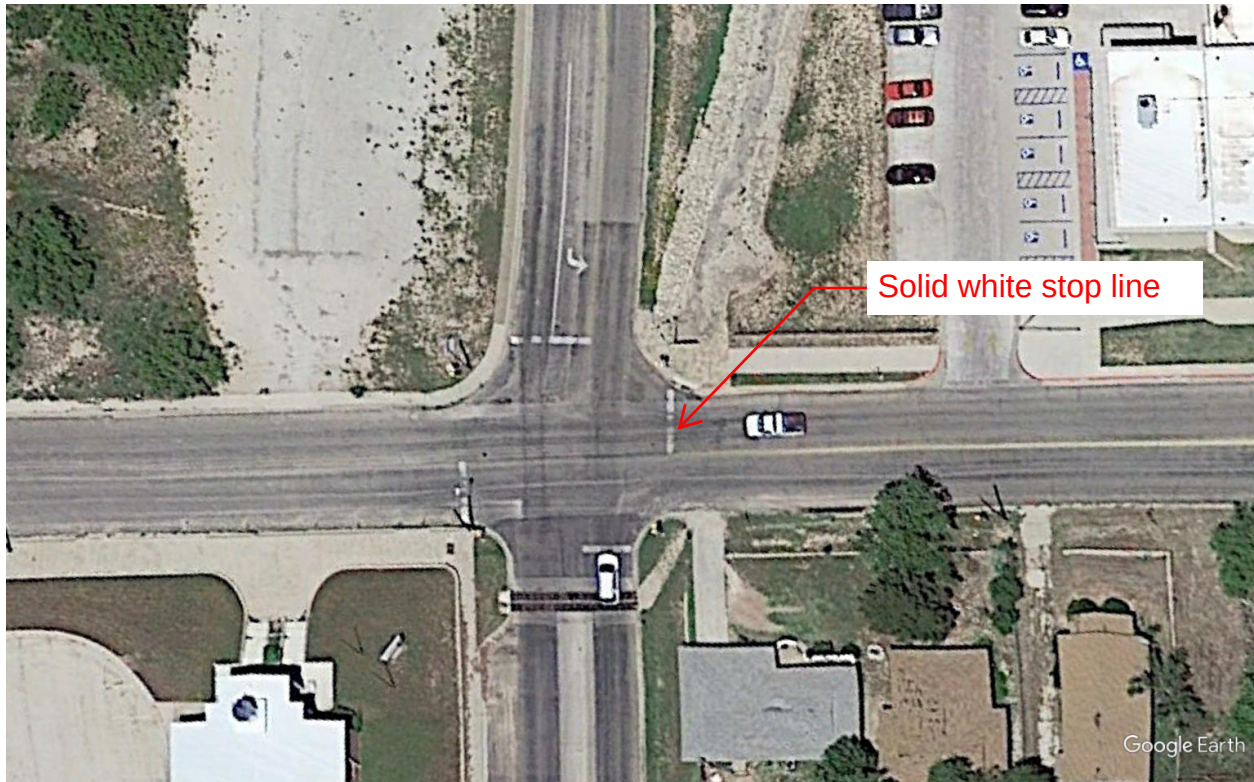
Staff recommendation: It is our recommendation to expand on the scope of the original contract by including striping on our major thoroughfares.

**Big Spring, Texas
2023 Striping Scope of Work**

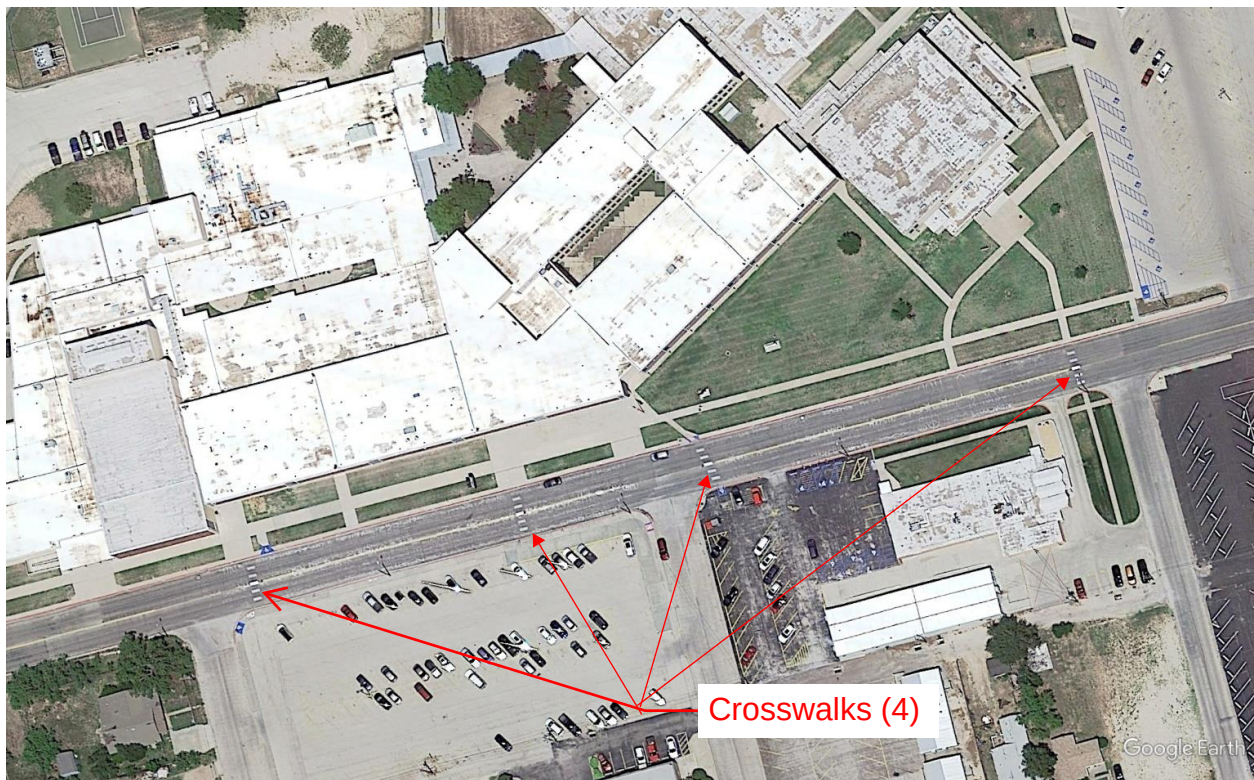
1. E. 11th Place from Goliad to Birdwell
 - a. Two lane street with double yellow center stripe (see attached spreadsheet for length)
 - b. Thick solid white stop line at E. 11th and Goliad intersection (see Aerial Image 1)
 - c. Four crosswalks in front of school (see Aerial Image 2)
 - d. Crosswalk at intersection of E. 11th and Birdwell (see Aerial Image 3)
2. Airbase Road from Hwy 80 to Warehouse
 - a. Two lane street with double yellow center stripe (see attached spreadsheet for length)
 - b. Crosswalk south of W. 13th Street (see Aerial Image 4)
 - c. Divided road from W. 16th to Webb
 - d. Arrows at Airbase and W. 16th (see Aerial Image 5)
3. Baylor Boulevard from Business 20 to E. 11th Pl
 - a. Two lane street with double yellow center stripe (see attached spreadsheet for length)
 - b. Crosswalk at intersection of Baylor and Kentucky (see Aerial Image 6)
4. Birdwell Lane from 25th Street to 3rd Street
 - a. Segment 1 from 25th to FM 700
 - i. Four lane street with double yellow center stripe and single dashed white stripe lane dividers (see attached spreadsheet for lengths)
 - ii. Single white turn lane line and turn arrow at 25th Street (see Aerial Image 7)
 - iii. Thick solid white stop line at north and south side of intersection of Birdwell with FM 700 and saw tooth white striping (see Aerial Image 8)
 - iv. Crosswalks at Washington and E. 11th Pl (see Aerial Image 9)
 - v. Crosswalk at Kentucky Way (see Aerial Image 10)
 - b. Segment 2 from Yale Ave to 4th St
 - i. Four lane street with center turn lane (single yellow and dashed yellow lines on each side of turn lane) and single dashed white stripe lane dividers (see attached spreadsheet for lengths)
 - ii. Thick Solid white stop line at 4th Street (see Aerial Image 11)
 - c. Segment 3 from 4th St to 3rd St
 - i. Four lane street with concrete divider and single dashed white stripe lane dividers (see attached spreadsheet for lengths)
 - ii. Thick solid white stop lines at 4th Street and 3rd Street and solid white turn lane lines at 4th Street and 3rd Street (see Aerial Image 11)
5. Goliad from 1st Street to Highland
 - a. Segment 1 from 1st Street to 13th Street
 - i. Two lane street with double yellow center stripe (see attached spreadsheet for length)
 - ii. **No existing striping from 4th St to 10th St due to recent seal coat**
 - iii. Thick solid white stop lines (north and south of intersection), solid white turn lane line and turn arrow at Goliad and E.11th Pl (see Aerial Image 12)
 - b. Segment 2 from 13th Street to Highland
 - i. Four lane street with double yellow center stripe and single dashed white stripe lane dividers (see attached spreadsheet for lengths)
 - ii. Solid white turn lane line and turn arrow at 13th and Goliad (see Aerial Image 13)
 - iii. Thick solid white stop lines on both sides of 15th (see Aerial Image 14)
 - iv. Thick solid white stop lines on both sides of 18th (see Aerial Image 15)
 - v. Two crosswalks at school between 19th and 20th (see Aerial Image 16)
 - vi. At FM 700 intersection (see Aerial Image 17):

