CITY COUNCIL REGULAR AGENDA

Monday, November 17, 2025

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Monday, November 17, 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.

4. **Public Comment** — Moore

Announcements, Presentations and Public Hearings

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

5.	**Open Public Hearings**		Moore
6.	PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 509 JOHNSON, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LOT 8, BLOCK 34, ORIGINAL TOWN SUBDIVISION, BIG SPRING, HOWARD COUNTY, TEXAS – OWNER: THE ESTATE OF YVONNE KAY GAITHER QUALLS	6-58	Bowles
7.	**Close Public Hearings**		Moore

City Manager's Report

8. City Manager's report on the following items: — Darden

- Large Item Pickup, District 5, Nov. 19th
- City Holidays - Thanksgiving Nov. 27th & 28th
- Update - E-Waste on Nov. 8th
- Update - October was Fire Prevention Month

Consent Items

9.	Approval of the City Council Minutes of the Regular Meeting of October 28, 2025	59-66	Davis
10.	Final Reading of a Resolution Casting Vote(s) to Elect Directors for the Howard Central Appraisal District for the Years 2026 and 2027; and Directing the City Secretary to Submit the Official Ballot to the Chief Appraiser of the Howard Central Appraisal District Before December 15, 2025; Finding and Determining that the Meetings at Which the Resolution was Discussed were Open to the Public as Required by Law; and Providing an Effective Date	67-70	Darden
11.	Final Reading of an Ordinance Pursuant to Chapter 311 of the Texas Tax Code, Creating Tax Increment Refinancing Zone Number One, City of Big Spring, Texas; 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	71-94	Darden

Public as Required by Law; and Providing an Effective Date.

Vouchers

12.	Vouchers for 10/24/25 $ 428,259.39 Vouchers for 10/31/25 $ 475,047.09			Wilkerson
13.	Vouchers for 11/07/25 $ 644,994.51			Blackburn

Bids

14.	Consideration and Possible Action to Award a Bid for Professional Consulting Services with Asbestos and Environmental Consulting LLC for the Bidding and Construction Phases of a Proposed Demolition Project For Buildings 1115, 1107, Pump Station and Water Tank at McMahon-Wrinkle Airport and Authorizing the City Manager or His Designee to Execute any Necessary Documents	95-97	Feeley
15.	Consideration and Possible Action to Award a Bid for a PPE Laundry Facility at Fire Station 1 and Authorizing the City Manager or His Designee to Execute any Necessary Documents	98	Holt
16.	Consideration and Possible Action to Award a Bid for a Loader and Attachments for the Landfill and Authorizing the City Manager or His Designee to Execute any Necessary Documents	99-102	Medina
17.	Consideration and Possible Action to Award a Loader for the Street Department and Authorizing the City Manager or His Designee to Execute any Necessary Documents	103-106	Medina
18.	Consideration and Possible Action to Award Group Long-Term Disability and the Voluntary Life Insurance and Authorizing the City Manager or His Designee to Execute any Necessary Documents	107-112	Medina
19.	Consideration and Possible Action to Award and Renew the 2026 Stop Loss Plan with ISU/Companion Life and Authorizing the City Manager or His Designee to Execute any Necessary Documents	113-122	Medina
20.	Consideration and Possible Action to Award the Food and Beverage Services at the Comanche Trail Municipal Golf Course Bid Request (RFP 25-026) to Agapito Cerda, Inc. and Authorize the City Manager or His Designee to Negotiate a Food/Beverage Services Agreement and Execute any	123-140	Bowles

Necessary Documents

New Business

21.	First Reading of a Resolution Establishing Texas Class as an Authorized Investment and Authorizing the Mayor to Execute an Application for Participation in Texas Class; and Declaring an Effective Date.	141-195	Smith
22.	First Reading of a Resolution Canvassing the Returns and Declaring the Results of the Special Election Held on the 4th Day of November, 2025, in the City of Big Spring, Texas; Finding and Determining that the Meeting at Which this Resolution was Discussed was Open to the Public as Required by Law; and Providing an Effective Date	196-197	Moore
23.	First Reading of a Resolution Authorizing the Fire Chief to Execute Education Agreements with Firefighters and Emergency Medical Technician Recruits; Requiring Reimbursement for Tuition, Fees and Costs if Their Employment Terminates within One Year of Completion of Training; 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	198-206	Holt
24.	First Reading of an Ordinance Amending Ordinance Number 024-2025 Which Adopted the Annual budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2025 and Ending September 30, 2026 By Increasing the General Fund Budget to authorize the Expenditure of Funds for the Purchase of a Fishing Dock and the Installation at Comanche Trail Lake; Providing for Severability; and Providing an Effective Date	207-208	Himes
25.	First Reading of an Ordinance Amending Ordinance Number 024-2025 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2025 and Ending September 30, 2026 by Increasing the General Fund Budget for the Purpose of Appropriation of Funds for the Collective Bargaining Election; Providing for Severability; and Providing an Effective Date.	209-212	Smith
26.	Consideration and Possible Action to Accept the Following Donations to the Fire Department:	213-214	Holt

- Occidental Petroleum Corporation (OXY)
- Atmos Energy

27.	Consideration and Possible Action Regarding the Abatement Liens at 1309 Grafa and Authorizing the Mayor or His Designee to Sign any Necessary Documents.	215-224	Smith
28.	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 Monday, November 10, 2025 at 5:00 p.m.** in accordance with Title 5, Texas Government Code and Chapter 551.

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

Tami L. Davis, City Secretary

THE MEETING FACILITY IS ACCESSIBLE TO DISABLED PERSONS. ANY DISABLED PERSON NEEDING SPECIAL ACCOMMODATION OR A HEARING IMPAIRED PERSON WISHING TO HAVE AN INTERPRETER SHOULD REQUEST SERVICES AT LEAST 48 HOURS PRIOR TO THE SCHEDULED MEETING BY CONTACTINGTAMI DAVIS AT 432-264-2513 OR EMAIL: TDAVIS@MYBIGSPRING.COM.

509 JOHNSON

Code Enforcement Officer: Jacob Leos

Exhibit A-1

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF JACOB LEOS
CONCERNING 509 JOHNSON

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 **509 JOHNSON**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 10th day of November, 2025.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 10th day of November, 2025 by the above referenced Affiant.

STEPHANIE KEMUNTO ARITA
Notary ID #135144341
My Commission Expires
October 28, 2028

Stephanie Kemunto Arita
Notary Public, State of Texas

Exhibit A-2

Howard Property Search

Property Details

Account		
Property ID:	284736	**Geographic ID:** B4830030600
Type:	R	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	509 JOHNSON	
Map ID:		**Mapsco:**
Legal Description:	LT 8 BK 34 ORIGINAL TOWN 50X140 0745 0.161 ACRES	
Abstract/Subdivision:		
Neighborhood:	(OGTN) ORIGINAL TOWN	
Owner		
Owner ID:	20123	
Name:	PAYNE YVONNE KAY	
Agent:		
Mailing Address:	509 JOHNSON BIG SPRING , TX 79720	
% Ownership:	100.0%	
Exemptions:	HS - For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$16,238 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$5,260 (+)
Land Non-Homesite Value:	$0 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$21,498 (=)

Agricultural Value Loss:	$0 (-)
Appraised Value:	$21,498 (=)
HS Cap Loss:	$5,525 (-)
Circuit Breaker:	$0 (-)
Assessed Value:	$15,973
Ag Use Value:	$0

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

Property Taxing Jurisdiction

Owner: PAYNE YVONNE KAY **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.221030	$21,498	$10,973	$24.25	
02B	CITY OF BIG SPRING	0.671465	$21,498	$10,973	$73.68	
03B	BIG SPRING ISD	0.728300	$21,498	$0	$0.00	
052	HOWARD COLLEGE	0.158693	$21,498	$10,973	$17.41	

Total Tax Rate: 1.779488

Estimated Taxes With Exemptions: $115.34

Estimated Taxes Without Exemptions: $382.56

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
509 JOHNSON CASE NOTES

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

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

Making this record was a regular practice of that activity.

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

SIGNED on the 10th day of November, 2025.

_____
AFFIANT

SWORN TO AND SUBSCRIBED before me this 10th day of November, 2025 by the above referenced Affiant.

Stephanie Kemunto Arita
Notary Public, State of Texas

STEPHANIE KEMUNTO ARITA
Notary ID #135144341
My Commission Expires
October 28, 2028

Exhibit A-3

CASE NOTES

Report Run On: Monday, 10 November 2025 15:03

Case # 25-00000081 **Parcel # :** 284736

Site Address: 509 JOHNSON

Case Description: SUBSTANDARD

Note Type	Note Code	Text	Created By	Begin Date	End Date
STAFF REPORT		MR ELVIS PAYNE WHO STATED HE WAS ONE OF THE 6 CHILDREN WHO IS RESPONSIBLE FOR THE PROPERTY CAME INTO MY OFFICE AND VISITED WITH ME STATED THAT HE WAS UNDER THE IMPRESSION THAT HIS TWO BROTHERS WHO ARE LOCAL WERE TAKING CARE OF THE PROPERTY AND WHEN HE CAME IN TO TOWN AND SAW THE STATE OF THE PROPERTY HE IS FOR THE ABATEMENT OF THE PROPERTY, HE STATED THAT HE HAS BEEN KEEPING THE TAXES PAID AND WOULD LIKE TO SE THE PROPERTY BE CLEANED OR SELL IT IF THAT WAS POSSIBLE HE STATED THAT HIS BROTHER TERRY HOLDS THE TITLE AND HE IS TRYING TO GET HIM TO WORK WITH HIM ON POSSIBLY SELLING THE PROPERTY I ADVISED THAT I WOULD NOTE THE ACCOUNT AND ADVISE COUNCIL THAT HE PLANS TO ATTEND THE MEETING SET FOR 10.28.2025 HE GAVE ME HIS PHONE NUMBER [redacted] AND A MAILING ADDRESS [redacted] I ADVISED I WOULD UPDATE THE INFO TO MAKE SURE HE GETS ANY FURTHER MAILING	Shannon Fant	10/28/25	
SITE VISIT		postings for October 28, 2025 abatement hearing	Malissa Garcia	10/17/25	
GENERAL		DOCKET	Malissa Garcia	03/05/25	
STAFF REPORT		NO RESPONSE FROM PROPERTY OWNER I AM SENDING TO LEGAL	Shannon Fant	03/04/25	
SITE VISIT		REINSPECTED THE PROPERTY AND FOUND THE STRUCTURE NOT TO BE MAINTAINED AND I TOOK PICTURES IHAVE NOT HEARD FROM THE PROPERTY OWNER I WILL PROCEED WITH THE CASE	Shannon Fant	03/03/25	
CORRECTIVE ACTION		DEADLINE FOR COMPLIANCE IS SEVEN DAYS FROM THE DATE OF MAILING 1.27.2025	Shannon Fant	01/27/25	
SITE VISIT		INSPECTED THE PROPERTY FOUND IT NOT TO BE MAINTAINED AND FRONT WINDOW ON HOUSE IS BUSTED OUT THERE IS A REAR STRUCTURE THAT SHOWS WEATHER DAMAGE AND STRUCTURE DAMAGE THAT IS NOT SAFE TOOK PICTURES WILL MAIL NOV TO THE PROPERTY OWNER	Shannon Fant	01/23/25	

STATE OF TEXAS §
§
COUNTY OF HOWARD §

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 February 21, 2025, and March 3, 2025, and November 5, 2025, I inspected the property described as:

> LOT 8, BLOCK 34, ORIGINAL TOWN SUBDIVISION Big Spring, Howard County, Texas, also known as **509 JOHNSON**, Big Spring, Texas.

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

SIGNED on the 10th day of November, 2025.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 10th day of November, 2025 by the above referenced Affiant.

Stephanie Kemunto Arita
Notary Public, State of Texas

STEPHANIE KEMUNTO ARITA
Notary ID #135144341
My Commission Expires
October 28, 2028

Exhibit A-4

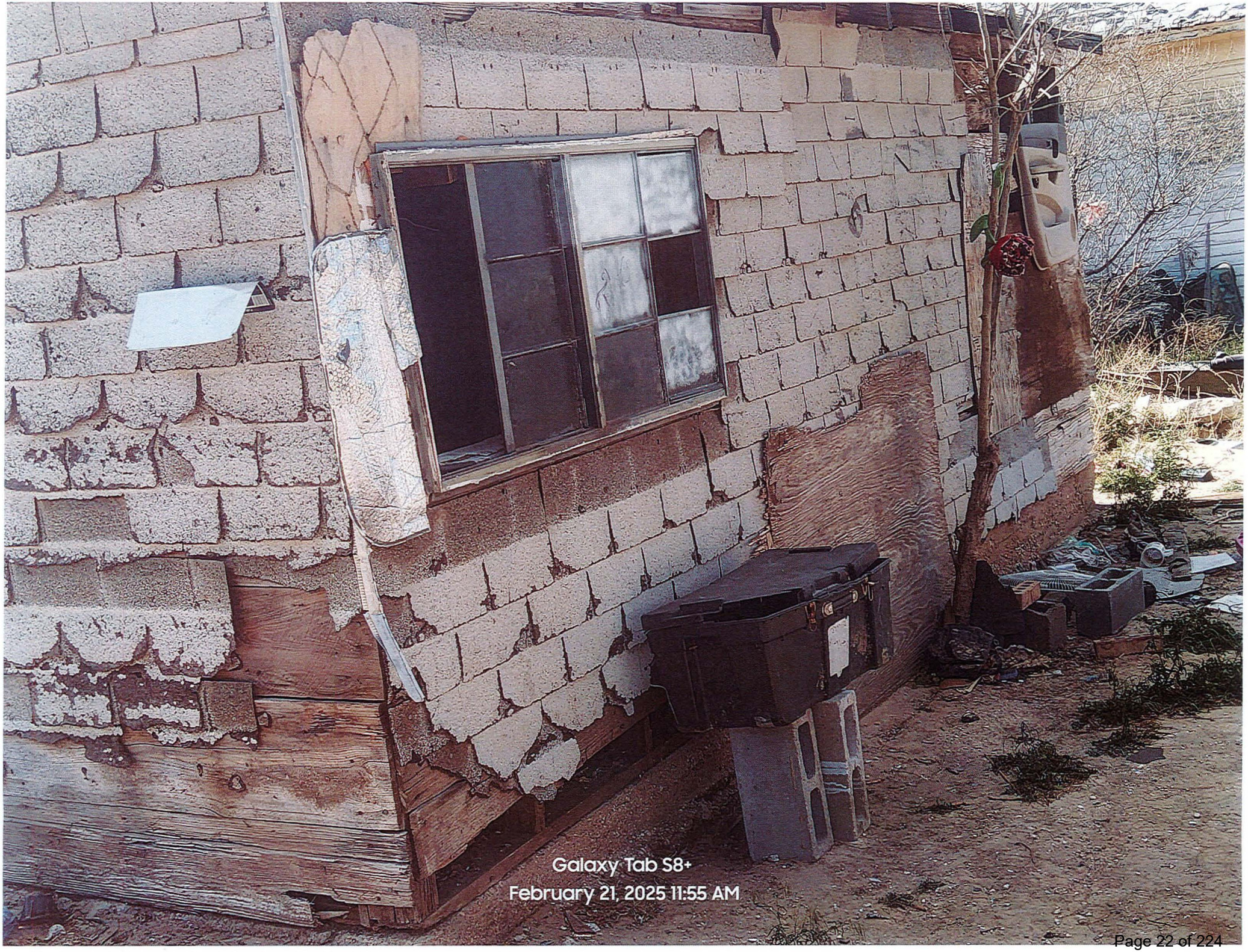
Galaxy Tab S8+
February 21, 2025 11:55 AM

Galaxy Tab S8+
February 21, 2025 11:55 AM

Galaxy Tab S8+
February 21, 2025 11:55 AM

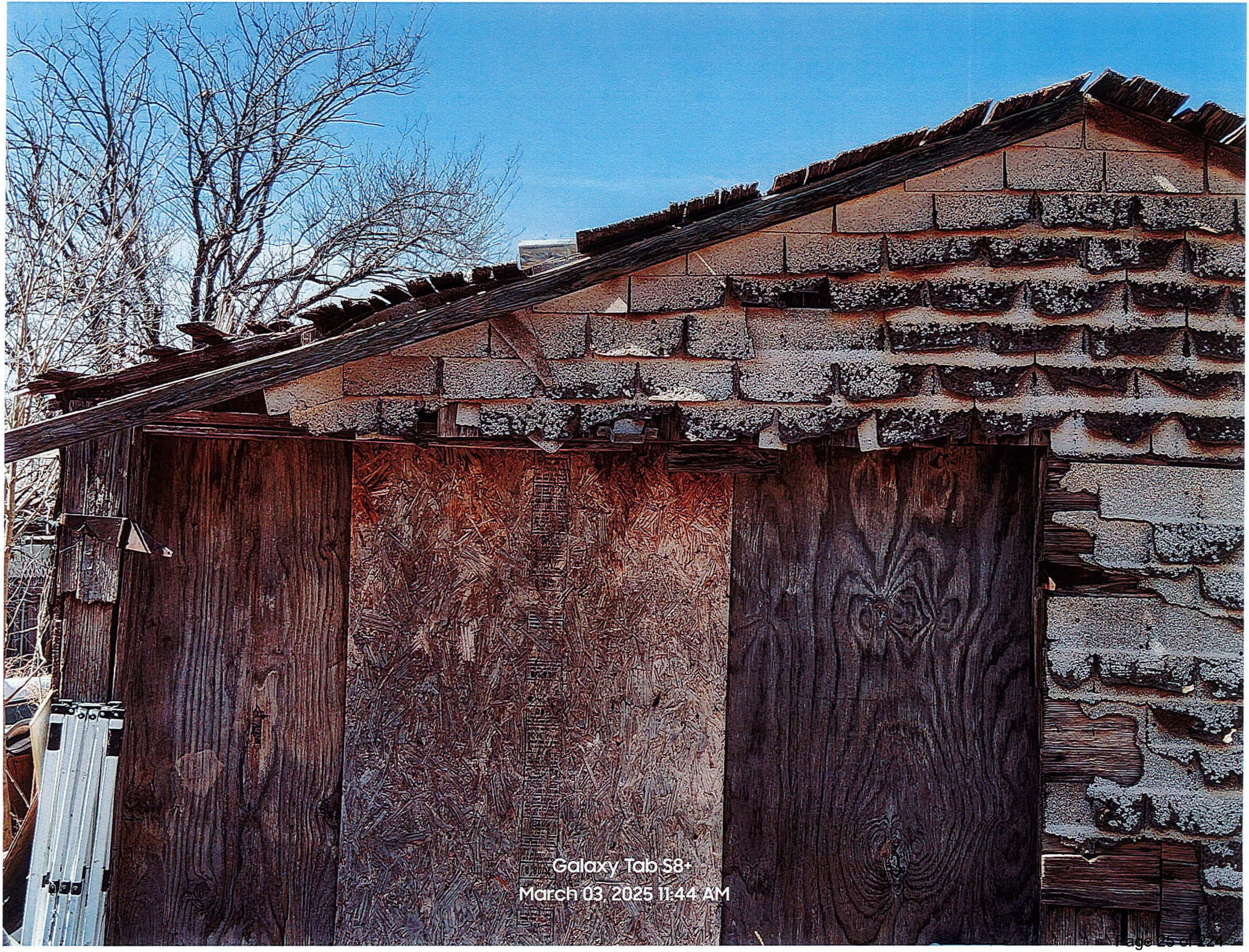
Galaxy Tab S8+
February 21, 2025 11:55 AM

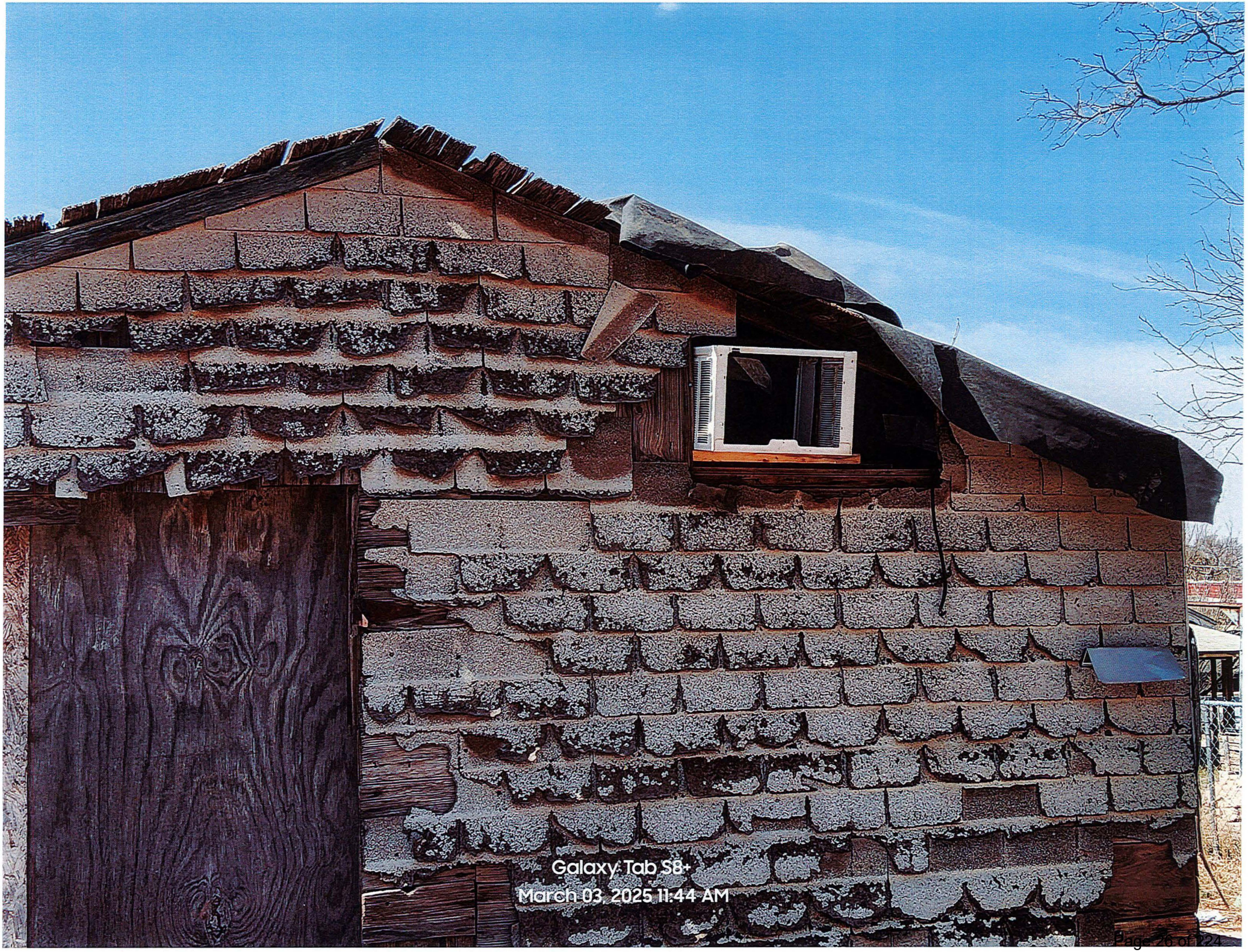
February 2, 2025 11:55 AM


Galaxy Tab S8+
February 21, 2025 11:55 AM

Galaxy Tab S8+
February 21, 2025 11:55 AM

Galaxy Tab S8+
February 21, 2025 11:55 AM


Galaxy Tab S8+
March 03, 2025 11:44 AM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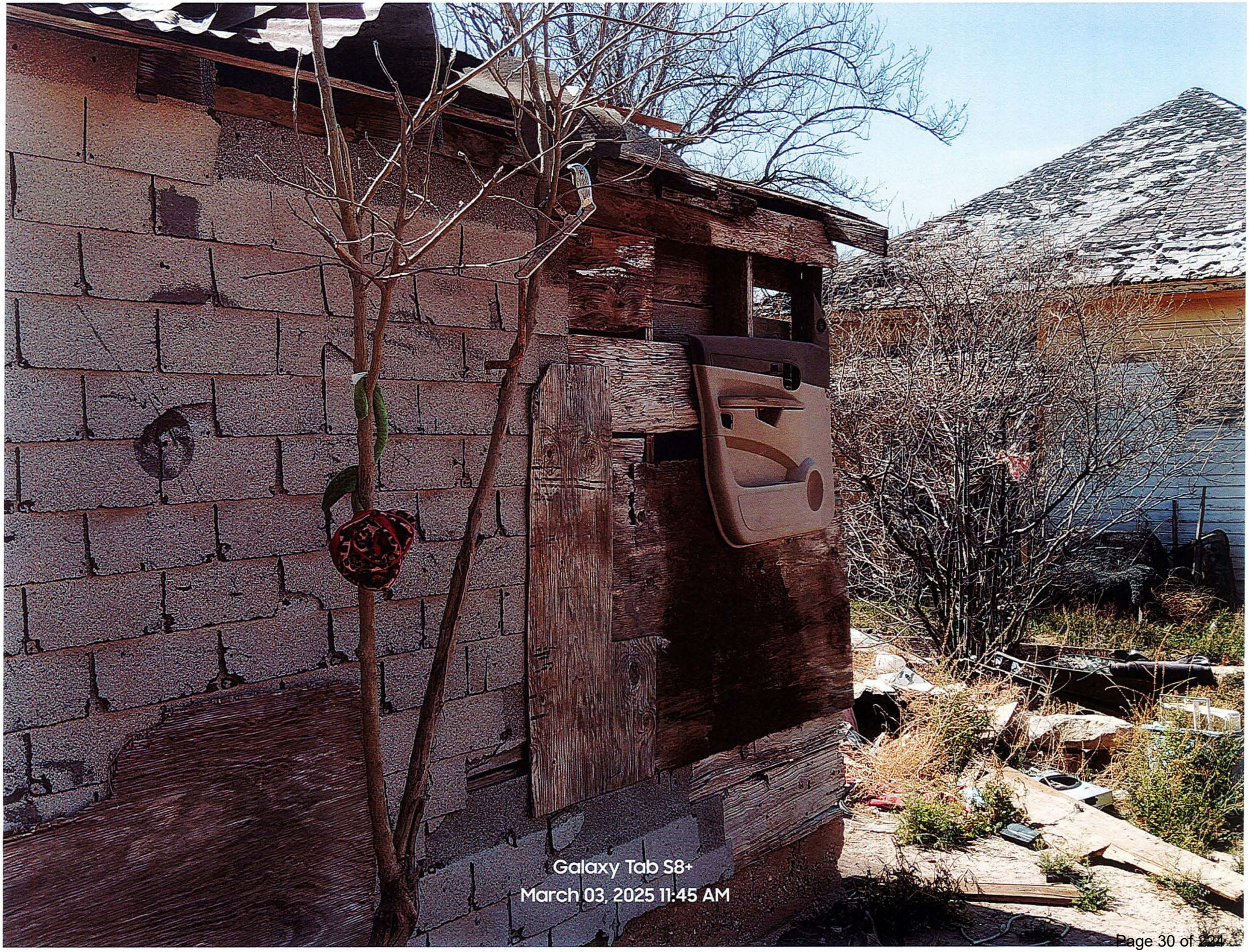
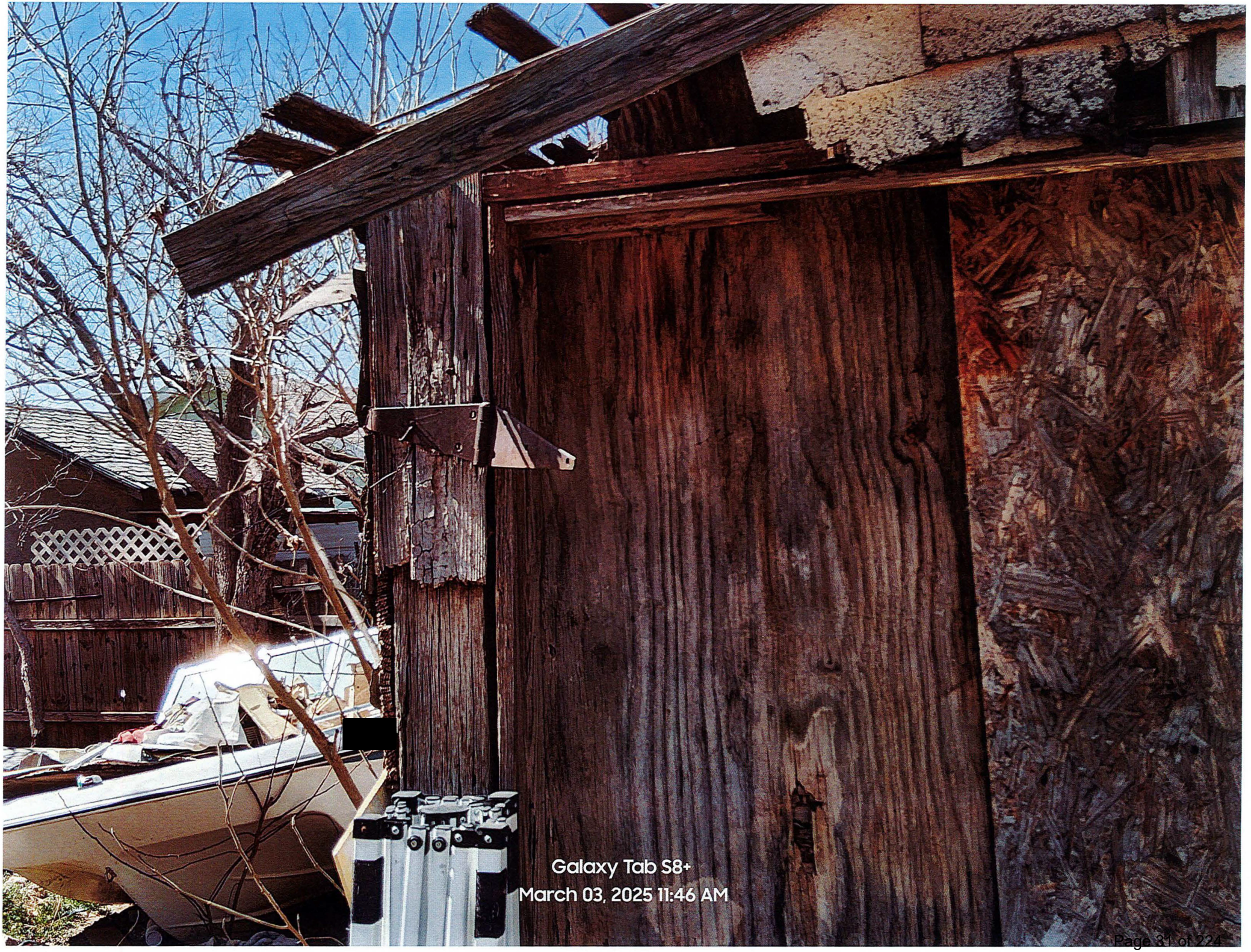
March 03, 2025 11:44 AM

Galaxy Tab S8+
March 03, 2025 11:45 AM

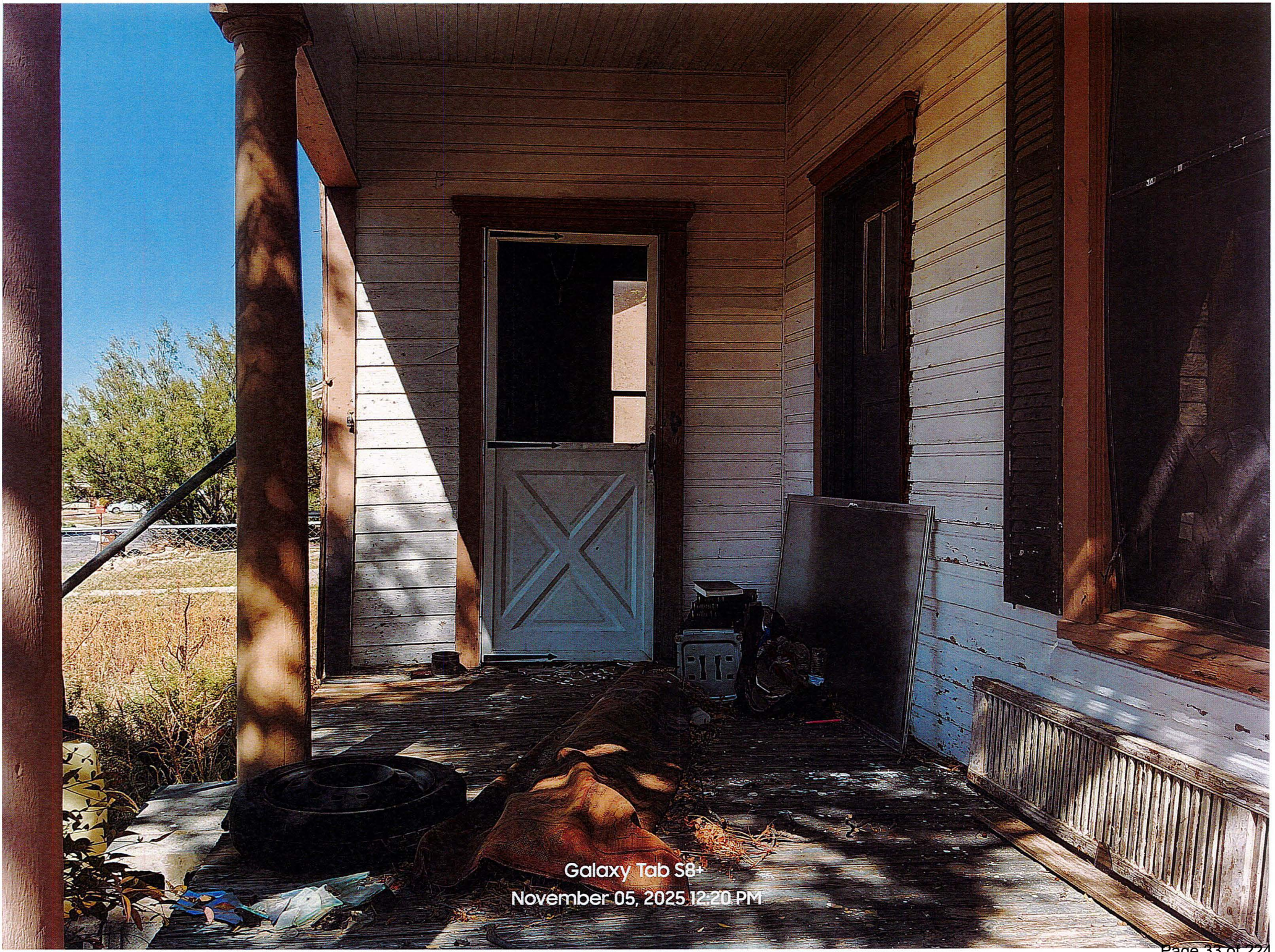
Galaxy Tab S8+
March 03, 2025 11:45 AM

Galaxy Tab S8+
March 03, 2025 11:45 AM

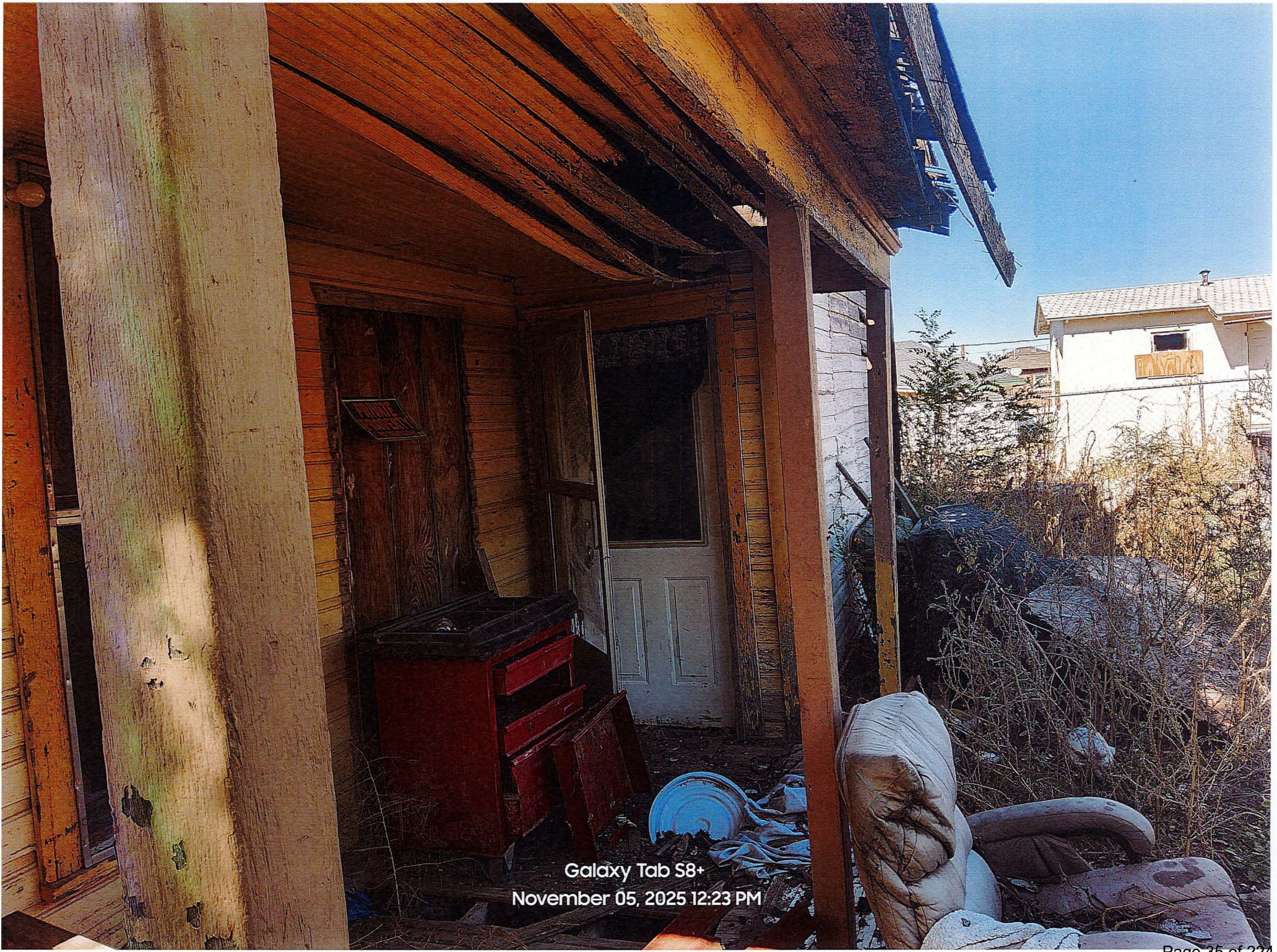

Galaxy Tab S8+
March 03, 2025 11:45 AM


Galaxy Tab S8+
March 03, 2025 11:46 AM

Galaxy Tab S8+
March 0[illegible] 2025 11:46 AM


Galaxy Tab S8+
November 05, 2025 12:20 PM

Galaxy Tab S8+
05 2025 12:21 PM


Galaxy Tab S8+
November 05, 2025 12:23 PM

PRIVATE
PROPERTY
Galaxy Tab S8+
November 05, 2025 12:23 PM

PRIVATE PROPERTY
Galaxy Tab S8+
November 05, 2025 12:23 PM

PRIVATE
PROPERTY
Galaxy Tab S8+
November 05, 2025 12:23 PM

Galaxy Tab S8+
November 05, 2025 12:23 PM

STATE OF TEXAS §
§
COUNTY OF HOWARD §

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 10th day of November, 2025.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 10th day of November, 2025 by the above referenced Affiant.

