CITY COUNCIL REGULAR AGENDA

Tuesday, February 24, 2026

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, February 24, 2026, 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.

City Manager's Report

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

   - Update - Large Item Pickup, District 2
   - Recognition of Under 55 Chamber Award

Consent Items

6.	Approval of the City Council Minutes of the Regular Meeting of February 10, 2026	6-11	Davis
7.	Acknowledge Receipt of the Big Spring Economic Development Board of Director's Minutes for the Regular Meeting of January 20, 2026	12-13	Medina
8.	Final Reading of a Resolution Authorizing and Appointing the City Manager to Submit an Application to the Office of the Governor, Criminal Justice Division, for a Grant to Secure Funding for Video/Audio Recording System and Cloud Network for Interview Rooms; and Providing an Effective Date	14-16	Williams
9.	Final Reading of an Ordinance Amending Chapter 1, Section 1-7 of the Big Spring City Code on the Severability of the Big Spring City Code if the Code or Part of the Big Spring City Code is Determined to be Invalid, Repealing Chapter 36, Section 36-355(a) and Chapter 48, Section 48-1, 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	17-21	Darden

Vouchers

10.	Vouchers for 02/06/26	$	1,028,367.80	Yanez
	Vouchers for 02/13/26	$	139,229.61	

Bids

11.	Consideration and Possible Action Awarding a Bid for Five	22-24	Medina

	Dump Trucks for Various Departments and Authorizing the City Manager or His Designee to Execute any Necessary Documents		

New Business

12.	First Reading of an Ordinance Providing for Reimbursement of Jurors in the Municipal Court, Amending Section 34-3, Chapter 34 of the Big Spring City Code; 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	25-26	Darden
13.	First Reading of an Ordinance Providing for the Issuance of City of Big Spring, Texas, Combination Tax and Surplus Revenue Tax Notes, Taxable Series 2026, in the Aggregate Principal Amount of $220,000; Awarding the Sale Thereof; Levying a Tax in Payment Thereof; Prescribing the Form of Said Notes; Approving the Private Placement Memorandum; Approving a Paying Agent/Registrar Agreement and One or More Escrow Agreements; and Enacting Other provisions Relating Thereto; and Providing an Effective Date.	27-63	Smith
a.	Big Spring Tax Notes TWDB	64-72	
b.	Paying Agent Registrar Agreement	73-87	
14.	First Reading of a Resolution Approving a Grant Agreement with the Texas Water Development Board from the Drinking Water State Revolving Fund in the Amount of $228,980 and Authorizing the Mayor as the Designated Representative of the City to Execute the Grant Agreement; Approving an Escrow Agreement; and Approving other Matters Related Thereto; Providing an Effective Date.	88-91	Smith
a.	City of Big Spring Principal Forgiveness Agreement	92-144	
b.	Escrow Agreement Between the City of Big Spring, Texas and BOKF, NA, as Escrow Agent	145-152	
15.	First Reading of a Resolution to Adopt Reasonable Monthly and Annual Time Limits Without Recovering the City's Costs Attributable to Personnel Time for Requestors of Public Information; 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	153-158	Darden

Establishing an Effective Date.

16.	First Reading of a Resolution Declaring the Unopposed Candidates in the May 2, 2026 General Election for City Council Member District 1 and for City Council Member District 3 as Elected to Office; Canceling the General Election for City Council Positions for City Council Member District 1 and District 3; and Providing an Effective Date	159-161	Darden
17.	Consideration and Possible Action Approving a Change Order #2 with Texas Water and Soil on the WasteWater Grit Removal System Improvements and Authorizing the City Manager or His Designee to Execute any Necessary Documents	162-210	Bowles
18.	Consideration and Possible Action to Authorize the City Manager to Negotiate and Execute any Necessary Documents to Enter into a contract with Flock Safety to Provide none (9) License Plate Readers (LPR's) to be used throughout the City of Big Spring.	211-216	Williams
19.	Consideration and Possible Action to Appoint Members to the Following Boards:		Moore

a. **<u>CRMWD Board of Directors</u>** — 217-218
Unexpired Term Ending May 31, 2026
Joel De La Garza

b. **<u>Charter Review Committee</u>**
District 3 - John Scott

c. **<u>Parks & Recreation Board</u>**
District 3 - Ron Alton

<u>Council Input</u>

20.	Input	Moore

<u>Executive Session</u>

21.	Adjourn into Executive Session in Accordance with Texas Government Code, 551.074, to Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee.	Moore

- Big Spring Economic Development Executive Director

22. Reconvene into Open Session and Take any Necessary Action on Executive Session — Moore

23. Adjourn — Moore

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

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the City Council and **Posted on Wednesday, February 18, 2026** 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

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.