1. Thick solid white stop lines (both sides of FM 700)
2. Solid white turn lane line (both sides of FM 700)
3. Turn arrows (both sides of FM 700)
4. Sawtooth stop line (both sides of FM 700)
6. Kentucky Way from Birdwell to Baylor
 - a. Two lane street with double yellow center stripe (see attached spreadsheet for length)
 - b. Crosswalk at Kentucky and Birdwell (see Aerial Image 18)
 - c. Crosswalk at Kentucky and Baylor (see Aerial Image 19)
7. Lancaster Street from 1st to Ryon
 - a. Two lane street with double yellow center stripe (see attached spreadsheet for length)
 - b. No existing striping due to recent seal coat**
 - c. Crosswalks at 18th and Edwards
8. MLK from FM 700 to Scurry
 - a. Segment 1 from FM 700 to S. Abrams
 - i. Four lane street with double yellow center stripe and single dashed white stripe lane dividers (see attached spreadsheet for lengths)
 - b. Segment 2 from S. Abrams to Scurry
 - i. Two lane street with double yellow center stripe (see attached spreadsheet for length)
 - ii. Thick solid white top line, solid white turn lane line and turn arrows on both sides of Hwy 87
9. Randolph from Simler to Albrook
 - a. Two lane street with double yellow center stripe (see attached spreadsheet for length)
 - b. No existing striping due to recent seal coat**
 - c. I do not think the city wants to redo the yellow cross striping shown in Aerial Image 21
10. Simler from Randolph to Armstrong
 - a. Two lane street with double yellow center stripe (see attached spreadsheet for length)
 - b. No existing striping due to recent seal coat**
11. Wasson Road from Randolph to FM 700
 - a. Segment 1 from Randolph to Belvedere
 - i. Four lane street with double yellow center stripe and single dashed white stripe lane dividers (see attached spreadsheet for lengths)
 - ii. Solid white striping at intersection with Randolph (see Aerial Image 22)
 - iii. Solid white school zone line (see Aerial Image 22)
 - iv. Crosswalk at school (see Aerial Image 22)
 - v. Solid white caution lines both sides of fire station (see Aerial Image 23)
 - b. Segment 2 from Belvedere to FM 700
 - i. Four lane street with center turn lane (single yellow and dashed yellow lines on each side of turn lane) and single dashed white stripe lane dividers (see attached spreadsheet for lengths)
12. Westover from Lancaster to FM 700
 - a. Two lane street with double yellow center stripe (see attached spreadsheet for length)
 - b. No existing striping due to recent seal coat**