Notary Public, State of Texas

STEPHANIE KEMUNTO ARITA
Notary ID #135144341
My Commission Expires
October 28, 2028

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: 509 JOHNSON BIG SPRING,TX79720
Legal Description: LT 8 BK 34 ORIGINAL TOWN 50X140 0745 0.161 ACRES

Date 03/11/2025 **Case No:25-00000081**

PAYNE YVONNE KAY
509 JOHNSON
BIG SPRING, TX 79720

Dear PAYNE YVONNE KAY
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: 509 JOHNSON BIG SPRING,TX79720

Legal Description: LT 8 BK 34 ORIGINAL TOWN 50X140 0745 0.161 ACRES

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

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

Corrective Action:

DEADLINE FOR COMPLIANCE IS SEVEN DAYS FROM THE DATE OF MAILING 1.27.2025

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

Issued by:

Shannon Fant	Code Compliance
432.264.2508	sfant@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,

Shannon Fant - Code Compliance

Case number: 25-00000081

BIG SPRING
TEXAS

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

November 6, 2025

The Estate of Yvonne Kay Gaither Qualls
509 S Johnson St.
Big Spring, Texas 79720

The Estate of Yvonne Kay Gaither Qualls
1700 S Lancaster St., Unit 34
Big Spring, Texas 79720

The Estate of Yvonne Kay Gaither Qualls
1806 Settles St.
Big Spring, Texas 79720

The Estate of Yvonne Kay Gaither Qualls
1804 Settles St.
Big Spring, Texas 79720

The Estate of Yvonne Kay Gaither Qualls
c/o Elvis Payne
4031 Big Bend Ave.
Port Arthur, Texas 77642-5655

***Re:* 509 JOHNSON, BIG SPRING, TEXAS 79720**
LEGAL DESCRIPTION: LOT 8, BLOCK 34, ORIGINAL TOWN SUBDIVISION, Howard County

Big Spring Code Compliance has determined that at the following structure(s): MAIN STRUCTURE AND REAR 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	The structures are in disrepair and needs to be brought up to Code. The structures are neglected, damaged, dilapidated, and

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 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.	unsecured so as to constitute an attractive nuisance. The structures have dilapidated exterior walls. The structures also have loose and missing roofing components. The structures have broken windows. The structures are open to the elements. 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. 12. Exterior stairs, decks, porches, balconies, and all similar appurtenances attached thereto, including guards	The structural members appear to have deteriorated. The exterior walls of the structures are dilapidated with loose or rotting material. The structures have cracks and breaks in their exterior walls. The structures also have loose and missing roofing components, holes and gaps, as well as missing and loose shingles. The structures also have broken windows and are open to the elements. The roof of the main structure and the rear structure appear to admit rain and have signs of deterioration. The porch attached to the main structure has a deteriorated floor and its roof appears to be collapsing. Unsafe condition.

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.	
304.6 Exterior walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.	The exterior walls of the structures are dilapidated with loose or rotting material, cracks, and breaks. The exterior walls show signs of severe weather damage.
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof of the main structure and of the rear structure have defects that admit rain, are not sound, and are not tight.
304.13 Windows, skylight and door frames. Every window, skylight and door frame shall be kept in sound condition, good repair and weather tight.	Windows and doors are not in sound condition, good repair, or weather tight.

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

Corrective Action Sought by Code Compliance

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

REPAIR OR DEMOLISH AND REMOVE

THE MAIN STRUCTURE AND REAR STRUCTURE.

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

Issued by

Shannon Fant	Code Compliance Official
Name	*Title*
+1 (432) 264-2508	sfant@mybigspring.com
Phone	*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, November 17, 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,

Shannon Fant, Code Compliance Official
City of Big Spring, Texas

9589 0710 5270 3522 6621 97

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- ☐ Adult Signature Required $ ____
- ☐ Adult Signature Restricted Delivery $ ____

Postage
$

Total Postage and Fees
$

11/17/2025 Public Hearing

Postmark Here

509 JOHNSON

Final Notice

Sent To
The Estate of Yvonne Kay Gaither Qualls
Street and Apt. No., or PO Box No.
509 S. Johnson St.
City, State, ZIP+4®
Big Spring, TX 79720

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

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- ☐ Adult Signature Restricted Delivery $ ____

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Total Postage and Fees
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11/17/2025 Public Hearing

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509 JOHNSON

Final Notice

Sent To
The Estate of Yvonne Kay Gaither Qualls
Street and Apt. No., or PO Box No.
1700 S. Lancaster St., Unit 34
City, State, ZIP+4®
Big Spring, TX 79720

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

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- ☐ Adult Signature Required $ ____
- ☐ Adult Signature Restricted Delivery $ ____

Postage
$

Total Postage and Fees
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11/17/2025 Public Hearing

Postmark Here

509 Johnson

Final Notice

Sent To
The Estate of Yvonne Kay Gaither Qualls
Street and Apt. No., or PO Box No.
1806 Settles St.
City, State, ZIP+4®
Big Spring, TX 79720

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

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- ☐ Return Receipt (electronic) $ ____
- ☐ Certified Mail Restricted Delivery $ ____
- ☐ Adult Signature Required $ ____
- ☐ Adult Signature Restricted Delivery $ ____

Postage
$

Total Postage and Fees
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11/17/2025 Public Hearing

Postmark Here

509 JOHNSON

Final Notice

Sent To
The Estate of Yvonne Kay Gaither Qualls
Street and Apt. No., or PO Box No.
1804 Settles St.
City, State, ZIP+4®
Big Spring, TX 79720

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

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- ☐ Return Receipt (electronic) $ ____
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- ☐ Adult Signature Required $ ____
- ☐ Adult Signature Restricted Delivery $ ____

Postage
$

Total Postage and Fees
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11/17/25 Public Hearing

Postmark Here

509 JOHNSON

Final Notice

Sent To
The Estate of Yvonne Kay Gaither Qualls & Elvis Payne
Street and Apt. No., or PO Box No.
4031 Big Bend Ave.
City, State, ZIP+4®
Port Arthur, Texas 77642-5655

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

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FAQs >

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(https://reg.usps.com/xsell?app=UspsTools&ref=ho nepageBanner&appURL=https%3A%2F%2Finformeddelivery.usps.com/box/pages/intro/start.action)

Remove ×

Tracking Number:

9589071052703522662197

Copy Add to Informed Delivery (https://informeddelivery.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
November 9, 2025

Arrived at USPS Regional Facility
MIDLAND TX DISTRIBUTION CENTER
November 7, 2025, 9:44 am

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

Feedback

Text & Email Updates ⌄

USPS Tracking Plus® ⌄

Product Information ⌄

See Less ^

Remove ×

Tracking Number:

9589071052703522662210

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was returned to the sender at 1:05 pm on November 8, 2025 in BIG SPRING, TX 79720 because the forwarding order for this address is no longer valid.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Alert
Forward Expired
BIG SPRING, TX 79720
November 8, 2025, 1:05 pm

Arrived at USPS Regional Facility
MIDLAND TX DISTRIBUTION CENTER
November 7, 2025, 9:45 am

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

See More

Remove ×

Tracking Number:

9589071052703522662203

Copy **Schedule a Redelivery (https://tools.usps.com/redelivery.htm)**

Latest Update

We attempted to deliver your item at 1:16 pm on November 8, 2025 in BIG SPRING, TX 79720 and a notice was left because an authorized recipient was not available. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice beginning November 10, 2025. If this item is unclaimed by November 23, 2025 then it will be returned to sender.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivery Attempt: Action Needed
Notice Left (No Authorized Recipient Available)
BIG SPRING, TX 79720
November 8, 2025, 1:16 pm

Arrived at USPS Regional Facility
MIDLAND TX DISTRIBUTION CENTER
November 7, 2025, 9:39 am

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

See More

Remove ×

Tracking Number:

9589071052703522662227

Copy **Schedule a Redelivery (https://tools.usps.com/redelivery.htm)**

Latest Update

We attempted to deliver your item at 1:16 pm on November 8, 2025 in BIG SPRING, TX 79720 and a notice was left because an authorized recipient was

Delivery Attempt: Action Needed

not available. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice beginning November 10, 2025. If this item is unclaimed by November 23, 2025 then it will be returned to sender.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Notice Left (No Authorized Recipient Available)
BIG SPRING, TX 79720
November 8, 2025, 1:16 pm

Arrived at USPS Regional Facility
MIDLAND TX DISTRIBUTION CENTER
November 7, 2025, 9:42 am

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

See More

Remove ×

Tracking Number:

9589071052703522662234

Copy **Add to Informed Delivery (https://informeddelivery.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
November 9, 2025

Arrived at USPS Regional Facility
AMARILLO TX DISTRIBUTION CENTER
November 8, 2025, 12:01 am

See All Tracking History

What Do USPS Tracking Statuses Mean? (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 §
§
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 November 17, 2025, attached as **Exhibit A-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on November 6, 2025."

SIGNED on the 10th day of November, 2025.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 10th day of November, 2025 by the above referenced Affiant.

Stephanie Kemunto Arita
Notary Public, State of Texas

STEPHANIE KEMUNTO ARITA
Notary ID #135144341
My Commission Expires
October 28, 2028

Exhibit A-6

BIG SPRING
TEXAS

Code Enforcement

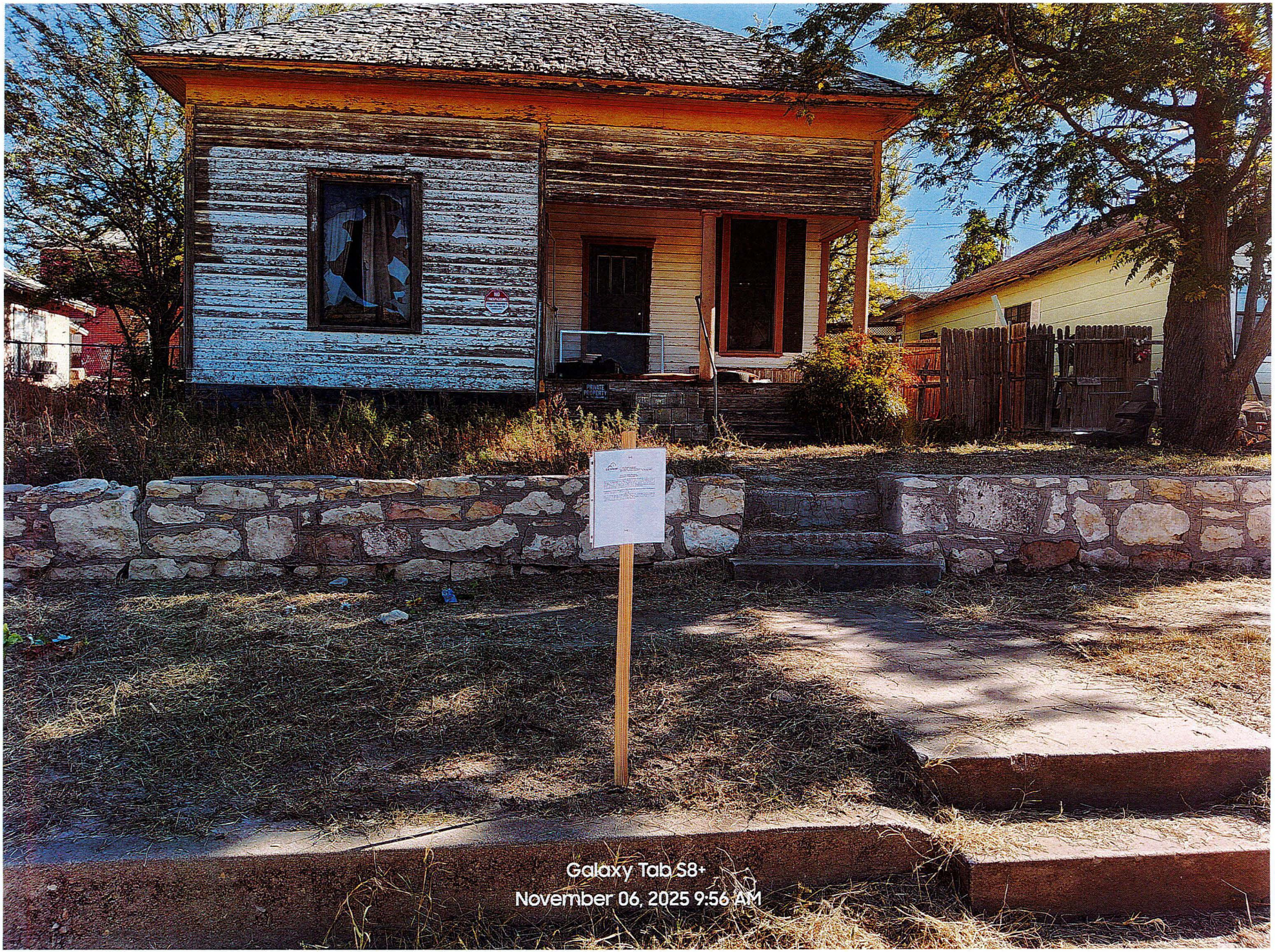
217 E 3rd St., Big Spring, Texas 79720 · Ph. 432-264-2505

NOTICE OF PUBLIC HEARING
CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **NOVEMBER 17TH, 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:

509 JOHNSON – LEGAL DESCRIPTION: LOT 8, BLOCK 34, ORIGINAL TOWN SUBDIVISION – OWNER: THE ESTATE OF YVONNE KAY PAYNE

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.


PRIVATE PROPERTY
Galaxy Tab S8+
November 06, 2025 9:56 AM

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

The City Council of the City of Big Spring, Texas, met in a Regular Meeting in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, October 28, 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
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

Don Smith 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 spoke against the zone change in the Kentwood area and asked staff to present him with some data on the lot sizes for the new subdivision; One citizen asked the Council consider giving him a refund of $19.86 against his annual green fee at the golf course due to the fact that the course will start closing two days a month starting in January, 2026; and one citizens thanked the staff for the work on the Blow Out at the Bunker event and they raised $15,000.00.

Announcements, Presentations and Public Hearings

Open Public Hearing

MOTION WAS MADE BY Mayor Moore to open the below listed public hearings, 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

PUBLIC HEARING - To Consider the Creation of a Tax Increment Reinvestment Zone (TIRZ) to Include Approximately 620 Acres of Land Located West of Big Spring McMahon-Wrinkle Airport, City of Big Spring, Texas.

David Pettit with Pettit & Ayala Consulting gave a presentation of a Tax Increment Reinvestment Zone (TIRZ) on the above captioned property. No other comments were made at this time.

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 707 W 7TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LOT 12, BLOCK 11, EARLES SUBDIVISION, BIG SPRING, HOWARD COUNTY, TEXAS – OWNER: JOANA AGUIRRE

MOTION WAS MADE BY Mayor Moore to abate the above captioned property (707 W. 7th), seconded by Council Member Wilkerson.

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

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1315 MESA, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LOT 6, BLOCK 3, MOUNTAIN VIEW SUBDIVISION, BIG SPRING, HOWARD COUNTY, TEXAS – OWNER: BEATRICE M. YBARRA

No action taken at this time.

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 509 JOHNSON, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LOT 8, BLOCK 34, ORIGINAL TOWN SUBDIVISION, BIG SPRING, HOWARD COUNTY, TEXAS – OWNER: THE ESTATE OF YVONNE KAY GAITHER QUALLS

No action taken at this time.

Close Public Hearing

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

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 4
- E-Waste Recycling Day - Nov. 8th
- City Holiday - Veterans Day, Nov. 11th
- Crime Stopper Award
- TML Conference Oct. 29-31
- Reminder - City Council Meeting **Monday, Nov. 17th**

Todd Darden, City Manager, reported on the above captioned items as follows: Mr. Darden thanked the staff and council for the prayers during his recovery; Large item pickup for District 4 picked up 5 tons of items; E-Waste Recycling Day will be on November 8 at the Big Sandy Landfill; City offices will be closed on November 11th in observance of Veterans Day; Big Spring Crime Stoppers received an award at the 36th annual conference for the 2nd year in a row; Several staff and council members will be out for the TML Conference from Oct. 29-31; and a reminder that the next City Council meeting will be on Monday, November 17th.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of October 14, 2025

Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Directors Minutes for the Regular Meeting of August 19, 2025 and of the Special Meetings of September 9, 2025, September 22, 2025 and October 7, 2025

Final Reading of an Ordinance Amending Ordinance Number 024-2025 Which Adopted the Annual budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026, by Decreasing the General Fund Budget for the Purpose of Reimbursing the Texas Comptroller of Public Accounts for an Overpayment of Local Sales and Use Taxes from 2013 to 2017; Providing for Severability; and Providing an Effective Date.

Final Reading of an Ordinance Amending Chapter 2 of the Code of Ordinances Entitled "Administration," Article V "Finance," Division 2 Entitled "Capital Replacement Fund," by Providing for Interfund Loans from the General Fund to Enterprise Funds and Special Revenue Funds for Capital Purchases; Setting Terms for Repayment Including Interest; Providing for Severability; Providing for the Repeal of Conflicting Legislation; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; and Providing an Effective Date.

Final Reading of an Ordinance Amending Section 2-58, Article III, Chapter 2 of the Big Spring City Code Section Entitled "Director of Finance"; and Adopting Section 2-59 Entitled "Director of Public Works," and Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; and Providing an Effective Date

Final Reading of an Ordinance of the City Council of the City of Big Spring, Texas, Authorizing Z-25-01, Amending the Big Spring Zoning Ordinance by Rezoning Approximately 4.083 Acres of Land in Section 4, Block 32, T-1-S, T&P RR. Co. Survey, Big Spring, Howard County, Texas, From SF-1, Single-Family Dwelling District to PD, Planned Development for a Housing Development; Providing for Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining That the Meetings at Which the Ordinance Was Discussed Were Open to the Public as Required by Law; and Providing an Effective Date.

Final Reading of an Ordinance to Adjust Fees for the Municipally-Owned Comanche Trail Golf Course to Provide for Revenue to Meet Expenses and to Provide Discounts to Residents of Big Spring and Public School Districts that are Partially Coextensive with the City of Big Spring by Amending Article VII, Entitled "Comanche Trail Golf Course," Division 2, Entitled "Pavilion Areas," Chapter 40, Entitled "Parks, Recreation and Cultural Affairs," Big Spring City Code; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; and Providing an Effective Date

Final Reading of an Ordinance Adopting Two Maintenance-Related Closing Days Per Month on the Second and Fourth Mondays of Each Month for the Comanche Trail Golf Course and Assigning the Golf Manager to Report to the Director of Public Works by

Amending Article VII, "Comanche Trail Golf Course, Chapter 40 "Parks, Recreation, and Cultural Affairs, Big Spring City Code; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; and Providing an Effective Date

Final Reading of an Ordinance Prohibiting Through Truck Traffic Along Business US Highway 87-M by Establishing "Truck Routes" as Article VII of Chapter 48 of the Big Spring City Code; Authorizing the City Manager to Erect Appropriate Signs; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; Providing for Publication; Providing for the Repeal of Conflicting Legislation; and Providing an Effecitvie Date

Final Reading of an Ordinance Establishing Compensation and Benefits for the City Manager, City Attorney, and Municipal Court Judges; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; and Providing an Effective Date

MOTION WAS MADE BY Council Member Ornelas to approve the above captioned minutes and ordinances, 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

Vouchers

Vouchers for 10/10/25 $ 1,565,895.88
Vouchers for 10/17/25 $ 1,088,286.19

Council Member Wilkerson reviewed the above captioned vouchers.

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

Bids

Consideration and Possible Action to Award a Bid for 10 Ton Commercial Grade Gas 208/230/3Ph American Standard Air Conditioner for the Airport Terminal Building with SKC A/C LLC and Authorizing the City Manager or his Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Yanez to award the above captioned bid to SKC A/C LLC in the amount of $31,495.00, 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 to Award a Bid for the Purchase of a Golf Cart to Transport Pilots and Passengers 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 award the above captioned bid to Backyard Escapism in the amount of $17,750.00, 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 Award a Bid for Wood Chipping at the Big Sandy Landfill 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 The Organic Recycler in the amount of $70,000.00, 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

New Business

Consideration and Possible Action to Approve an Event Funding Request to Howard College for the Mark Adams Classic Basketball Tournament

MOTION WAS MADE BY Council Member Wilkerson to approve the above captioned event funding in the amount of 12,000.00, seconded by Council Member Ornelas.

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

First Reading of a Resolution Casting Vote(s) to Elect Directors for the Howard Central Appraisal District for the Years 2026 and 2027; and Directing the City Secretary to Submit the Official Ballot to the Chief Appraiser of the Howard Central Appraisal District Before December 15, 2025; Finding and Determining that the Meetings at Which the Resolution was Discussed were Open to the Public as Required by Law; and Providing an Effective Date

MOTION WAS MADE BY Council Member Ornelas to approve the above captioned resolution by giving the City's total number of votes (334.5) to Jordan Partee, 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

First Reading of an Ordinance Pursuant to Chapter 311 of the Texas Tax Code, Creating Tax Increment Refinancing Zone Number One, City of Big Spring, Texas; 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 Pro Tem Hughes to approve the above captioned ordinance, seconded by Council Member Wilkerson.

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

Council Member Ornelas reminded everyone that early voting is going on until October 31, 2025 and election day will be on November 4, 2025; Local business owners downtown thanked Wes Baird for the work on the Texas Building; and Abrams St still needs to be fixed

Council Member Yanez thanked staff members for the tree memorial for Nati Saldivar

Adjourn

Mayor Moore adjourned the City Council meeting at 6:55 p.m.

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, CASTING VOTE(S) TO ELECT DIRECTORS FOR THE HOWARD CENTRAL APPRAISAL DISTRICT FOR THE YEARS 2026 AND 2027; AND DIRECTING THE CITY SECRETARY TO SUBMIT THE OFFICIAL BALLOT TO THE CHIEF APPRAISER OF THE HOWARD CENTRAL APPRAISAL DISTRICT BEFORE DECEMBER 15, 2025; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring is a taxing unit entitled to vote in the election of the Howard Central Appraisal District Board of Directors, and therefore entitled to nominate and cast votes for candidates for election thereto pursuant to Texas Tax Code § 6.03;

WHEREAS, five (5) directors serving two-year terms beginning January 1st of even-number years are appointed by the taxing units participating in the district;

WHEREAS, the governing body of each taxing unit may cast all its votes for one candidate or distribute them among candidates for any number of directorships;

WHEREAS, the City of Big Spring is allocated 334.5 votes based on its 2024 tax levy; and

WHEREAS, the City Council of the City of Big Spring wishes to cast its votes for the election of the Board of Directors for the Howard Central Appraisal District for 2026-2027;

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

SECTION 1. The City Council casts its 334.5 votes for the following candidate(s) for the Howard Central Joint Tax Appraisal District Board of Directors for the years 2026 and 2027:

1. Mr. John Cline ..... _____ votes

2. Mr. Mike Dawson ..... _____ votes

3. Mr. Scott Emerson ..... _____ votes

4. Mr. Jordan Partee ..... 334.5 votes

5. Mr. Craig Wyrick ..... _____ votes

SECTION 2. The City Secretary is hereby directed to submit this resolution to the Chief Appraiser of the Howard Central Appraisal District before **December 15, 2025.**

SECTION 3. 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 4. This Resolution shall become effective immediately after the second reading.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **28th** day of **October, 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 passage of same.

_____
Robert H. Moore III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

HOWARD CENTRAL APPRAISAL DISTRICT

Julie Duke, BA, RPA, CCA
Chief Appraiser

October 20, 2025

Mayor Robert Moore and Todd Darden, City Manager
City of Big Spring
310 Nolan
Big Spring, TX 79720

Dear Mayor Moore and Mr. Darden,

Please find enclosed an official ballot for the election of the Board of Directors for the Howard Central Appraisal District.

City of Big Spring has a total of 334.5 votes to cast in the election of the Board.

The ballot is to be submitted to my office before December 15, 2025. I will notify all parties before December 31, 2025 of the results of the election. (Pursuant to Texas Property Tax Code Sec. 6.03(k)

Thank you and as always, please contact me with any questions.

Respectfully,

Julie Duke

Julie Duke, BA, RPA, CCA
Howard Central Appraisal District

HOWARD CENTRAL APPRAISAL DISTRICT

Julie Duke, BA, RPA, CCA
Chief Appraiser

HOWARD CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTORS
ELECTION 2025

THIS IS YOUR OFFICIAL BALLOT FOR CASTING YOUR VOTES IN THE ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS FOR THE HOWARD CENTRAL APPRAISAL DISTRICT. YOU MAY CAST ALL YOUR VOTES FOR ONE NOMINEE OR ALLOCATE YOUR VOTES AMONG AS MANY NOMINEES IN ANY MANNER YOU CHOOSE.

THIS BALLOT MUST BE RETURNED BEFORE DECEMBER 15, 2025.

TAXING UNIT:	NOMINEE	VOTES CAST
CITY OF BIG SPRING	JOHN CLINE	_____
	MIKE DAWSON	_____
	SCOTT EMERSON	_____
ALLOTED VOTES:	JORDAN PARTEE	_____
	CRAIG WYRICK	_____
334.5	**Total Votes Cast by Unit**	_____

BY OFFICIAL ACTION ____ /____ / 2025

SIGNED _____ TITLE _____

SIGNED _____ TITLE _____

(432) 263-8301 *www.howardcad.org* Fax (432) 263-8303
P.O. Drawer 1151---315 Main Street---Big Spring, Texas 79721-1151

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, CREATING TAX INCREMENT REFINANCING ZONE NUMBER TWO, CITY OF BIG SPRING, TEXAS; 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, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous or noncontiguous geographic area that is in the corporate limits of the municipality or the extraterritorial jurisdiction (the "ETJ") of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain contiguous geographic area in the City and the City's ETJ, which is more specifically described in ***Exhibits "A"*** and ***"B"*** of this Ordinance (the "Zone"), through the creation of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Two, City of Big Spring,* attached as ***Exhibit "C"*** (hereinafter referred to as the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in a newspaper having general circulation in the City on October 19, 2025, which date is before the seventh (7th) day before the public hearing held on October 28, 2025; and

WHEREAS, at the public hearing on October 28, 2025, interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, evidence was received and presented at the public hearing on October 28, 2025, and in favor of the creation of the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on October 28, 2025; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Project and Finance plan has been prepared for the proposed reinvestment zone.

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

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. FINDINGS.

That the City Council, after conducting the above described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

(a) That the public hearing on the creation of the reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and

(b) That the creation of the proposed reinvestment zone with boundaries as described and depicted in ***Exhibits "A"*** and ***"B"*** will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and

(c) That the proposed reinvestment zone, as defined in ***Exhibits "A"*** and ***"B"***, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:

1. It is a geographic area located within the City limits of the City and the City's ETJ; and

2. That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone is predominantly open or undeveloped, and, because of obsolete

platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City of Big Spring; and

3. That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone substantially arrests or impairs the sound growth of the City of Big Spring, constitutes an economic liability, and is a menace to the public welfare because of the presence of the predominance of inadequate sidewalk or street layout; and
4. That the zone will significantly enhance the value of all the taxable real property in the zone and will be of general benefit to the City of Big Spring, and the zone meets the requirements of Section 311.005, Texas Tax Code.

(d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and

(e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and

(f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City or county; and

(g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future; and

(h) That 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.

SECTION 3. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in Exhibits "A" and "B" hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Two, City of Big Spring, Texas (hereinafter referred to as the "Zone").

SECTION 4. BOARD OF DIRECTORS.

That a board of directors for the Zone ("Board") is hereby created. The Board shall consist of seven (7) members comprised of six (6) City Council members and the Mayor.

The Mayor shall serve as chairman of the Board and the Board may elect a vice chairman and such other officers as the Board sees fit. Additionally, each taxing unit that levies taxes within the Zone and chooses to contribute all or part of the tax increment produced by the unit into the tax increment fund may appoint one member of the board. The number of directors on the Board of Directors shall be increased by one for each taxing unit that appoints a director to the board; provided, that the maximum number of directors shall not exceed fifteen (15).

The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City Council for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws. Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issues bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain, or (iv) give final approval to the Zone's project plan and financing plan.

Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the Tax Increment Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

SECTION 5. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2045 (with the final year's tax increment to be collected by September 1, 2046); (ii) at an earlier time designated by subsequent ordinance; (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

SECTION 6. TAX INCREMENT BASE AND TAX INCREMENT.

That the tax increment base for the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2025, which is the year in which the Zone was designated as a reinvestment zone.

The Tax Increment Fund shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the Tax Increment Fund under an

agreement with the City authorized by Section 311.013(f) of the Texas Tax Code, and (ii) fifty percent (50%) of the City's tax increment, as defined by Section 311.012(a) of the Texas Tax Code, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment.

SECTION 7. TAX INCREMENT FUND.

That there is hereby created and established a "Tax Increment Fund" for the Zone which may be divided into such subaccounts as may be authorized by subsequent ordinance, into which all tax increments of the City, as such increments are described in the final project plan and reinvestment zone financing plan and may include administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts are to be maintained in an account at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the Tax Increment Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b), Texas Tax Code.

SECTION 8. SEVERABILITY.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 9. OPEN MEETINGS.

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

SECTION 10. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law.

SECTION 11. CONFLICT WITH LAWS.

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 12. GOVERNING LAW.

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 **28th** day of **October, 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 _____, _____, 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 A

BOUNDARY DESCRIPTION

The TIRZ is contiguous and consists of approximately 620 acres, further described below.

Beginning at the point the northwest corner of Property ID 297545 meets the southern right of way boundary of Interstate 20, thence

East along the northern boundary of Property ID 297545, continuing south along the eastern boundary of Property ID 297545 to the point it meets the northeast corner of Property ID 301391, thence

South along the eastern boundary of Property ID 301391, continuing south along the eastern boundary of Property ID 29745 to the point it meets the northern boundary of Property ID 297584, thence

East along the northern boundary of Property ID 297584, continuing south along the eastern boundary of Property ID 297584 to the point it meets the northeast corner of Property ID 297585, thence

South along the eastern boundary of Property ID 297585, continuing west then north along the boundary of Property ID 297585 to the point it meets the southwest corner of Property ID 297584, thence

North along the western boundary of Property ID 297584 to the point it meets the southern boundary of Property ID 297545, thence

West along the southern boundary of Property ID 297545 to the point it meets the southern boundary of Property ID 300723, thence

West along the southern boundary of Property ID 300723 to the point it meets the southern boundary of Property ID 297545, thence

West along the southern boundary of Property ID 297545, continuing north along the western boundary of Property ID 297545, to the point it meets the southwest corner of Property ID 301392, thence

North along the western boundary of Property ID 301392 where it meets the eastern right of way boundary of Stallings Road, thence

North along the eastern right of way boundary of Stallings Road to the point the northwest corner of Property ID 297545 meets the southern right of way boundary of Interstate 20, which is the point of beginning.

EXHIBIT B

BOUNDARY MAP

- TIRZ Boundary

Tax Increment Reinvestment Zone #2
City of Big Spring, Texas

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- Current Conditions & Ownership 3
- Proposed Development 4
- Project Costs 5
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- Terms and Conditions 13
- Appendix A 14

As a midpoint in West Texas, Big Spring sits at the crossroads of U.S. Highway 87 and Interstate 20, and is the county seat of Howard County, Texas. The city is in a rocky gorge between two high foothills of the Caprock escarpment in West Texas. The northern limit of the Edwards Plateau and the southern most hills of the Caprock converge in Big Spring.

Big Spring's population was 26,144 at the 2020 census and delivers a mixture of yesterday, today, and tomorrow that welcomes the native and the newcomer alike.

Big Spring is surrounded by over one million people within a hundred mile radius. Big Spring is approximately 40 miles east of Midland, 80 miles north of San Angelo, 100 miles west of Abilene and 95 miles south of Lubbock. Midland International Airport is the closest major airport and is served by Southwest Airlines, American Airlines, and Continental Airlines. Private and corporate aircraft can fly directly into the Big Spring McMahon-Wrinkle Airport.

DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

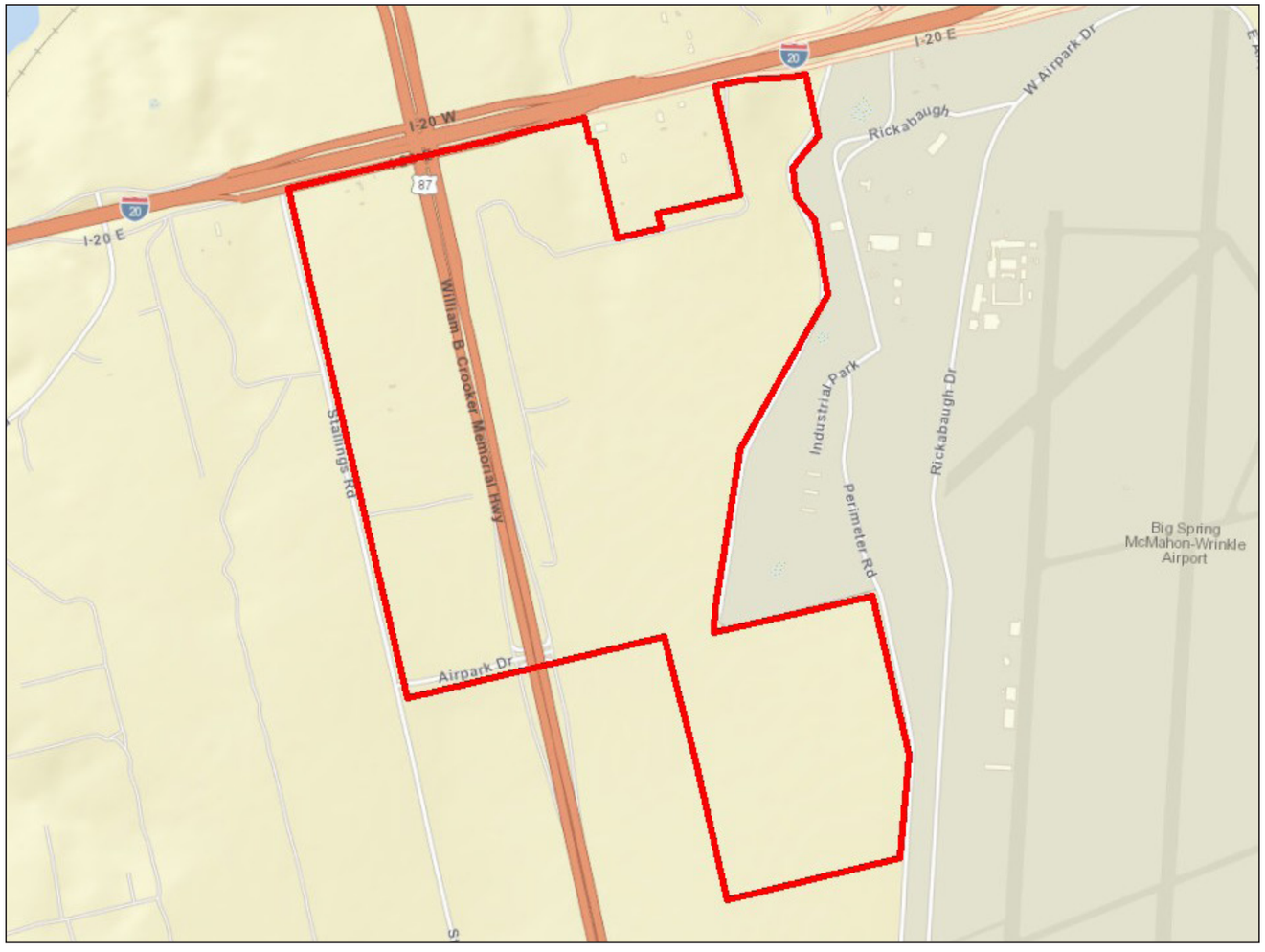
The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.