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, February 10, 2026, with the following members present in person:

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

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

TODD DARDEN	City Manager
JOHN MEDINA	Assistant City Manager
ANDREW HAGEN	City Attorney
SHANE BOWLES	Public Works Director
CHAD WILLIAMS	Police Chief
JAY HOLT	Fire Chief
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

Brad Borggren, Salem Baptist Church, gave the invocation.

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

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

Public Comment

Public Comment

There was no public comment at this time.

Announcements, Presentations and Public Hearings

City Manager’s Report

City Manager's report on the following items:

- Large Item Pickup, District 2, February 18th
- Update - Water Leaks & Boil Water Notice
- City Holiday - February 16th, President's Day
- Reminder - Chamber Banquet - February 12th

Todd Darden, City Manager, reported on the above captioned items as follows: Large item pickup for District 2 will be on February 18th; The City of Big Spring worked on 42 water leaks from the last ice storm; City offices will be closed on February 16th in observance of Presidents Day; and also a reminder of the Chamber Banquet will be on February 12th.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of January 27, 2026

Acknowledge Receipt of the McMahon-Wrinkle Aviation Advisory Board Minutes of the Regular Meeting of October 16, 2025

Final Reading of a Resolution Calling for a General Election to be Held on May 2, 2026 for the Purpose of Electing One Person to Serve as City Council Member for District One and One Person to Serve as City Council Member for District Three; Providing for the Conduct of the Election; Designating Several Polling Places; Authorizing the Mayor to Execute Notice and Have the Notice Posted for the Purpose of Notifying the Public of Said Election; and Providing for Severability

Final Reading of an Ordinance Amending Chapter 22 of the Big Spring City Code Entitled "Fees," Article VII by Adopting Section 22-12 to Impose a Fee on Cash Transactions Involving Making Change in Amounts Less than Five Cents, not Involving a Customer Account, and Excluding Municipal Court; 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 minutes, resolution and ordinance, 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

Vouchers

Vouchers for 01/09/26	$	1,397,776.07
Vouchers for 01/16/26	$	490,472.19
Vouchers for 01/22/26	$	733,508.30
Vouchers for 01/30/26	$	411,585.06

Council Member Ornelas reviewed the above captioned vouchers.

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

Bids

Consideration and Possible Action to Award a Bid for Two Electronic Billboards for the CVB Office 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 Entech Signs in a total amount of $50,000.00, 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 a One-Arm Trash Truck for the Sanitation Department 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 Bond Equipment in the amount of $415,680.00, 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

Consideration and Possible Action to Award a Bid for a Diesel-Powered Greens Mower for the Comanche Trail Golf Course 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 Turf & Soil Management in the amount of $57,697.32, 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

New Business

Report on the Big Spring Police Department 2025 Racial Profiling Analysis

Chad Williams, Police Chief, gave a brief report on the 2025 Racial Profiling Analysis. No action necessary.

Consideration and Possible Action to Accept a Donation from the Broughton Foundation to the Big Spring Police Department

MOTION WAS MADE BY Mayor Pro Tem Hughes to accept the above captioned donation in the amount of $45,000.00 for the purchase of Flock Safety License Plate Recognition cameras for the Police Department, 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**

First Reading of a Resolution Authorizing and Appointing the City Manager to Submit an Application to the Office of the Governor, Criminal Justice Division, for a Grant to Secure Funding for Video/Audio Recording System and Cloud Network for Interview Rooms; and Providing an Effective Date

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

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

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

MOTION PASSED

First Reading of a Resolution to Adopt Reasonable Monthly and Annual Time Limits without Recovering the City's Costs Attributable to Personnel Time for Requestors of Public Information; 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

The above captioned item was postponed at this time.

First Reading of an Ordinance Amending Chapter 1, Section 1-7 of the Big Spring City Code on the Severability of the Big Spring City Code if the Code or Part of the Big Spring City Code is Determined to be Invalid, Repealing Chapter 36, Section 36-355(a) and Chapter 48, Section 48-1, 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

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

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 for the Purpose of Appropriation of Funds for an Emergency Management Plan, and Operations and Maintenance Manual and Repairs to the Comanche Trail Lake Dam; Providing for Severability; and Providing an Effective Date.

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

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

MOTION PASSED

Consideration and Possible Action to Approve an Engineering Services Agreement with Freese and Nichols, Inc. for the Comanche Trail Lake Dam Repairs and Authorizing the City Manager or His Designee to Execute any Necessary Documents

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

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

Consideration and Possible Action to Approve the Sale of Property Located at 1102 Marijo Ave., Lot Two (2), Block Twelve (12), Monticello Addition, City of Big Spring, Howard County, Texas to Domingo Rios for $5,000.00 and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Yanez to approve the above captioned sale of property (1102 Marijo), 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

Council Input

Input

All Council Members thanked the city staff on various items.