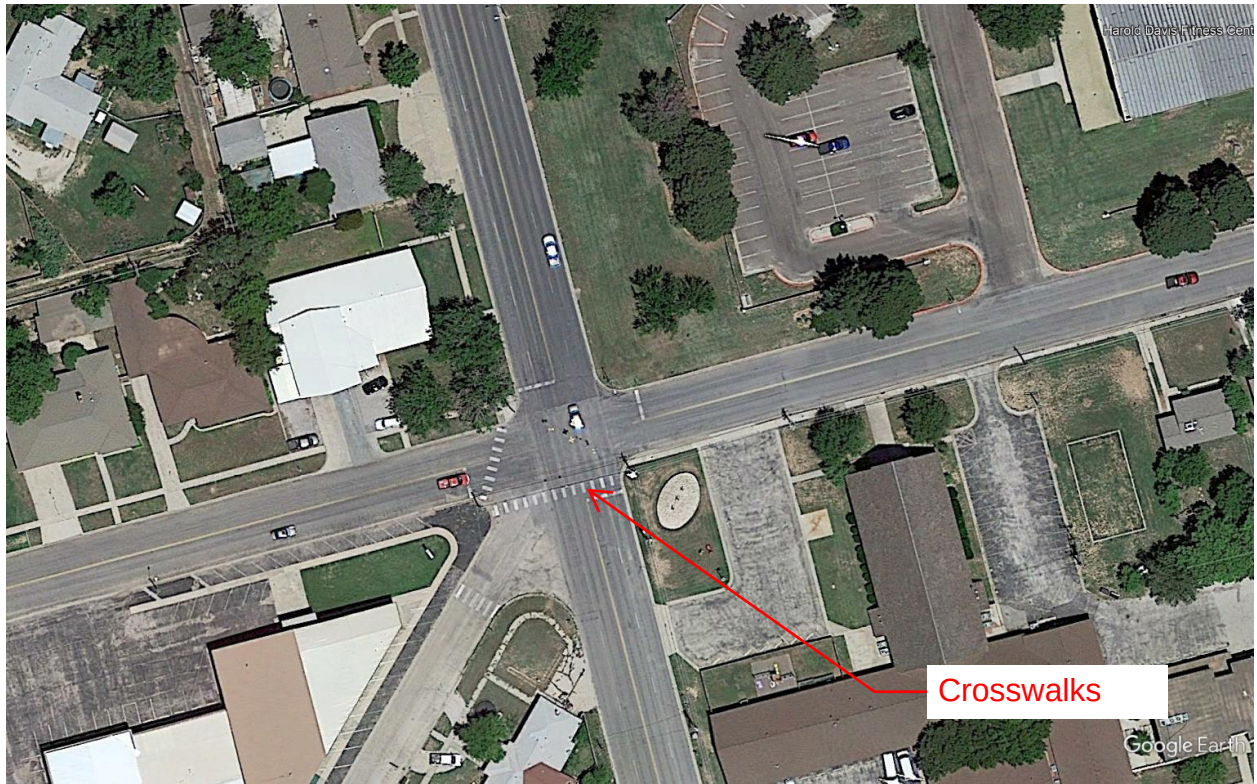
Aerial Image 1



Aerial Image 2



Aerial Image 3



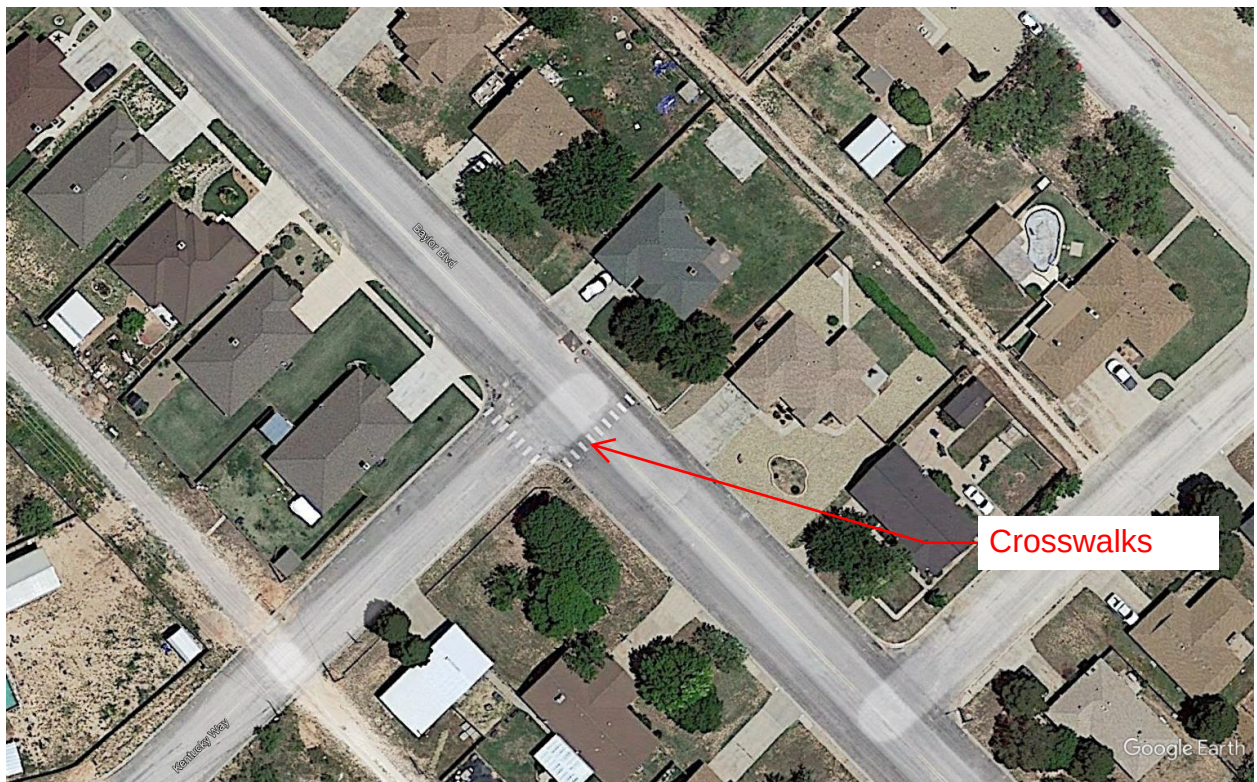
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Aerial Image 5