Tax Increment Reinvestment Zone #2, City of Big Spring

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 17, 2025 the City Council of the City of Big Spring, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, will consider an ordinance to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Two, City of Big Spring, Texas. The goal of Tax Increment Reinvestment Zone #2 (TIRZ #2) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This preliminary project and financing plan outlines the funding of $2,007,718 in public improvements related to water, sanitary sewer, and storm water facilites, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Big Spring. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ Boundary

Boundary Description

TIRZ #2 consists of approximately 620 acres located within the City limits and City's extraterritorial jurisdiction of the City of Big Spring. The legal description for the zone is described in detail below.

Legal Description TIRZ #2

Beginning at the point the northwest corner of Property ID 297545 meets the southern right of way boundary of Interstate 20, thence

East along the northern boundary of Property ID 297545, continuing south along the eastern boundary of Property ID 297545 to the point it meets the northeast corner of Property ID 301391, thence

South along the eastern boundary of Property ID 301391, continuing south along the eastern boundary of Property ID 29745 to the point it meets the northern boundary of Property ID 297584, thence

East along the northern boundary of Property ID 297584, continuing south along the eastern boundary of Property ID 297584 to the point it meets the northeast corner of Property ID 297585, thence

South along the eastern boundary of Property ID 297585, continuing west then north along the boundary of Property ID 297585 to the point it meets the southwest corner of Property ID 297584, thence

North along the western boundary of Property ID 297584 to the point it meets the southern boundary of Property ID 297545, thence

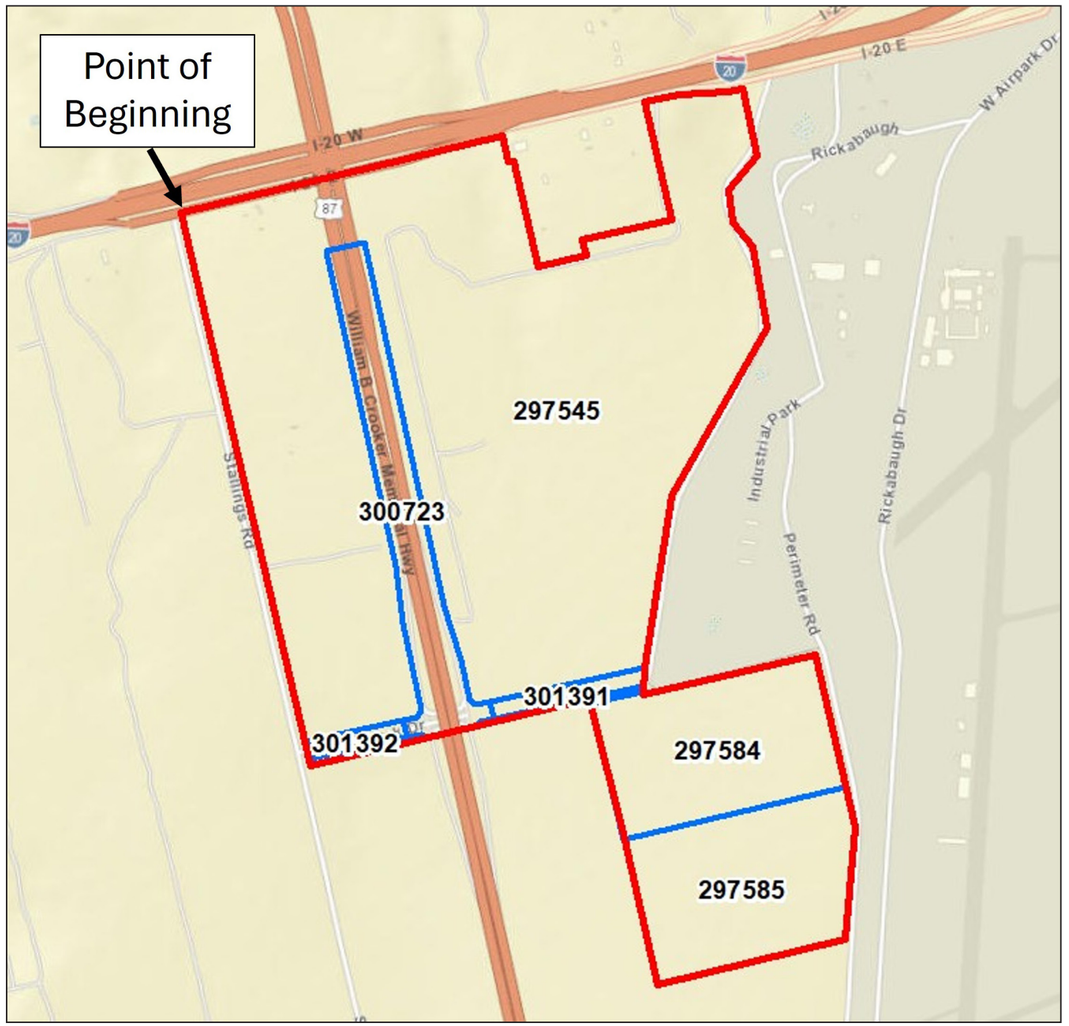
West along the southern boundary of Property ID 297545 to the point it meets the southern boundary of Property ID 300723, thence

West along the southern boundary of Property ID 300723 to the point it meets the southern boundary of Property ID 297545, thence

West along the southern boundary of Property ID 297545, continuing north along the western boundary of Property ID 297545, to the point it meets the southwest corner of Property ID 301392, thence

North along the western boundary of Property ID 301392 where it meets the eastern right of way boundary of Stallings Road, thence

North along the eastern right of way boundary of Stallings Road to the point the northwest corner of Property ID 297545 meets the southern right of way boundary of Interstate 20, which is the point of beginning.



Current Conditions

Land Use

The land within the zone is vacant, undeveloped land. Less than 30 percent of the property in the zone, excluding property that is publicly owned, is used for residential purposes.

Zoning

The land within the TIRZ is not currently zoned. The property may need to be zoned to accomodate any future development. It is not anticipated there will be any changes to the City of Big Spring zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently 6 parcels within Tax Increment Reinvestment Zone #2. The 2025 estimated taxable base value of the property within the TIRZ is $0 given that none of the parcels were located within in the TIRZ as of January 1, 2025. For further details of parcels included within the TIRZ see **Appendix A**.

Anticipated Development

The table below provides an overview of the scope and timing of potential development that PAC projects could occur during the life of the TIRZ, based on market trends, known planned development, and input from City staff. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ. Non-Project Costs, costs that will be spent to develop in the Zone but will not be financed by the TIRZ, and will be financed by other funds, are estimated to be $35,000,000 as shown in the table below.

	Projected Completion Date	SF	RP Taxable Value per SF	Incremental Value
TIRZ #2				
Industrial	2028	100,000	$ 50	$ 5,000,000
Industrial	2030	100,000	$ 50	$ 5,000,000
Industrial	2032	100,000	$ 50	$ 5,000,000
Industrial	2034	100,000	$ 50	$ 5,000,000
Industrial	2036	100,000	$ 50	$ 5,000,000
Industrial	2038	100,000	$ 50	$ 5,000,000
Industrial	2040	100,000	$ 50	$ 5,000,000
Total		**700,000**		**$ 35,000,000**

Project Costs of the Zone

There are a number of improvements to be located within the boundaries of Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #2			
Public Utilities	**$**	**602,316**	**30%**
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements			
Parking, Rail, and Transit Improvements	**$**	**200,772**	**10%**
Street and Intersection Improvements	**$**	**602,316**	**30%**
Pedestrian Enhancements	**$**	**200,772**	**10%**
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience			
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	**$**	**160,617**	**8%**
Economic Development Grants	**$**	**200,772**	**10%**
Administrative Costs	**$**	**40,154**	**2.0%**
Total	**$**	**2,007,718**	**100%**

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code, listed to the right. The project costs listed above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $2,007,718 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) “Project costs” means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. “Project costs” include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: Many areas within the TIRZ have an aging infrastructure, making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Big Spring will contribute 50% of the real property increment within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing.

Utilizing the information outlined in this feasibility study, Pettit & Ayala Consulting has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

	Real Property Tax - 2025 Rates		**Participation**	
	City of Big Spring	0.67890300	50%	0.3394515
	Howard County	0.30171100	0%	0.0000000
	Big Spring ISD	0.75267800	0%	0.0000000
	Howard College	0.21663700	0%	0.0000000
		1.94992900		**0.3394515**

	Personal Property Tax		**Participation**	
	City of Big Spring	0.67890300	0%	0.0000000
	Howard County	0.30171100	0%	0.0000000
	Big Spring ISD	0.75267800	0%	0.0000000
	Howard College	0.21663700	0%	0.0000000
		1.94992900		**0.0000000**

	Sales Tax		**Participation**	
	City of Big Spring	0.01500000	0%	0.0000000
	EDC	0.00500000	0%	0.0000000
		0.02000000		**0.0000000**

Financial Feasibility Analysis - Development Input

► ***INPUT***

INFLATION RATE	3.00%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Big Spring	0.67890300	50%	0.3394515
Howard County	0.30171100	0%	0.0000000
Big Spring ISD	0.75267800	0%	0.0000000
Howard College	0.21663700	0%	0.0000000
	1.94992900		0.3394515

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Big Spring	0.67890300	50%	0.3394515
Howard County	0.30171100	0%	0.0000000
Big Spring ISD	0.75267800	0%	0.0000000
Howard College	0.21663700	0%	0.0000000
	1.94992900		0.3394515

City of Big Spring	0.01500000	0%	0.0000000
EDC	0.00500000	0%	0.0000000
	0.02000000		0.0000000

		AREA	REAL PROPERTY		PERSONAL PROPERTY		SALES	
	Year	SF/UNITS	$ / SF	TAX VALUE	$ / SF	TAX VALUE	$ / SF	TAX VALUE
Industrial	2028	100,000	$ 50.00	$ 5,000,000	$ -	$ -	$ -	$ -
Industrial	2030	100,000	$ 50.00	$ 5,000,000	$ -	$ -	$ -	$ -
Industrial	2032	100,000	$ 50.00	$ 5,000,000	$ -	$ -	$ -	$ -
Industrial	2034	100,000	$ 50.00	$ 5,000,000	$ -	$ -	$ -	$ -
Industrial	2036	100,000	$ 50.00	$ 5,000,000	$ -	$ -	$ -	$ -
Industrial	2038	100,000	$ 50.00	$ 5,000,000	$ -	$ -	$ -	$ -
Industrial	2040	100,000	$ 50.00	$ 5,000,000	$ -	$ -	$ -	$ -
	TOTAL	700,000		35,000,000		-		-

► ***OUTPUT***

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Big Spring	*34.8%*	$ 4,015,437	=	$ 4,015,437	+	$ -	+	$ -
Howard County	*15.5%*	$ 1,784,499	=	$ 1,784,499	+	$ -	+	$ -
Big Spring ISD	*38.6%*	$ 4,451,786	=	$ 4,451,786	+	$ -	+	$ -
Howard College	*11.1%*	$ 1,281,320	=	$ 1,281,320	+	$ -	+	$ -
EDC	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
	100.0%	11,533,042		$ 11,533,042		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Big Spring	*100.0%*	$ 2,007,718	=	$ 2,007,718	+	$ -	+	$ -
Howard County	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Big Spring ISD	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Howard College	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
EDC	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
	100.0%	2,007,718		$ 2,007,718		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Big Spring	*21.1%*	$ 2,007,718	=	$ 2,007,718	+	$ -	+	$ -
Howard County	*18.7%*	$ 1,784,499	=	$ 1,784,499	+	$ -	+	$ -
Big Spring ISD	*46.7%*	$ 4,451,786	=	$ 4,451,786	+	$ -	+	$ -
Howard College	*13.5%*	$ 1,281,320	=	$ 1,281,320	+	$ -	+	$ -
EDC	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
	100.0%	9,525,323		$ 9,525,323		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

Tax Revenue Projections

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
TOTAL TAX REVENUE																							
REAL PROPERTY		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	
Industrial	Taxable Value Per SF	50	52	53	55	56	58	60	61	63	65	67	69	71	73	76	78	80	83	85	88	90	
	Cumulative Units	-	-	-	-	100,000	100,000	200,000	200,000	300,000	300,000	400,000	400,000	500,000	500,000	600,000	600,000	700,000	700,000	700,000	700,000	700,000	
	Retail Taxable Value	-	-	-	-	5,627,544	5,796,370	11,940,523	12,298,739	19,001,551	19,571,598	26,878,328	27,684,677	35,644,022	36,713,343	45,377,692	46,739,022	56,164,725	57,849,667	59,585,157	61,372,712	63,213,893		
	Taxable Value	-	-	-	-	5,627,544	5,796,370	11,940,523	12,298,739	19,001,551	19,571,598	26,878,328	27,684,677	35,644,022	36,713,343	45,377,692	46,739,022	56,164,725	57,849,667	59,585,157	61,372,712	63,213,893	
	PV																						GROSS
City of Big Spring	**1,747,816**	-	-	-	-	38,206	39,352	81,065	83,497	129,002	132,872	182,478	187,952	241,988	249,248	308,071	317,313	381,304	392,743	404,525	416,661	429,161	**4,015,437**
Howard County	**776,746**	-	-	-	-	16,979	17,488	36,026	37,107	57,330	59,050	81,095	83,528	107,542	110,768	136,909	141,017	169,455	174,539	179,775	185,168	190,723	**1,784,499**
Big Spring ISD	**1,937,747**	-	-	-	-	42,357	43,628	89,874	92,570	143,020	147,311	202,307	208,376	268,285	276,333	341,548	351,794	422,740	435,422	448,484	461,939	475,797	**4,451,786**
Howard College	**557,726**	-	-	-	-	12,191	12,557	25,868	26,644	41,164	42,399	58,228	59,975	77,218	79,535	98,305	101,254	121,674	125,324	129,083	132,956	136,945	**1,281,320**
Total	***5,020,035***	-	-	-	-	***109,733***	***113,025***	***232,832***	***239,817***	***370,517***	***381,632***	***524,108***	***539,832***	***695,033***	***715,884***	***884,833***	***911,378***	***1,095,172***	***1,128,027***	***1,161,868***	***1,196,724***	***1,232,626***	***11,533,042***
PERSONAL PROPERTY		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	
	Taxable Value Per SF																						
	Cumulative SF																						
	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	PV																						GROSS
City of Big Spring	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Howard County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Big Spring ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Howard College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	
	Sales Per SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Cumulative SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
																							GROSS
City of Big Spring		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
EDC		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	
SUMMARY																							
	PV																						GROSS
City of Big Spring	**1,747,816**	-	-	-	-	38,206	39,352	81,065	83,497	129,002	132,872	182,478	187,952	241,988	249,248	308,071	317,313	381,304	392,743	404,525	416,661	429,161	**4,015,437**
Howard County	**776,746**	-	-	-	-	16,979	17,488	36,026	37,107	57,330	59,050	81,095	83,528	107,542	110,768	136,909	141,017	169,455	174,539	179,775	185,168	190,723	**1,784,499**
Big Spring ISD	**1,937,747**	-	-	-	-	42,357	43,628	89,874	92,570	143,020	147,311	202,307	208,376	268,285	276,333	341,548	351,794	422,740	435,422	448,484	461,939	475,797	**4,451,786**
Howard College	**557,726**	-	-	-	-	12,191	12,557	25,868	26,644	41,164	42,399	58,228	59,975	77,218	79,535	98,305	101,254	121,674	125,324	129,083	132,956	136,945	**1,281,320**
EDC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	***5,020,035***	-	-	-	-	***109,733***	***113,025***	***232,832***	***239,817***	***370,517***	***381,632***	***524,108***	***539,832***	***695,033***	***715,884***	***884,833***	***911,378***	***1,095,172***	***1,128,027***	***1,161,868***	***1,196,724***	***1,232,626***	***11,533,042***

PARTICIPATION																							
REAL PROPERTY	*Taxable Value*	-	-	-	-	*5,627,544*	*5,796,370*	*11,940,523*	*12,298,739*	*19,001,551*	*19,571,598*	*26,878,328*	*27,684,677*	*35,644,022*	*36,713,343*	*45,377,692*	*46,739,022*	*56,164,725*	*57,849,667*	*59,585,157*	*61,372,712*	*63,213,893*	
	PV																						GROSS
City of Big Spring	**873,908**	-	-	-	-	19,103	19,676	40,532	41,748	64,501	66,436	91,239	93,976	120,994	124,624	154,035	158,656	190,652	196,372	202,263	208,331	214,581	**2,007,718**
Howard County	**-**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Big Spring ISD	**-**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Howard College	**-**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Total	***873.908***	-	-	-	-	***19,103***	***19,676***	***40,532***	***41,748***	***64,501***	***66,436***	***91,239***	***93,976***	***120,994***	***124,624***	***154,035***	***158,656***	***190,652***	***196,372***	***202,263***	***208,331***	***214,581***	***2,007.718***
PERSONAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	PV																						GROSS
City of Big Spring	**-**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Howard County	**-**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Big Spring ISD	**-**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Howard College	**-**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Total	**-**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
SALES TAX	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Big Spring		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
EDC		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Total	**-**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
SUMMARY																							
	PV																						GROSS
City of Big Spring	**873,908**	-	-	-	-	*19,103*	*19,676*	*40,532*	*41,748*	*64,501*	*66,436*	*91,239*	*93,976*	*120,994*	*124,624*	*154,035*	*158,656*	*190,652*	*196,372*	*202,263*	*208,331*	*214,581*	**2,007,718**
Howard County	**-**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Big Spring ISD	**-**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Howard College	**-**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
EDC	**-**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Total	***873.908***	-	-	-	-	***19,103***	***19,676***	***40,532***	***41,748***	***64,501***	***66,436***	***91,239***	***93,976***	***120,994***	***124,624***	***154,035***	***158,656***	***190,652***	***196,372***	***202,263***	***208,331***	***214,581***	***2,007.718***

TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																							
SUMMARY																							
	PV																						GROSS
City of Big Spring	**873,908**	-	-	-	-	19,103	19,676	40,532	41,748	64,501	66,436	91,239	93,976	120,994	124,624	154,035	158,656	190,652	196,372	202,263	208,331	214,581	**2,007,718**
Howard County	**776,746**	-	-	-	-	16,979	17,488	36,026	37,107	57,330	59,050	81,095	83,528	107,542	110,768	136,909	141,017	169,455	174,539	179,775	185,168	190,723	**1,784,499**
Big Spring ISD	**1,937,747**	-	-	-	-	42,357	43,628	89,874	92,570	143,020	147,311	202,307	208,376	268,285	276,333	341,548	351,794	422,740	435,422	448,484	461,939	475,797	**4,451,786**
Howard College	**557,726**	-	-	-	-	12,191	12,557	25,868	26,644	41,164	42,399	58,228	59,975	77,218	79,535	98,305	101,254	121,674	125,324	129,083	132,956	136,945	**1,281,320**
EDC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	***4,146.127***	-	-	-	-	***90,630***	***93,349***	***192,299***	***198,068***	***306,016***	***315,196***	***432,869***	***445,856***	***574,039***	***591,260***	***730,798***	***752,721***	***904,520***	***931,656***	***959,606***	***988,394***	***1,018,046***	***9,525.323***

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.00%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX			
City of Big Spring	0.6789030	50%	0.3394515
Howard County	0.3017110	0%	0.0000000
Big Spring ISD	0.7526780	0%	0.0000000
Howard College	0.2166370	0%	0.0000000
	1.9499290		*0.3394515*

BUSINESS PERSONAL PROPERTY TAX			
City of Big Spring	0.6789030	0%	0.0000000
Howard County	0.3017110	0%	0.0000000
Big Spring ISD	0.7526780	0%	0.0000000
Howard College	0.2166370	0%	0.0000000
	1.9499290		*0.0000000*

SALES TAX			
City of Big Spring	0.0150000	0%	0.0000000
EDC	0.0050000	0%	0.0000000
0	0.0200000	0%	0.0000000
0	0.0000000	0%	0.0000000
0	0.0000000	0%	0.0000000
	0.0400000		*0.0000000*

	TAX BASE YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
REVENUE YEAR	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**TOTALS**	
BASE YEAR																							
City of Big Spring	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Howard County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Big Spring ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Howard College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	2025 Base Value to be provided by Howard Central Appraisal District																						
TAXABLE VALUE																							
City of Big Spring		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Howard County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Big Spring ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Howard College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
TAXABLE VALUE INCREMENT																							
City of Big Spring		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Howard County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Big Spring ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Howard College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
REVENUE A																							
TAXABLE VALUE GROWTH																							
City of Big Spring		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Big Spring
Howard County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Howard County
Big Spring ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Big Spring ISD
Howard College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Howard College
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
REVENUE 1 - TIRZ 2																							
REAL PROPERTY TAX		0	0	0	5.627.544	5.796.370	11.940.523	12.298.739	19.001.551	19.571.598	26.878.328	27.684.677	35.644.022	36.713.343	45.377.692	46.739.022	56.164.725	57.849.667	59.585.157	61.372.712	63.213.893		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Big Spring		0	0	0	19,103	19,676	40,532	41,748	64,501	66,436	91,239	93,976	120,994	124,624	154,035	158,656	190,652	196,372	202,263	208,331	214,581	2,007,718	City of Big Spring
Howard County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Howard County
Big Spring ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Big Spring ISD
Howard College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Howard College
		0	**0**	**0**	**19,103**	**19,676**	**40,532**	**41,748**	**64,501**	**66,436**	**91,239**	**93,976**	**120,994**	**124,624**	**154,035**	**158,656**	**190,652**	**196,372**	**202,263**	**208,331**	**214,581**	**2,007,718**	
REVENUE A, 1		**0**	**0**	**0**	**19,103**	**19,676**	**40,532**	**41,748**	**64,501**	**66,436**	**91,239**	**93,976**	**120,994**	**124,624**	**154,035**	**158,656**	**190,652**	**196,372**	**202,263**	**208,331**	**214,581**	**2,007,718**	
Running Total		**0**	**0**	**0**	**19,103**	**38,779**	**79,311**	**121,059**	**185,560**	**251,996**	**343,235**	**437,211**	**558,205**	**682,829**	**836,865**	**995,521**	**1,186,173**	**1,382,545**	**1,584,807**	**1,793,138**	**2,007,718**		

GROSS 2,007,718

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045		
City of Big Spring	$ -	$ -	$ -	$ 19,103	$ 19,676	$ 40,532	$ 41,748	$ 64,501	$ 66,436	$ 91,239	$ 93,976	$ 120,994	$ 124,624	$ 154,035	$ 158,656	$ 190,652	$ 196,372	$ 202,263	$ 208,331	$ 214,581	2,007,718	City of Big Spring
Howard County	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Howard County
Big Spring ISD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Big Spring ISD
Howard College	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Howard College
EDC	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	EDC
	0	**0**	**0**	**19,103**	**19,676**	**40,532**	**41,748**	**64,501**	**66,436**	**91,239**	**93,976**	**120,994**	**124,624**	**154,035**	**158,656**	**190,652**	**196,372**	**202,263**	**208,331**	**214,581**	**2,007,718**	**TOTAL**

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.00%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX			
City of Big Spring	0.6789030	100%	0.6789030
Howard County	0.3017110	100%	0.3017110
Big Spring ISD	0.7526780	100%	0.7526780
Howard College	0.2166370	100%	0.2166370
	1.9499290		*1.9499290*

BUSINESS PERSONAL PROPERTY TAX			
City of Big Spring	0.6789030	100%	0.6789030
Howard County	0.3017110	100%	0.3017110
Big Spring ISD	0.7526780	100%	0.7526780
Howard College	0.2166370	100%	0.2166370
	1.9499290		*1.9499290*

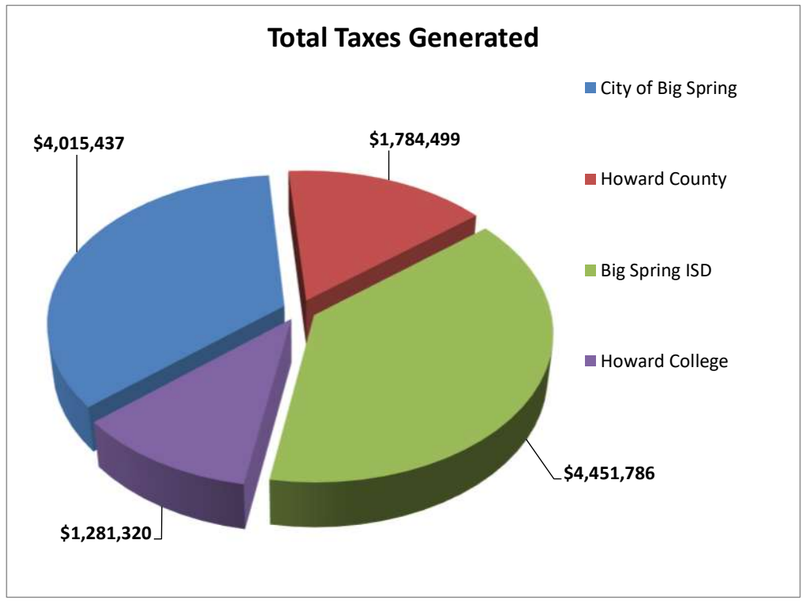
SALES TAX			
City of Big Spring	0.0150000	100%	0.0150000
EDC	0.0050000	100%	0.0050000
0	0.0200000	100%	0.0200000
0	0.0000000	100%	0.0000000
0	0.0000000	100%	0.0000000
	0.0400000		*0.0400000*

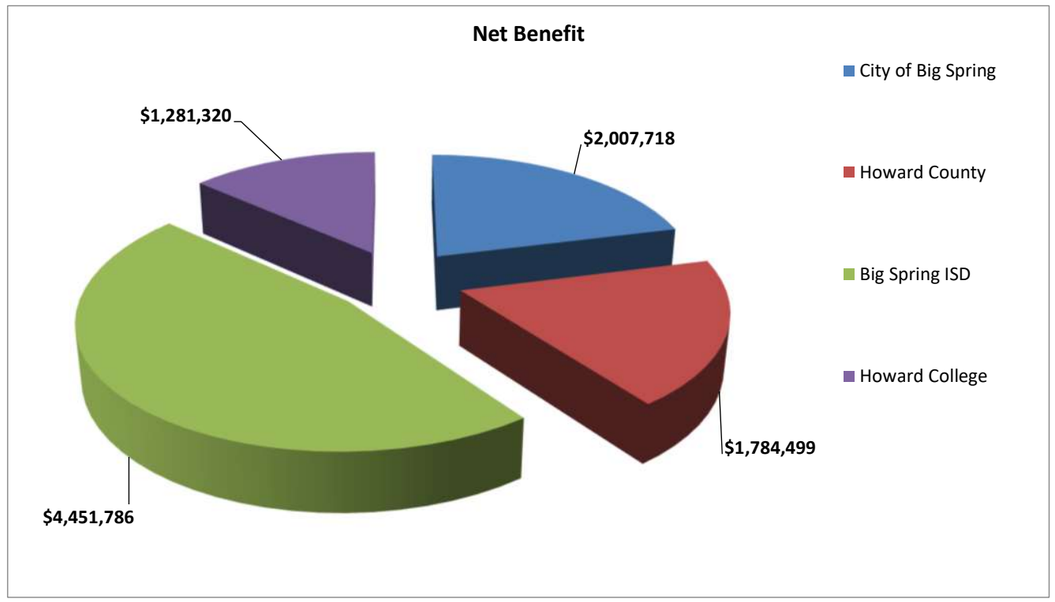
REVENUE YEAR	TAX BASE YEAR 2025	1 2026	2 2027	3 2028	4 2029	5 2030	6 2031	7 2032	8 2033	9 2034	10 2035	11 2036	12 2037	13 2038	14 2039	15 2040	16 2041	17 2042	18 2043	19 2044	20 2045	TOTALS	
BASE YEAR																							
City of Big Spring	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Howard County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Big Spring ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Howard College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	**2025 Base Value to be provided by Howard Central Appraisal District*																						
TAXABLE VALUE																							
City of Big Spring		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Howard County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Big Spring ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Howard College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
TAXABLE VALUE INCREMENT																							
City of Big Spring		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Howard County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Big Spring ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Howard College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
REVENUE A																							
TAXABLE VALUE GROWTH																							
City of Big Spring		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Big Spring
Howard County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Howard County
Big Spring ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Big Spring ISD
Howard College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Howard College
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
REVENUE 1 - TIRZ 2																							
REAL PROPERTY TAX		0	0	0	5,627,544	5,796,370	11,940,523	12,298,739	19,001,551	19,571,598	26,878,328	27,684,677	35,644,022	36,713,343	45,377,692	46,739,022	56,164,725	57,849,667	59,585,157	61,372,712	63,213,893		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Big Spring		0	0	0	38,206	39,352	81,065	83,497	129,002	132,872	182,478	187,952	241,988	249,248	308,071	317,313	381,304	392,743	404,525	416,661	429,161	4,015,437	City of Big Spring
Howard County		0	0	0	16,979	17,488	36,026	37,107	57,330	59,050	81,095	83,528	107,542	110,768	136,909	141,017	169,455	174,539	179,775	185,168	190,723	1,784,499	Howard County
Big Spring ISD		0	0	0	42,357	43,628	89,874	92,570	143,020	147,311	202,307	208,376	268,285	276,333	341,548	351,794	422,740	435,422	448,484	461,939	475,797	4,451,786	Big Spring ISD
Howard College		0	0	0	12,191	12,557	25,868	26,644	41,164	42,399	58,228	59,975	77,218	79,535	98,305	101,254	121,674	125,324	129,083	132,956	136,945	1,281,320	Howard College
		0	**0**	**0**	**109,733**	**113,025**	**232,832**	**239,817**	**370,517**	**381,632**	**524,108**	**539,832**	**695,033**	**715,884**	**884,833**	**911,378**	**1,095,172**	**1,128,027**	**1,161,868**	**1,196,724**	**1,232,626**	**11,533,042**	
REVENUE A, 1,		**0**	**0**	**0**	**109,733**	**113,025**	**232,832**	**239,817**	**370,517**	**381,632**	**524,108**	**539,832**	**695,033**	**715,884**	**884,833**	**911,378**	**1,095,172**	**1,128,027**	**1,161,868**	**1,196,724**	**1,232,626**	**11,533,042**	
Running Total		**0**	**0**	**0**	**109,733**	**222,758**	**455,590**	**695,407**	**1,065,923**	**1,447,556**	**1,971,664**	**2,511,495**	**3,206,529**	**3,922,413**	**4,807,246**	**5,718,623**	**6,813,796**	**7,941,823**	**9,103,691**	**10,300,416**	**11,533,042**		

GROSS	**11,533,042**	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045		
City of Big Spring		$ -	$ -	$ -	$ 38,206	$ 39,352	$ 81,065	$ 83,497	$ 129,002	$ 132,872	$ 182,478	$ 187,952	$ 241,988	$ 249,248	$ 308,071	$ 317,313	$ 381,304	$ 392,743	$ 404,525	$ 416,661	$ 429,161	4,015,437	City of Big Spring
Howard County		$ -	$ -	$ -	$ 16,979	$ 17,488	$ 36,026	$ 37,107	$ 57,330	$ 59,050	$ 81,095	$ 83,528	$ 107,542	$ 110,768	$ 136,909	$ 141,017	$ 169,455	$ 174,539	$ 179,775	$ 185,168	$ 190,723	1,784,499	Howard County
Big Spring ISD		$ -	$ -	$ -	$ 42,357	$ 43,628	$ 89,874	$ 92,570	$ 143,020	$ 147,311	$ 202,307	$ 208,376	$ 268,285	$ 276,333	$ 341,548	$ 351,794	$ 422,740	$ 435,422	$ 448,484	$ 461,939	$ 475,797	4,451,786	Big Spring ISD
Howard College		$ -	$ -	$ -	$ 12,191	$ 12,557	$ 25,868	$ 26,644	$ 41,164	$ 42,399	$ 58,228	$ 59,975	$ 77,218	$ 79,535	$ 98,305	$ 101,254	$ 121,674	$ 125,324	$ 129,083	$ 132,956	$ 136,945	1,281,320	Howard College
EDC		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	EDC
		0	**0**	**0**	**109,733**	**113,025**	**232,832**	**239,817**	**370,517**	**381,632**	**524,108**	**539,832**	**695,033**	**715,884**	**884,833**	**911,378**	**1,095,172**	**1,128,027**	**1,161,868**	**1,196,724**	**1,232,626**	**11,533,042**	**TOTAL**

Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	TIRZ Participation	Net Benefit
City of Big Spring	$4,015,437	$2,007,718	$2,007,718
Howard County	$1,784,499	$0	$1,784,499
Big Spring ISD	$4,451,786	$0	$4,451,786
Howard College	$1,281,320	$0	$1,281,320
Total	**$11,533,042**	$2,007,718	**$9,525,323**





Length of TIRZ #3 in Years:

The TIRZ has a 20 year term and is scheduled to end on December 31, 2045 (with the final year's tax increment to be collected by September 1, 2046).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

issue bonds;

impose taxes or fees;

exercise the power of eminent domain; or

give final approval to the Zone's project and financing plan.

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Acres	Legal	Owner
297545	443.61	SC 4 BK 33 1S 002 BLK/TRACT 33 1S 443.607 ACRES ACQ 07272017	CROSS ELL RANCH CORPORATION
297584	64.85	N/2 NE/4 LESS OF SC 9 BK 33 1S 058 BLK/TRACT 33 1S 64.85 ACRES ACQ 09282020	EDC
297585	62.62	S/2 NE/4 OF SC 9 BK 33 1S 059 BLK/TRACT 33 1S 62.62 ACRES ACQ 09282020	EDC
300723	40.089	SC 4 BK 33 1S 002 BLK/TRACT 33 1S 40.089 ACRES ACQ 102513	TEXAS DEPARTMENT OF TRANSPORTATION
301392	3.51	SC 4 BK 33 1S 002 BLK/TRACT 33 1S 3.51 ACRES ACQ 07272017	City of Big Spring
301391	5.37	SC 4 BK 33 1S 002 BLK/TRACT 33 1S 5.37 ACRES ACQ 07272017	City of Big Spring
	620.049		

Asbestos & Environmental Consulting, LLC.
P.O. Box 64086
Lubbock, Texas 79464
(806) 786-6935

AEC
Asbestos and Environmental Consulting, LLC

CONSULTING SERVICES CONTRACT

CLIENT:
Albert Belez
City of Big Spring, TX

Re: Demolition of West Airpark Facilities
- **Bldg 1115, 2010 Rickabaugh Dr (workshop)**
- **Bldg 1107, 2006 Rickabaugh Dr (SWAT training building)**
- **2000 Rickabaugh Dr (Flight Academy)**
- **Pump Station, Rickabaugh Dr**
- **Water Tank**

OVERVIEW: Asbestos and Environmental Consulting, LLC (AEC), proposes to provide bidding-phase services and constrction-phase services for the demolition project that includes the 5 facilities listed abaove.sted above for asbestos abatement.

This work shall be accomplished in accordance with United States Environmental Protection Agency (EPA) regulations associated with the Asbestos Hazard Emergency Response Act (AHERA), and the National Emission Standards for Hazardous Air Pollutants (NESHAPS) and the Department of State Health Services, and (DSHS) regulations associated with the Texas Asbestos Hazard Protection Act (TAHPA).

SCOPE OF SERVICES: We will provide asbestos consulting services as described in the attached "Terms of Agreement". Projects include scope of work for:

1. Prepare bidding documents for the 5 sites listed above:
2. Place advertisements in local newspaper.
3. Attend Pre-bid meeting / site tour for the 5 sites listed above.
4. Attend Bid Opening for the 5 sites listed above
5. Make recommendation for awarding asbestos abatement contract for the 5 sites listed above.
6. Make periodic site visits to the 5 sites to assure demolition meets city standards.

The OWNER is responsible for (1) paying for the newspaper advertisement(s) to bid, and (2) the State of Texas 10-day notification fee(s).

FEE: We will provide services as described in the attached "Terms of Agreement", Abatement project and "Overview" and "Scope of Services" noted above for a fee of:

1.	Bidding Phase	$3,000
2.	Demolition Phase	$2,500
	TOTAL	$5,500

THIS PROPOSAL IS VALID FOR 45 DAYS FROM SUBMITTAL

Asbestos & Environmental Consulting, LLC.
P.O. Box 64086
Lubbock, Texas 79464
(806) 786-6935

AEC
Asbestos and Environmental Consulting, LLC

TERMS OF AGREEMENT
BETWEEN Asbestos and Environmental Consulting, LLC. AND CLIENT

1. **AEC Responsibilities:** AEC shall review the requirements of the project furnished by the Client and shall arrive at a mutual understanding of such requirements with the Client. AEC shall assist the Client, if required, in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract and the form of Agreement between the Client and the Contractor. AEC shall assist the Client, if required, in obtaining and evaluating bids or negotiated proposals, and in awarding and preparing contracts for abatement. AEC shall assist the Client as necessary in connection with the Client's responsibility for filing the documents required for the approval of governmental authorities having jurisdiction over the Project. AEC shall provide an on-site air monitoring technician to collect Phase Contrast Microscopy (PCM) and/or Transmission Electron Microscopy (TEM) air samples as appropriate. AEC shall provide an on-site laboratory to analyze PCM samples. AEC shall perform Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. AEC shall NOT have control or charge of, and shall NOT be responsible for, abatement means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents

2. **Client Responsibilities:** The Client shall provide all available information regarding the requirements for this Project. The Client shall designate a representative authorized to act in the Client's behalf. The Client shall examine documents submitted by AEC, Inc. and shall render decisions pertaining thereto promptly. The Client shall review AEC, Inc.'s work for compliance with the Client's program. The Client shall issue written notification of any fault or defect in documents.