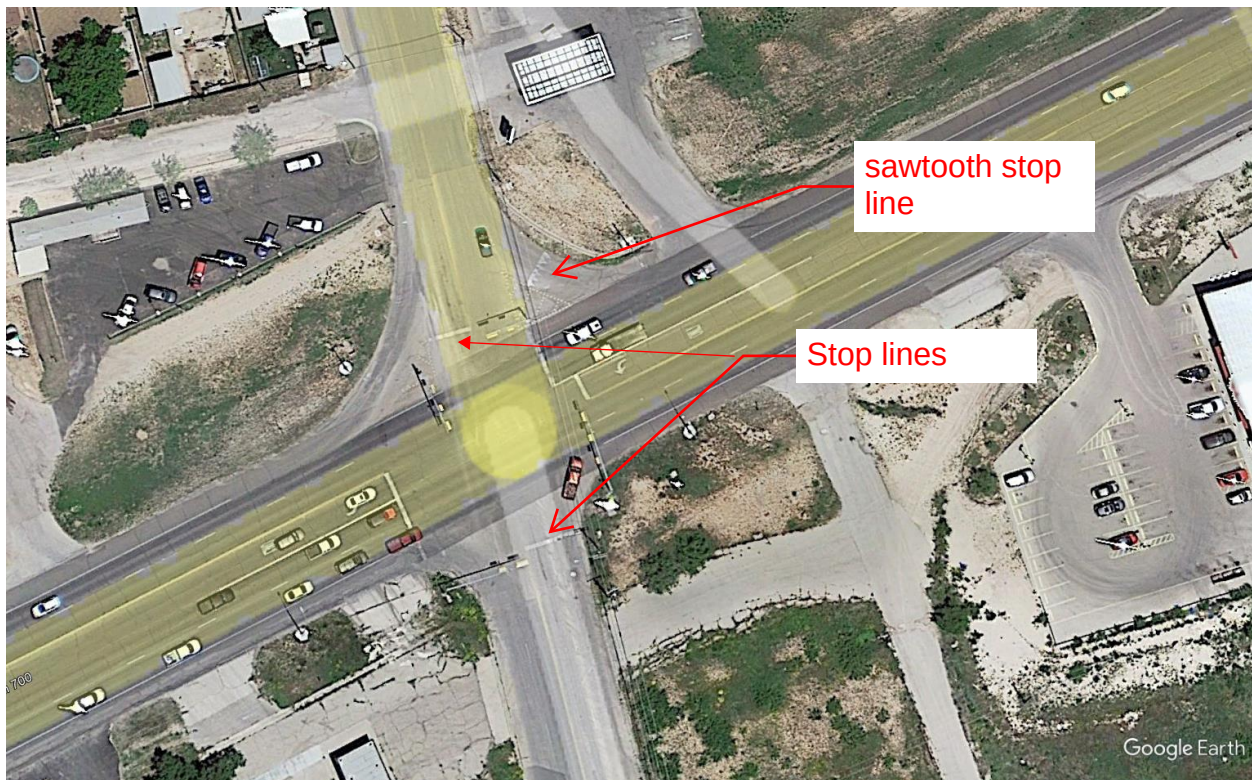
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Aerial Image 7



Aerial Image 8



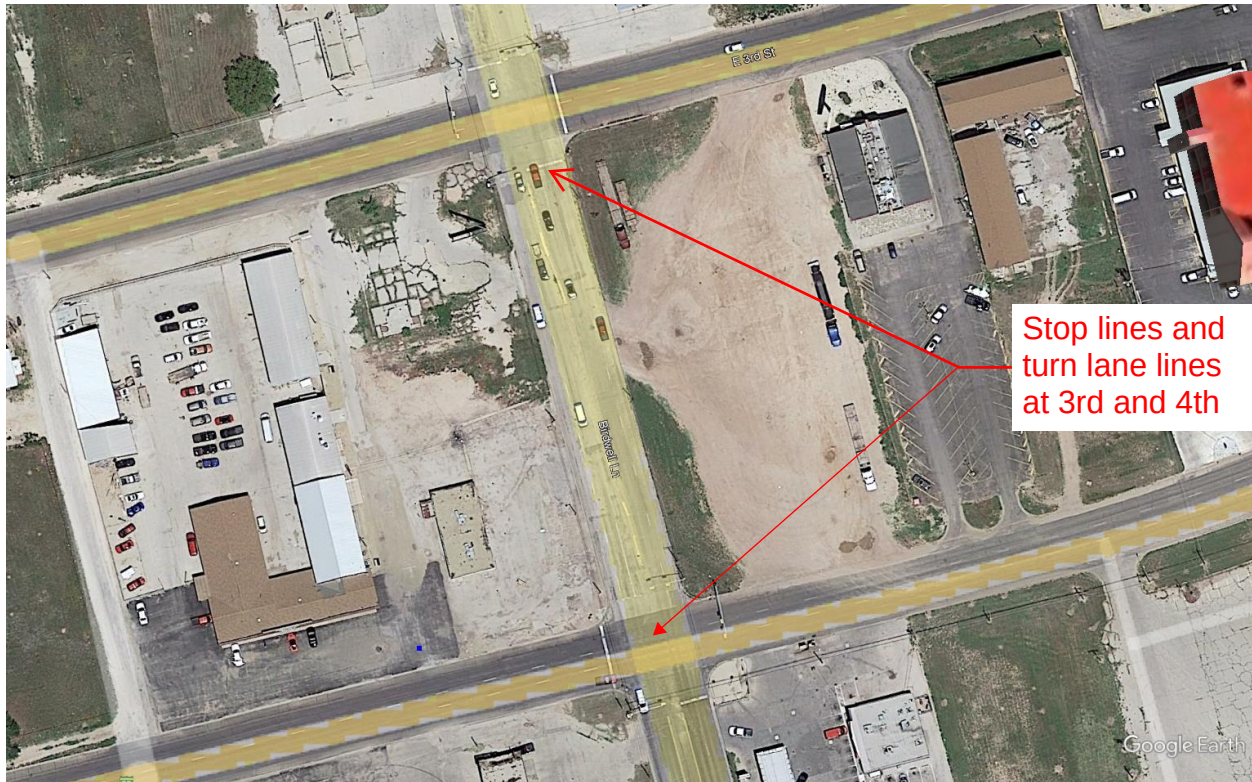
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Aerial Image 10



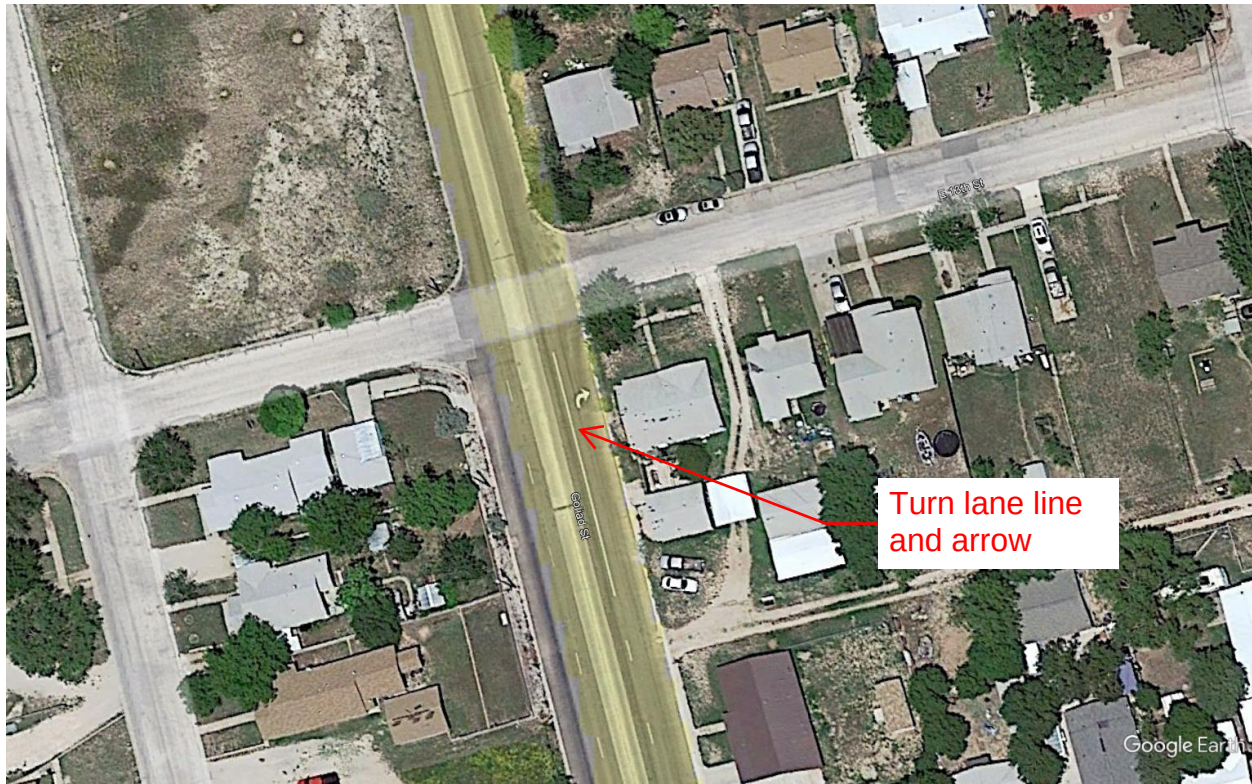
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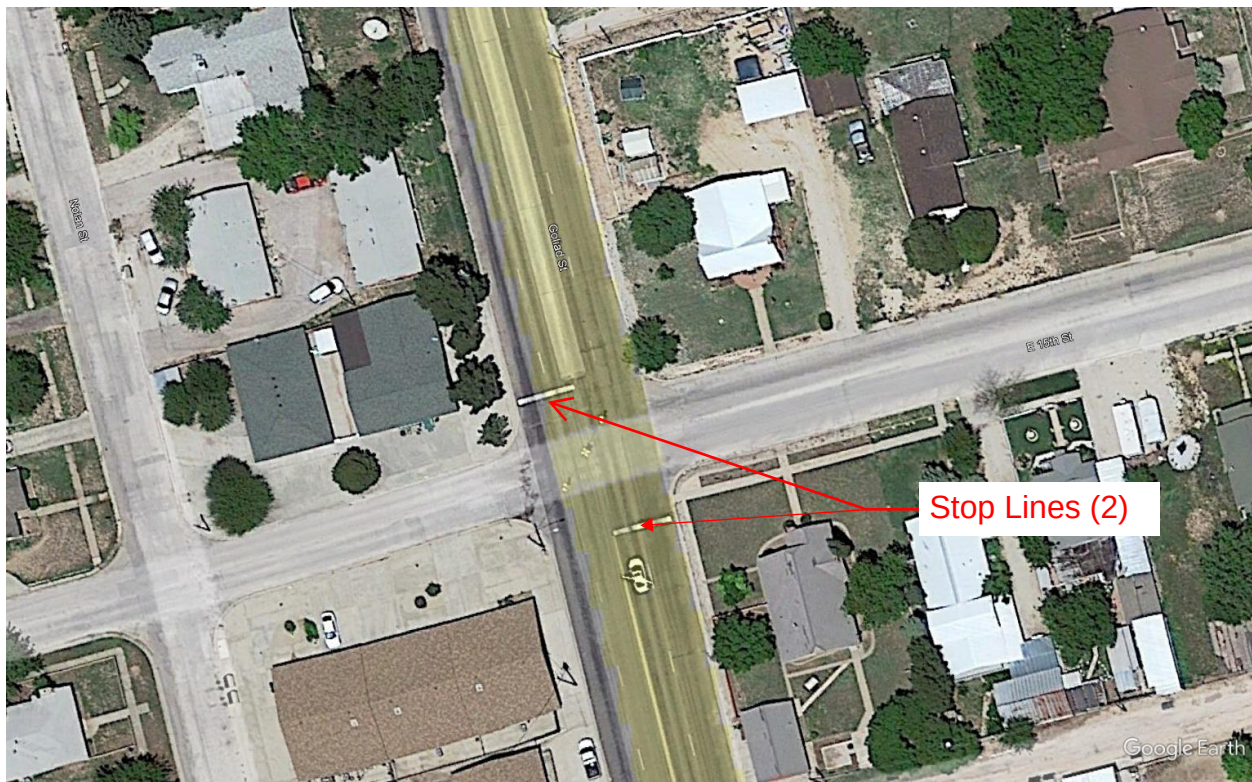
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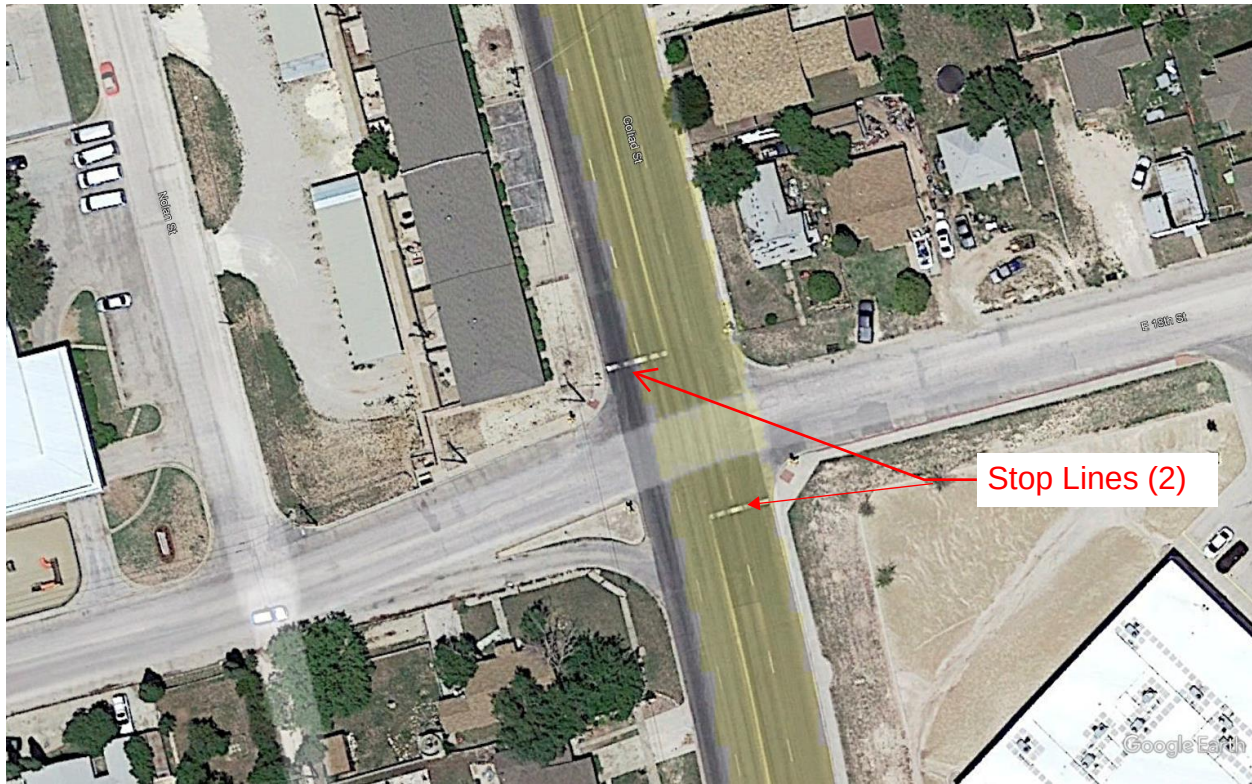