3. **Payments:** AEC shall invoice the Client for the "FEE" and "ADDITIONAL EXPENSES" immediately upon completion of services listed. Client agrees to pay each invoice within thirty (30) calendar days of receipt. Invoices unpaid after thirty (30) calendar days shall incur interest charges calculated at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted by applicable law) until paid. Client further agrees to all cost related to collection of all amounts due and unpaid after sixty (60) calendar days, including court cost and reasonable attorney's fees. Failure to make payment within thirty (30) calendar days of receipt of invoice shall constitute a release of AEC from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time. Payments of any invoice by the Client to AEC shall indicate the Client's satisfaction with services performed and not aware of any deficiencies in those services. No deductions shall be made from AEC's compensation due to any action by any other entity.

4. **Remedies**: In the event that either party breaches this Agreement, the other party shall be entitled to all rights and remedies at law or in equity, provided that the non-breaching party furnishes the other party with written notice of such breach and permits the other party to cure the same within (30) days in the case of a breach of obligation contained herein. All such notices shall be sent to the address in the manner as set forth in this Agreement.

5. **Termination of the Agreement**: This Agreement may be terminated by either party upon thirty (30) days written notice stating cause at which time the notified party may cure the default to continue the contract. AEC shall be compensated for all services performed prior to the termination date. Payment shall not release any caused action for damages for either party.

6. **Successors and Assigns**: This Agreement shall be binding not only on the parties to this Agreement, but also the parties' respective heirs, administrators, executors, assigns, all other legal representatives, successors and assigns.

7. **Agreement governed by the law of the State of Texas:** This agreement shall be governed by the laws of the State of Texas and be performable in Lubbock County, Texas.

Asbestos & Environmental Consulting, LLC.
P.O. Box 64086
Lubbock, Texas 79464
(806) 786-6935

AEC
Asbestos and Environmental Consulting, LLC

8. Counterparts: This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. This Agreement shall only be binding when one or more counterparts hereof, individually or taken together, shall bear signatures of the parties reflected hereon as signatories. Fax signatures shall be deemed original signatures for all purposes.

9. Further Documents: Each party shall cooperate and take such action as may be reasonably requested by another party in order to carry out the provisions and purpose of this Agreement.

10. Entire Agreement: This Agreement, together with the attached exhibits, constitutes the entire and complete contract of the parties, exclusive of any other oral or written communication.

Client:

_____
(Signature)

_____
(Typed Name)

_____
(Company)

_____
(Address)

_____
(City-State-Zip)

_____
(telephone)

_____
(email)

Date _____

Consultant:

Stephen A. Bennett

Stephen (Steve) Bennett, PE, AIC
Principal

Asbestos and Environmental Consulting, LLC.
P.O. Box 64086
Lubbock, Texas 79464

(806) 786-6935
sbennett.aec@gmail.com

Date November 3, 2025

Big Spring Fire Department

Memorandum

To: Mayor Robert Moore and Big Spring City Council
CC: Todd Darden, John Medina, Tami Davis, Sandy Smith
From: Jay Holt, Fire Chief
Date: November 11, 2025

Big Spring Fire Department is requesting approval to award a bid for the budgeted project of building a PPE Laundry facility at Fire Station 1. This facility will house 3 PPE Extractors, 3 PPE dryers as well as storage for all bunker gear and other firefighting equipment. We received 3 bids:

1) Triple Play Construction for $49,802.98
2) Kustom Services $57,948.53
3) TLC Construction Services $60,750.00

Staff recommends awarding bid to the lowest bidder, Triple Play Construction in the amount of $49,802.98 which comes in under budget.

1401 APRON DR, BIG SPRING, TX 79720
T 432-264-2304

INTEROFFICE MEMORANDUM

Date:	November 5, 2025
To:	Mayor Robert H. Moore, Big Spring City Council, and Todd Darden, City Manager
From:	John Medina, Assistant City Manager
Re:	Purchase Approval for Loader & Attachments for the Landfill

Action Requested: We are seeking the City Council's approval to acquire one (1) Wheeled CAT 926 Loader along with its attachments. This equipment features a landfill package designed to protect the underside from debris. The attachments include a loader rake, a set of construction forks, an angle broom, and a set of semi mill yard forks.

Background Information: This unit replaces Unit 9574, a 2016 John Deere 524K Wheel Loader that has been operated for 14,600 hours. Throughout its lifespan, Unit 9574 has accumulated total repair costs of $361,150.

Financial Considerations:

Expenditure amount requested:	$395,420.81
What fund/department account will this amount be drawn from?	Landfill/ 440
Budget amount:	$550,000
Would this expenditure be made within the budget for the current fiscal year?	Yes
Does this commit the City to spending funds beyond the current fiscal year? Explain.	No

Vendor Bids/Quotations: We have received two formal quotes. Yellowhouse Machinery, based in Midland, Texas, submitted a quote totaling $322,678.56 for a 624P loader. Meanwhile, Warren CAT, located in Odessa, Texas, provided a quote of $325,020.81 for a 938 loader. Both vendors offered pricing through the Sourcewell cooperative.

Budget: The approved budget for this acquisition is $550,000. Warren CAT is offering a trade-in of $22,000 for Unit 9574, which will be applied to the purchase. Additionally, Yellowhouse Machinery has submitted an offer of $20,000 for this unit.

Staff Opinion on Feasibility and Timeline: Currently, City staff respectfully requests approval to purchase the 938 loader from Warren CAT of Odessa, Texas. This unit is slightly more expensive. However, it can use the attachments that city staff require. The unit quoted by Yellowhouse Machinery cannot accommodate the attachments. Therefore, it does not meet the requested specifications.

Equipment **Specifications**

POWERTRAIN

- **Cat C7.1 ACERT engine**
  - Auto Idle Shut Down feature
  - Auto Engine RPM
  - Power Modes (Standard and Performance)
  - Power by Range (High power in range 4)
  - Tier 4 Final / Stage V compliant
  - Turbocharged and aftercooled
  - Filtered crankcase breather
  - Diesel particulate filter
  - Selective catalyst reduction
- **Dry type air cleaner**
- **Coolant protection to -34°C (-29°F)**
- **Fuel priming pump**, automatic
- **Fuel water separator**
- **Differential lock in front axle**
- **Axle seal guards**
- **Enclosed wet disc full hydraulic brakes**
- **Parking brake**, electric
- **Lubed-for-life driveshafts**
- **Hydrostatic transmission with electronic control**
  - Operator modes (TC, Hystat, Single Pedal, and Ice)
  - Directional shift aggressiveness (Fast, Medium, Slow)
  - Auto Rimpull control (adjusts wheel torque)
  - Creeper control (adjusts ground speed)
- **Single-plane cooling package** (wide, 6 fins per inch density)
- **Hydraulically driven demand cooling fan**
- **S·O·S port** – engine, coolant, transmission oil

HYDRAULICS

- **Automatic lift and bucket kickouts**, adjustable in-cab
- **Bucket and fork modes**, adjustable in-cab
- **Cylinder damping** at kickout and mechanical end stops
- **Fine mode control** (Fast, Medium, Slow) in Fork Mode
- **Hydraulic response setting** (Fast, Medium, Slow)
- **Hydraulic diagnostic connectors** and S·O·S ports
- **Hydraulic sight gauge**, visible
- **Load-sensing hydraulics and steering**
- **Seat-mounted hydraulic joystick controls**
- **Cat Payload** – 250 hours of demo

ELECTRICAL

- **Alternator**, 115-amp, heavy duty

- **12V power supply in cab** (2)
- **Batteries**, 1,000 CCA (2), 24-volt system with disconnect switch
- **Backup alarm**
- **Emergency shutdown switch**
- **LED rear stop and turn lights**
- **Heavy-duty gear reduction starter**
- **Product Link**
- **Remote jump-start post**
- **Resettable main and critical function breakers**
- **Roading lights**, front and rear

OPERATOR ENVIRONMENT

- **75 mm (3 in) retractable seatbelt**
- **Automatic temperature control**
- **Cab**, enclosed ROPS/FOPS, pressurized and sound-suppressed
- **Push to Start**
- **8-inch touchscreen**
- **Jog dial with screen control**
- **Programmable joystick**
- **Cup holders**
- **External mirrors** with lower parabolic section
- **Ground-level cab door release**
- **Hydraulic control lockout**
- **Interior cab lighting**, door-mounted
- **Lunch box storage**
- **Operator warning system indicators**
- **Radio-ready speakers**
- **Rear window defrost**, electric
- **Seat-mounted electronic implement controls**, adjustable
- **Sliding glass side windows**
- **Column-mounted multifunction control** (lights, wipers, turn signal)
- **Suspension seat**, fabric
- **Tilt steering wheel**
- **Tinted front glass**
- **Wet-arm wiper/washer**, 2-speed and intermittent, front
- **Wet-arm wiper/washer**, rear
- **Mounting provision**
- **Gauges:**
    - Digital hour meter, odometer, and tachometer
    - Digital ground speedometer and direction indicator
    - Engine coolant temperature gauge
    - Fuel and diesel exhaust fluid level indicator
    - Hydraulic oil temperature gauge

OTHER STANDARD EQUIPMENT

- **Large-access enclosure doors** with adjustable close/open force
- **Parallel lift loader linkage**
- **Recovery hitch with pin**
- **Remote-mounted lubrication points**
- **Vandalism protection** – lockable compartments
- **1,000-hour service intervals** (after initial 500 hours)

INTEROFFICE MEMORANDUM

Date:	November 5, 2025
To:	Mayor Robert H. Moore, Big Spring City Council, and Todd Darden, City Manager
From:	John Medina, Assistant City Manager
Re:	Purchase Approval for Loader

Action Requested: We are requesting the City Council's approval to procure one (1) Wheeled CAT 926 Loader for the Street Department.

Background Information: This unit is intended to replace Unit 9389, a 2011 John Deere 524K Wheel Loader that has been utilized for 10,600 hours. Throughout its operational life, Unit 9389 has accumulated total repair expenses of $237,694.00.

Financial Considerations:

Expenditure amount requested:	$221,208.34
What fund/department account will this amount be drawn from?	General Fund/Streets (320)
Budget Amount:	$225,000
Is this purchase a current-year expense?	Yes
Does the purchase commit spending funds beyond the current fiscal year?	No

Vendor Bids/Quotations: We obtained two formal quotes. Yellowhouse Machinery, located in Midland, Texas, has submitted a quote totaling $224,000 for a 524P loader. Meanwhile, Warren CAT from Odessa, Texas, provided a quote amounting to $221,208.34 for a 926 loader. Both vendors have offered pricing through the Sourcewell cooperative.

Budget: The approved budget for this acquisition amounts to $225,000. Warren CAT is proposing a trade-in of $25,000 for unit 9389, which will be applied to the purchase. Additionally, Yellowhouse Machinery has also presented an offer of $25,000 for this unit.

Staff Opinion on Feasibility and Timeline: City staff recommend accepting the low bid for the acquisition of the 926 loader from Warren CAT, located in Odessa, Texas, for a total of $221,208.34, along with a trade-in value of $25,000.

Equipment Specifications

Engine & Powertrain

- **Cat C7.1 ACERT engine**
  - Auto Idle Shut Down feature
  - Auto Engine RPM
  - Power Modes (Standard and Performance)
  - Power by Range (High power in range 4)
  - Tier 4 Final / Stage V compliant
  - Turbocharged and aftercooled
  - Filtered crankcase breather
  - Diesel particulate filter
  - Selective catalyst reduction
- **Dry type air cleaner**
- **Coolant protection to -34°C (-29°F)**
- **Fuel priming pump**, automatic
- **Fuel water separator**
- **Differential lock in the front axle**
- **Axle seal guards**
- **Enclosed wet disc full hydraulic brakes**
- **Parking brake**, electric
- **Lubed-for-life driveshafts**
- **Hydrostatic transmission with electronic control**
  - Operator modes (TC, Hystat, Single Pedal, and Ice)
  - Directional shift aggressiveness (Fast, Medium, Slow)
  - Auto Rimpull control (adjusts wheel torque)
  - Creeper control (adjusts ground speed)
- **Single-plane cooling package** (wide, six fins per inch density)
- **Hydraulically driven demand cooling fan**
- **S·O·S port** – engine, coolant, transmission oil

Hydraulics

- **Automatic lift and bucket kickouts**, adjustable in-cab
- **Bucket and fork modes**, adjustable in-cab
- **Cylinder damping** at kickout and mechanical end stops
- **Fine mode control** (Fast, Medium, Slow) in Fork Mode
- **Hydraulic response setting** (Fast, Medium, Slow)
- **Hydraulic diagnostic connectors** and S·O·S ports
- **Hydraulic sight gauge**, visible
- **Load-sensing hydraulics and steering**
- **Seat-mounted hydraulic joystick controls**
- **Cat Payload** – 250 hours of demo

Electrical System

- **Alternator**, 115-amp, heavy duty

- **12V power supply in cab** (2)
- **Batteries**, 1,000 CCA (2), 24-volt system with disconnect switch
- **Backup alarm**
- **Emergency shutdown switch**
- **LED rear stop and turn lights**
- **Heavy-duty gear reduction starter**
- **Product Link**
- **Remote jump-start post**
- **Resettable main and critical function breakers**
- **Roading lights**, front and rear

Cab & Operator Station

- **75 mm (3 in) retractable seatbelt**
- **Automatic temperature control**
- **Cab**, enclosed ROPS/FOPS, pressurized and sound-suppressed
- **Push to Start**
- **8-inch touchscreen**
- **Jog dial with screen control**
- **Programmable joystick**
- **Cup holders**
- **External mirrors** with lower parabolic section
- **Ground-level cab door release**
- **Hydraulic control lockout**
- **Interior cab lighting**, door-mounted
- **Lunch box storage**
- **Operator warning system indicators**
- **Radio-ready speakers**
- **Rear window defrost**, electric
- **Seat-mounted electronic implement controls**, adjustable
- **Sliding glass side windows**
- **Column-mounted multifunction control** (lights, wipers, turn signal)
- **Suspension seat**, fabric
- **Tilt steering wheel**
- **Tinted front glass**
- **Wet-arm wiper/washer**, 2-speed and intermittent, front
- **Wet-arm wiper/washer**, rear
- **Mounting provision**
- **Gauges:**
    - Digital hour meter, odometer, and tachometer
    - Digital ground speedometer and direction indicator
    - Engine coolant temperature gauge
    - Fuel and diesel exhaust fluid level indicator
    - Hydraulic oil temperature gauge

Other Standard Equipment

- **Large-access enclosure doors** with adjustable close/open force
- **Parallel lift loader linkage**
- **Recovery hitch with pin**
- **Remote-mounted lubrication points**
- **Vandalism protection** – lockable compartments
- **1,000-hour service intervals** (after initial 500 hours)

October 22, 2025

To: John Medina & Yolanda Bryant
City of Big Spring, TX

The Group Life/AD&D, Long Term Disability (LTD), and Voluntary Term Life/AD&D (VTL/VAD&D) is currently with Mutual of Omaha. The renewal date is January 1, 2026. Mutual of Omaha issued a 22% increase to the Group Life/AD&D due to claims loss. This benefit is paid by the City of Big Spring. The Group Long-Term Disability and the Voluntary Life/AD&D rates remained at current.

We requested proposals from the following carriers. The results are as follows:

1. UnitedHealthcare –
    a. Group Term Life/AD&D and Group LTD results in a 15.8% increase to the City of Big Spring
    b. Voluntary Term Life/AD&D lower than current
    c. Rates guaranteed until 2029
2. MetLife
    a. Group Term Life/AD&D and Group LTD results in a 5.5% decrease to the City of Big Spring
    b. Voluntary Term Life/AD&D matched current
    c. Rates guaranteed until 2029 for Life/AD&D and 2028 for LTD
3. The Standard
    a. Group Term Life/AD&D and Group LTD results in a 12.5% decrease to the City of Big Spring
    b. Voluntary Term Life/AD&D matched current
    c. Rates guaranteed until 2028
4. Principal – Declined to Quote
5. Unum – Declined to Quote
6. Guardian - Declined to Quote

Therefore, recommend the City of Big Spring to cancel the coverages with Mutual of Omaha and elect the benefits of Group Term Life/AD&D, Group Long-Term Disability and Voluntary Term Life/AD&D with The Standard (rate guarantee until 2028).

Special notes regarding The Standard:
- The VTL/VAD&D includes a one-time true open enrollment, which allows employees and dependents to enroll up to the Guarantee Issue without providing Evidence of Insurability. Attached is The Standard EOI form.
    - For those who apply above the guaranteed issue amount, please do not begin payroll deductions until The Standard has provided notification of approval or decline.
- The Standard will accommodate self-administered billing to keep your process the same as current.
- The Standard will accommodate VTL/VAD&D spouse's rates to be based upon the employee's age to match current rating structure.

We appreciate the opportunity to continue working with the City of Big Spring to assist with your employee benefit needs. We are happy to assist with other benefit needs as well. Should you have any questions, please advise.

Sincerely,

Becky Allaire

Becky Allaire, Executive Director

City of Big Spring
1/1/2026

	CURRENT Mutual of Omaha	RENEWAL Mutual of Omaha	UNITEDHEALTHCARE	MetLife	The Standard
	LIFE/AD&D	LIFE/AD&D	LIFE/AD&D	LIFE/AD&D	LIFE/AD&D
Class	All Full Time	All Full Time	All Full Time	All Full Time	All Full Time
Benefit	4 x Salary	4 x Salary	4 x Salary	4 x Salary	4 x Salary
GI Amount	$200,000	$200,000	$200,000	$200,000	$200,000
Maximum Benefit	$200,000	$200,000	$200,000	$200,000	$200,000
Contribution	Employer Paid	Employer Paid	Employer Paid	Employer Paid	Employer Paid
Tax Implicataion	Taxed on Benefit	Taxed on Benefit	Taxed on Benefit	Taxed on Benefit	Taxed on Benefit
Rate per $1000	0.144	0.176	0.175	0.149	0.130
		Guaranteed to Jan. 2028	*Guaranteed to Jan. 2029*	*Guaranteed to Jan. 2029*	*Guaranteed to Jan. 2028*
Estimated Volume	40177.75	40177.75	40177.75	40177.75	40177.75
Estimated Monthly Cost	$ 5,785.60	$ 7,071.28	$ 7,031.11	$ 5,986.48	$ 5,223.11
Estimated Annualized Cost	**$ 69,427.15**	**$ 84,855.41**	**$ 84,373.28**	**$ 71,837.82**	**$ 62,677.29**

	CURRENT Mutual of Omaha	RENEWAL Mutual of Omaha	UNITEDHEALTHCARE	MetLife	The Standard
	LTD	LTD	LTD	LTD	LTD
Class	All Full time	All Full time	All Full time	All Full time	All Full time
Benefit Percentage	60%	60%	60%	60%	60%
Maximum Monthly Benefit	$3,000	$3,000	$3,000	$3,000	$3,000
Elimination Period	180	180	180	180	180
Benefit Duration	SSNRA	SSNRA	SSNRA	SSNRA	SSNRA
Definition of Disability	2 Yr Own Occupation	2 Yr Own Occupation	2 Yr Own Occupation	2 Yr Own Occupation	2 Yr Own Occupation
Return to Work Incentive	Included	Included	Included	Included	Included
Pre-Existing	3\12	3\12	3\12	3\12	3\12
Mental Illness	24 Month Outpatient	24 Month Outpatient	24 Month Outpatient	24 Month Outpatient	24 Month Outpatient
Contribution	Employer Paid	Employer Paid	Employer Paid	Employer Paid	Employer Paid
Tax Implicataion	Taxed on Benefit	Taxed on Benefit	Taxed on Benefit	Taxed on Benefit	Taxed on Benefit
Rate	0.227	0.227	0.227	0.159	0.181
		Guaranteed to Jan. 2028	*Guaranteed to Jan. 2029*	*Guaranteed to Jan. 2028*	*Guaranteed to Jan. 2028*
Estimated Volume	9337.6	9337.6	9337.6	9337.6	9337.6
Estimated Monthly Cost	$ 2,119.64	$ 2,119.64	$ 2,119.64	$ 1,484.68	$ 1,690.11
Estimated Annualized Cost	**$ 25,435.62**	**$ 25,435.62**	**$ 25,435.62**	**$ 17,816.14**	**$ 20,281.27**

ANNUALIZED TOTALS:	**$ 94,862.77**	**$ 110,291.03**	**$ 109,808.90**	**$ 89,653.96**	**$ 82,958.56**

** The above spreadsheet is for comparable purposes only. The carrier proposals are considered firm with rates, languages and structures.

24 Month Lifetime on Mental Nervous and Drug/Alcohol Disorder for all carriers.

VOLUNTARY - Current & Renewal

	Voluntary Life with MUTUAL OF OMAHA
Class	All Full Time
Benefit	The lesser of 5x annual earnings or $500,000
GI Amount	$150,000
Maximum Benefit	The lesser of 5x annual earnings or $500,000

Age Brand	Rate Per $1,000
Under 30	$ 0.150
Age 30 - 34	$ 0.150
Age 35 - 39	$ 0.150
Age 40 - 44	$ 0.263
Age 45 - 49	$ 0.338
Age 50 - 54	$ 0.525
Age 55 - 59	$ 0.863
Age 60 - 64	$ 1.313
Age 65 - 69	$ 2.018
Age 70 - 74	$ 2.918

Spouse GI Benefit & Max	The lesser of 100% of EE Amount or $250,000 (GI $50,000)

Age Brand	Rate Per $1,000
Under 30	$ 0.150
Age 30 - 34	$ 0.150
Age 35 - 39	$ 0.150
Age 40 - 44	$ 0.263
Age 45 - 49	$ 0.338
Age 50 - 54	$ 0.525
Age 55 - 59	$ 0.863
Age 60 - 64	$ 1.313
Age 65 - 69	$ 2.018
Age 70 - 74	$ 2.918

Child Benefit & Max	$1,000 or $10,000
Rate per $1,000	$0.15

	AD&D Rate
Employee per $1,000	0.035
Spouse per $1,000	0.035
Child per $1,000	0.034

All Rates Guaranteed to Jan. 2028

VOLUNTARY

	Voluntary Life with UnitedHealthcare
	All Full Time
	The lesser of 5x annual earnings or $500,000
	$150,000
	The lesser of 5x annual earnings or $500,000

Age Brand	Rate Per $1,000
Under 30	$ 0.147
Age 30 - 34	$ 0.147
Age 35 - 39	$ 0.147
Age 40 - 44	$ 0.258
Age 45 - 49	$ 0.332
Age 50 - 54	$ 0.515
Age 55 - 59	$ 0.847
Age 60 - 64	$ 1.288
Age 65 - 69	$ 1.980
Age 70 - 74	$ 2.863

Spouse GI Benefit & Max	The lesser of 100% of EE Amount or $250,000 (GI $50,000)

Age Brand	Rate Per $1,000
Under 30	$ 0.147
Age 30 - 34	$ 0.147
Age 35 - 39	$ 0.147
Age 40 - 44	$ 0.258
Age 45 - 49	$ 0.332
Age 50 - 54	$ 0.515
Age 55 - 59	$ 0.847
Age 60 - 64	$ 1.288
Age 65 - 69	$ 1.980
Age 70 - 74	$ 2.863

Child Benefit & Max	$1,000 or $10,000
Rate per $1,000	$0.15

	AD&D Rate
Employee per $1,000	0.035
Spouse per $1,000	0.035
Child per $1,000	0.034

All Rates Guaranteed to Jan. 2029

VOLUNTARY

	Voluntary Life with MetLife
	All Full Time
	The lesser of 5x annual earnings or $500,000
	$150,000
	The lesser of 5x annual earnings or $500,000

Age Brand	Rate Per $1,000
Under 30	$ 0.150
Age 30 - 34	$ 0.150
Age 35 - 39	$ 0.150
Age 40 - 44	$ 0.263
Age 45 - 49	$ 0.338
Age 50 - 54	$ 0.525
Age 55 - 59	$ 0.086
Age 60 - 64	$ 1.313
Age 65 - 69	$ 2.018
Age 70 - 74	$ 2.918

Spouse GI Benefit & Max	The lesser of 100% of EE Amount or $250,000 (GI $50,000)

Age Brand	Rate Per $1,000
Under 30	$ 0.150
Age 30 - 34	$ 0.150
Age 35 - 39	$ 0.150
Age 40 - 44	$ 0.263
Age 45 - 49	$ 0.338
Age 50 - 54	$ 0.525
Age 55 - 59	$ 0.086
Age 60 - 64	$ 1.313
Age 65 - 69	$ 2.018
Age 70 - 74	$ 2.918

Child Benefit & Max	$1,000 or $10,000
Rate per $1,000	$0.182

	AD&D Rate
Employee per $1,000	0.021
Spouse per $1,000	0.021
Child per $1,000	0.051

All Rates Guaranteed to Jan. 2029

VOLUNTARY - Current & Renewal

	Voluntary Life with MUTUAL OF OMAHA
Class	All Full Time
Benefit	The lesser of 5x annual earnings or $500,000
GI Amount	$150,000
Maximum Benefit	The lesser of 5x annual earnings or $500,000

Age Brand		Rate Per $1,000
Under 30		$ 0.150
Age 30 - 34		$ 0.150
Age 35 - 39		$ 0.150
Age 40 - 44		$ 0.263
Age 45 - 49		$ 0.338
Age 50 - 54		$ 0.525
Age 55 - 59		$ 0.863
Age 60 - 64		$ 1.313
Age 65 - 69		$ 2.018
Age 70 - 74		$ 2.918

Spouse GI Benefit & Max		The lesser of 100% of EE Amount or $250,000 (GI $50,000)
Age Brand		Rate Per $1,000
Under 30		$ 0.150
Age 30 - 34		$ 0.150
Age 35 - 39		$ 0.150
Age 40 - 44		$ 0.263
Age 45 - 49		$ 0.338
Age 50 - 54		$ 0.525
Age 55 - 59		$ 0.863
Age 60 - 64		$ 1.313
Age 65 - 69		$ 2.018
Age 70 - 74		$ 2.918

Child Benefit & Max		$1,000 or $10,000
Rate per $1,000		$0.15

		AD&D Rate
Employee per $1,000		0.035
Spouse per $1,000		0.035
Child per $1,000		0.034

All Rates Guaranteed to Jan. 2028

VOLUNTARY

Voluntary Life with The Standard
All Full Time
The lesser of 5x annual earnings or $500,000
$150,000
The lesser of 5x annual earnings or $500,000

Age Brand		Rate Per $1,000
Under 30		$ 0.150
Age 30 - 34		$ 0.150
Age 35 - 39		$ 0.150
Age 40 - 44		$ 0.263
Age 45 - 49		$ 0.338
Age 50 - 54		$ 0.525
Age 55 - 59		$ 0.086
Age 60 - 64		$ 1.313
Age 65 - 69		$ 2.018
Age 70 - 74		$ 2.918

Spouse GI Benefit & Max		The lesser of 100% of EE Amount or $250,000 (GI $50,000)
Age Brand		Rate Per $1,000
Under 30		$ 0.150
Age 30 - 34		$ 0.150
Age 35 - 39		$ 0.150
Age 40 - 44		$ 0.263
Age 45 - 49		$ 0.338
Age 50 - 54		$ 0.525
Age 55 - 59		$ 0.086
Age 60 - 64		$ 1.313
Age 65 - 69		$ 2.018
Age 70 - 74		$ 2.918

Child Benefit & Max		$1,000 or $10,000
Rate per $1,000		$0.150

		AD&D Rate
Employee per $1,000		0.035
Spouse per $1,000		0.035
Child per $1,000		0.034

All Rates Guaranteed to Jan. 2028

Reset

STANDARD INSURANCE COMPANY
Employee Benefits - Underwriting
900 SW Fifth Ave. Portland, OR 97204-1282

Application for Group Insurance
For Use in Texas

Please type or print

REQUESTED EFFECTIVE DATE 01/01/2026

APPLICANT

Full Legal Name of Group (Exactly as it is to be shown in the policy.)
City of Big Spring

Street Address 310 Nolan Street

City Big Spring State TX Zip Code 79720

Phone No. (432) 264-2346 Fax No. ( ) Email ybryant@mybigspring.com

Group Contact Yolanda Bryant Contact's Title Payroll Administrator

Contact's Phone No. if different ( ) Contact's Fax No. if different ( )

Nature of Business municipality

INSURANCE COVERAGE REQUESTED

☐ Life Only	☑ Supplemental Life	☐ Dental/Employees	☐ Eye Care	☐ Accident*
☑ Life and AD&D	☐ Additional/Optional Life	☐ Dental/Employees and Dep(s)	☑ LTD	☐ Critical Illness*
☐ Dependent Life	☐ Stand Alone AD&D	☐ Dental/Orthodontia	☐ STD	☐ Hospital Indemnity*
☐ Statutory (State & Product)				☐

**I understand and agree if Applicant utilizes an enrollment platform not directly supported by The Standard, that Applicant is required to and will timely present to each enrollee appropriate disclosures and any state mandated fraud notices which are contained on the supplied enrollment form.*

OTHER INSURANCE

A. Does this insurance supplement other insurance? ☐ Yes ☑ No
If yes, specify for each line of coverage and Insurance Carrier:

B. Does this insurance replace existing insurance? ☑ Yes ☐ No
If yes, specify for each existing line of coverage: Group Life/AD&D, Vol Life/AD&D and Group LTD

- Please submit a copy of each in force policy, certificate or plan document.

Effective date of Prior Plan: 10/01/2021 Termination date of Prior Plan: 12/31/2025

ACTIVE WORK REQUIREMENT: A person must meet an Active Work requirement to become insured. Members who have not met an Active Work requirement are not insured until returning to work for one full day and meeting all other contractual requirements.

Initial: _____

Note: Some members who do not meet an Active Work requirement may be eligible for Waiver of Premium with a prior carrier.

***APPLICANT AGREES THAT:* I hereby apply for Group Insurance as provided in the attached proposal.**

The above information is true and correct to the best of the Applicant's knowledge and belief. It forms the basis for this request for group insurance.

If the requested insurance is acceptable to Standard Insurance Company under its current rules and practices and is legally permissible, a Group Policy will be issued in the language customarily used by Standard. It will be effective on the date determined by Standard. No producer has the authority to guarantee the acceptability of the requested insurance.

Standard may issue separate Group Policies if more than one coverage is requested in this Application. The insurance, if approved, will be subject to Standard Insurance Company's usual underwriting requirements, including the exclusions and limitations in the Group Policy and, if applicable, Evidence Of Insurability. The effective date of insurance for which a person is required to submit satisfactory Evidence Of Insurability will be determined in accordance with the terms of the Group Policy, subject to the Active Work requirement. No premiums will be collected or paid by the Applicant for such insurance until notification of approval.

No material describing coverage under the Group Policy will be distributed by the Applicant to any person to be insured without the prior written consent of Standard Insurance Company.

Premium rate quotations were based on data submitted to Standard. Final premium rates will be determined by the actual composition of the group.

The consideration for any Group Policy which may be issued is this Application and the payment of premiums. Payment of premium after receipt of the Group Policy is acceptance of the terms of the Group Policy.

This Application is made a part of the Group Policy.

Applicant authorizes the producer, broker of record, or consultant to receive information regarding the applicant's claims status and experience that the applicant has a right to receive and which is reasonably necessary to assist the applicant in conducting a review of the information.

_____
Signature and Title of Applicant's Authorized Representative

_____
Date
(Must be signed or submitted prior to the requested effective date.)

Initial Deposit $ _____

STANDARD INSURANCE COMPANY
Employee Benefits - Underwriting
900 SW Fifth Ave. Portland, OR 97204-1282

Receipt for Initial Deposit

Received from _____, an initial deposit of

$ _____* in connection with the Application for Group Insurance bearing the same date as this conditional receipt.

Date _____

This receipt is subject to the terms and conditions below.

Received By

_____ _____
Name Title

*All premium checks must be made payable to Standard Insurance Company.
Do not make check payable to the producer or leave payee blank.

Terms of Receipt (Please read carefully.)

If the requested insurance is acceptable to Standard Insurance Company under its current rules and practices and is legally permissible, a Group Policy will be issued in the language customarily used by Standard. It will be effective on the date determined by Standard. No producer has the authority to guarantee the acceptability of the requested insurance.

Standard may issue separate Group Policies if more than one coverage is requested in this Application. The insurance, if approved, will be subject to Standard Insurance Company's usual underwriting requirements, including the exclusions and limitations in the Group Policy and, if applicable, Evidence Of Insurability. The effective date of insurance for which a person is required to submit satisfactory Evidence Of Insurability will be determined in accordance with the terms of the Group Policy, subject to the Active Work requirement. No premiums will be collected or paid by the Applicant for such insurance until notification of approval.

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The consideration for any Group Policy which may be issued is this Application and the payment of premiums. Payment of premium after receipt of the Group Policy is acceptance of the terms of the Group Policy.

This Application is made a part of The Group Policy.

Print

MEMORANDUM

Date:	November 7, 2025
To:	Mayor Robert H. Moore, Big Spring City Council, and Todd Darden, City Manager
From:	John Medina, Assistant City Manager
Re:	2026 Stop Loss Plan Renewal

Overview

Stop Loss Insurance is a financial safeguard for the City's self-funded health plan. It protects the City from catastrophic claims by reimbursing the plan once claims exceed a specific deductible level. This coverage ensures the City can continue to provide stable, sustainable employee health benefits while mitigating the financial risk of large, unexpected medical expenses.

Renewal Summary

The City of Big Spring's current Stop Loss policy with ISU/Companion Life expires December 31, 2025. A Request for Proposal (RFP) was released to 15 stop loss carriers.

- Responses: 7 carriers submitted proposals, ranging from -1% to 31% above current terms.
- Declinations: 8 carriers declined to quote, citing uncompetitive positions—some as high as 80% above current.

ISU/Companion Life, the incumbent stop loss carrier, responded with a firm and binding renewal offer at 1.12% below current, resulting in a decrease in fixed cost of $5,034 annually.

- Attachment Point: Firmed at $2,938,705 (15.23% above current).
- Total Maximum Cost (Fixed + Attachment): $3,382,483 (12.78% above current).
- Lasers: None placed. A "no new laser" and 50% rate cap were established last plan year and remain in effect.

Additional Enhancements

SA Benefit Services has included Stop Loss IQ+ Analytics, a robust analytics platform provided at no cost to the City.

- The platform will be fully funded by SA Benefit Services and remain available as long as their services are utilized.
- The City of Big Spring, the Texas Health Benefits Pool, and SA Benefit Services will have full access to the data and reporting tools provided through this platform.

- This enhancement is designed to improve transparency in claims and reporting for the City's benefit plan.

Recommendation

SA Benefit Services and the Texas Health Benefits Pool recommend that the City of Big Spring renew Option 1 with ISU/Companion Life at the $90,000 specific deductible level, with the following terms:

- Convert from a 24/12 contract to a 36/12 term contract (providing expanded run-in coverage).
- No new lasers at renewal.
- 50% rate cap in place.

This renewal provides an estimated annual savings on fixed costs while modestly increasing the attachment point, ultimately offering broader coverage and enhanced data transparency for the City's 2026 plan year.

Recommended Action:
Approve renewal of the 2026 Stop Loss Plan with ISU/Companion Life at the $90,000 specific deductible level under the terms outlined above, effective January 1, 2026.

Firm Stop Loss Proposal

City of Big Spring

(Stop Loss Proposal ONLY)

Printed:
11/6/2025
5:50 PM CST

Presented By:
Mackenzie Anderson, CEO
323-419-2841
Email: manderson@sabenefitservices.com

Prepared By: Mackenzie Anderson
Phone: 323-419-2841
Email: manderson@sabenefitservices.com
www.sabenefitservices.com

Plan Sponsor: City of Big Spring
Effective: 01/01/2026

Stop Loss Terms		Current	Renewal	Option 2	Option 3
MGU (If MGU not identified then a direct carrier)		ISU	ISU	ISU	ISU
Stop Loss Carrier		Companion Life	Companion Life	Companion Life	Companion Life
Network		BCBS of TX	BCBS of TX	BCBS of TX	BCBS of TX
Months in Contract		12	12	12	12
Specific Terms					
Specific Deductible		$90,000	$90,000	$100,000	$110,000
Aggregating Specific Deductible		N/A	N/A	N/A	N/A
Maximum Coverage Limit		Unlimited	Unlimited	Unlimited	Unlimited
Contract		24/12	Paid (36/12)	Paid (36/12)	Paid (36/12)
Coverages		Med, Rx	Med, Rx	Med, Rx	Med, Rx
Run-In / Run-Out Limit		N/A	N/A	N/A	N/A
Terminal Liability Provision		No	No	No	No
Renewal Rate Cap (No New Laser)		Yes - 50%	Yes - 50%	Yes - 50%	Yes - 50%
Plan Mirroring Coordination approved		Yes	Yes	Yes	Yes
Advance Funding		Yes	Yes	Yes	Yes
Transplants Carved Out		No	No	No	No
Stop Loss IQ+ Analytics		No	SABS Value Add	SABS Value Add	SABS Value Add
Aggregate Terms					
Annual Maximum		$1,000,000	$1,000,000	$1,000,000	$1,000,000
Deductible Corridor		125%	125%	125%	125%
Contract		24/12	Paid (36/12)	Paid (36/12)	Paid (36/12)
Coverages		Med, Rx	Med, Rx	Med, Rx	Med, Rx
Aggregate Accomodation Quoted		No	No	No	No
Terminal Liability Provision Quoted		No	No	No	No
Run-In / Run-Out Limit		N/A	N/A	N/A	N/A
Stop Loss Premium (Fixed)					
Specific Composite	237	$151.39	$150.51	$143.99	$134.81
Annual Specific Premium		$430,553	$428,050	$409,508	$383,400
Aggregate Premium	237	$6.42	$5.53	$6.30	$6.75
Annual Aggregate Premium		$18,258	$15,727	$17,917	$19,197
Total Annual Premium		**$448,812**	**$443,778**	**$427,425**	**$402,597**
% Increase			**-1.12%**	**-4.77%**	**-10.30%**
Annual Fixed Cost		**$448,812**	**$ 443,777.76**	**$ 427,424.76**	**$ 402,596.64**
Aggregate Claim Liability					
Composite	237	$896.74	$1,033.30	$1,090.19	$1,090.95
Maximum Claim Liability		**$2,550,329**	**$2,938,705**	**$3,100,500**	**$3,102,662**
% Increase			**15.23%**	**21.57%**	**21.66%**
Fixed Cost and Maximum Claim Liability		**$2,999,140**	**$3,382,483**	**$3,527,925**	**$3,505,258**
% Increase			**12.78%**	**17.63%**	**16.88%**
Quote Status		-	FIRM	FIRM	FIRM
Firm Thru		-	November 17, 2025	November 17, 2025	November 17, 2025
Service Fee / Broker Commission (included in the rates)					
Service Fee - Paid to SA Benefit Services		6%	6%	6%	6%
Qualifications and Contingencies *Please review actual proposal contingencies regarding each stop loss carrier option.					