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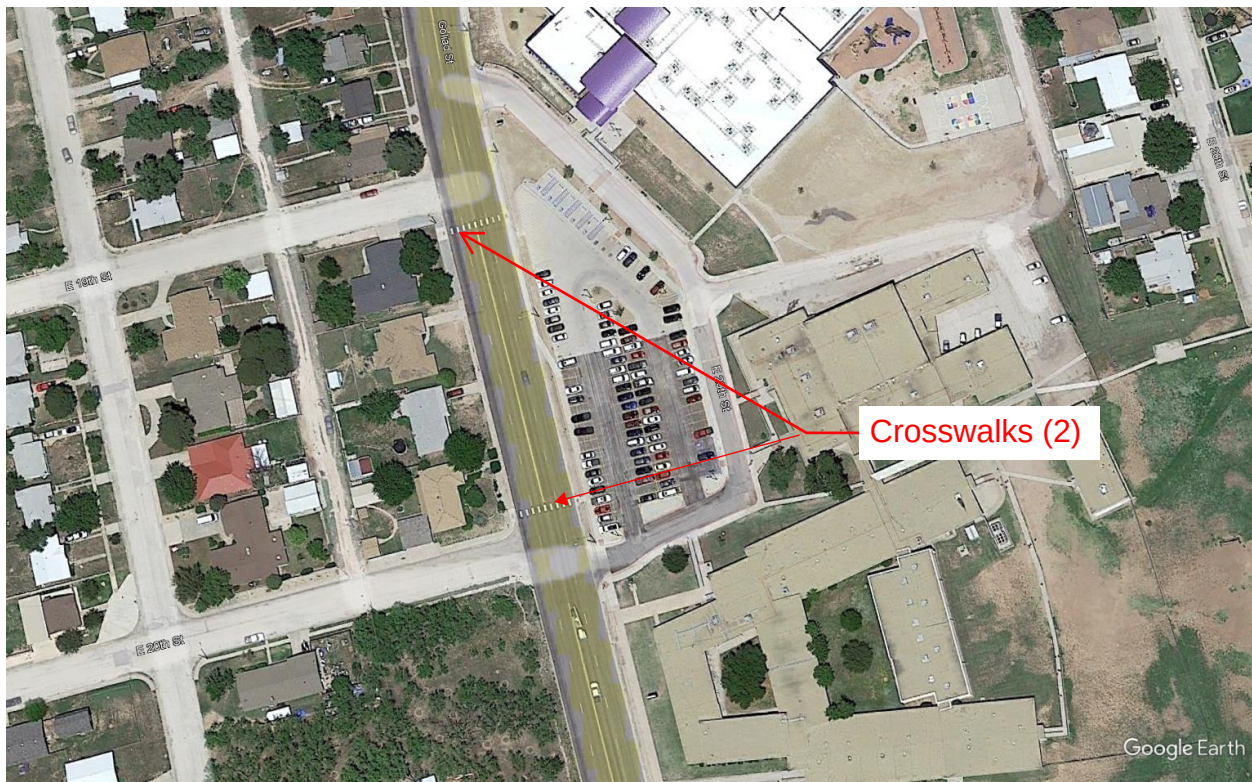
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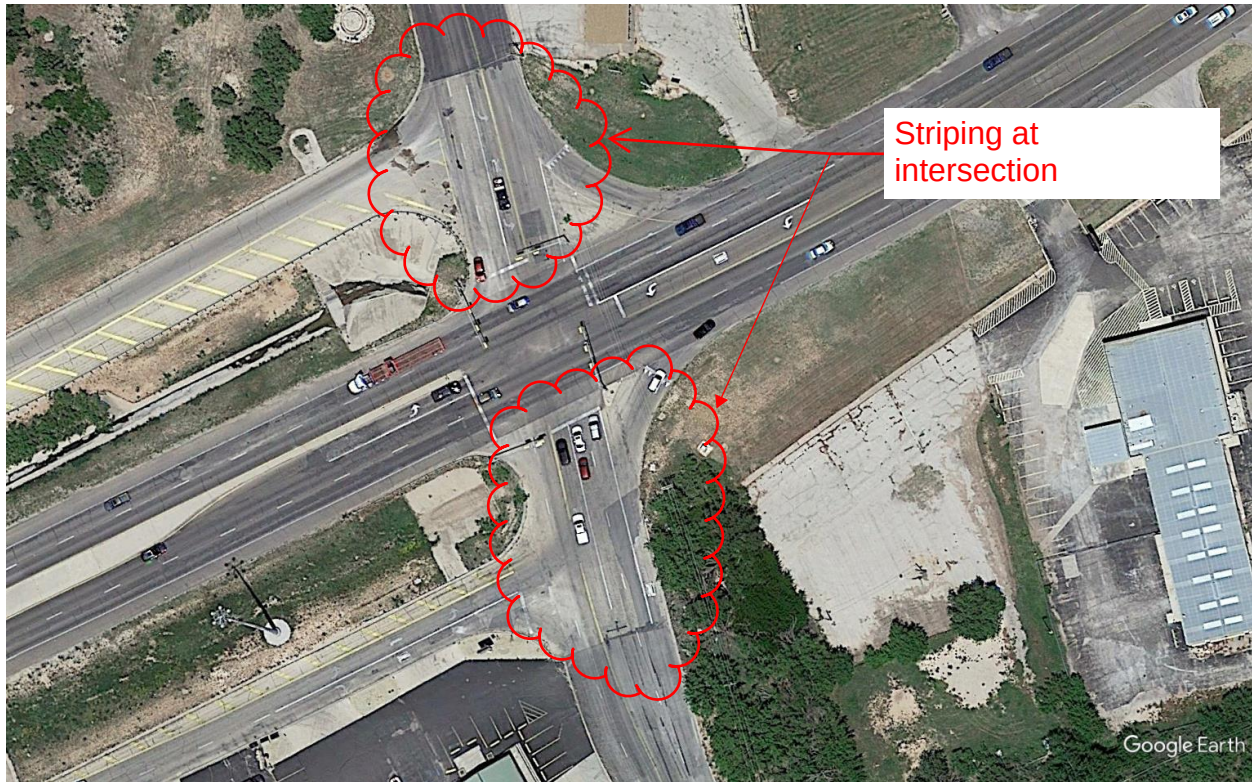
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Aerial Image 16