Prepared By: Mackenzie Anderson
Phone: 323-419-2841
Email: manderson@sabenefitservices.com
www.sabenefitservices.com

Plan Sponsor: City of Big Spring
Effective: 01/01/2026

Stop Loss Terms		Current	Option 4	Option 5	Option 6
MGU (If MGU not identified then a direct carrier)		ISU	ISLS	ISLS	ISLS
Stop Loss Carrier		Companion Life	Old Republic	Old Republic	Old Republic
Network		BCBS of TX	BCBS of TX	BCBS of TX	BCBS of TX
Months in Contract		12	12	12	12
Specific Terms					
Specific Deductible		$90,000	$90,000	$100,000	$110,000
Aggregating Specific Deductible		N/A	N/A	N/A	N/A
Maximum Coverage Limit		Unlimited	Unlimited	Unlimited	Unlimited
Contract		24/12	24/12	24/12	24/12
Coverages		Med, Rx	Med, Rx	Med, Rx	Med, Rx
Run-In / Run-Out Limit		N/A	N/A	N/A	N/A
Terminal Liability Provision		No	No	No	No
Renewal Rate Cap (No New Laser)		Yes - 50%	Yes - 50%	Yes - 50%	Yes - 50%
Plan Mirroring Coordination approved		Yes	Yes	Yes	Yes
Advance Funding		Yes	Yes	Yes	Yes
Transplants Carved Out		No	No	No	No
Stop Loss IQ+ Analytics		No	SABS Value Add	SABS Value Add	SABS Value Add
Aggregate Terms					
Annual Maximum		$1,000,000	$1,000,000	$1,000,000	$1,000,000
Deductible Corridor		125%	125%	125%	125%
Contract		24/12	24/12	24/12	24/12
Coverages		Med, Rx	Med, Rx	Med, Rx	Med, Rx
Aggregate Accomodation Quoted		No	No	No	No
Terminal Liability Provision Quoted		No	No	No	No
Run-In / Run-Out Limit		N/A	N/A	N/A	N/A
Stop Loss Premium (Fixed)					
Specific Composite	237	$151.39	$148.81	$140.78	$129.92
Annual Specific Premium		$430,553	$423,216	$400,378	$369,492
Aggregate Premium	237	$6.42	$6.33	$7.05	$7.71
Annual Aggregate Premium		$18,258	$18,003	$20,050	$21,927
Total Annual Premium		**$448,812**	**$441,218**	**$420,429**	**$391,420**
% Increase			**-1.69%**	**-6.32%**	**-12.79%**
Annual Fixed Cost		**$448,812**	**$ 441,218.16**	**$ 420,428.52**	**$ 391,419.72**
Aggregate Claim Liability					
Composite	237	$896.74	$1,006.01	$1,013.75	$1,019.76
Maximum Claim Liability		**$2,550,329**	**$2,861,092**	**$2,883,105**	**$2,900,197**
% Increase			**12.19%**	**13.05%**	**13.72%**
Fixed Cost and Maximum Claim Liability		**$2,999,140**	**$3,302,311**	**$3,303,534**	**$3,291,617**
% Increase			**10.11%**	**10.15%**	**9.75%**
Quote Status		-	FIRM	FIRM	FIRM
Firm Thru		-	November 14, 2025	November 14, 2025	November 14, 2025
Service Fee / Broker Commission (included in the rates)					
Service Fee - Paid to SA Benefit Services		6%	6%	6%	6%
Qualifications and Contingencies *Please review actual proposal contingencies regarding each stop loss carrier option.					

Carrier: Companion Life

Stop Loss Proposal for: City of Big Spring

Policy Period: 01/01/2026 – 12/31/2026

Administrator: Texas Health Benefits Pool

Proposal Number: 4

10199 Southside Boulevard, Suite 205
Jacksonville, FL 32256
Telephone: (904) 281-2151
Facsimile: (904) 281-0384

Underwriter:
Kim Angeletti
kangeletti@isu-inc.net

Marketing Representative:
John M. Lisa H.

SPECIFIC STOP LOSS COVERAGE		Renewal Option 1	Renewal Option 2	Renewal Option 3
Coverages		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Specific Deductible per Individual		$ 90,000	$ 100,000	$ 110,000
Contract Basis		Paid	Paid	Paid
Specific Advancement		Included	Included	Included
Specific Rate(s) Per Month	Enrollment			
Composite	237	$ 150.51	$ 143.99	$ 134.81
Estimated Monthly Premium		$ 35,671	$ 34,126	$ 31,950
Estimated Policy Period Premium		$ 428,050	$ 409,508	$ 383,400
Lifetime Reimbursement		Unlimited	Unlimited	Unlimited
Maximum Policy Period Reimbursement		Unlimited	Unlimited	Unlimited
Quoted Rate(s) include Commission of		0.00 %	0.00 %	0.00 %

AGGREGATE STOP LOSS COVERAGE		Renewal Option 1	Renewal Option 2	Renewal Option 3
Coverages		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Contract Basis		Paid	Paid	Paid
Loss Limit per Individual		$ 90,000	$ 100,000	$ 110,000
Maximum Policy Period Reimbursement		$ 1,000,000	$ 1,000,000	$ 1,000,000
Aggregate Corridor		125 %	125 %	125 %
Rate per Month	Enrollment			
Composite	237	$ 5.53	$ 6.30	$ 6.75
Combined Gross Monthly Rate		$ 5.53	$ 6.30	$ 6.75
Estimated Policy Period Premium		$ 15,727	$ 17,917	$ 19,197
Quoted Rate(s) include Commission of		0.00 %	0.00 %	0.00 %
Monthly Aggregate Claim Factors	Enrollment			
Medical, Rx Card				
Composite	237	$ 1,033.30	$ 1,090.19	$ 1,090.95
Composite	237	$ 1,033.30	$ 1,090.19	$ 1,090.95
Run-In Limited To		N/A	N/A	N/A
Aggregate Deductible		$ 2,938,705	$ 3,100,500	$ 3,102,662
Minimum Aggregate Deductible		$ 2,938,705	$ 3,100,500	$ 3,102,662
Expected Annual Claims		$ 2,350,964	$ 2,480,400	$ 2,482,130

OVERALL COST SUMMARY	Renewal Option 1	Renewal Option 2	Renewal Option 3
Total Fixed Cost	$ 443,777	$ 427,425	$ 402,597
Aggregate Variable	$ 2,938,705	$ 3,100,500	$ 3,102,662
Maximum Policy Period Liability	$ 3,382,482	$ 3,527,925	$ 3,505,259

Carrier: Companion Life

Stop Loss Proposal for: City of Big Spring

Policy Period: 01/01/2026 – 12/31/2026

Administrator: Texas Health Benefits Pool

Proposal Number: 4

10199 Southside Boulevard, Suite 205
Jacksonville, FL 32256
Telephone: (904) 281-2151
Facsimile: (904) 281-0384

Underwriter:
Kim Angeletti
kangeletti@isu-inc.net

Marketing Representative:
John M. Lisa H.

PROPOSAL QUALIFICATIONS AND CONTINGENCIES

Quoted terms and conditions are subject to possible revision based upon the receipt and review of the following Items:

- **Prior to any Carrier Stop Loss Application issuance, the signing Agent of Record must be appointed by the Carrier. For details on the appointment process, please contact your Marketing Representative.**
- The Carrier will be entitled to offset claim reimbursement to the Contract holder against Specific or Aggregate claim overpayments made by the Carrier which have not been repaid by the Contract holder.
- Any unfunded claims balance must be disclosed, otherwise such claims will not be considered eligible under the Stop Loss Policy.
- The large claimants have been medically reviewed and the comments from that review are included in this proposal.
- This Proposal Includes the CompanionCARE Gene Therapy Program. For additional details on the Program, please contact your local Marketing Representative.
- Claimants noted as termed or no longer covered by the medical plan will be excluded from coverage under the Stop Loss. We will require claimant names at disclosure.
- Our proposal is based on the use of the BCBS PPO network. We reserve the right to change our rates and factors. if the network changes or the initial enrollment varies by 10% or more from the enrollment shown on our proposal.
- We reserve the right to change the rates and factors should the initial enrollment vary by 10% or more from the enrollment shown on our proposal.
- The quote is based on the current participation and contribution levels remaining constant for the proposed policy period. Minimum participation level of 65% of all eligible employees is required.
- COBRA participation is limited to 5% or less.
- Subject to review and acceptance of Plan Document.
- This quote is based on the following Plan Design: Current benefit plan(s) and existing enrollment by plan. We reserve the right to adjust the aggregate factors if enrollment by plan changes by more than 10%.
- If the group acquires a new entity and adds those members to our policy, a completed and signed disclosure statement is required. Disclosure information, such as paid claims, enrollment and 50% reports may also be requested. Approval must be received before we will assume risk for the new members.
- Actively-at-Work Provision: Waived for individuals identified and approved by the Carrier and all other individuals covered on the Effective Date except for those individuals with serious claims known by the employer or the administrator, COBRA individuals, terminated individuals pending COBRA status, or Disabled individuals who have not been disclosed to us in writing.

10199 Southside Boulevard, Suite 205
Jacksonville, FL 32256
Telephone: (904) 281-2151
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Marketing Representative:
John M. Lisa H.

- DISCLOSURE STATEMENT NOT REQUIRED: A signed disclosure statement is not required; however, we will require disclosure information. Disclosure information will be accepted closer to the effective date and no later than 15 days after the effective date. Disclosure information will include pre-cert information, trigger diagnosis information, pended/denied claim information, 50% notice information and case management reports. All plan participants considered disabled (including but not limited to: STD, LT, salary continuance, FMLA, extension of benefits, COBRA, and leave of absence), whether employee or dependent, must also be disclosed along with claimants with prescription drug claims more than 50% of the lowest specific deductible or $2,000 per script. The quotation may require additional information and adjustments, (including lasers), regarding any claimant with a serious condition(s) that may be expected to exceed the selected retention.
- NO NEW LASER: This quote includes the ""No New Laser at Renewal"" option. Under this option, we will not place any new higher deductibles on any individual at the 01/01/2027 renewal. Rates and aggregating specific deductibles, if included, will not increase more than 50% assuming the specific deductible and contract type remain unchanged. Any lasers and/or contingencies placed as of the 01/01/2026 contract may be continued on any subsequent renewals. The carrier has the option to offer, modify or not offer a continuation of this option with subsequent renewals.
- FIRM OFFER: This offer is firm based on the disclosure information through 09/30/2025. The quote must be signed and accepted on or before 11/17/2025. If we do not receive a signed quote by 11/17/2025, we reserve the right to re-evaluate our offer.
-

Initial the selected proposal option (please initial both the selected Specific and Aggregate option):

Option	Specific	Aggregate
1	$ 90,000 / Paid	$ 90,000 / Paid
2	$ 100,000 / Paid	$ 100,000 / Paid
3	$ 110,000 / Paid	$ 110,000 / Paid

The Premium and Aggregate Deductibles are based on the data submitted. Any inaccurate or incomplete data submitted may require changes at final underwriting. We will not be bound by any typographical errors or omissions contained herein.

Date: _____ By: _____

Agent of Record or Administrator

Innovative Stop Loss Solutions

Stop Loss Proposal

Issued November 4, 2025 at 11:59 am

Group	**City of Big Spring**	Effective Date	**1/1/2026**	Quote	4445
Carrier	**Old Republic Insurance Company**	Proposal Date	**11/4/2025**	Proposal	8247
Issued To	**SA Benefit Services**	Underwriter	**Zach Clark**		

Specific covers Medical, Rx. **Aggregate covers Medical, Rx.**

Option		Option 2	Option 3	Option 4
Initial Box to Elect Option				
Specific Contract Basis		**24/12**	**24/12**	**24/12**
Specific Deductible		**90,000**	**100,000**	**110,000**
Maximum Reimbursement		Unlimited	Unlimited	Unlimited
Specific Rates	**Census**			
Composite	237	148.81	140.78	129.92
Estimated Annual Premium		**423,216**	**400,378**	**369,492**
Aggregate Contract Basis		**24/12**	**24/12**	**24/12**
Maximum Reimbursement		1,000,000	1,000,000	1,000,000
Aggregate Rate	**Census**			
Composite	237	6.33	7.05	7.71
Estimated Agg Premium		**18,003**	**20,050**	**21,927**
Total Attachment Point		**2,861,092**	**2,883,105**	**2,900,197**
Minimum Attachment Point		2,861,092	2,883,105	2,900,197
Run-In Limit		n/a	n/a	n/a
Aggregate Factors	**Census**			
Composite	237	1,006.01	1,013.75	1,019.76
Commission		**0.00%**	**0.00%**	**0.00%**
TPA Fees PEPM		**n/a**	**n/a**	**n/a**
Annual Fixed Costs		**441,218**	**420,429**	**391,420**
Annual Variable Costs		**2,861,092**	**2,883,105**	**2,900,197**
Maximum Annual Liability		**3,302,311**	**3,303,534**	**3,291,617**

Underwriter's Notes

This quotation is based upon the preliminary information provided. A review of updated or missing information may cause the rates to be revised or this quote may be withdrawn.

Innovative Stop Loss Solutions

Proposal Contingencies

Employer	**City of Big Spring**	Quote ID	4445
Eff. Date	**1/1/2026**	Proposal ID	8247

The terms of this offer are tentative and subject to change based on receipt, review and approval of the following:

- Proposal assumes the claims administrator for this proposal is: BCBS
- Assumes that the policyholder will access the following PPO Network: BCBS
- Proposal is based on the current / proposed benefit plans, submitted with the RFP & assumes the current participation level in the plan options. We reserve the right to re-rate if there is +/-10% change in enrollment, benefits or network.
- The rates and factors are based on data submitted. Any inaccurate or incomplete information submitted may require change at final underwriting. We will not be bound by any typographical errors or omissions.
- SIMULTANEOUS SPECIFIC REIMBURSEMENT
  Provision is included in this proposal. Full terms of the provision are outlined in the endorsement.
- NO NEW LASER RATE CAP
  Is included in the proposal. Maximum rate increase on renewal will not exceed 50% and no claimants will be subject to a higher Individual Specific Deductible. Full terms of the provision are outlined in the rider. This is subject to med review and can be removed.
- THIS PROPOSAL IS CONSIDERED FIRM AND FINAL
  Written acceptance of this proposal, along with a signed disclosure statement must be received by the underwriter by 11/14/2025.

- All claimants reported in the request for proposal as being deceased, terminated, waived or not covered are excluded from stop loss coverage.
- Proposal assumes producer holds adequate licensure in the situs state. License will be required to be appointed by the carrier.
- PLAN MIRRORING
  Included in this proposal upon full review and acceptance of the Policyholder's complete Plan Document.
- Administration costs, PBM rebates, and network access fee are not eligible under the Stop Loss coverage.
- Rates and Factors are based on inclusion of Stop Loss IQ+ Analytics. Should Stop Loss IQ+ Analytics not be implemented or terminate during the policy years rates are subject to change.

BIG SPRING
TEXAS

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: Monday, November 17, 2025

Subject: Golf Course RFP

Action Requested: Authorizing the City Manager or His Designee to Negotiate an Agreement for Food/Beverage Services at the Comanche Trail Golf Course.

Background Information: The City of Big Spring sent out a request for proposal (RFP) to seek interested parties to serve hot food and beverage at the Comanche Trails Golf Course. We received one proposal and would request the City of Big Spring to negotiate an agreement to begin services.

Staff recommendation: It is Staff's recommendation to explore this proposal and negotiate an agreement.

Cover Letter

10 / 9 / 2025
City of Big Spring
Comanche Trail Golf Course
310 Nolan St
Big Spring, TX, 79720

Subject: Comanche Trail Municipal Golf Course (RFP Number:25-026)

Dear City Council

We are pleased to submit our proposal in response to the Comanche Trail Hospitality Program (RFP Number:25-026) issued by the City of Big Spring. At Agapito Cerda Inc, we specialize in creating hospitality programs, services, and businesses that exceed the public's expectations and are confident in our ability to deliver exceptional results aligned with your goals.

This proposal outlines our approach, qualifications, and commitment to meeting the requirements set forth in the RFP. We look forward to the opportunity to collaborate and deliver outstanding value and service to the city of Big Spring and the golfing community.

Thank you for considering our proposal. Please feel free to reach out to Jacob Cerda at JacobC_08@hotmail.com or 432-816-5822 for any clarifications or further discussion.

Sincerely,
Jacob Cerda
Chief Financial Officer
Agapito Cerda Inc.

Executive Summary

- **Overview of Proposal**: Upon reviewing the Comanche Trail Golf Course and the services it currently provides, our company has found that it severely lacks in products, entertainment, and convenience. We feel that Agapito Cerda Inc can not only bridge the gap in hospitality but create an experience that excels many golf courses across the state, giving the city of Big Spring a true gem.

- **Key Solutions and Benefits**: By immediately implementing a permanent food trailer that delivers fresh products daily, convenient payment methods, and beverage cart services, this will greatly increase the hospitality expected of a high traffic golf course resulting in not only repeat visitors but much higher yearly revenues and memberships.

- **Commitment Statement**: At Agapito Cerda Inc we have done extensive online research, talked with many frequent golfers, and discussed feedback with a variety of golf related companies on how best to execute a hospitality program in not only the golfing community but recreational parks in general.

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1. Executive Summary
2. Introduction
3. Company Overview
4. Project Understanding
5. Proposed Solution/Approach
6. Implementation Plan
7. Team Qualifications
8. Pricing and Cost Structure
9. References

Introduction

- **Purpose**: We ask the council and people of Big Spring to support us in bringing a world class hospitality food and beverage program to service the Comanche Trail Park, Aquatic Center, and Municipal Golf Course. Our goal is to serve a diverse menu, mobile beverage cart service, and provide convenience for the public.

- **Background Information**: Our company is Agapito Cerda Inc , which started in 2012. Our personnel includes 3 generations of family, with its most recent graduate coming from Texas Tech's Restaurant Hotel Management program, and who has been serving the community of Big Spring at Alberto's since 1974. Our other businesses include Devour in the heart of downtown Big Spring and Mobile ATM Service which has helped many events to flourish since 2014. Our most recent endeavor will be a Japanese Hibachi restaurant named Yasumi set to open in November.

Company Overview

- **History and Background**: Agapito Cerda Inc has been providing food and beverages since 2012 and strives to not only be highly competitive but also become a multi-role hospitality corporation.

Project Understanding

- **Summary of Requirements**: We feel the parks hospitality program must include diverse and concise food and beverage options, with over 20 products, and willingness to take the consumer feedback.

- **Goals and Objectives**: Consistent DAILY operations resulting in an all around better experience and most importantly, repeat customers.

Proposed Solution/Approach

- **Description of Solution**: We intend to use a 24-foot food trailer with brick oven capabilities, high end beverage cart services, and consistent well-trained staff daily from 7 am to 7 pm. (Negotiable)

- **Product Delivery/Pickup**: All food and beverage will be offered on site at the food trailer. Mobile Beverage Cart services will also be offered with a selection of concession items. A website with QR code will be provided for call ahead ordering and quicker service.

- **On Sale/Off Sale Plan**- The course currently allows BYOB of beer. We would be open to continue and allow this if it conforms with TABC regulation and doesn't prevent the acquisition of an On-Premise consumption license.

- **Innovation and Differentiators**: The extensive research in popular products combined with our experience in staffing, storage, and ordering will allow for consistent full service of products.

- **Alignment with Client Objectives**: This approach allows our staff to give the customers a 'restaurant style' experience on the golf course.

Implementation Plan

- **Timeline**: Our goal is to start providing basic food and drink services along with mobile cart starting in November. With the city's approval, we would also like to start the process of applying for a Mixed Beverage permit (approval typically being in 2-3 months by the State of Texas).

- **Methodology**: We will use strategic positioning and scheduled timing to meet the public's needs for regular events such as tournaments and festivals.

- **Risk Management**: The isolated location does pose a slight risk to customer awareness and product delivery but will be overcome by high level marketing, product consistency, and word of mouth.

Team Qualifications

- **Key Personnel**: Team members include:
- Pete Cerda-65 yrs old, 35 yrs of infrastructure, I.T. and ATM services
- Jeremy Cerda -39 yrs old, Daily Operations Management, 30 years of food & beverage service
- Gene Rodriguez- 45 yrs old, 30 yrs in Culinary Arts, and Construction Services
- Jacob Cerda-35 yrs old, Texas Tech Restaurant Hotel Management, 20 years in food and beverage services along with I.T. Infrastructure and Business Design.

- **Organizational Structure**: Pete Cerda,CEO, phone number 432-416-0013, email Cerda.P@hotmail.com
- Jeremy Cerda, Operations Manager, phone number 432-816-3894, email Jeremycerda_04@hotmail.com
- Gene Rodriguez, Operations Manager & Construction, phone number 432-599-8459

- Jacob Cerda, Chief Financial Officer & I.T. , phone number 432-816-5822, email JacobC_08@hotmail.com

---

Pricing and Cost Structure

- **Cost Breakdown**: This project will require over $100,000 investment from Agapito Cerda Inc for Food Trailer(purchased), Beverage Cart(purchased), Kitchen Equipment(purchased), and staffing of at least 10 people (currently on payroll). Our corporation currently has all liquidity needed for this project and will not need any outside investment. In the event that more investment is needed, we are in exceptional standing with our financial institution State National Bank and can easily obtain private investment from multiple sources. We are asking that the city provide a 40x40 concrete slab foundation, metal awning with misting system, outdoor rated TV, high ball net catcher, 20x10 storage room, and utility connections.

- **Payment Terms**: We are open to negotiations for the city's compensation which will be discussed at a later date upon approval of the project.

- **Expected Revenue:** Upon all research we project daily gross sales to average $2500, with peak summer days at $5000 and slower winter days at $1000

- **Compliance and Safety:** All employee and team members will be required to complete TABC certification and Food Handlers courses to comply with city and state laws/regulations. "Secret Shopper" methods will also be implemented for routine checks and grading. All of our current locations have repeatedly demonstrated the ability to obtain a Food and Beverage license with the State of Texas and comply with all local ADA/Fire Code requirements.

- **Point of Sale**: Commerce will be conducted on site and mobile through Shift4's Skytab POS, accepting credit cards and cash.

References

- Bob Price- 432-517-0269, price_bob@crcom.net -Business associate, past real estate transactions
- Thaddeus McCallister- 432466-4906, tmccalister@pathway-hc.org customer , Pathway Academy
- Jason Brock- 432-816-4047, Jason.brock@hotmail.com , golf association
- Vince Hatfield- 432-213-1806, VHhatfield@basin-net.net.com , customer, business owner
- Rogelio Cervantes-432-413-5881, rcervantes@ewsconsulting.com, customer, business consultant

DELIVER
RESULTS
CAFE EXPRESS
BOOST SALES

Caddy Shack

Comanche Trail

GOLF COURSE

- STARTERS -

CHUBS ALLIGATOR BITES
PARMESAN FRIES
FRITTER GOLF BALLS
CHEESE STICKS
FRIED PICKLES

- MAINES -

HAPPY'S CLUB SANDWICH
BRISKET GRILLED CHEESE
SHOOTERS SMASH BURGER
BAD BUNNY STREET DOG
OSCARS CORN DOG
BRICK OVEN PIZZA (BY THE SLICE)
HOLE IN ONE NACHOS

- DESSERTS -

PAR-FECT BROWNIE BITES
BLUEBERRY JUBILEE

Convenience

-SNACKS-

BEEF JERKY
PICKLE
SALTED PEANUTS
GRANOLA BAR
TRAIL MIX
TWANG SALT

-BEVERAGES-

WATER
GATORADE
COKE
DR PEPPER
DIET COKE
BIG RED
LEMONADE
SWEET /UNSWEETENED TEA
ORANGE JUICE
CRANBERRY
COFFEE
BLOODY MARY MIX
RED BULL
COCONUT WATER

- BEER/MALT -

BUD LIGHT
COORS LITE
CORONA EXTRA
DOS XX LAGER
MILLER LITE
MICHELOB ULTRA
TWISTED TEA

- CHIPS -

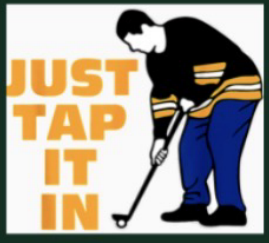
DORITOS
PRINGLES
CHEETOS
FLAMING HOT CHEETOS
PRETZELS
COOL RANCH
RUFFLES
FRITOS
LAYS POTATO CHIPS
FUNYUNS
RUFFLES BBQ

- CANDY -

SNICKERS
KIT-KAT
REESE'S
TWIX
BUTTERFINGERS
M&M'S
SKITTLES
STARBURST
AIRHEADS

- LIQUOR -

CROWN ROYAL
CROWN APPLE
JACK DANIELS
TITOS
MALIBU
FIREBALL
JOSE CUERVO



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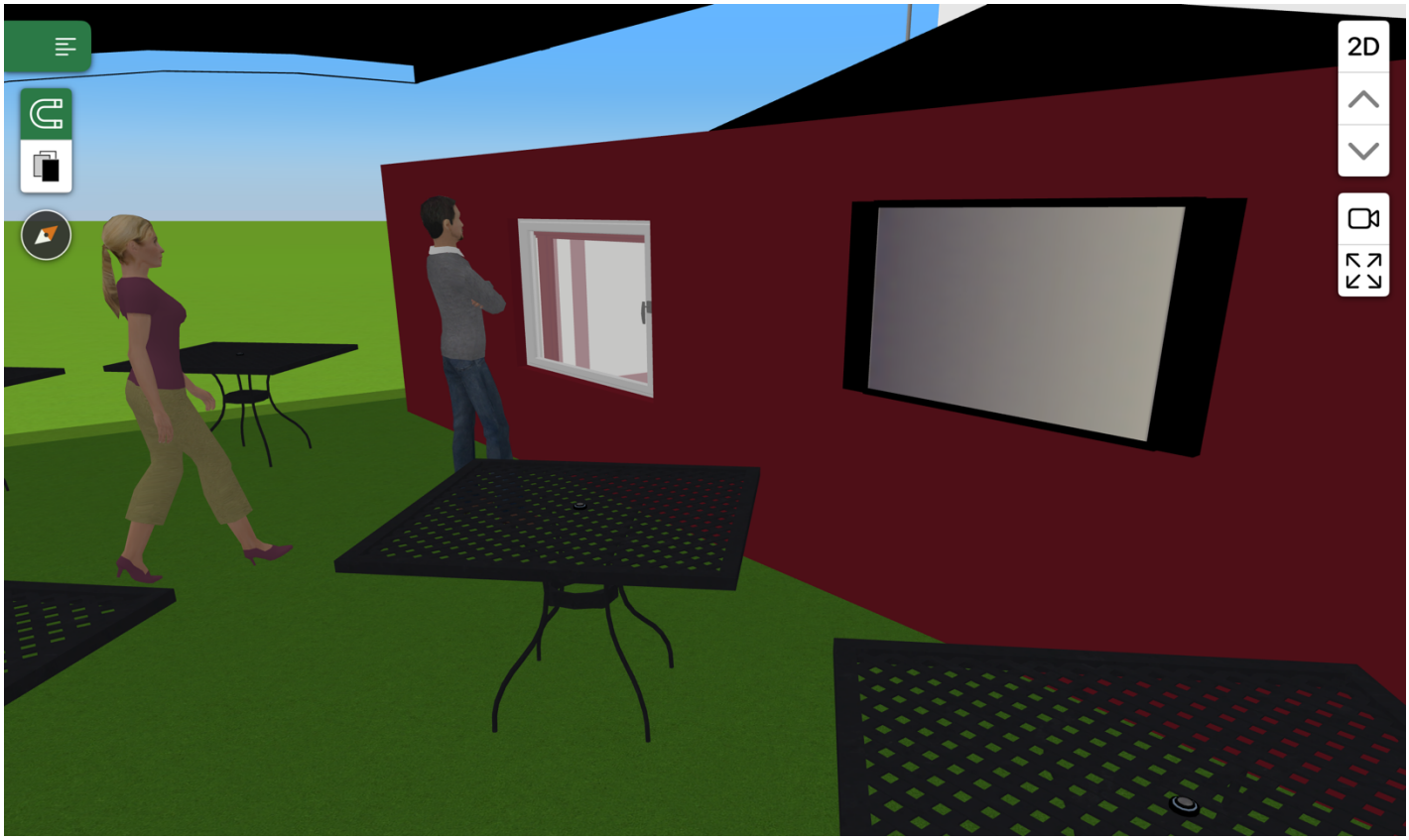
2D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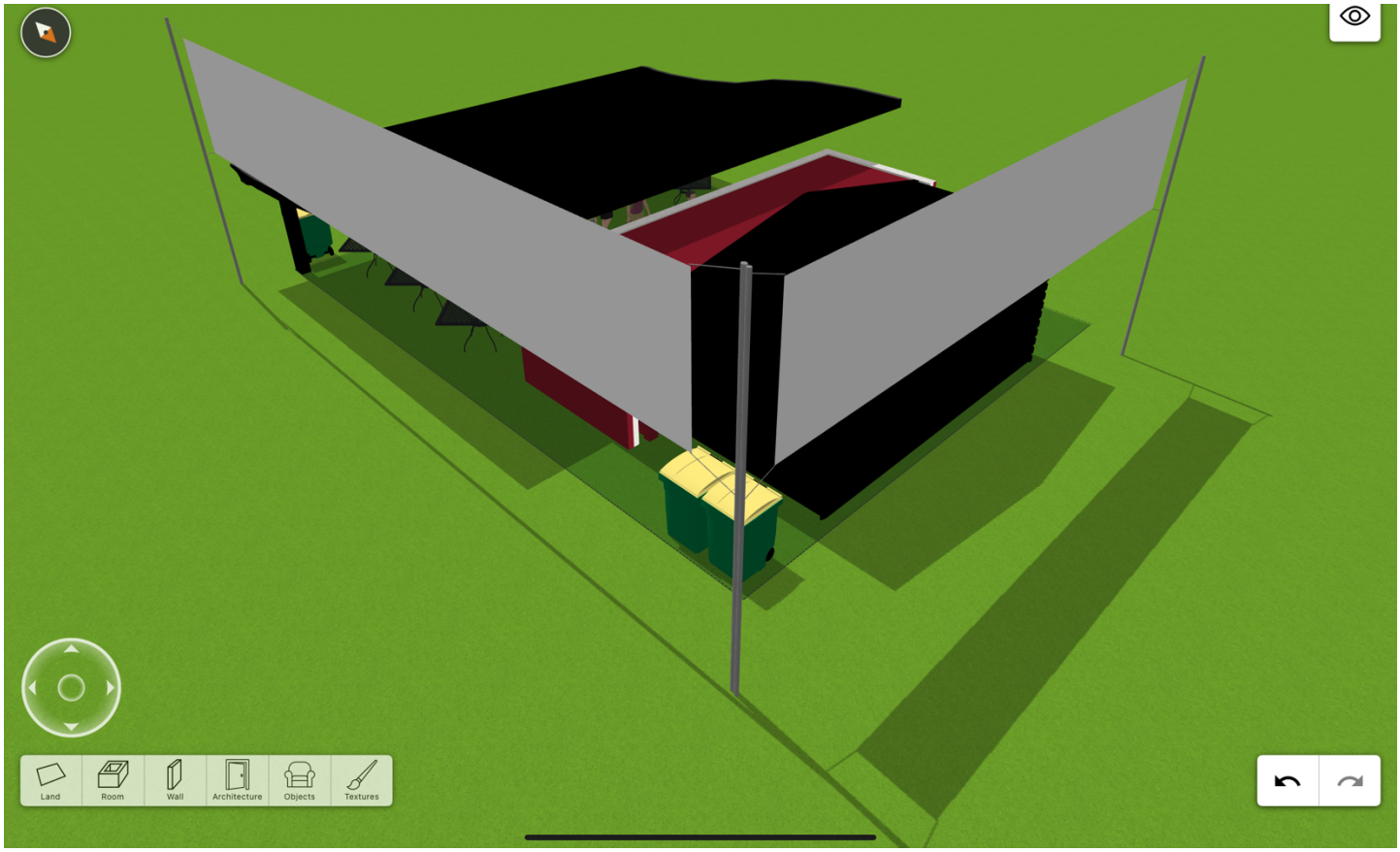
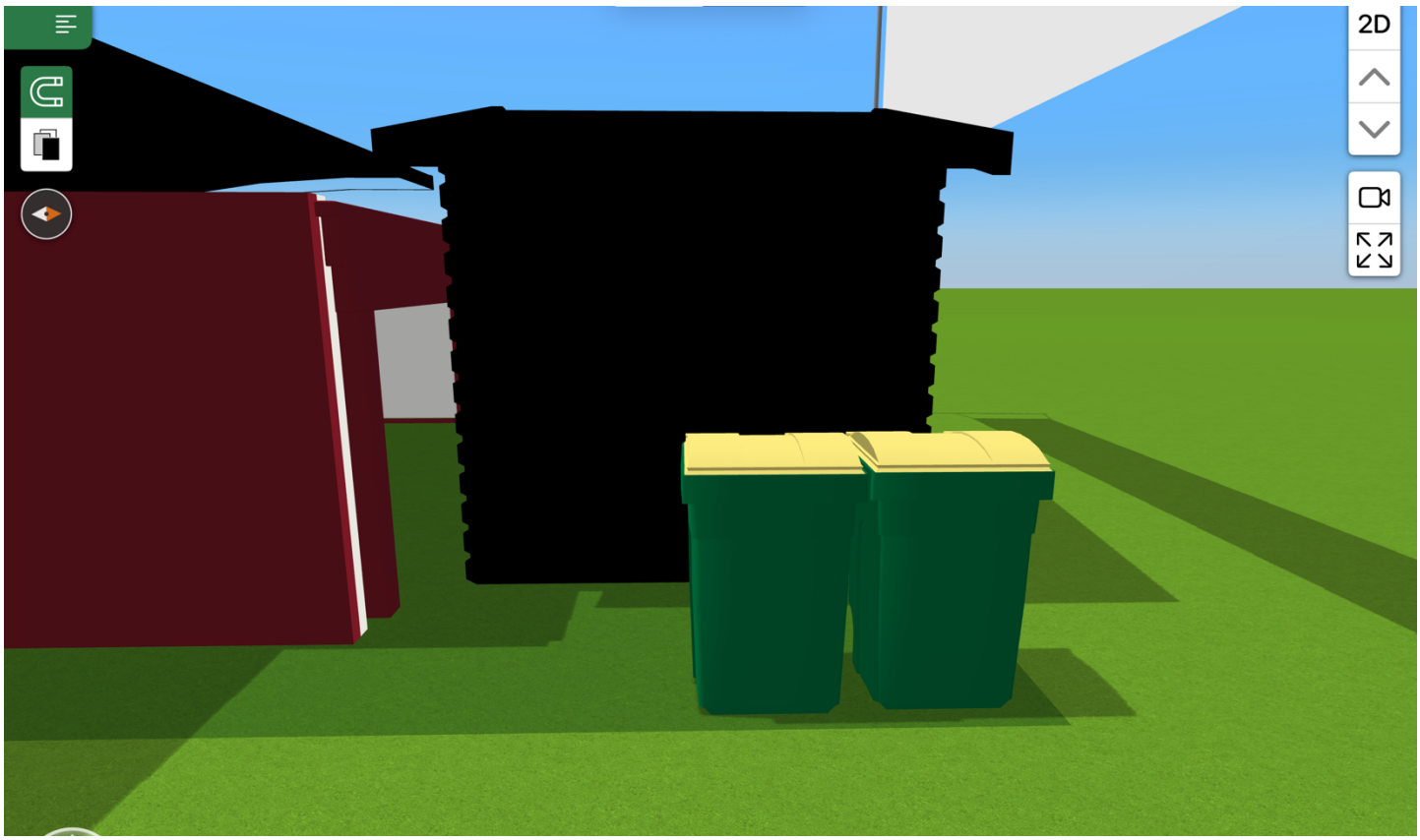