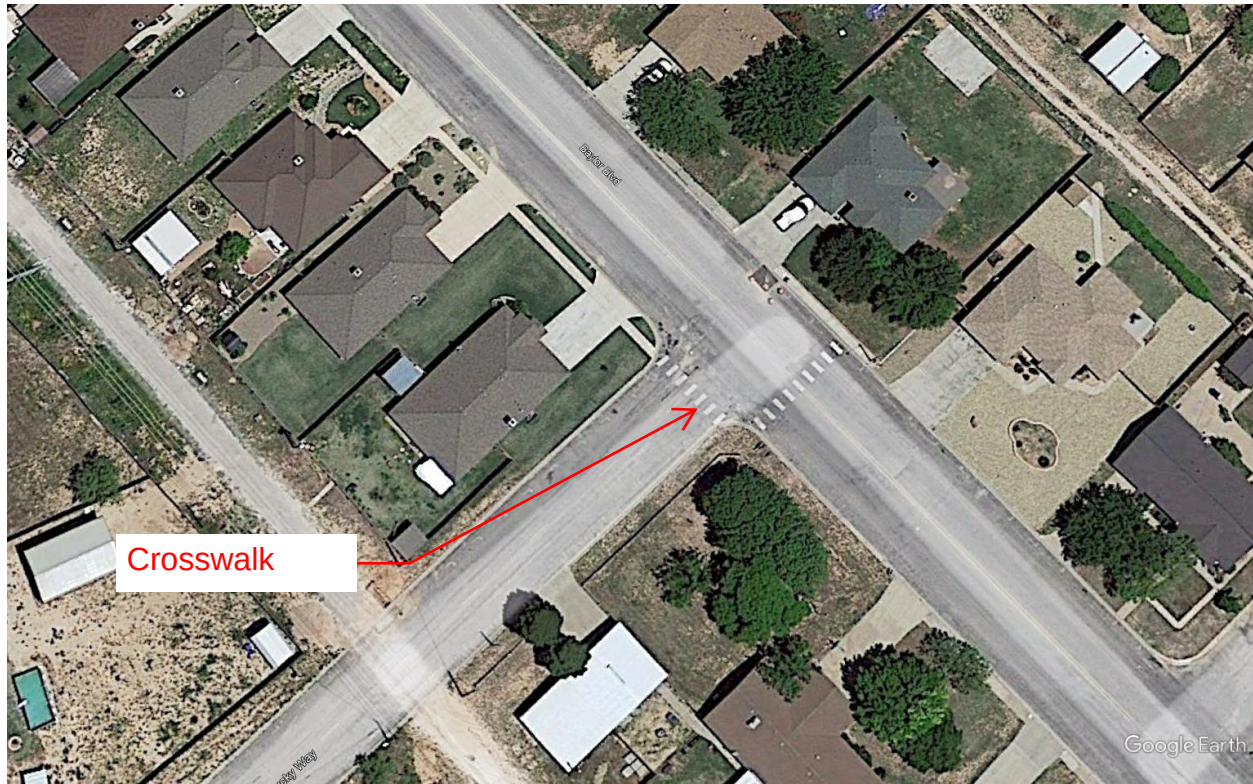
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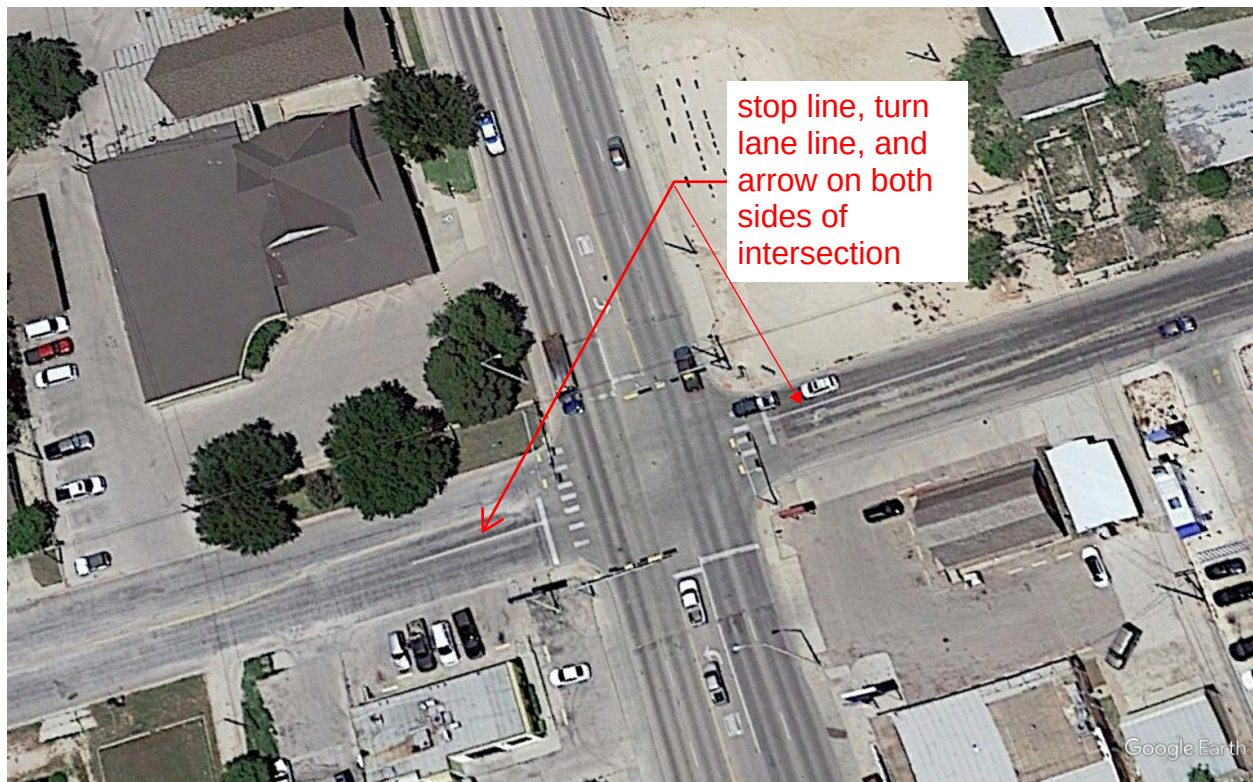
Aerial Image 18