Land
Room
Wall
Architecture
Objects
Textures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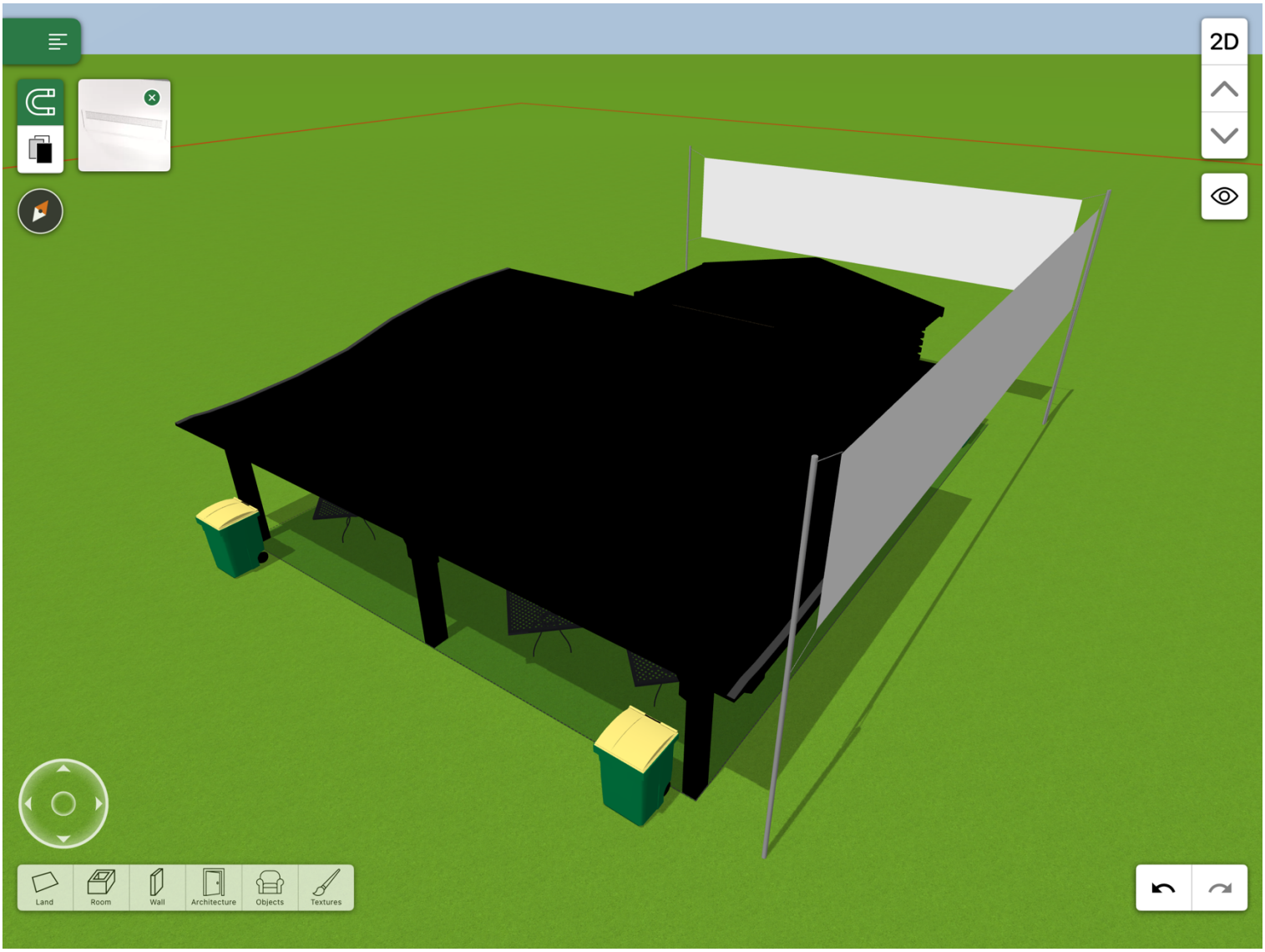
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Comanche Trail

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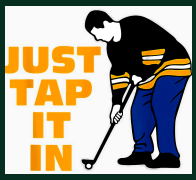

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, ESTABLISHING TEXAS CLASS AS AN AUTHORIZED INVESTMENT AND AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR PARTICIPATION IN TEXAS CLASS; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Public Funds Investment Act, Texas Government Code, Section 2256.001 et seq. (the Act) requires the governing body of each local government in this state to adopt investment policies in accordance with the terms of the Act; and

WHEREAS, pursuant to the requirements of the Act, the City Council of the City of Big Spring, Texas (the Local Government) has previously reviewed and adopted an investment policy (the Policy) that provides in part that the funds of the local government will be invested in investments permitted by the Act in order to: (i) invest only in investments legally permitted under Texas law; (ii) minimize risk by managing portfolio investments so as to preserve principal and maintain a stable net asset value; (iii) manage portfolio investments to ensure that cash will be available as required to finance operations; and (iv) maximize current income to the degree consistent with legality, safety, and liquidity; and

WHEREAS, pursuant to the Policy and the Act, the Local Government has appointed The City Manager, Assistant City Manager and Director of Finance to act as the investment officer of the Local Government; and

WHEREAS, the Act provides that funds under the control of a Local Government may be invested through investment pools meeting the standards of Section 2256.016 of the Act; and

WHEREAS, the Local Government has received and reviewed the Information Statement, dated April 2021 (the Information Statement), of Texas Cooperative Liquid Assets Securities System Trust (the Program), an investment pool administered by Public Trust Advisors, LLC that sets forth the information required by Section 2256.016(b) of the Act; and

WHEREAS, the Local Government has determined that the investments proposed to be acquired by the Program are of a type that are permitted by the Act and are consistent with the Policy; and

WHEREAS, the Local Government has determined that an investment in the Program will assist the Local Government in achieving the goals set forth in the Policy and will tend to preclude

imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and

WHEREAS, the Local Government understands that the Program operates through the Ninth Amended and Restated Trust Agreement dated as of February 25, 2021 (the Trust Agreement – Exhibit A), that provides the terms on which the Program will operate and the rights of the Participants in the Program and sets forth the responsibilities of Public Trust Advisors, LLC as the administrator of the Program (the Administrator) and of UMB Bank as custodian (the Custodian);

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

SECTION 1. That the form, terms, and provisions of the Trust Agreement, a draft of which was presented and reviewed at this meeting, providing for the creation of the Program and for the rights of the Program Participants and the duties and responsibilities of the Administrator be and the same are hereby approved and adopted; and that the Investment Officer be and he or she is hereby authorized and directed to execute and deliver to the Administrator and the Custodian in the name and on behalf of the Local Government a participation certificate evidencing the agreement of the Local Government to be bound by the Trust Agreement substantially in the form of the Trust Agreement reviewed and approved at this meeting, together with such changes therein as may be approved by the said officer, such approval to be conclusively evidenced by the execution thereof.

SECTION 2. The investment program established by the Trust Agreement is hereby found and determined to be consistent with the Policy and to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program.

SECTION 3. The Governing Body hereby officially finds and determines that the facts and recitations contained in the preamble of this Resolution are true and correct.

SECTION 4. The Governing Body hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted for the time required by law preceding this meeting and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof were discussed, considered, and formally acted upon all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

SECTION 5. The officers of the Local Government, and each of them, shall be and each is expressly authorized, empowered, and directed from time-to-time to do and perform all acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on

behalf of the Local Government all certificates, instruments, and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Resolution and of the Trust Agreement hereby authorized and approved, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, financing statement, instrument, or other paper.

SECTON 6. This Resolution shall take effect and be in full force upon and after its second passage.

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 A

TENTH AMENDED AND RESTATED TRUST AGREEMENT

Dated as of January 31, 2025

by and among

The Texas Participants
that have entered into this Agreement,

UMB Bank, N.A., as Custodian

and

Public Trust Advisors, LLC, as Program Administrator

This Tenth Amended and Restated Trust Agreement

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PREAMBLE

This Tenth Amended and Restated Trust Agreement dated as of January 31, 2025 (the "Agreement") is by and among the Texas local governmental entities and public entities that have taken the actions required by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, and that have either executed this Agreement or counterparts of this Agreement or Participation Certificates pursuant to Section 2.3 hereof (the "Participants"), UMB Bank, N.A., as Custodian (the "Custodian") and Public Trust Advisors, LLC, d/b/a Public Treasury Management and Advisory Financial Solutions, (the "Program Administrator") and amends and restates that certain Ninth Amended and Restated Trust Agreement dated as of February 25, 2021, among the Participants, the Custodian and Public Trust Advisors, LLC the Program Administrator.

WHEREAS, each Participant is permitted pursuant to Section 2256.016 of the Public Funds Investment Act, Texas Government Code, to pool its funds, or funds under its control, with any similar funds in the treasury of other Participants for the purpose of investing such funds in statutory permitted investments; and

WHEREAS, each Participant will receive a substantial benefit by agreeing to invest such funds in concert with the other Participants because of economies of scale; and

WHEREAS, it will increase the efficiency of such investment if the funds to be invested in concert are held by one entity, the Custodian, which will hold such funds and investments in its capacity as custodian for the benefit of the Participants; and

WHEREAS, it will increase the efficiency of such investment if the advisory, record-keeping and other administrative functions are performed by one entity, the Program Administrator, acting on behalf of the Board of Trustees (as hereinafter defined) and the Participants and if the investment instructions of the Participants, are transmitted through one entity, the Program Administrator, to the Custodian.

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, each party hereto agrees that all moneys, assets, securities and property now or hereafter acquired by the Trust (as hereinafter defined) shall be held and managed in trust by the Board of Trustees (as hereinafter defined) for the equal and proportionate benefit of the Participants, without privilege, priority or distinction among the Participants, and subject to the terms, covenants, conditions, purpose and provisions hereof as follows:

ARTICLE I

THE TRUST AND DEFINITIONS

1.1 The Trust.

(a) The name of the Trust created by this Agreement shall be "Texas Cooperative Liquid Assets Securities System Trust" or "Texas CLASS." The Board of Trustees retains all rights to the use of the names "Texas CLASS" and "Texas Cooperative Liquid Assets Securities System Trust" and neither the Program Administrator nor the Custodian shall use the name without express consent of the Board of Trustees as reflected in the minutes of the Board of Trustees or another written document approved by the Board of Trustees. Any and all reports, information, data, statistics, forms, plans, procedures, studies and any other communications or form of knowledge prepared or assembled by the Program Administrator for the specific and exclusive benefit of the Board of Trustees or Texas CLASS shall become the property of the Board of Trustees and shall not be made available to any individual, Company, or organization without the prior written approval of the Board of Trustees or except as required by law. So far as may be practicable and pursuant to the provisions of this Trust Agreement, the Custodian and the Board of Trustees shall conduct the Trust's activities, execute all documents and sue or be sued under either of the foregoing names.

(b) The purpose of the Trust is to establish one or more investment pools for the Participants pursuant to Section 2256.016 of the Public Funds Investment Act, Texas Government Code, through which a Participant may pool any of its funds or funds under its control, with the same such funds of any other Participant in order to preserve principal, to maintain the liquidity of the Participant, and to maximize yield in accordance with the Public Funds Investment Act (the "Act"), Section 2256.001, et seq., Texas Government Code or other laws of the State of Texas, from time to time in effect, governing the investment of funds of a Participant or funds under its control.

(c) The Trust shall maintain an office of record in the State of Texas and may maintain such other offices or places of business as the Board of Trustees may from time to time determine. The initial office of record of the Trust shall be: c/o Bracewell LLP, Attention: Julie M. Partain, Esq., 1445 Ross Avenue, Ste 3800 Dallas, Texas 75202. The office of record may be changed from time to time by resolution of the Board of Trustees, and notice of such change of the office of record shall be given to each Participant, the Custodian and the Program Administrator.

(d) (i) The Trust shall be a trust organized and existing under the laws of the State of Texas. The Trust is not intended to be, shall not be deemed to be, and shall not be treated as a general partnership, limited partnership, joint venture, corporation, investment company or joint stock company. The Participants shall be beneficiaries of the Trust, and their relationship to the Board of Trustees shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(ii) This Agreement is an agreement creating one or more investment pools within the meaning of the Act.

(e) The Board may authorize the creation of one or more different portfolios, products or pools, provided however, that each such portfolio, product or pool shall conform in all respects to the requirements of this Agreement and shall each have a separate investment portfolio and information statements and shall, in all respects, comply with the Act.

(f) The Board may authorize the use of the names "Texas Cooperative Liquid Assets Securities Systems Trust" and "Texas CLASS") in conjunction with other products, portfolios, pools and services which provide investment, financial or other cash management services to Participants and for purposes of this Agreement, such name shall include any pools or portfolios established pursuant to this Agreement. The Program Administrator may identify a name for any additional pools or portfolios established pursuant to this Agreement, subject to Board approval.

1.2 Definitions.

"Account(s)" shall have the meaning set forth in Section 5.3 (a) hereof.

"Act" shall have the meaning set forth in Section 1.1(b) hereof.

"Affiliate" means, with respect to any Person, another Person directly or indirectly in control of, controlled by or under common control with such Person, or any officer, director, partner or employee of such Persons.

"Agreement" means this Tenth Amended and Restated Trust Agreement dated as of January 31, 2025, as amended, by and among Public Trust Advisors, LLC, as Program Administrator, UMB Bank, N.A., as Custodian, and the Participants.

"Balance(s)" for each Participant means the amounts initially equal to zero that are adjusted pursuant to Article II hereof to reflect, among other things, cash investments by such Participant in each pool or portfolio established pursuant to this Agreement, within the Trust, cash payments to such Participant, a pro rata distribution of income from the earnings of each pool or portfolio established pursuant to this Agreement, in which each Participant has invested funds, investment results and expenses and fees for each pool or portfolio established pursuant to this Agreement, in which the Participant has invested.

"Board of Trustees" means the board of the Trustees established pursuant to Article III hereof.

"Business Day" means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in the State of Texas are required or authorized by law to remain closed, or (c) any day on which the New York Stock Exchange is closed."

"Conflicting Provisions" shall have the meaning set forth in Section 10.3 hereof.

"Custodian" means UMB Bank, N.A., as custodian, or any Person or Persons appointed, employed or contracted with by the Trust pursuant to Article V hereof.

"Effective Date" means the first day that execution copies of this Agreement have been executed by the Program Administrator, the Custodian, and the Chairman and Secretary of the Board of Trustees.

"Good Standing" means a Participant that has funded an account with Texas CLASS.

"Investment Advisor" shall mean any person or persons appointed, employed, or contracted with by the Board on behalf of the Trust pursuant to Article III hereof or by the Program Administrator pursuant to Article IV hereof.

"Investment Funds" means immediately available funds delivered by each Participant to the Custodian for investment in one or more pools or portfolios established pursuant to this Agreement but only if (i) the Representative appointed by such Participant is authorized pursuant to the laws of the State of Texas to invest such funds and (ii) the Participant has taken all actions necessary pursuant to the laws of the State of Texas to authorize the delivery and investment of such funds.

"Investment Policy" means that investment policy or policies containing procedures and criteria for the investment of funds in Texas CLASS and its sub-accounts, or in any other pool or portfolio established pursuant to this Trust Agreement as adopted annually by the Board of Trustees of Texas CLASS and incorporated herein by reference.

"Investment Procedures" means the procedures for making investments in the Investment Property set forth in Exhibit A attached hereto, as the same may be amended from time to time (notwithstanding Section 9.1(a) hereof) by the Program Administrator providing notice of such change to the Custodian and the Participants.

"Investment Property" means any and all securities, cash and other personal property, tangible or intangible, which is transferred, conveyed or paid to the Account(s) pursuant to Section 2.1 hereof or otherwise and all proceeds, income, profits and gains therefrom that have not been distributed to a Participant pursuant to Section 2.2 hereof, used to discharge an Investment Property Liability or offset by losses, if any, and expenses. Notwithstanding anything to the contrary, the Custodian shall not be required to hold, purchase, sell or invest in interests in real property under this Agreement, and the Participants shall not attempt to transfer such interests to the Custodian. Investment Property shall not include securities purchased in anticipation of the delivery of funds by a Participant when such funds are not actually received by the Custodian by the anticipated delivery date, and any such securities may be immediately sold and the proceeds used to pay any Person that did in fact provide monies to purchase such securities.

"Investment Property Liability" means any liability (whether known, unknown, actual, contingent or otherwise) incurred in connection with the Investment Property pursuant to this Agreement that is not specified in Section 6.1 hereof as being paid by the Program Administrator or specified in this Agreement as being paid directly by a Participant.

"Investment Property Value" means the value of the Investment Property net of the amount of the Investment Property Liabilities as determined pursuant to Section 4.5 hereof and

the Valuation Procedures. Such value shall be determined separately for each pool or portfolio established pursuant to this Trust Agreement.

"Meeting of the Board of Trustees" means a duly called meeting of the Board of Trustees.

"Participants" means any municipality, county, school district or authority created under Section 52(b)(1) or (2), Article III or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, any office, department, commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities (i) to which Chapter 2256 is applicable; (ii) that has taken the actions required by Section 2256.016 of the Act; (iii) that has executed either this Agreement or counterparts of this Agreement or Participation Certificates pursuant to Section 2.3 hereof; and (iv) that is in Good Standing.

"Participation Certificate" means a certificate entered into pursuant to Section 2.3 hereof.

"Payment Procedures" means the procedures for requesting payments out of the Investment Property set forth in Exhibit B attached hereto, as the same may be amended from time to time (notwithstanding Section 9.1(a) hereof) by the Program Administrator providing notice of such change to the Custodian and the Participants.

"Person" means any municipality, county, school district or authority created under Section 52(b)(1) or (2), Article III or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, any office, department, commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities, corporation, national association, natural person, firm, joint venture, partnership, trust, unincorporated organization or group.

"Program Administrator" means Public Trust Advisors, LLC. or any Person or Persons appointed, employed or contracted with by the Trust pursuant to Article IV hereof.

"Representatives" means those persons who have been designated as Representatives by the Participants pursuant to Section 2.6 hereof.

"Trust" means the Texas trust created as set forth in Section 1.1 of this Agreement.

"Trustee" means any Representative selected pursuant to Article III hereof:

"Valuation Procedures" means the procedures for determining the value of the Investment Property set forth in Exhibit C attached hereto, as the same may be amended from time to time (notwithstanding Section 9.1(a) hereof) by the Program Administrator providing notice of such change to the Custodian and the Participants.

ARTICLE II

PARTICIPANTS

2.1 Investments.

(a) Each Participant shall have the right from time to time to invest Investment Funds for credit to such Participant's Balance. A Participant that wishes to make such an investment shall notify the Program Administrator acting on behalf of the Board of Trustees and follow the Investment Procedures set forth in Exhibit A. Upon such investment in accordance with Exhibit A, the Participant shall have an undivided beneficial interest in the Investment Property.

(b) The Balance of a Participant shall be increased upon the investment of Investment Funds by an amount equal to the amount of such Investment Funds.

(c) No later than the next Business Day after a Participant has made an investment of Investment Funds, the Custodian shall deliver a confirmation to the Program Administrator. The Program Administrator shall retain a copy of the confirmation in its records.

(d) Any funds that the Program Administrator is informed do not meet the conditions set forth in clauses (i) or (ii) of the definition of Investment Funds shall be returned to the Participant investing such funds by the Custodian at the request of the Program Administrator and such Participant shall bear all of the costs and liabilities associated with the return of such funds.

(e) Except as provided in an Information Statement, there is no maximum or minimum amount that must be invested pursuant to this Agreement nor are there any maximum or minimum limitations on the aggregate amount of Investment Funds that any Participant may have invested at one time.

(f) The execution of a certificate for participation, in substantially the form attached as Exhibit D, shall constitute the express written authorization to deposit, withdraw, invest, transfer and manage funds of the Participant required by Section 2256.005(f) of the Act.

2.2 Payments.

(a) Each Participant shall have the right from time to time to request, in accordance with the Payment Procedures set forth in Exhibit B hereto, that the Program Administrator notify the Custodian to pay to the Participant (by the transfer of the proceeds received from the sale or maturity of securities held by the Custodian), or on its behalf, any amount (rounded to the nearest whole cent) that is less than or equal to the Participant's Balance at the time that payment is made pursuant to such request. Except as provided in Exhibit B, there shall be no limitation on the period of time that Investment Funds must be invested through the Trust prior to such payment.

(b) Upon the receipt of any payment request, the Program Administrator shall notify the Custodian, in writing or orally to be followed by written confirmation, of the payment

request from the Participant, and the requested amount (rounded to the nearest whole cent) shall be paid (by the transfer of the proceeds received from the sale or maturity of securities held by the Custodian) by the Custodian to, or on behalf of, such Participant as provided in Exhibit B.

(c) Whenever any payment is made to, or on behalf of, any Participant pursuant to Section 2.2 (b) hereof, such Participant's Balance shall be reduced by the Program Administrator by the amount of such payment.

(d) Each Participant agrees that, without prior notice, the right to payments may be temporarily suspended or postponed for the whole or any part of any period (i) during which trading in fixed income securities generally in any national trading market shall have been suspended or minimum prices or maximum daily charges shall have been established on such market, (ii) a general banking moratorium shall have been declared by federal or Texas state authorities or (iii) there shall have occurred any outbreak, or material escalation, of hostilities, or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses which might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures set forth in Exhibit C from time to time. The Custodian and each Participant shall be notified as soon as practicable orally or in writing by the Program Administrator in the event that such a suspension or postponement is commenced. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance. Such a suspension or postponement shall take effect at such time as is determined by the Program Administrator, and thereafter there shall be no right to request or receive payment until the first to occur of: (a) in the case of (i) or (ii) above, the time at which the Program Administrator declares the suspension or postponement at an end, which declaration shall occur on the first day on which the period specified in clause (i) or (ii) above shall have expired; and (b) in the case of (iii) above, the end of the first day on which the period specified in clause (iii) above is no longer continuing as determined by the Program Administrator. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement. Notwithstanding anything contained in this Section 2.2(d) to the contrary, if during a suspension or postponement period, a Participant demands in writing the right to receive a payment and it is not impossible to accommodate such demand, the Program Administrator shall make all reasonable efforts to effectuate such payment demand.

2.3 Additional Participants After Initial Execution.

(a) Any local government or state agency as defined in the Act of the State of Texas that has the authority to pool any of its money pursuant to Section 2256.016 of the Act that wishes to become a party to this Agreement after the Effective Date may do so by taking the actions required by Section 2256.016 of the Act and by executing either a counterpart to this Agreement or a Participation Certificate attached hereto as Exhibit D and delivering the counterpart or the original executed Participation Certificate to the Program Administrator. The Program Administrator shall provide written notification monthly to the Board of Trustees and the Custodian of the admission of a new Participant. Any entity that becomes a Participant pursuant to this Section 2.3 shall have the same rights and obligations hereunder as the other Participants.

2.4 Termination of Participation.

(a) Any Participant may withdraw from this Agreement at any time upon written notice to the Program Administrator, who shall notify the Custodian and the Board of Trustees upon receipt of such notice of withdrawal. Upon its withdrawal from this Agreement, a Participant shall cease to have any rights or obligations under this Agreement except for any obligations arising on or before the date of withdrawal. A notice of withdrawal shall be deemed to constitute (i) a request under the Payment Procedures that an amount equal to the requesting Participant's entire Balance(s) as of the date of such notice be paid to such Participant and (ii) a termination of the Board of Trustees' trust relationship hereunder with the Participant. No withdrawal shall become effective until such Participant's Balance(s) is equal to zero, and until such time, such Participant shall continue to possess all of the rights, and to be subject to all of the obligations, arising from this Agreement.

(b) Any Participant that breaches any material covenant contained in Article VIII hereof or for which any of the representations contained in Article VII hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 2.4(a) hereof immediately upon such breach or cessation, but shall not be deemed to have requested the payment of its Balance(s) unless and until it either makes an actual payment request or the Program Administrator determines that such a breach or cessation has occurred.

2.5 Receipt of Statements and Reports; Requests.

(a) The Program Administrator, on behalf of the Board of Trustees, shall provide to each Participant a copy of the statements prepared pursuant to Section 4.2 hereof and of the reports prepared pursuant to Section 4.3 hereof applicable to such Participant.

(b) In addition, each Participant may direct the Program Administrator to provide a statement of the value of the Participant's Balance(s) as of the date of the request, provided such request is received by the Program Administrator by 4:00 p.m. CST on a given day.. The Program Administrator shall provide such statement, subject only to account activity as of such date.

(c) On behalf of each Participant, the Program Administrator shall maintain the records relating to such Participant in a manner that records the Participant's Balance(s) as one or more subaccounts or other special accounts to accommodate the desire of such Participant to segregate a portion of its Investment Funds. The Program Administrator shall maintain a separate record for each Participant and shall record the individual transactions involving each such Participant and the total value by subaccount of all investments or portions thereof belonging to each such Participant.

(d) No Participant shall be entitled to any reports or statements applicable solely to another Participant.

2.6 Representatives.

(a) Each Participant shall designate a Representative to act for the Participant hereunder (the "Representative") for all purposes, including, without limitation, to give consents on behalf of the Participant and to receive notices on behalf of the Participant. Pursuant to Section 2256.005 (f) of the Act, such Representative shall be the investment officer that is empowered by the charter, ordinances or other rules or regulations of the Participant to direct the investment of such Participant's Investment Funds. The Representatives, in their capacity as Representatives shall not be required to devote their entire time to duties under the Agreement. To the extent permitted by law, each Representative may designate additional persons who may act on behalf of the Representative to transmit the Representative's instructions to the Program Administrator, the Custodian or the Board of Trustees.

(b) Each Representative shall be the official responsible for the investment of Investment Funds into the Trust and all payments made from the Trust for the Participant represented by such Representative. In making such investments and payment requests, each Representative shall use judgment and care to achieve the following objectives in the indicated order: (i) preservation and safety of principal, (ii) liquidity, and (iii) yield.

2.7 Liability.

No Representative shall be subject to any personal liability whatsoever to any person, in connection with the Investment Property or affairs of the Board, other than liability arising from the bad faith, willful misfeasance, gross negligence or reckless disregard of duty by such Representative of a Participant. No Representative of a Participant who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.

ARTICLE III

TRUSTEES AND THE BOARD OF TRUSTEES

3.1 Selection of Trustees.

(a) Nomination Process. Each calendar year, the Advisory Board shall determine the opening and closing of the nomination period for Board of Trustee elections and shall otherwise determine the election calendar for the Board of Trustees election. The Advisory Board shall cause the Program Administrator to give notice to the Participants that nominations for vacancies on the Board are open. Such notice may be by electronic means and/or by posting on the website maintained for the Trust by the Program Administrator. The period for nominations shall be no less than thirty (30) days. All prospective nominations must be received by the closing date of the nomination period as set forth in the election calendar. Trustee elections are open to Participants as defined in Section 1.2 herein and the Advisory Board supports diversity of participant categories being represented on the Board of Trustees.

(b) Qualifications for Nomination. Each Participant entity may nominate a candidate for each Trustee position that shall be up for election in each year. In order to

nominate an individual for election to the Board, the Participant must be in Good Standing at the time of the nomination.

(c) Qualifications for Election. In order to be nominated for the Board of Trustees, an employee of a Participant must be:

(i) Employed full-time at a Participant that is in Good Standing.

(ii) Be a Representative of a Participant

(iii) Complete an application questionnaire provided by the Advisory Board and provide a resume.

(d) Advisory Board. Once the nomination period closes, all completed applications for Trustee nominees shall be forwarded to the Advisory Board for review. The Advisory Board shall review all prospective nominations and shall determine the qualifications of the nominees to assure that each candidate meets all qualifications required by this Agreement and is fully aware of the responsibilities and duties of a Board of Trustee member. The Advisory Board may schedule and conduct interviews at their discretion. If there are fewer candidates than positions available, the Advisory Board may recommend to the Board that a position remain vacant until the Board makes an appointment pursuant to Section 3.10 herein.

(e) Board of Trustees. The Advisory Board shall present a list of candidates to the Board of Trustees as recommended by the Advisory Board, and the Board shall approve a resolution setting the ballot for the Participants election. The number of Trustees shall be seven (7) unless the Board by resolution approves a different number. In no event shall the number of Trustees be less than five (5) or more than nine (9).

(f) Conduct of Election. The election voting period shall be conducted pursuant to the election calendar approved by the Advisory Board. The Program Administrator shall manage the election process and provide for the electronic conduct of the election. Each open position, if any, will be filled by those candidates receiving the highest number of votes up to the maximum open positions. Each Participant shall be entitled to one vote regardless of the amount of funds invested in the Trust. In the event of a tie vote for any Trustee position, the Advisory Board shall select the winning candidate.

3.2 Participant Meetings. Each calendar year, the Program Administrator shall call, upon at least fifteen days' written notice to the Participants, a meeting of the Participants for the purpose of confirming and ratifying the election of Trustees for the Trust. If the Program Administrator shall fail to call such a meeting, any two Participants may call such a meeting by providing at least fifteen days' written notice to the other Participants. A quorum for such meeting shall be the lesser of (i) fifteen Participants or (ii) ten percent of the total number of Participants determined at the time the notice of the meeting is sent. If a quorum is not present, the meeting may be adjourned to a future time and place set at such meeting.

(a) At each Annual Meeting, the results of the online election of Trustees shall be ratified by Resolution approved by the Participants in attendance

(b) The Program Administrator shall send written notice to the Participants (which notice may be by posting on the website maintained by the Program Administrator for the Trust) listing the names of the Trustees confirmed at the annual meeting.

3.3 Board of Trustees.

The Board of Trustees shall be made up of all of the Trustees elected by the Participants or designated pursuant to the provisions hereof. The Board of Trustees shall supervise the Trust and the affairs of the Trust and shall act as the liaison between the Participants and the Custodian and the Program Administrator. The Board of Trustees shall appoint an advisory board to advise the Trust, as required by the Act. The Board of Trustees shall have the power to administer the affairs of the Trust and to enter into contracts and agreements on behalf of the Trust in order to effectuate the terms of this Agreement. The Board of Trustees shall have the power to select all of the Trust's consultants, including, without limitation, the Program Administrator and the Custodian, subject to the terms of this Agreement. The Trustees shall select by majority vote a chairman of the Board of Trustees and may select such other officers of the Board of Trustees, including, without limitation, a vice chairman and a secretary, as the Trustees deem appropriate. In the absence of the chairman, the vice chairman, if any, shall have the power to act in place of the chairman hereunder.

3.4 General Powers.

Subject to the rights of the Participants as provided herein, the Board shall have, without other or further authorization, power to administer the Trust and the affairs of the Trust. The Board may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for the administration of the Trust and the investment of the Trust Property, but shall invest with the degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation, but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of capital

3.5 Legal Title.

Title to all of the Trust Property shall be vested in the Trust on behalf of the Participants who shall be the beneficial owners. The Trust shall have full and complete power to cause legal title to any Trust property to be held, on behalf of the Participants, by or in the name of the Trust, or in the name of any other person as nominee, on such terms, in such manner, and with such powers as the Board may determine, so long as in its judgment the interest of the Trust is adequately protected.

3.6 Power to Contract, Appoint, Retain and Employ.

(a) The Board is responsible for the investments of the Trust consistent with the investment policies established in this Trust Agreement and for the general administration of the business and affairs of the Trust conducted by officers, agents, employees, administrators, investment advisors, distributors or independent contractors of the Trust. However, members of the Board are not required to devote their entire time to the business and affairs of the Trust or to

personally conduct the routine business of the Trust. Consistent with their responsibilities, the Board may appoint, employ, retain or contract on behalf of the Trust with any persons the Board may deem necessary or desirable for the transaction of the affairs of the Trust, and the expenses relating to such persons shall be Investment Property Liabilities. The Board may appoint, employ, retain or contract on behalf of the Trust with such persons for the purpose of :

(i) Serving as Investment Advisor to the Trust;

(ii) Serving as Program Administrator of the Trust;

(iii) Serving as Custodian for the Trust;

(iv) Furnishing reports to the Trust and provide research, economic, and statistical data in connection with the Trust's investments;

(v) Acting as consultants, accountants, technical advisors, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositories, custodians, agents for collection, insurers or insurance agents, or in any other capacity deemed by the Board to be necessary or desirable;

(vi) Acting as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting, or other enforcement of any lien or security securing investment; or

(vii) Assisting in the performance of such other functions necessary in the management of the Trust.

(b) The same person may serve simultaneously as the Program Administrator and as the Investment Advisor, but no person serving as the Program Administrator or the Investment Advisor may serve as the Custodian.

3.7 Meetings.

Meetings of the Board of Trustees may be called by the Program Administrator at any time, and shall be called by the Program Administrator upon the request of at least two Trustees, on at least seventy-two hours' notice to each Trustee and shall be held at the time and place and for the purposes stated in the call of the meeting. There shall be at least one meeting of the Board of Trustees in each calendar year.

3.8 Delegation; Committees; Bylaws; Policies; Procedures.

The Board shall have full and complete power to delegate from time to time to one or more of their number (who may be designated as constituting a Committee of the Board) or to officers, employees or agents of the Trust (including without limitation, the Program Administrator, the Custodian, or the Investment Advisor) the doing of such acts and things and the execution of such instruments as the Board may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Trust. The Board may adopt and, from time to time, amend or repeal by-laws, policies or procedures for the conduct of

the business of the Trust. Such by-laws, policies or procedures, may, among other things, define the duties of the respective officers, agents, employees and representatives of the Trust.

3.9 Term.

Each Trustee shall serve for a term of three (3) years. The Terms of the Trustees shall be staggered such that [three Trustees are elected in one year, four Trustees are elected in the next succeeding year and in the third year, no election is held][two Trustees are elected in one year, two Trustees are elected in the next succeeding year and three Trustees are elected in the following year]. Beginning with the Participants meeting in 2025, [2][3] Trustees positions shall be up for election and the terms as set forth above shall commence. The term of office for Trustees elected pursuant to Section 3.1 hereof shall commence thirty days after the notice specified in Section 3.2(b) is sent to the Participants. The term of office for Trustees selected pursuant to this Article 3 shall commence immediately upon such selection. Each Trustee shall hold office until the first to occur of: (a) the Trustee's resigning, (b) the Trustee ceasing to be a Representative of a Participant, (c) the Trustee's death, (d) the Trustee's being adjudicated incompetent or otherwise losing the capacity to discharge the duties of the office of a Trustee and (e) the term of office of the Trustee's successor having begun pursuant to this Section 3.9.

3.10 Vacancies.

If any Trustee resigns or is removed or otherwise ceases to serve, the remaining Trustees may designate a qualified successor to fill such vacancy for the remaining term of such Trustee. To retain their position on the Board, such Trustee must be elected pursuant to the process set forth in Section 3.1 herein at the next succeeding Trustee election.

3.11 Costs.

The expenses of each Representative to attend the annual meeting shall be borne by each Participant. The reasonable out-of-pocket expenses of the Trustees incurred in the performance of their duties hereunder and of attending a meeting of the Board of Trustees shall be Investment Property Liabilities.

3.12 Investment Officer.

The chairman of the Board of Trustees, ex officio (or in the absence of the chairman, the vice chairman, if any), shall be the investment officer for the Trust as required by Section 2256.005 (f) of the Act.

3.13 Public Proceedings.

Notwithstanding anything contained in this Agreement, the Board of Trustees shall comply with the applicable provisions of Chapter 552 of the Texas Government Code.

3.14 Telephone Participation.

Upon the occurrence of an emergency or unforeseeable circumstances requiring immediate action, a Representative may participate in a meeting of Participants and a Trustee

may participate in a meeting of the Board of Trustees through the use of a conference telephone, provided that such Representative or Trustee is able to hear the deliberations of the other Representatives or Trustees, respectively, and the other Representatives or Trustees are able to hear such Representative or Trustee, respectively, simultaneously.

3.15 Liability.

3.16 No Trustee or officer of the Board shall be subject to any personal liability whatsoever to any person, in connection with the Investment Property or affairs of the Board, other than liability arising from the bad faith, willful misfeasance, gross negligence or reckless disregard of duty by such Trustee or officer; and all persons shall look solely to the Investment Property for satisfaction of claims of any nature arising in connection with the affairs of the Board. No member or officer of the Board who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.Insurance.

The Board shall have full and complete power to purchase and pay for, entirely out of Trust property, insurance policies insuring the Trust, the Trustees, officers, employees and agents of the Trust individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by the Trust or any such person, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not the Trust would have the power to indemnify such person against such liability. The Board may instruct the Program Administrator to obtain such insurance on behalf of the Board in such amount as the Board and the Program Administrator shall deem adequate to cover all foreseeable liabilities to the extent available at reasonable rates.

ARTICLE IV

PROGRAM ADMINISTRATOR

4.1 Appointment; General Provisions.

(a) The Participants hereby appoint Public Trust Advisors, LLC as the Program Administrator under this Agreement, subject to the overall supervision of the Board of Trustees, for the period and on the terms set forth in this Agreement.

(b) Public Trust Advisors, LLC accepts such appointment and agrees to render the services and to assume the obligations set forth herein, for the compensation herein provided.

(c) The Participants and the Board of Trustees agree that the Program Administrator shall have full discretion to invest the Investment Property in investments meeting the criteria set forth in Exhibit E and in the Investment Policy applicable to each pool or portfolio established pursuant to this Trust Agreement, and in a manner that maintains the AAA or equivalent rating of Texas CLASS and any other pool or portfolio established pursuant to this Trust Agreement. The Program Administrator is directed to cause Investment Property of each Participant to be invested in investments meeting the criteria set forth in Exhibit E and in the

Investment Policy applicable to each pool or portfolio established pursuant to this Trust Agreement and in a manner that maintains the AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service, of any pool or portfolio established pursuant to this Agreement. The Board and the Participants delegate no investment discretion to the Program Administrator hereunder to invest in investments not meeting the criteria set forth in Exhibit E and the Program Administrator expressly refuses to accept any delegation of such discretion. The decision concerning which criteria shall be contained on Exhibit E shall remain at all times under the control of the Board of Trustees. The Board of Trustees shall ensure that the criteria set forth on Exhibit E are permitted by, and consistent with the standards and the duty of care set forth in, the Act.

(d) Each Participant directs the Custodian to act, and the Custodian agrees to act, in accordance with the instructions of the Program Administrator who shall act in a manner consistent with this Agreement. The Program Administrator shall at no time have custody of, possession of, or physical control over, any of the Investment Property. If a Participant in error delivers Investment Funds for investment to the Program Administrator instead of to the Custodian, the Program Administrator shall immediately return such Investment Funds to the Participant. The Program Administrator shall not be liable for any act or omission of the Custodian but shall be liable for the Program Administrator's acts and omissions as provided herein. Under no circumstance shall the Program Administrator be authorized or permitted to withdraw, or instruct the Custodian to withdraw, Investment Property maintained with the Custodian unless acting upon the request of a Participant pursuant to Section 2.2(a).

4.2 Monthly Statements.

(a) Within 15 days subsequent to the end of each month, the Program Administrator shall, on behalf of the Board of Trustees, prepare and submit to each Participant which was a Participant during such month a statement setting forth the information required by Section 2256.016(c)(2) of the Act.

(b) The Program Administrator, upon the request of a Participant, shall furnish to the Participant a statement of such Participant's Balance(s) as of the date of such request, subject only to account activity as of such date provided that such request is received by the Program Administrator by 5:00 p.m. CST on a given date.

4.3 Reports.

(a) The Program Administrator shall prepare or cause to be prepared:

(i) at least annually a report of operations containing a statement of the Investment Property and the Investment Property Liabilities and statements of operations and of net changes in net assets prepared in conformity with generally accepted accounting principles consistently applied and

(ii) at least annually an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Program Administrator with respect to the Investment Property,

performed in accordance with generally accepted auditing standards. A copy of such signed report of operations and accountant's opinion shall be filed with the Board of Trustees and the Participants within ninety (90) days after the close of the period covered thereby.

(b) The Program Administrator shall provide to the Board, on an annual basis, the Certification substantially as set forth in Exhibit H.

(c) The Program Administrator shall provide to the Board, the Securities and Exchange Commission form ADV filing of Public Trust Advisors, LLC within ninety (90) days of such filing.

(d) The Program Administrator shall provide to the Board, on an annual basis, Public Trust Advisors, LLC's disaster/contingency plan for the protection of the assets of Texas CLASS and any other pool or portfolio established pursuant to this Trust Agreement.

4.4 Investment Activities and Powers.

Subject to the supervision of the Board of Trustees, and consistent with Section 4.1(c), the investment criteria set forth in Exhibit E and in the Investment Policies, the Program Administrator shall perform the following services:

(a) advise the Board of Trustees concerning investments which appear to the Program Administrator to be advantageous to the Participants within the investment criteria set forth in Exhibit E and within all applicable law, provided, however, the Board of Trustees shall have the duty to inform the Program Administrator of any changes to the Act;

(b) implement or cause to be implemented, on a discretionary basis, securities transactions for the Trust on behalf of the Board of Trustees and the Participants as permitted by the investment criteria set forth in Exhibit E (including, without limitation, by executing or causing to be executed on behalf of and as an agent of the Trust agreements and other documents containing representations, warranties and covenants that are common or standard for such agreements and documents within the investment industry) or, despite the intention of the parties hereto to always have the Investment Property fully invested, cause the Custodian to hold the Investment Property uninvested in a custodial account maintained for the benefit of the Trust;

(c) from time to time, review the permitted investments and the investment criteria set forth in Exhibit E and, if circumstances and applicable law permit, recommend changes in such permitted investments and such investment criteria;

(d) provide such advice and information to the Participants and the Board of Trustees on matters related to investments as the Participants or the Board of Trustees may reasonably request, including, without limitation, research and statistical data concerning the Investment Property and other matters within the scope of the permitted investments and investment criteria set forth in Exhibit E;

(e) advise whether and in what manner all rights conferred by the Investment Property should be exercised;

(f) prepare such information and material as may be required in the implementation of the Valuation Procedures or the computation of the Balances and the preparation of any and all records and reports required by this Agreement or applicable laws; and

(g) employ, consult with, obtain advice from and exercise any of the Program Administrator's rights or powers under this Agreement through the use of agents, including investment advisors, brokers, dealers, auditors and legal counsel (who may be counsel to the Program Administrator or the Board of Trustees) or other advisors. Notwithstanding Section 10.9 hereof, the Program Administrator may transmit information concerning the Investment Property and the Participants to such agents.

4.5 Daily Calculation of Program Value and Rate of Return.

(a) The Program Administrator shall calculate the Investment Property Value once on each Business Day at the time and in the manner provided in the Valuation Procedures.

(b) Upon performing the valuation specified in Section 4.5(a) hereof, the Program Administrator shall calculate (rounding off to the nearest whole cent) the Balance of each Participant and each Balance of each of the Participants shall be adjusted proportionately so that the total Balances of all the Participants equals the Investment Property Value.

(c) For purposes of calculating the Investment Property Value, the amount of any uncertain or contingent Investment Property Liability shall be deemed to be equal to the amount of the reserve, if any, against such Investment Property Liability that has been approved from time to time by the Program Administrator.

(d) For purposes of calculating the Investment Property Value, if the value of any part of the Investment Property is uncertain or contingent, the value of such part of the Investment Property shall be deemed to be equal to the amount determined from time to time by the Program Administrator.

(e) The Program Administrator shall calculate daily the rate of return earned on the Investment Property.

4.6 Administration of Program.

The Program Administrator, or its affiliate, shall perform the following administrative functions on behalf of the Board of Trustees in connection with the implementation of this Agreement:

(a) collect and maintain for such time period as may be required under any applicable federal or Texas law written records of all transactions affecting the Investment Property or the Balances, including, but not limited to (a) investments by and payments to or on behalf of each Participant; (b) acquisitions and dispositions of Investment Property; (c) pledges and releases of collateral securing the Investment Property; (d) determinations of the Investment Property Value; (e) adjustments to the Participants' Balances; and (f) the current Balance and the Balances at the end of each month for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate. On behalf of each Participant, the Program

Administrator shall maintain the records relating to such Participant in a manner that subdivides the Participant's Balance into subaccounts or other special accounts to accommodate the desire of such Participant to segregate a portion of its Investment Funds;

(b) assist in the organization of the annual meeting required by Section 3.1(a) hereof and of Meetings of the Board of Trustees, including preparation and distribution of the notices and agendas therefor;

(c) respond to all inquiries and other communications of Participants, if any, which are directed to the Program Administrator, or, if any such inquiry or communication is more properly addressed by an officer of the Custodian, referring such inquiry or communication to such person and coordinating his response thereto;

(d) pay all Investment Property Liabilities in accordance with this Agreement from the Investment Property; and

(e) engage in marketing activities to promote participation of Texas governmental entities in the Trust.

4.7 Resignation and Removal.

(a) The Program Administrator may resign as Program Administrator upon the giving of at least sixty (60) days' prior written notice of such resignation to the Board of Trustees and the Custodian.

(b) A majority of the Board of Trustees may remove the Program Administrator upon the giving of at least sixty (60) days' prior written notice to the Program Administrator and the Custodian.

(c) In the event that the Program Administrator shall give notice of its resignation or if the Board of Trustees shall give notice of the removal of the Program Administrator, a majority of the Board of Trustees shall appoint a successor.

(d) Upon notification of the removal or resignation of the Program Administrator, the Program Administrator shall deliver to the Board all data and records pertaining to Texas CLASS and its Participants within 60 days of the notification of removal or resignation, provided, however, that the Program Administrator may retain copies of any such data and records required to be retained by it by law or in compliance with the requirements of its corporate records retention policy. The Program Administrator shall continue to administer Texas CLASS until a successor program administrator is appointed by the Board under the terms of this Agreement.

(e) If a new program administrator is not appointed by the Board within 60 days of a notification of removal or resignation of the Program Administrator, the Program Administrator shall continue to administer Texas CLASS until a successor program administrator is selected, but shall be compensated for such administration pursuant to an agreement to be negotiated between the Program Administrator and the Board.

4.8 Liability.

(a) Each Participant agrees that the Program Administrator and its officers, directors, agents and employees shall not be liable for any action performed or omitted to be performed or for any errors of judgment made in good faith in connection with any matters to which this Agreement relates, provided that such disclaimer shall not relieve any of them for liability arising from negligence, malfeasance, material breach of this Agreement by the Program Administrator or violation of applicable law by any of them ("Program Administrator Liabilities"). Nothing herein shall constitute a waiver or limitation of any rights which the Participants may have under any federal or state securities laws.

(b) Each Participant, the Board of Trustees and the Custodian understand that in performing its services hereunder the Program Administrator will rely on information provided by others and agree that the Program Administrator is not responsible for the accuracy of such information.

4.9 Power to Receive Investment Advice.

The Program Administrator shall have the right, at its own cost, to receive investment advice concerning the Investment Property from an affiliate or any other third party. Notwithstanding the provisions of Section 10.9 hereof, the Program Administrator may transmit information concerning the Investment Property and the Participants such other third parties in order to obtain such investment advice. The Program Administrator shall notify the Board of Trustees if any third parties are retained. pursuant to this Section 4.9 within 45 days of such retention.

4.10 Advice to Other Clients.

It is understood that the Program Administrator performs investment advisory services for various clients. The Participants agree that the Program Administrator may give advice and take action with respect to any of its other clients which may differ from the advice given to, or the timing or nature of action taken with respect to, the Investment Property; provided that the policy and practice of the Program Administrator is not to favor or disfavor consistently or consciously any client or class of clients in the allocation of investment opportunities and that, to the extent practical, such opportunities are allocated among clients over a period of time on a fair and equitable basis. Nothing herein contained shall be construed so as to prevent the Program Administrator or any of its directors, officers, employees, shareholders or affiliates in any way from purchasing or selling any securities for its or their own accounts prior to, simultaneously with or subsequent to any recommendation or actions taken with respect to the Investment Property or impose upon the Program Administrator any obligation to purchase or sell or to recommend for purchase or sale for the Investment Property any security which the Program Administrator or any of its shareholders, directors, officers, employees or affiliates may purchase or sell for its or their own accounts or for the account of any other client, advisory or otherwise; provided always, however, that the Program Administrator shall use its best efforts to maximize the gains for the Investment Property in a manner consistent with the investment criteria set forth in Exhibit E hereof.

4.11 Special Sub-accounts.

Notwithstanding anything in this Agreement to the contrary, the Program Administrator from time to time may propose to the Participants that the Participants establish specially designated subaccounts with investment, payment procedures, fees or other characteristics different from those set forth in this Agreement. Such characteristics may include, without limitation, certain restrictions on amounts to be invested, holding periods prior to payments or certain other conditions to be met for payments, such as possible payment penalties, or additional fees for administering such specially designated subaccounts. A Participant in its sole discretion may create any such special subaccount using the same procedures for establishing other subaccounts set forth in this Agreement. The establishment of such special subaccounts shall not be deemed an amendment of this Agreement. Any special subaccount that is created pursuant to this Section 4.11 shall be subject to the terms set forth in the proposal of the Program Administrator until the terms governing such special subaccount are amended pursuant to this Agreement. The Program Administrator may calculate the return realized by such special subaccounts separate and apart from the returns realized by other subaccounts maintained for each Participant.

4.12 Intellectual Property.

(a) The Trust will own all Intellectual Property related to the name "Texas Cooperative Liquid Assets Securities System Trust" and "Texas CLASS." For purposes of this section, "Intellectual Property" shall mean all of the rights, relating to the names, "Texas Cooperative Liquid Assets Securities System Trust" and "Texas CLASS" including copyrights, trademark and service mark rights, trade dress rights, rights of publicity, web site and the internet domain rights. Public Trust Advisors, LLC makes no representation or warranty that it owns any Intellectual Property rights in those names, or that there are no third parties who may claim rights to intellectual property rights in or associated with the names.

(b) Public Trust Advisors, LLC hereby assigns all Intellectual Property rights that it has or may have that are not otherwise conveyed by other instrument or party, to the Trust. Public Trust Advisors, LLC represents and warrants to the Board that it has the right and authority to transfer to the Trust all Intellectual Property that it has or may have, in each case to the extent such Intellectual Property is reasonably necessary for the Trust's ownership, operating and full enjoyment of the name "Texas Cooperative Liquid Assets Securities System Trust" and "Texas CLASS". The Board assigns to Public Trust Advisors, LLC an irrevocable license curing the term of Public Trust Advisors, LLC's tenure as Program Administrator to use all Intellectual Property rights described herein in connection with the administration of the Trust.

ARTICLE V

THE CUSTODIAN

5.1 Appointment and Acceptance; Sub-Custodians.

(a) UMB Bank, N.A., as Custodian, is appointed by each of the Participants to be the Custodian for the collective interests of the Participants under this Agreement for the

period and on the terms set forth herein. The Participants hereby delegate to the Custodian the authority to hold legal title to investments purchased with their funds pursuant to Section 2256.016(d) of the Act. UMB Bank, N.A., as Custodian, accepts such appointment and agrees to render the services and to assume the obligations set forth herein, for the compensation herein provided.

(b) The Custodian may employ other banks and trust companies as sub-custodians, including without limitation, affiliates of the Custodian. The appointment of a sub-custodian under this Section shall not relieve the Custodian of any of its obligations under this Agreement.

(c) No Investment Funds or Investment Property received or held by the Custodian pursuant to this Agreement shall be accounted for in any manner which might cause such Investment Funds or Investment Property to become assets or liabilities of the Custodian.

5.2 Resignation and Removal; Successors.

(a) The Custodian may resign upon the giving of at least sixty (60) days prior written notice to the Board of Trustees and the Program Administrator. A majority of the Board of Trustees may remove the Custodian upon at least sixty (60) days prior written notice to the Custodian and the Program Administrator. Notwithstanding the foregoing, the resignation or removal of the Custodian shall not be deemed effective unless a successor shall have been chosen pursuant to Section 5.2(b) hereof. In the event that assets remain in the possession of the Custodian due to the failure of the Board of Trustees to appoint a successor custodian, the Custodian shall be entitled to compensation for its services during such period, and the provisions of this Agreement relating to the duties and obligations of the Custodian shall remain in full force and effect. In the event no successor is agreed upon within one hundred eighty (180) days from the date of such written notice, the Custodian shall be entitled to petition a court of competent jurisdiction to appoint a successor custodian and shall be reimbursed by the Trust for any direct court costs and expenses (including, without limitation, attorneys' fees) in a total amount not to exceed $100,000 relating thereto.

(b) In the event that the Custodian shall give notice of its resignation or if the Board of Trustees shall give notice of the removal of the Custodian, a majority of the Board of Trustees shall appoint a successor provided, however, that so long as the Program Administrator is required to pay the fees of the Custodian pursuant to Article VI hereof, the appointment of such successor Custodian shall require the prior written consent of the Program Administrator.

5.3 Powers.

(a) (i) The Custodian is authorized and directed to open and maintain, and the Custodian shall open and maintain, one or more custody accounts for the benefit of the Trust (the "Account") in the name of "[Name of Custodian] as Custodian for the Benefit of Texas CLASS" (and/or the name of such other pool or portfolio as established pursuant to this Trust Agreement) and will accept for safekeeping and for credit to the Accounts, in accordance with the terms hereof, all securities representing the investment of Investment Funds pursuant to Section 2.1 hereof, and the income or earnings derived therefrom. The Custodian may accept

funds hereunder for the purchase of securities to be held by the Custodian and shall not be required to make an independent determination whether such funds are Investment Funds.

(ii) Except as provided in Section 5.3(c)(iii), all securities and other noncash Investment Property held in each Account shall be physically segregated from other securities in the possession of the Custodian and from other pools or portfolios established pursuant to this Trust Agreement and shall be identified as subject to this Agreement.

(b) In accordance with instructions of the Program Administrator who shall act in a manner consistent with this Agreement, the Custodian shall, for the account and benefit and burden of the Participants:

(i) receive and deliver Investment Funds and all other Investment Property in accordance with the requests of Participants pursuant to Article II and Exhibits A and B hereof;

(ii) exchange securities in temporary or bearer form for securities in definitive or registered form; and surrender securities at maturity or earlier when advised of a call for redemption;

(iii) make, execute, acknowledge and deliver as Custodian, any and all documents or instruments (including but not limited to all declarations, affidavits and certificates of ownership) that may be necessary or appropriate to carry out the powers granted herein;

(iv) make any payments incidental to or in connection with this Section 5.3(b);

(v) sell, exchange or otherwise dispose of any and all Investment Property free and clear of any and all interests of the Trust and any and all Participants, at public or private sale, with or without advertisement; and execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection therewith;

(vi) with respect to enforcing rights in connection with the Investment Property: (a) collect, sue for, receive and receipt for all sums of money or other personal property due; (b) consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (c) engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Investment Property; (d) foreclose on any personal property, security or instrument securing any investments, notes, bills, bonds, obligations or contracts that are part of or relate to the Investment Property; (e) exercise any power of sale, and convey good title thereunder free of any and all interests of any and all Participants, and in connection with any such foreclosure or sale, purchase or otherwise acquire title to any personal property; (f) be a party to the

reorganization of any Person and transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any Person which form a part of the Investment Property, for the purpose of such reorganization or otherwise; (g) participate in any arrangement for enforcing or protecting the interests of the holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (h) extend the time (with or without security) for the payment or delivery of any debts or personal property and to execute and enter into releases, agreements and other instruments; and (i) pay or satisfy any debt or claims; and

(vii) exercise all other rights and powers and to take any action in carrying out the purposes of this Agreement.

(c) (i) with respect to Investment Property held by the Custodian hereunder, the Custodian shall collect all income or other payments, release and deliver such Investment Property, and take any other action as directed by the Program Administrator, with respect to dividends, splits, distributions, spinoffs, puts, calls, conversions, redemptions, tenders, exchanges, mergers, reorganizations, rights, warrants or any other similar activity relating to the Investment Property held in the Account. The Custodian shall request direction of the Program Administrator upon receipt of actual notice of any such activity. For purposes of this paragraph, the Custodian shall be deemed to have actual notice if the Program Administrator informs the Custodian of such activity or if Custodian received information concerning any such activity through data services or publications to which it normally subscribes. Custodian shall make available to Program Administrator, upon reasonable request, a list of the data services and publications to which Custodian subscribes. If the Custodian does not have actual notice of such activity, any such activity will be handled by the Custodian on a "best efforts" basis.

The Custodian shall not be under any obligation or duty to take action to effect collection of any amount, if the assets on which such amount is payable are in default and payment is refused after due demand or presentation. The Custodian will, however, promptly notify the Program Administrator in writing of such default and refusal to pay.

The Custodian is not authorized and shall not disclose the name, address or security positions of the Participants in response to requests concerning shareholder communications under Section 14 of the Securities Exchange Act of 1934, the rules and regulations thereunder, and any similar statute, regulation, or rule in effect from time to time;

(ii) the Custodian shall promptly deliver or mail to the Program Administrator all forms of proxies and all notices of meetings received by the Custodian relating to Investment Property held under this Agreement and, upon receipt of instructions from the Program Administrator, shall execute and deliver such proxies or other authorizations as may be required. Neither the Custodian nor its nominee shall vote any Investment Property or execute any proxy to vote

the same or give any consent to take any other action with respect thereto (except as otherwise herein provided) unless directed to do so by Program Administrator upon receipt of instructions;

(iii) the Custodian shall hold the Investment Property (a) in its vaults physically segregated and held separate and apart from other property of the Custodian; (b) in its account at The Depository Trust Company or other depository, sub-custodian or clearing corporation; or (c) in a book entry account with the Federal Reserve Bank, in which case a separate accounting of the Investment Property shall be maintained by the Custodian at all times. The Investment Property held by any such depository, sub-custodian, clearing corporation or Federal Reserve Bank may be held in the name of their respective nominees, provided, however, that the custodial relationship and the interests of the Trust or the Participants regarding such Investment Property shall be noted on the records kept by the Program Administrator and the custodial relationship on behalf of the Trust or the Participants shall be noted on the records of the Custodian and, to the extent possible, the Custodian shall cause the custodial relationship on behalf of Trust or the Participants to be noted on the records of such depository, sub-custodian, clearing corporation or Federal Reserve Bank. The Custodian shall not be obligated or liable for costs, expenses, damages, liabilities or claims (including attorneys' or accountants' fees) which are sustained or incurred by reason of any action or inaction of the Federal Reserve Bank book-entry system, The Depository Trust Company or any other central depository or clearing agency which it is or may become standard market practice to use for the comparison and settlement of securities trades, provided, however, that nothing in this sentence shall relieve the Custodian of its obligations set forth in Section 5.1(b) hereof regarding banks or trust companies selected as sub-custodians; and

(iv) the Custodian shall hold and physically segregate for each Account all Investment Property owned by each Account other than Investment Property held pursuant to 5.3(c)(iii)(b) and (c) above. Investment Property physically held by the Custodian (other than bearer securities) may be registered in the name of any nominee of Custodian, provided that the records of the Custodian provide that such Investment Property is held in a custodial capacity and that such Investment Property is not an asset of the Custodian or such nominee. All Investment Property accepted by Custodian under the terms of this Agreement shall be in negotiable form.

5.4 Custodial Relationship; Custodian Records.

(a) The Custodian shall hold the Investment Property in its capacity as custodian for the benefit of the Trust. The Investment Property shall be custodial property of the Custodian and shall not be, or be deemed to be, an asset of the Custodian. Each Participant has an undivided beneficial interest in the Investment Property to the extent of such Participant's Balance.

(b) The Custodian shall maintain its own internal records concerning the Account(s) and the transactions contemplated by this Agreement, and the Custodian shall cause all of such records to reflect the custodial relationship created by this Agreement and the fact that the Investment Property in each Account belongs to the Trust for the collective benefit of the Participants in each pool or portfolio established pursuant to this Trust Agreement, respectively. Notwithstanding the foregoing, the Program Administrator shall maintain all records regarding each Participant's beneficial interest in such Investment Property, and such records shall conclusively determine the beneficial interests of each Participant in the Investment Property segregated between the pools or portfolios in which such Investment Property is held. The records maintained by such Program Administrator shall be conclusively determinative of the beneficial interests of the Participants in each pool or portfolio established pursuant to this Trust Agreement; it being understood that the Custodian shall not be obligated to maintain records concerning the beneficial interest of individual Participants in the Investment Property.

5.5 Reliance on Instructions.

(a) The Custodian is authorized to accept and shall be fully protected if it relies upon the instructions given by any authorized officer, employee or agent of the Program Administrator, including any oral instructions which the individual receiving such instructions on behalf of the Custodian believes in good faith to have been given by an authorized officer, employee or agent of the Program Administrator, and all authorizations shall remain in full force and effect until canceled or superseded by subsequent instructions received by the appropriate account officer of the Custodian. The authorized officers, employees or agents of the Program Administrator shall be only such persons as are designated in writing to the Custodian by the Program Administrator. The Custodian may rely on instructions received by telephone, tested telex, TWX, facsimile transmission or by bank wire which the Custodian believes in good faith to have been given by an authorized person. The Custodian may also rely on instructions transmitted electronically through a customer data entry system or any similar electronic instruction system acceptable to the Custodian. Any instructions delivered to the Custodian by telephone shall promptly thereafter be confirmed in writing by an authorized person, but the Custodian will incur no liability for the Program Administrator's failure to send such confirmation in writing. Instructions are deemed given to the Custodian when actually received by the Custodian.

(b) In the absence of bad faith or negligence on its part, the Custodian may conclusively rely, as to the truth and correctness of the statements expressed in notices, certificates or documents submitted to it, and the Custodian need not investigate any fact or matter stated in any such notice, certificate or document submitted to it or verify the accuracy of the contents thereof.

5.6 Degree of Care.

(a) The Custodian shall hold the Investment Property in the Account(s) with the same degree of care and protection with which it holds its own property. The Custodian agrees that it shall be responsible for any loss of Investment Property caused solely by the negligence or bad faith of the Custodian or its agents or any material breach of this Agreement by the Custodian. The Custodian is hereby released from liability except for liability arising from

the negligence or bad faith of the Custodian or its agents or from any material breach of this Agreement by the Custodian. In the event of any such loss of Investment Property, the Custodian shall promptly replace the Investment Property or the value thereof and the value of any such loss of rights or privileges resulting from such loss. The Custodian shall not be responsible for the acts or omissions or solvency of any broker or agent selected by the Program Administrator to effect any transactions for the Account(s).

(b) The Custodian shall not be liable for any error of judgment made in good faith by an employee, officer or agent of the Custodian, unless it was proved that the Custodian was negligent in ascertaining the pertinent facts.

(c) Except as provided in Section 5.6(a), the Custodian shall not be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers unless it receives indemnity satisfactory to it for repayment of such funds or against such risk of liability.

(d) The Custodian shall have no discretion whatsoever with respect to the management, disposition or investment of Investment Property and is not a fiduciary to the Program Administrator or the Participants. During the term of this Agreement, the Custodian may, with respect to questions of law and construction of this Agreement, apply for and obtain, at the cost of the Custodian, the advice and opinion of counsel of its choice and shall be fully protected with respect to anything done or omitted by it in good faith in conformity with such advice or opinion. The Custodian shall have no duties except those that are specifically set forth in this Agreement. The Custodian shall only be responsible for custody hereunder of Investment Property delivered to it and then only while such Investment Property is held in the Account.

(e) Except with respect to Section 5.2(a) above, in no event shall any Party to this Agreement be liable for attorneys' fee or for special, indirect, consequential or punitive damages arising under or in connection with this Agreement.

5.7 Subrogation.

At the election of a majority of the Board of Trustees, the Trust shall be entitled to be subrogated to the rights of the Custodian, with respect to any claim against any other Person or institution which the Custodian may have, as a consequence of any loss or damage to the Investment Property. In such event, the Board of Trustees shall consult with the Custodian concerning selection of counsel and management of any litigation to recover for such loss.

5.8 Insurance.

(a) The Custodian shall maintain insurance coverage which it has determined to be commercially reasonable with respect to the services provided by Custodian. Custodian will, annually an upon request of the Board or the Program Administrator, provide a certificate of insurance documenting Custodian's insurance coverage.

5.9 Setoff.

The Custodian shall not have, and shall not seek to enforce, any right of setoff, recoupment or similar rights against the Investment Property for any amounts owed to the Custodian pursuant to this Agreement.

ARTICLE VI

TRUST EXPENSES

6.1 Expenses.

(a) In consideration of the performance of its obligations hereunder, the Program Administrator shall receive a fee from the Trust as set forth on Exhibit F, which fee shall be paid from the earnings of the Trust. The Program Administrator's fee shall be an Investment Property Liability. The Program Administrator shall submit a monthly bill to the chairman of the Board of Trustees for approval stating the amount of the fee for the previous month and providing sufficient information to demonstrate that the fee was calculated in accordance with Exhibit F. The chairman of the Board of Trustees is hereby given the authority to approve or disapprove the bills submitted by the Program Administrator. After receiving the approval of the chairman of the Board of Trustees of such bills, the Program Administrator shall submit such bills to the Custodian for payment and the Custodian shall pay such bills from the earnings of the Trust. If the chairman of the Board of Trustees does not approve the bills submitted by the Program Administrator within 60 days of their submittal, the Program Administrator may present the bills to the Board of Trustees for review and approval.

(b) From its fee, the Program Administrator shall pay the following costs and expenses:

(1) the Custodian's fee as set forth in Exhibit I;

(2) all custodial and securities clearance transaction charges;

(3) the costs of third parties retained by the Program Administrator to render investment advice pursuant to Section 4.9;

(4) all Investment Property record-keeping expenses;

(5) the costs of preparing monthly and annual reports;

(6) the costs related to sales, marketing and client service (including website maintenance and certain conference sponsorships);

(7) the cost of valuing the Investment Property;

(8) outgoing wire charges of the Custodian and the costs of Participant communications, including Participant surveys and mailings;

(9) the costs of the Trust's auditors and legal counsel;

(10) the costs of meetings of the Participant or the Board of Trustees;

(11) outgoing wire charges of the Custodian and the cost of obtaining a rating, if any;

(12) expenses for Board and Participant meetings, including Board travel and education expenses; and

(13) the costs of Insurance for the Board and the Trust.

The Program Administrator and the Board of Trustees shall annually establish a budget for the Board's expenses, including, without limitation, the expenses of the Board and committee meetings, the Participant meeting(s), Board travel and education expenses, legal fees, audit fees and insurance the Program Administrator shall facilitate the payment of these expenses on behalf of the Board from its fee.

(c) Any expenses not paid by Public Trust Advisors, LLC above shall be as mutually agreed upon by the Program Administrator and the Board of Trustees.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of Each Participant.

Each Participant hereby represents and warrants that:

(a) the Participant has taken all necessary actions and has received all necessary approvals and consents and adopted all necessary resolutions, including, without limitation, as required by Section 2256.016(a) of the Act in order to execute and deliver this Agreement and to perform its obligations hereunder, including, without limitation, the appointment of the Trustees as Trustees, the appointment of the Custodian as Custodian and the appointment of the Program Administrator as Program Administrator; and

(b) the execution, delivery and performance of this Agreement by the Participant are within the power and authority of the Participant and do not violate the laws of the State of Texas applicable to the Participant itself and not to the other parties hereto or the Participant's charter or its organizational statute, instrument or documents or any other applicable local ordinance, resolution, rule or regulation; and

(c) the execution, delivery and performance of this Agreement has been duly authorized and this Agreement is the legal, valid and binding obligation of the Participant enforceable against the Participant in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization, and similar laws now or

hereafter in effect relating to creditors' rights generally, and subject to general principles of equity (whether applied in a proceeding at law or in equity); and

(d) the certificates delivered heretofore or hereafter by the Participant pursuant to this Agreement, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading; and

(e) the execution, delivery and performance of this Agreement do not conflict with or result in the breach or termination of, or otherwise give any other person the right to terminate, or constitute a default, event of default or an event with notice or lapse of time or both would constitute a default or an event of default under the terms of any contract or permit to which the Participant is a party or by which the Participant or its properties are bound; and

(f) the proposed investment strategies of the Trust are consistent with, and are contemplated by the investment strategy adopted by the Participant pursuant to Section 2256.005(d) of the Act.

7.2 Representations and Warranties of the Custodian.

The Custodian hereby represents and warrants that:

(a) the Custodian is a duly organized and validly existing national banking organization, organized under the laws of the United States with an office in Dallas, Texas and is duly qualified to conduct business in the State of Texas; and

(b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of the Custodian and this Agreement is the legal, valid and binding obligation of the Custodian enforceable against the Custodian in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and similar laws now or hereafter in effect relating to creditors' rights generally or the rights of creditors of banks, and subject to general principles of equity (whether applied in a proceeding at law or in equity); and

(c) the performance by the Custodian of its obligations under this Agreement does not violate any laws, rules or regulations of the State of Texas applicable to the Custodian itself and not to the other parties hereto.

7.3 Representations and Warranties of the Program Administrator.

The Program Administrator hereby represents and warrants that:

(a) the Program Administrator is a duly organized and validly existing Colorado limited liability company, and is an investment advisor duly registered under the Investment Advisers Act of 1940; and

(b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of the Program Administrator and this Agreement is the legal, valid and binding obligation of the Program Administrator, enforceable against the

Program Administrator, in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and similar laws now or hereafter in effect relating to creditors' rights generally, and subject to general principles of equity (whether applied in a proceeding at law or in equity); and

(c) the performance by the Program Administrator of its obligations under this Agreement does not violate any laws, rules or regulations of the State of Texas applicable to the Program Administrator itself and not to the other parties hereto.

ARTICLE VIII

COVENANTS

8.1 Source of Investments.

Each Participant hereby covenants that it will invest pursuant to Section 2.2 only Investment Funds that are permitted to be invested by it pursuant to the laws of the State of Texas and any charter, instrument, organizational document or organizational statute applicable to such Participant and any state or local ordinance, resolution, rule or regulation applicable to such Participant, and that it will perform all actions required by the laws of the State of Texas and any charter, instrument, organizational document or organizational statute applicable to such Participant and any state or local ordinance, resolution, rule or regulation applicable to such Participant to be done prior to such investment.

8.2 Truth of Representations and Warranties.

Each party to this Agreement hereby covenants that it shall withdraw from this Agreement prior to the time any of the representations and warranties made by it in Article VII hereof ceases to be true.

ARTICLE IX

AMENDMENT AND TERMINATION

9.1 Amendment.

(a) Unless explicitly set forth otherwise herein, this Agreement may be amended only by a writing consented to by the Program Administrator, the Custodian and the Trust, acting through the Board of Trustees.

(b) Any amendment executed pursuant to Section 9.1(a) hereof will be effective thirty (30) days after notice is mailed to the Participants setting forth such amendment and stating that the last consent required by Section 9.1(a) hereof has been obtained.

(c) Notwithstanding the foregoing, Exhibit E may be amended by a writing consented to by a majority of the Board of Trustees. Any such amendment shall become effective thirty (30) days after notice is mailed to the Program Administrator, the Custodian and

the Participants setting forth such amendment and stating that such amendment has been consented to by a majority of the Board of Trustees.

(d) Notwithstanding the foregoing, Exhibits A, B and C may be amended by the Program Administrator. Any such amendment shall become effective thirty (30) days after notice is mailed to the Participants and the Custodian setting forth such amendment.

(e) Notwithstanding the foregoing, Exhibit G may be amended by an amendment consented to by the Program Administrator and the Custodian. Any such amendment shall become effective upon the obtaining of such consents.

(f) All Participants that remain Participants after any amendment becomes effective shall be deemed to have consented to the amendment.

9.2 Termination.

(a) This Agreement shall continue in full force and effect unless terminated as set forth in this Section 9.2. This Agreement may be terminated at any time pursuant to a duly adopted amendment hereto. This Agreement shall terminate automatically if this Agreement is not amended to name a new Custodian or Program Administrator on or before the day that is immediately prior to the date on which the resignation, withdrawal or removal of the Custodian or Program Administrator would otherwise become effective.

(b) Upon the termination of this Agreement pursuant to this Section 9.2:

(i) The Custodian, the Board of Trustees, the Trust and the Program Administrator shall carry on no business in connection with the Investment Property except for the purpose of satisfying the Investment Property Liabilities and winding up their affairs in connection with the Investment Property;

(ii) The Custodian, the Board of Trustees, the Trust and the Program Administrator shall proceed to wind up their affairs in connection with the Investment Property, and all of the powers of the Custodian, the Board of Trustees, the Trust and the Program Administrator under this Agreement shall continue until the affairs of the Custodian, the Board of Trustees, the Trust and the Program Administrator in connection with the Investment Property shall have been wound up, including, but not limited to, the power to collect amounts owed, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay Investment Property Liabilities, and do all other acts appropriate to liquidate their affairs in connection with the Investment Property; and

(iii) After paying or adequately providing for the payment of all Investment Property Liabilities, and upon receipt of such releases, indemnities and refunding agreements as each of the Custodian, the Board of Trustees, the Trust and the Program Administrator deem necessary for their protection, the

Program Administrator shall direct the Custodian to distribute the remaining Investment Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate Balances.

(c) Upon termination of this Agreement and distribution to the Participants as herein provided, the Program Administrator shall execute and lodge among the records maintained in connection with this Agreement an instrument in writing setting forth the fact of such termination, and the Program Administrator, the Custodian, the Board of Trustees and the Participants shall thereupon be discharged from all further liabilities and duties hereunder, the Trust shall cease, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged; provided that Sections 4.6(a), 4.8 and 5.6 hereof shall survive any resignation or termination of the Program Administrator or the Custodian or any termination of this Agreement.

(d) If this Agreement is terminated pursuant to Section 9.2 (a) hereof because of the resignation and/or removal of the Program Administrator, such resignation and/or removal shall be postponed until the instrument contemplated by Section 9.2(c) hereof has been executed and lodged among the records maintained in connection with this Agreement.

(e) Notwithstanding the above, one or more separate pools or portfolios established pursuant to this Trust Agreement may be terminated and its assets distributed to the Participants of that pool or portfolio. The dissolution of a pool or portfolio established pursuant to this Trust Agreement does not affect any other pool or portfolio established pursuant to this Trust Agreement. No pool or portfolio established pursuant to this Agreement shall have any right to or claim on the assets of any other pool or portfolio established pursuant to this Agreement.

ARTICLE X

MISCELLANEOUS

10.1 Governing Law.

This Agreement is executed by the Participants and delivered in the State of Texas and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State of Texas.

10.2 Counterparts.

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

10.3 Severability.

The provisions of this Agreement are severable, and if any one or more of such provisions (the "Conflicting Provisions") are in conflict with any applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Agreement and this Agreement may be amended pursuant to Section 9.1 hereof to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted prior to the discovery or removal of the Conflicting Provisions.

10.4 Pools Separately Managed.

Separate pools or portfolios established and operated pursuant to the Trust Agreement shall be managed and operated separately and independently by the Program Administrator. There shall be no co-mingling of funds between pools or portfolios and Participants in one pool or portfolio established pursuant to this Trust Agreement shall have no claim on the funds or assets of another pool or portfolio established pursuant to this Trust Agreement, and investment earnings shall remain in the pool or portfolio in which they are realized.

10.5 Gender; Section Headings and Table of Contents.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any-headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

10.6 No Assignment.

No party hereto may sell, assign, pledge or otherwise transfer any of its rights or benefits under this Agreement to any other Person, and any purported sale, assignment, pledge or other transfer shall be null and void.

10.7 No Partnership.

Other than the creation of the Trust by the Participants hereunder, no provision of this Agreement shall create or constitute an association of two or more Persons to carry on as co-owners a business for profit, and none of the parties intends this Agreement to constitute a partnership or any other joint venture or association.

10.8 Notice.

Unless oral notice is otherwise allowed in this Agreement, all notices required to be sent under this Agreement:

(a) shall be in writing;

(b) shall be deemed to be sufficient if given by (i) depositing the same in the United States mail, postage prepaid, or (ii) electronically transmitting such notice by any means such as by facsimile transmission, telegraph, telex or computer hookup; or (iii) by depositing the same with a courier delivery service, addressed to the person entitled thereto at his address or phone number as it appears on the records maintained by the Program Administrator;

(c) shall be deemed to have been given on the day of such mailing, transmission or deposit; and

(d) any of the methods specified in Section 10.7(b) shall be sufficient to deliver any notice required hereunder, notwithstanding that one or more of such methods may not be specifically listed in the sections hereunder requiring such notice.