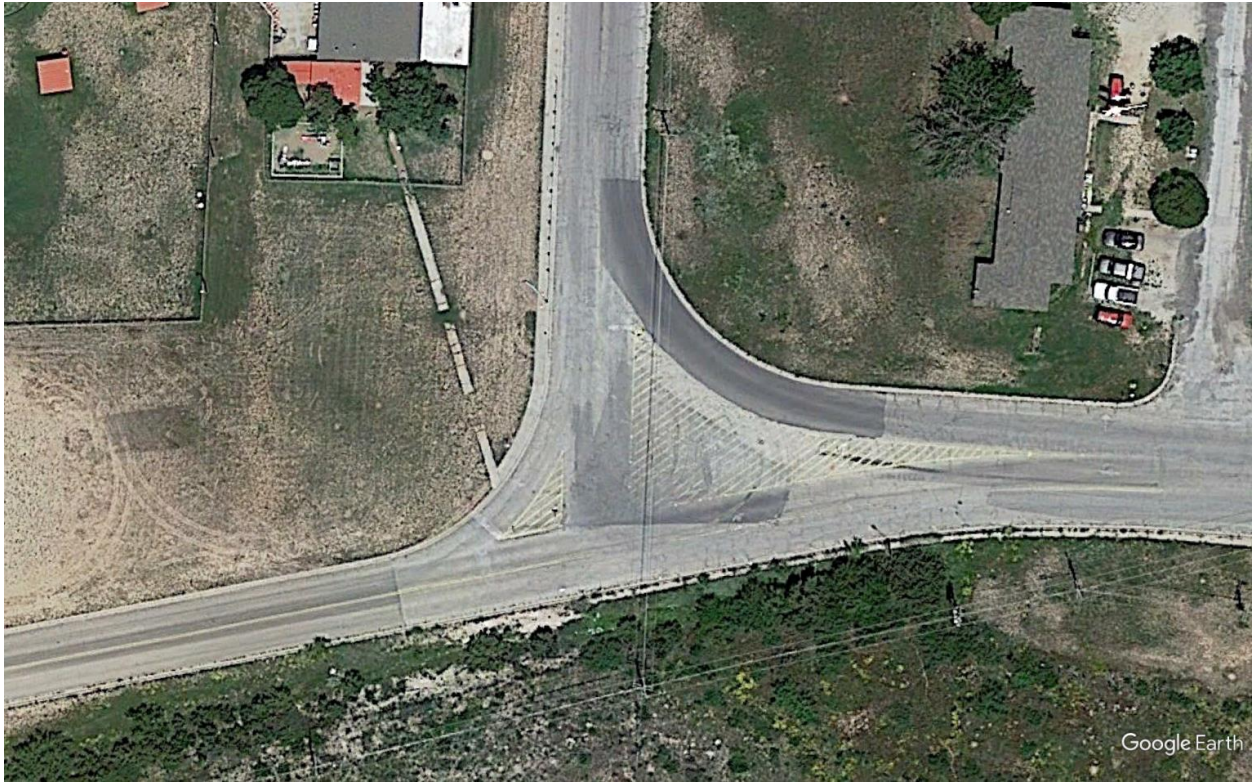
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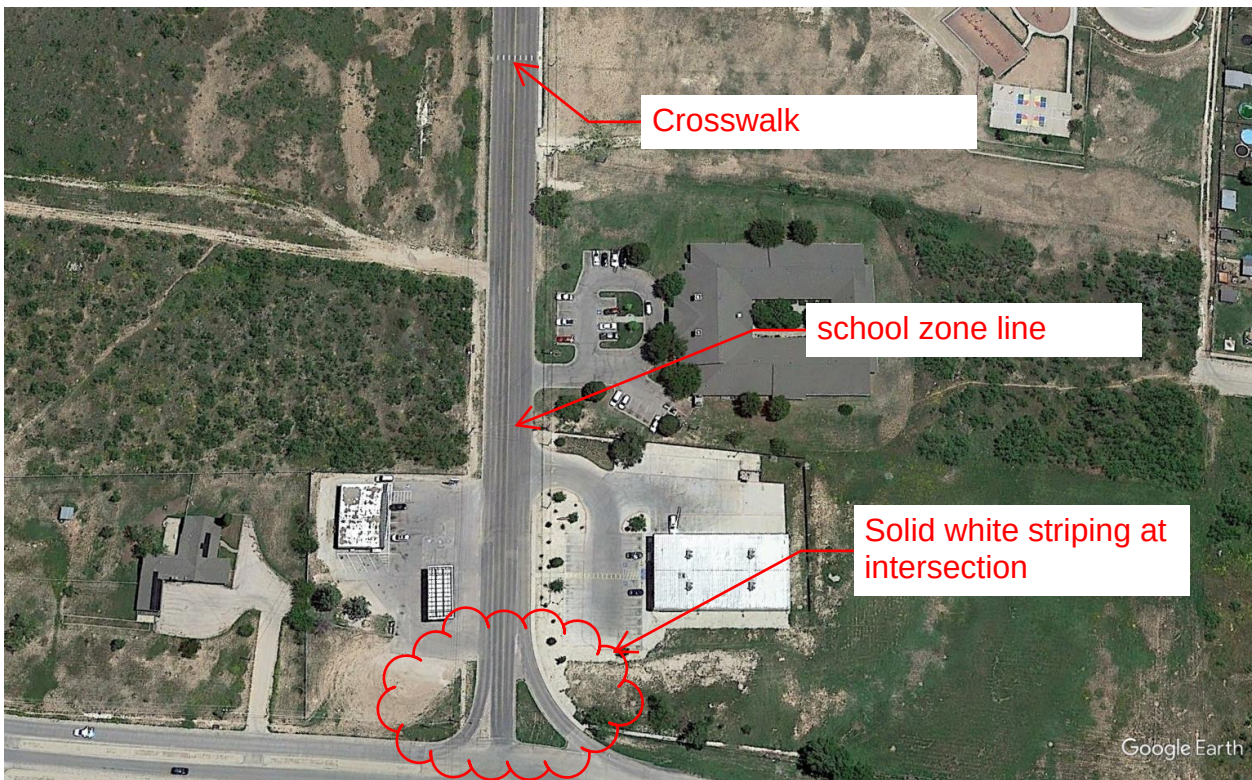
Aerial Image 20



Aerial Image 21



Aerial Image 22



Aerial Image 23