10.9 Entire Agreement.

Except with respect to the letter described in Exhibit G between the Custodian and the Program Administrator, this Agreement shall constitute the entire agreement of the parties with respect to the subject matter and shall supersede all prior oral or written agreements in regard thereto.

10.10 Confidentiality.

(a) All information and recommendations furnished by the Program Administrator to the Participants or the Board of Trustees that is marked confidential and all information and directions furnished by the Program Administrator to the Custodian shall be regarded as confidential by each such Person to the extent permitted by law. The Program Administrator and the Custodian shall regard as confidential all information concerning the Investment Property and the affairs of the Trust and Participants. Nothing in this paragraph shall prevent any party from divulging information as required by law or from divulging to civil, criminal, bank or securities regulatory authorities where such party may be exposed to civil or criminal proceedings or penalties for failure to comply or to prevent the Program Administrator from distributing copies of this Agreement or the aggregate value of the Trust to third parties, provided, however, confidential information shall not include (i) information that is independently developed or obtained by a party without the use of information provided by any other party; or (ii) information that is otherwise available to the public.

(b) In the event that on-line terminals or similar electronic devices are used for communication from the Program Administrator to the Custodian, or from the Participants to either the Program Administrator or the Custodian, the Program Administrator and the Participants agree to safeguard and maintain the confidentiality of all passwords or numbers and to disclose them only to such of its employees and agents as reasonably require access to the information concerning the Investment Property. The Custodian agrees to safeguard and maintain the confidentiality of all passwords or numbers and to limit access to this information for the purpose of acting pursuant to this Agreement. The Custodian and the Program

Administrator may electronically record any instructions given by telephone, and any other telephone discussions with respect to the Account or transactions pursuant to this Agreement.

10.11 Disputes.

In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation or a method of alternative dispute resolution. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation or alternative dispute resolution provided in writing at least 10 days before commencing legal action.

10.12 Majority of Participants.

Whenever any provision hereof refers to a majority of the Participants, such majority shall be determined based upon the number of Participants at that time and shall not be determined by a reference to the Balance of each Participant.

10.13 Writings.

Whenever this Agreement requires a notice, instruction or confirmation to be in writing or a written report to be made or a written records to be maintained, it shall be sufficient if such writing is produced or maintained by electronic means or maintained by any other photo static, photographic or micrographic data storage method such as microfiche as well as on paper.

10.14 Effective Date.

This Agreement shall become effective on the Effective Date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in its name and on its behalf as of the date first written above.

PUBLIC TRUST ADVISORS, LLC, D/B/A PUBLIC TREASURY MANAGEMENT AND ADVISORY FINANCIAL SOLUTIONS

By: _____
Name: Todd Alton
Title: Chief Executive Officer

By: _____
Name: Matthew Starr
Title: Managing Director

UMB BANK, N.A.
as Custodian

By: _____
Name: _____
Title: _____

THE PARTICIPANTS IN THE TRUST THAT HAVE ENTERED INTO THIS AGREEMENT

By: _____
Chair, Board of Trustees of the Trust

By: _____
Secretary, Board of Trustees of the Trust

EXHIBIT A

INVESTMENT PROCEDURES

1) A Participant shall provide notification to the Program Administrator via methods acceptable to the Program Administrator indicating the amount to be invested, and if more than one fund or account with Texas CLASS has been established by the Program Administrator, into which fund or account such amount shall be invested (there is no minimum investment). The Participant shall instruct its bank depository to wire Investment Funds to the corresponding account at the Custodian.

2) Receipt of the Program Administrator prior to the cut-off time established pursuant to the Texas CLASS website, accessible at http://www.texasclass.com, of notification of Investment Funds being deposited will cause the value of the Investment Funds to be credited and earn interest on the same Business Day.

3) Receipt by the Program Administrator after the cut-off time established pursuant to the Texas CLASS website, accessible at http://www.texasclass.com, of notification of Investment Funds being deposited will cause the value of the Investment Funds to be credited and earn Interest on the next Business Day.

4) If Investment Funds for which notification of deposit has been given, are not received (except if the Participant can show the contribution procedures have been followed) by the end of the Business Day on which such notification is given, the Program Administrator shall deduct the value of such Investment Funds from the Participant's Balance if previously credited.

If the Participant fails to instruct its bank depository to wire Investment Funds before the cut-off time established pursuant to the Texas CLASS website, accessible at http://www.texasclass.com, on the day notice of the deposit is provided the Program Administrator, the Participant's Balance shall be charged interest equal to any interest earned on such failed deposit for each day the Participant's Balance was credited with the deposit before the date the deposit was received. If the Participant can show the contribution procedures have been followed, and, notwithstanding, the Investment Funds are not received, then the Program Administrator shall seek to obtain such Investment Funds from the party responsible for failure of delivery.

5) Participants are prohibited from withdrawing Investment Funds credited to their Balance(s) pursuant to (2) or (3) above, until such Investment Funds are received by the Custodian.

6) These Investment Procedures may be amended from time to time pursuant to Section 9.1(d) hereof, provided, however, that the Program Administrator will only change the times set forth above after consulting with the Custodian.

EXHIBIT B

PAYMENT PROCEDURES

The payment procedures below apply to Texas CLASS and Texas CLASS Government Only pools. In the event the Board elect to introduce a portfolio or pool pursuant to this Agreement which does not provide for same-day liquidity, such disclosures will be provided to Participants within the portfolio or pools separate Information Statement.

1) The Participant shall provide notification to the Program Administrator via methods acceptable to the Program Administrator indicating the amount to be withdrawn, and if more than one fund or account within Texas CLASS has been established, from which fund or account such amount shall be withdrawn.

2) The Participant shall indicate the payee and include wire or ACH instructions.

3) Requests for withdrawals received by the Program Administrator by the cut-off time established pursuant to the Texas CLASS website, accessible at http://www.texasclass.org will be processed to permit payment on the Business Day.

4) Requests for withdrawals received by the Program Administrator after the cut-off time established pursuant to the Texas CLASS website, accessible at http://www.texasclass.org, will be processed the following Business Day.

5) Participants may only request withdrawals from an account of an amount not to exceed their Balance in such account at the time payment is made pursuant to such request.

6) Requests for withdrawals received in accordance with (3) above by the Program Administrator shall be wired or processed through ACH in accordance with the Participant's instructions after noon on such Business Day and the funds so wired or processed through ACH shall be immediately available funds.

7) These Payment Procedures may be amended from time to time pursuant to Section 9.1(d) hereof, provided, however, that the Program Administrator will only change the times set forth above after consulting with the Custodian.

EXHIBIT C

VALUATION PROCEDURES

1. Portfolio Valuation.

At least daily, the Investment Property Value shall be determined on a mark to market basis as follows:

The Program Administrator shall determine the market value of the specific investment holdings for the Texas CLASS pool or portfolio. The market values shall be obtained from one or more sources that the Program Administrator believes to be reliable for providing such information. A credible pricing source will be used by the Program Administrator to price the underlying securities on a daily basis.

Alternatively, the Investment Property Value may be determined using the amortized cost valuation method. The amortized cost valuation method involves initially valuing a security at its cost and thereafter accreting to maturity any discount or amortizing to maturity any premium, regardless of the impact of fluctuating interest rates on the market value of the instrument.

2. Amendment. These Valuation Procedures may be amended from time to time pursuant to Section 9.1(d) hereof.

EXHIBIT D

PARTICIPATION CERTIFICATE

The undersigned _____ does hereby request that it be admitted as a Participant pursuant to Section 2.3 of the Tenth Amended and Restated Trust Agreement (the "Agreement") dated as of February 25, 2021 by and between the Participants, UMB Bank, N.A., as Custodian, and Public Trust Advisors, LLC By executing this Participation Certificate, the undersigned agrees that, upon the execution hereof by the Program Administrator, it will become subject to the same obligations and shall have the same rights as if it had executed the Agreement.

The undersigned hereby certifies that _____ is the duly designated Representative of the undersigned as required by the Agreement.

The undersigned hereby certifies that its governing body has taken all actions required by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, in order for it to participate in the Trust created by the Agreement.

_____
(Name of Participant)

PARTICIPANT EXECUTION DATE

By: _____
Name:
Title:

Accepted:

Public Trust Advisors, LLC.

By:_____
Name:
Title:

EXHIBIT E

INVESTMENT CRITERIA

1. General Objectives

   a. Legality: invest only in investments legally permissible under Texas law.

   b. Safety: minimize risk by managing portfolio investments so as to preserve principal and maintain a stable asset value. The Trust shall be managed so that the Trust shall receive the highest rating for a local government investment pool from a nationally recognized statistical rating organization for so long as such a rating is required by Texas law.

   c. Liquidity: manage portfolio investments to ensure that cash will be available as required to finance Participants' operations.

   d. Yield: maximize current income to the degree consistent with legality, safety and liquidity.

2. General Standard

All investments made on behalf of the Trust shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives in order of priority:

1. preservation of safety of principal;
2. liquidity; and
3. yield.

3. Investments

Investment Funds may be invested in any or all of the legal investments specified in Sections 2256.009 through 2256.016, Public Funds Investment Act, Texas Government Code, as the same may be hereafter amended, or in any successor statute, but only to the extent that such investments would be permitted by Rule 2a-7, as amended from time to time, promulgated by the United States Securities and Exchange Commission pursuant to the Investment Company Act of 1940, as amended (the "Rule") if the Rule were applicable to the Trust. The investment criteria for any additional pools or portfolios established pursuant to the Agreement may provide for a more limited investment criteria or investment in only certain investments specified in the Public Funds Investment Act.

4. Amendments

These Investment Criteria may be amended from time to time pursuant to Section 9.1(c) hereof.

EXHIBIT F

PROGRAM ADMINISTRATOR'S FEE

For the performance of its obligations under this Agreement, the Program Administrator will charge a fee from the Investment Property Value (the "Daily Fee") for each pool or portfolio established pursuant to this Agreement. This Daily Fee will accrue on a daily basis and be paid monthly in arrears and prorated for any portion of the month in which this Agreement is in effect.

The Daily Fee shall be calculated as follows: The Investment Property Value is multiplied by the Applicable Fee Rate and is divided by 365 or 366 days in the event of a leap year to equal the Daily Fee accrual. The Investment Property Value shall be based on the current day's settled shares outstanding. For weekend days and holidays, the settled shares outstanding for the previous business day will be utilized for the calculation of fees.

The Applicable Fee Rate shall be determined monthly on the first business day of each month for each pool or portfolio established pursuant to this Agreement, and shall be calculated according to the schedule below which is applicable to each pool or portfolio established pursuant to this Agreement:

	Cumulative Balance	Fee %
First	$1,000,000,000	.120%
Next	$1,000,000,000	.110%
Next	$1,000,000,000	.100%
Next	Over $3,000,000,000	.090%

Fees may be voluntarily waived from time-to-time, and at the sole discretion of the Program Administrator. Periodic fee waivers may be required to adjust the fund's yield performance based upon various market conditions. Any such waived fees shall be communicated to the Board of Trustees.

EXHIBIT G

CUSTODIAN'S FEE

Rate Schedule

The Program Administrator shall pay to the Custodian the costs and fees specified in the Fee Schedule effective April 1, 2021 from the Custodian to the Program Administrator, as amended from time to time by the Program Administrator and the Custodian pursuant to Section 9.1(e) hereof.

EXHIBIT H

CERTIFICATION OF PROGRAM ADMINISTRATOR

Public Trust Advisors, LLC, a _____limited liability company, (the "Program Administrator") does hereby make and execute this Certificate for the benefit of the Board of Trustees of Texas Cooperative Liquid Assets Securities System Trust and all Participants in the Trust:

The Program Administrator is duly organized and validly existing under the laws of the State of _____.

The Program Administrator has full authority to enter into and execute the Tenth Amended and Restated Trust Agreement dated as of February 25, 2021 (the "Trust Agreement") by and among the Texas local governmental entities and public entities that have taken the actions required by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, and that have either executed the Trust Agreement or counterparts of the Trust Agreement or Participation Certificates pursuant to Section 2.3 of the Trust Agreement (the "Participants"), UMB Bank, N.A., as Custodian (the "Custodian") and the Program Administrator. .

The terms and performance of the Trust Agreement Amendment are not in conflict with: the Articles of Organization, or Operating Agreement, as amended, of the Program Administrator, or any other instrument or restriction to which the Program Administrator is a party or to which the Program Administrator is subject.

There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, arbitrator, or public board or body pending, or to the knowledge of the Program Administrator threatened, against the Program Administrator or, to the knowledge of the Program Administrator, any basis therefore, wherein an unfavorable decision, ruling or finding would have a material adverse effect upon the financial condition of the Program Administrator or would adversely affect the authority of the Program Administrator to enter into or perform, or the due performance by the Program Administrator of, its obligations under the Trust Agreement.

The Program Administrator hereby represents that there are no material financial conditions or liabilities that would prevent or materially impede the Program Administrator from performing its obligations under the Trust Agreement.

The person named in the certificate below is a duly elected, qualified and acting officer of the Program Administrator holding the position set forth below such person's name, and the signature appearing above such person's name is such person's true and genuine signature.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Program Administrator has caused this certificate to be signed in its name as of _____, 20__.

Public Trust Advisors, LLC
a _____,

By: _____
Name: _____
Title: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON THE 4TH DAY OF NOVEMBER, 2025, IN THE CITY OF BIG SPRING, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS DISCUSSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, heretofore, the Mayor of the City of Big Spring, Texas caused to be published a resolution announcing the special election for the purpose of submitting to the voters the question of whether the Fire and Police Employee Relations Act should be adopted for the Big Spring Fire Department to be held on the 4th day of November, 2025, as required by City Charter and State law; and

WHEREAS, notice of said election was duly given as required by law and as directed in said resolution as is shown by affidavit properly filed in the office of the City Secretary; and

WHEREAS, said election was duly and legally held on the 4th day of November, 2025, in conformity with the election laws of the State of Texas and the City Charter, and the results of said election have been certified and returned by the proper judges and clerks thereof; and

WHEREAS, this Council has today considered the returns of said election; and

WHEREAS, it appears to the Council, and the Council so finds, that the Howard County Elections Administrator has tabulated the results of said election and certified the tabulation to the Council, and that the tabulation is correct;

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

SECTION 1. The tabulation of votes cast in the City Council general election held on the 4th day of November, 2025, made and certified by the Howard County Elections Administrator, is attached hereto as Exhibit A and made a part hereof. The City Council hereby determines that the tabulation is correct and adopts Exhibit A as the official tabulation of the votes cast at said election and that said tabulation be filed and recorded in the official records of the City as the official canvass of said election.

SECTION 2. In accordance with Exhibit A, the City Council determines that the official canvass of the returns of said elections reflects the following results:

A majority of the votes cast for/against the question of whether the Fire and Police Employee Relations Act should be adopted for the Big Spring Fire Department and was duly adopted/not adopted as follows:

For _____

Against _____

SECTION 3. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

SECTION 4. This resolution shall take effect and be in full force from and after its final passage.

PASSED AND APPROVED on a first reading at a regular meeting of the City Council, on the **17th** day of **November, 2025**, with all members of the Council present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a second regular meeting of the City Council, on the **17th** day of **November**, **2025**, with all members of the Council present voting "aye" for the passage of same.

_____
Robert H. More III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AUTHORIZING EDUCATION AGREEMENTS WITH FIREFIGHTER CADETS; REQUIRING REPAYMENT OF TRAINING COSTS IF THEIR EMPLOYMENT TERMINATES WITHIN TWO YEARS OF COMPLETION OF TRAINING; 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, City Council expends valuable time, money and other resources on Firefighter and Emergency Medical Services training for Fire Department recruits; and

WHEREAS, the City is not able to recoup such time, money and resources if such recruits terminate employment with the City within a short time after completing the training;

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

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

SECTION 2. The City Manager, the Fire Chief, and the Director of Human Resources are hereby authorized to execute agreements in the form of Exhibit A with employees on behalf of the City. The City Manager may change these authorizations by filing a letter with the City Secretary.

SECTION 3. This Resolution supersedes Resolution 18-2007. Any other resolutions or parts of resolutions and minute orders in conflict herewith are hereby repealed to the extent of the conflict.

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

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

SECTION 6. This Resolution shall become effective immediately.

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

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

_____
Robert H. Moore III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

EXHIBIT A

EDUCATION AGREEMENT

This Agreement is made in Big Spring, Howard County, Texas, on this the _____ day of _____, _____, referred to as the "Agreement," between the City of Big Spring, a Texas home rule municipal corporation, referred to in this Agreement as "City," and _____, referred to as the "Employee," who is employed by the City of Big Spring, Employee Number _____. The City and the Employee are each a "Party," and together are the "Parties."

In consideration of the mutual covenants and agreements hereinafter set forth, the City and the Employee agree as follows.

I. TRAINING PROGAM

The City agrees to provide the selected training program or training programs for the Employee as indicated in Article II of this Agreement.

II. TRAINING PROGRAM COSTS

The training program or programs, along with their associated cost, subject to this Agreement is/are indicated by a mark or marks below.

_____ Certified Firefighter (Fire Academy). $2,800
_____ Certified Emergency Medical Technician (EMT program). $1,900

For purposes of this Agreement, the City and the Employee agree that the sum of the costs as stated above for the selected program or programs are referred to as the "Training Program Costs."

III. EMPLOYEE OBLIGATION

Upon the later of two years or 5,824 hours of service working after the date that the Employee goes on shift for the Big Spring Fire Department while both: certified as a firefighter by the Texas Commission on Fire Protection (TCFP); and certified as an emergency medical technician by the Texas Department of State Health Services (DSHS) any obligation of Employee to repay the City for Training Program Costs under this Agreement expires, and this Agreement terminates.

The Employee agrees to repay the City for all Training Program Costs immediately upon termination of his or her employment with the City if such occurs prior to the Agreement terminating. Employee shall make such repayment to City within thirty (30) days of leaving employment. The Employee further agrees to pay all costs of court and the City's attorneys' fees if a collection suit is necessary to collect such repayment after the

Employee is discharged.

Such repayment shall be made to the City regardless of whether the termination is voluntary or involuntary.

Upon termination with the Employee having a duty to repay the City under this Agreement, Employee agrees that Employee's last paycheck will be subject to deduction for partial or full payment of Training Program Costs. In no case, however, will Employee's hourly pay fall below the minimum wage.

If it is determined that Employee terminated the employment for cause, no repayment to City will be owed. In the event of permanent total disability of the Employee, or, in the judgment of the City, of extreme hardship on the part of the Employee, the Employer will waive the Training Program Costs.

IV. MISCELLANEOUS

A. Employment Status

This Agreement does not affect any of Employee's rights and duties as a City of Big Spring employee, except as stated by this Agreement. This Agreement creates no contract of employment between the City of Big Spring and the Employee. This is not an employment agreement. Employee understands that signing this Agreement is not a condition of employment with the City of Big Spring.

B. Repayment by Subsequent Employer

Employee whose employment with the City has terminated (voluntarily or involuntarily), may request that a subsequent employer assume responsibility for reimbursing City for the Training Program Costs, but Employee will remain personally liable to City until all Training Program Costs are repaid to City.

C. Agreement Term

Upon Employee's employment terminating with City, Article I of this Agreement shall no longer be effective, while the other Articles and parts of this Agreement shall continue in force.

D. 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.

E. Entire Agreement.

This Agreement constitutes the sole and entire agreement of the Parties with respect to the

subject matter of this Agreement and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. The Parties have not relied on any statement, representation, warranty, or agreement of the other Party or of any other person on such Party's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement.

F. Amendment and Modification

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. The Parties may, by mutual written agreement, amend this agreement. Such amendments shall be incorporated into and made a part of this Agreement.

G. Waiver

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 this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

H. Venue Selection, 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 shall be exclusively filed and adjudicated in state courts sitting in Howard County, Texas, and appellate courts thereof. 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.

I. Non-waiver of governmental immunity

(1) 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.

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

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

J. Acknowledgement of Review and Opportunity for Legal Consultation

(1) The Employee hereby acknowledges, represents, and warrants that the Employee has read this Agreement in its entirety, has had sufficient time to review all provisions contained herein, and fully understands the terms, conditions, obligations, rights, and responsibilities set forth in this Agreement. The Employee further acknowledges that the Employee has had the opportunity to ask questions about any provisions that the Employee did not understand and has received satisfactory answers to all such questions.

(2) The Employee expressly acknowledges and represents that, prior to executing this Agreement, the Employee has been afforded a reasonable and sufficient opportunity to consult with an attorney or other legal counsel of the Employee's own choosing regarding the terms, conditions, and legal consequences of this Agreement. The Employee further acknowledges that the Employee has either: (i) consulted with an attorney regarding this Agreement prior to signing; or (ii) voluntarily and knowingly waived the right to consult with an attorney despite having been encouraged to do so.

(3) The Employee hereby represents and warrants that the Employee is entering into this Agreement voluntarily and of the Employee's own free will, without any duress, coercion, undue influence, or improper inducement. The Employee acknowledges that no oral representations, statements, or inducements, apart from those expressly set forth in this Agreement, have been made to induce the Employee to enter into this Agreement.

(4) The Employee understands and agrees that by signing this Agreement, the Employee is bound by all terms and conditions contained herein. The Employee acknowledges that this Agreement constitutes a legally binding contract enforceable under the laws of the State of Texas, and that failure to read or understand any provision of this Agreement shall not affect the validity or enforceability of this Agreement or any provision herein.

K. Waiver of jury trial

In the event of litigation relating to this Agreement, **THE CITY AND EMPLOYEE EACH WAIVE THE RIGHT TO A JURY TRIAL**. Each Party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to this Agreement, or the transactions contemplated hereby. Each Party certifies and acknowledges that (a) no representative of the other Party has represented, expressly or otherwise, that the other Party would not seek to enforce the foregoing waiver in the event of a legal action, (b) it has considered the implications of this waiver, (c) it makes this waiver knowingly and voluntarily, and (d) it has decided to enter into this Agreement in consideration of, among other things, the mutual waivers and certifications in this Article IV, Section J.

<signature page follows>

Executed in Big Spring, Howard County, Texas, on this, the ___ day of _____ _____, _____.

CITY OF BIG SPRING

By: _____
Director of Human Resources

EMPLOYEE

_____
Signature

_____
Printed Name

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 024-2025 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026 BY INCREASING THE GENERAL FUND BUDGET TO AUTHORIZE THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF A FISHING DOCK AND THE INSTALLATION AT COMANCHE TRAIL LAKE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2025-26 budget for the City of Big Spring, Texas on September 23, 2025 ("Budget"); and

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

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

SECTION 1. The General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026 is hereby increased by the amount of $80,966.00 to account 002-027-370-6226-000, for the purpose of installing a fishing dock and kayak launch at the Comanche Trail Lake. The dock has been partially funded by a grant from the Texas Parks and Wildlife Department in the amount of $35,000.00 and from a private donor in the amount of $23,000.00 for total grant proceeds of $58,000. The balance of $22,966.00 will be funded through the General Fund Balance.

SECTION 2. The remaining portions of Ordinance Number 024-2025 shall remain in full force and effect.

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

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

SECTION 5. This ordinance shall be in force and effective from and after its final passage.

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

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

_____
Robert H. Moore III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

Memorandum

Date: November 17, 2025

From: Sandy Smith, Finance Director

To: Mayor and City Council

Re: Budget Amendment for the Appropriation of Funds for the Collective Bargaining Agreement Election

Attached is the estimate sent by the Elections Office of Howard County for the City's share of expenditures for the November 4th election. We did budget $50,000 in anticipation of an additional election; however, we did not anticipate that the cost would be $52,000.

We are expecting a shortfall of around $32,000.

Staff recommends that the budget amendment be approved for the additional appropriation.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 024-2025 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026 BY INCREASING THE GENERAL FUND BUDGET FOR THE PURPOSE OF APPROPRIATION OF FUNDS FOR THE COLLECTIVE BARGAINING ELECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2025-26 budget for the City of Big Spring, Texas on September 23, 2025 ("Budget"); and

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

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

SECTION 1. The General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026 is hereby increased by the amount of $32,000.00 to account 002-001-110-5521-000, for the purpose of an appropriation of funds for the collective bargaining election. The appropriation will be funded through the Fund Balance.

SECTION 2. The remaining portions of Ordinance Number 024-2025 shall remain in full force and effect.

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

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

SECTION 5. This ordinance shall be in force and effective from and after its final passage.

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

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

_____
Robert H. Moore III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

Estimate

Howard County Elections

300 S Main
Big Spring, Texas 79720
432-264-2273
jodiduck.ea@gmail.com

ELECTION General and Special Election
DATE November 4, 2025
CUSTOMER ID COBS

TO City of Big Spring
310 Nolan
Big Spring, Texas 79720

Number of Entities on Ballot
4

JOB
General and Special Election

SERVICES			QTY		
Delivery/Site Support			1	$	400.00
Ballots/Programming					
Ballot Coding				$	611.36
L&A Testing			1	$	50.00
Paper Ballots			10	$	15.19
Public Notices				$	100.00
Ballot by Mail @ $3.50 ea.			10	$	35.00
Payroll Clerks/Judges					
Clerk Training				$	112.00
Early Voting Workers				$	1,197.00
Election Day Workers				$	616.00
Ballot Board Clerks				$	112.50
Lease of Machines					
Early Voting		10	days		
ExpressVote	$	9,296.00	4	$	19,810.74
DS200	$	4,025.00	1	$	1,715.54
Epollbooks	$	2,800.00	1	$	1,193.42
Election Day/Vote Centers		4	CWPP Centers		
ExpressVote	$	26,560.00	10	$	15,848.59
DS200	$	9,200.00	1	$	2,744.86
Epollbooks	$	6,400.00	1	$	1,909.47
Entity Precinct Share Factor		0.29835447947			
Administration Fee			10%	$	4,647.17
		TOTAL DUE		$	51,118.83

Make all checks payable to HOWARD COUNTY
THANK YOU FOR YOUR BUSINESS!

Big Spring Fire Department

Memorandum

To: Todd Darden
CC: John Medina, Tami Davis, Sandy Smith
From: Jay Holt, Fire Chief
Date: October 27, 2025

Big Spring Fire Department is requesting approval to accept a $5,00.00 donation given by Occidental Petroleum Corporation. This donation was given to us for the purpose of purchasing equipment. We would like to thank OXY for their generous donation and recommend that council approve this donation.

1401 APRON DR, BIG SPRING, TX 79720
T 432-264-2304

Big Spring Fire Department

Memorandum

To: Todd Darden
CC: John Medina, Tami Davis, Sandy Smith
From: Jay Holt, Fire Chief
Date: October 27, 2025

Big Spring Fire Department is requesting approval to accept a $5,00.00 donation given by Atmos Energy. This donation was given to us for the purpose of purchasing equipment. We would like to thank Atmos for their generous donation and recommend that council approve this donation.

1401 APRON DR, BIG SPRING, TX 79720
T 432-264-2304

Memorandum

Date: November 17, 2025

From: Sandy Smith, Finance Director

To: Mayor and City Council

Re: Liens for 1309 Grafa

There were two liens filed on this property:

1) 7/17/2023 - Abatement of accumulated items/trash/weeds - $2,353.25
2) 9/30/2024 - Demolition of a substandard structure - $7,450.93

The property sold at a Sheriff's sale on November 14th, 2024. At the time of the sale, neither lien was recovered.

Surety Title Company has requested either a release of the liens or the current payoff amounts. Upon researching this matter, we contacted one of the tax attorneys at Perdue Brandon Fielder Collins & Mott LLP, which manages the collection of delinquent property tax for Howard County. PBFCM informed us that:

- The first lien was missed during the title search due to a misspelling of the property owner's last name.
- The second lien was filed after the title search was completed, but prior to the sale.

Legally, both liens remain attached to the property. City Council has the authority to release one or both liens at its discretion or leave the liens in place and have the new owner assume the liens attached to the property.

Please advise on how you would like to proceed regarding Surety Title's request.

2024-00008052
OPR Vol: 2265 P: 209
11/25/2024 02:38:43 PM Pages: 3 DTS
Brent Zitterkopf-County Clerk,Howard County, TX

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

RECEIVED
HOWARD COUNTY
SHERIFF'S OFFICE

SHERIFF'S DEED

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

WHEREAS, by virtue of a Tax Warrant issued out of the 118th District Court of Howard County, Texas, in Cause No. 7064 by the City of Big Spring, on behalf of itself and the other taxing units which tax this real property, authorizing the seizure and sale of the real property described in said application as Exhibit "A" provided by Subchapter E, Section 33.912 et seq. of the Texas State Property Tax Code.

I, Sheriff as aforesaid, in obedience to said Tax Warrant, did seize and levy upon all the estate, right, title, claim and interest which the said owners, unknown owners, and lienholders of said properties, on the 15th day of October, 2024 so had of, in and to, and since said time had of, in and to the premises hereinafter described, and on the 5th day of November, 2024 being the 1st Tuesday of said month, between the hours of 10:00 a.m. and 4:00 p.m. as prescribed by law, did sell said premises at public auction in the HOWARD COUNTY COURTHOUSE at the North Entrance of the Courthouse thereof, in the City of Big Spring, Texas, having first given public notice of the authority by virtue of which sale was to be made, the time of levy, the time and place of sale and a description of the property that was to be sold, together with the other information required by law, by causing an advertisement thereof to be published in the English language once a week for three consecutive weeks immediately preceding the date of such sale in the BIG SPRING HERALD a newspaper for such purpose, and having transmitted all such notice as required by law,

WHEREAS, at said sale, the property was sold to **B&B LAND SOLUTIONS**, hereinafter referred to as GRANTEE, for the sum of **$1,600.00**, that being the highest bid, and said sale being duly conducted; and,

WHEREAS, GRANTEE has paid to me the said sum of **$1,600.00**, receipt of which is hereby acknowledged;

NOW, WHEREAS, in consideration of the premises and said Tax Warrant issued on the 10th day of October, 2024, and the provisions of Subchapter E, Section 33.912 et seq. of the Texas State Property Tax Code, the Sheriff of Howard County, Texas aforesaid, have GRANTED, SOLD, and CONVEYED and by these presents do GRANT, SELL and CONVEY, unto the said **B&B LAND SOLUTIONS, 4019 VICKY ST., BIG SPRING, TX 79720**, all the estate, right, title, interest and claim which the owners of said properties being DAVID W. SAUSMAN, JUDY IRWIN SAUSMAN, CARY W. KARNS, AND OFFICE OF THE ATTORNEY GENERAL along with any Unknown Owners and lienholders, had on the 5th day of November, 2024, or at any time afterwards, in and to the premises described in said Tax Warrant the lot, tract or parcel of land lying and situated in Howard County, Texas and described as follows, to wit:

TRACT 19: **Lot Seventeen (17), Block Fifteen (15), Monticello Addition, City of Big Spring, Howard County, Texas. R283705**

to have and to hold the above-described property her successors and assigns forever, as fully and absolutely as I, Sheriff as aforesaid, can convey by virtue of said Tax Warrant, and the provisions of Subchapter E, Section 33.912 et seq. of the Texas State Property Tax Code, and subject to the prior owner's right of redemption as set out in said Section.

WHEREAS, the above-named Grantee exhibited to the officer who conducted the sale an unexpired written statement issued by the Howard County Tax Office pursuant to Texas Tax Code Section 34.015 showing that there are no delinquent taxes due to the Howard County Tax Office and that no school district or municipality with territory within such county has reported delinquent taxes due by the Grantee;

IN TESTIMONY WHEREOF, I have hereunto set my hand this 14 day of November, 2024.

Sheriff, Howard County, Texas

By _____
Deputy/Agent

GRANTEE: **B&B Land Solutions**
4019 Vicky St.
Big Spring, TX 79720

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14 day of November, 2024.

Saige Barker
NOTARY PUBLIC in and for
Howard County, Texas

AFTER RECORDING PLEASE RETURN TO:

IAN BROWN
4019 VICKY ST.
BIG SPRING, TX 79720

WHITNEY SAIGE BA...
Notary Public, State of T...
Comm. Expires 04-11...
Notary ID 13429...

WHITNEY SAIGE BARKER
Notary Public, State of Texas
Comm. Expires 04-11-2027
Notary ID 13429701-8

2023-00005605
OPR Vol: 2174 P: 567
07/17/2023 11:09:20 AM Pages: 3 LC
Brent Zitterkopf-County Clerk,Howard County, TX

MAINTENANCE LIEN
STATEMENT OF EXPENSES

STATE OF TEXAS §
§
COUNTY OF HOWARD §

I, Jacob Leos, Code Enforcement Officer, for the City of Big Spring, on oath state the below listed is a true and correct amount of work done and expenses incurred in the abatement of a nuisance located at LT17 BK 15 MONTICELLO 60X125 212 ACQ 020402 BLK/TCT 15 0.172 ACRES, also known as **1309 GRAFA**, City of Big Spring, Texas and that the following expenses incurred are due and unpaid; are just and reasonable and were necessary in order to correct the unsanitary conditions existing on said lot(s); that the work was done and expenses incurred at the time and in said amount mentioned, under and by virtue of the authority conferred on the City, by Section 342.007, Texas Health and Safety Code. Additionally, a civil penalty was authorized by Section 36-1, Big Spring City Code, Big Spring Property Maintenance Code Section 104.1.1, and City Council, and was assessed upon the property upon said lot(s) and remains unpaid. Pursuant to the laws and authority cited above, and the work done on behalf of the property by the City, together with the civil penalty, to secure the expenditures shown in the below listed account, together with interest at 10% per annum from the date.

Acct#	13418
Owner:	DAVID & JUDY SASMAN
Mailing Address:	1601 VINES AVE BIG SPRING TX,79720

Date Work Completed: 3/9/2023

Clean lot of accumulation/trash/weeds:

CLEANUP RESTORATION-CLEAN FRONT/BACK	$1825.00
Civil Penalty	$456.25
Documentation Fee	$72.00
Total Charges Due	$2353.25

I am sending a copy of this affidavit by certified mail to the owner or reputed owner at the owner's last known business or residence address.

Jacob Leos
Code Enforcement Officer

STATE OF TEXAS §
§
COUNTY OF HOWARD §

Before me, the undersigned authority, on this day personally appeared Jacob Leos, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same as Code Enforcement Officer for the purpose(s) and in the capacity therein stated.

Given under my hand and seal of office this 17th day of July, 2023.

SANDRA SMITH
Notary ID #131688413
My Commission Expires
August 20, 2026

Sandra Smith
Notary Public, State of Texas

Sandra Smith
Printed Name

My Commission Expires: 8/20/2026

Document Number 2023-00005605
Recording Date: 07/17/2023 11:09:20 AM
First B/V/P of this recording: B: OPR V: 2174 P: 567 Page 3 of 3

STATE OF TEXAS
COUNTY OF HOWARD
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Volume and Page stamped here on of the Named Records of Howard County, as stamped hereon by me.

Brent Zitterkopf, County Clerk

Recorded By: Angie Martin, Deputy

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Record and Return To: CITY OF BIG SPRING
217 E 3RD
BIG SPRING, TX 79720

2024-00005900
OPR Vol: 2248 P: 445
09/03/2024 10:56:17 AM Pages: 3 ML
Brent Zitterkopf-County Clerk,Howard County, TX

MAINTENANCE LIEN
STATEMENT OF EXPENSES

STATE OF TEXAS §
§
COUNTY OF HOWARD §

I, MALISSA GARCIA, Code Enforcement Officer, for the City of Big Spring, on oath state the below listed is a true and correct amount of work done and expenses incurred in the abatement of a nuisance located at LOT 17 BK:15 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRCT 7.0.172 ACRES, also known as **1309 GRAFA**, City of Big Spring, Texas and that the following expenses incurred are due and unpaid; are just and reasonable and were necessary in order to correct the unsanitary conditions existing on said lot(s); that the work was done and expenses incurred at the time and in said amount mentioned, under and by virtue of the authority conferred on the City, by Section 342.007, Texas Health and Safety Code. Additionally, a civil penalty was authorized by Section 36-1, Big Spring City Code, Big Spring Property Maintenance Code Section 104.1.1, and City Council, and was assessed upon the property upon said lot(s) and remains unpaid. Pursuant to the laws and authority cited above, and the work done on behalf of the property by the City, together with the civil penalty, to secure the expenditures shown in the below listed account, together with interest at 10% per annum from the date.

Acct#	70577/13509
Owner:	DAVID & JUDY SAUSMAN
Mailing Address:	1601 VINE'S, BIG SPRING TX,79720

Date Work Completed: 10/30/2023

DEMO CLEANUP	$5937.54
Civil Penalty	$1484.39
Documentation Fee	$29.00
Total Charges Due	$7450.93

I am sending a copy of this affidavit by certified mail to the owner or reputed owner at the owner's last known business or residence address.

M. Garcia
MALISSA GARCIA
Code Enforcement Officer

STATE OF TEXAS §
§
COUNTY OF HOWARD §

Before me, the undersigned authority, on this day personally appeared Marissa Garcia known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same as Code Enforcement Officer for the purpose(s) and in the capacity therein stated.

Given under my hand and seal of office this 30th day of August, 2024

Notary Public, State of Texas

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 13273924-1

Crystal Ramirez
Printed Name

My Commission Expires: 10-21-24

Document Number 2024-00005900
Recording Date: 09/03/2024 10:56:17 AM
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STATE OF TEXAS
COUNTY OF HOWARD
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Volume and Page stamped here on of the Named Records of Howard County, as stamped hereon by me.

Brent Zitterkopf, County Clerk

Recorded By: _____, **Deputy**

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Record and Return To: CITY OF BIG SPRING
310 NOLAN ST
BIG SPRING, TX 79720

Staff Report

To: The Honorable Mayor and City Council
From: The City Manager
Date: November 17, 2025
Subject: Adjourn

RECOMMENDATION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:
None

REPORT PREPARED BY:
Name1, Title
E-mail address
Phone #

APPROVED BY:
Department Head (optional)
Todd Darden, City Manager