Adjourn

Mayor Moore adjourned the City Council meeting at 6:08 p.m.

____
Robert H. Moore III, Mayor

ATTEST:

____
Tami L. Davis, City Secretary

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, January 20, 2026, 5:15 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas

The Regular Meeting of the January 20, 2026, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on January 13, 2026, to the Board of Directors, the news media, and duly posted, by Teresa Morris in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday January 20, 2026, at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is Public Comment, Action on Minutes of the December 16, 2025, Regular Meeting, Consideration/Action to Approve December Investment Report and Financials, Consideration/Action to Approve Ballot Vote for Ports to Plains Board of Directors, Associate Directors Report, Executive Session, Action as a Result of Executive Session, Board Comment, and Adjourn".

Directors Present:
Mr. Terry McDaniel- President
Mr. Taylor Parks- Vice President
Mr. Nolan Dominguez- Secretary/Treasurer
Mr. Gary Fuqua
Mr. Mundy Weeks
Mr. Scott Emerson
Mr. Chad Wash

Directors Absent:

Staff Present:
Ms. Teresa Morris

Guests that signed in: None

AGENDA ITEM #1 – Call to Order/Invocation and Pledge:
Mr. McDaniel called the meeting to order at 5:18 p.m. Mr. Emerson led the invocation and pledge.

AGENDA ITEM #2- Public Comment:
None

AGENDA ITEM #3- Action on the Minutes of the November 18, 2025, Regular Meeting and December 1, 2025, Special Meeting:
Mr. McDaniel presented the Minutes. Mr. Fugua made a motion to approve the minutes seconded by Mr. Dominguez. The motion passed 7 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #4- Consideration/Action to Approve December Investment Report and Financials:
Mr. Dominguez presented the investment report and financials. Mr. Dominguez made a motion to approve seconded by Mr. Weeks. The motion passed 7 to 0 with all members present voting "aye" in favor of the motion.

AGENDAT ITEM #5- Consideration/Action to Approve Ballot Vote for Ports to Plains Board of Directors:
Ms. Morris presented the Ballot for the Ports to Plains Board of Directors. Mr. Weeks made a motion to approve the votes, seconded by Mr. Fugua. The motion passed 7 to 0 with all members present voting "aye" in favor of the motion.

AGENDAT ITEM #6- Associate Directors Report:
Projects: Crossroads Business Park: Survey work has already begun with preliminary drawing anticipated to be ready for review in February. Plans to have the fee schedule from Woolpert for the master plan by Feb meeting. Continue to work with the county and college on potential projects. With one being on the College upcoming agenda. Continue to work with potential expansion projects. Delek is doing its turn around and expects roughly 2,000 workers from Feb 1-March 31. Meetings: Business Roundtable, School to Industry, Preparations for the Howard County Summit are underway. Feb 4th, High Ground Roundtable Odessa Feb 5th, TEDC Winter Conference El Paso Feb 25-27th. The next Board meeting is tentatively scheduled for February 17th

AGENDA ITEM #7- Adjourn into Executive Session in Accordance with Texas Government Code, Section to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
Mr. McDaniel adjourned the Board into Executive Session at 5:38 pm, January 20, 2026. Mr. McDaniel called the Executive Session to order at 5:39 pm. Mr. McDaniel adjourned out of executive session at 7:05 pm, January 20, 2026. Mr. McDaniel reconvened into open session at 7:06 pm., January 20, 2026.

AGENDA ITEM #8- Action as a Result of Executive Session:
Motion to authorize the President or his designee to enter into negotiations with top candidate was made by Mr. McDaniel, seconded by Mr. Weeks. Motion passed 7 to 0 with all members present voting "aye".

Motion to approve a phone allowance for the Associate Director in the amount of $100 per month was made by Mr. Dominguez, seconded by Mr. Fugua. Motion passed 7 to 0 with all members present voting "aye".

AGENDA ITEM #9-Board Comments:
The Board expressed their appreciation to staff and looking forward to next steps in moving forward.

AGENDA ITEM #10- Adjourn:
Mr. McDaniel called for a motion to adjourn. The motion to adjourn was made by Mr. Emerson seconded by Mr. Parks. The motion passed 7 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 7:11 pm on January 20, 2026.

Mr. McDaniel, President

ATTEST:

Mr. Nolan Dominguez, Secretary/Treasurer

Memorandum

To:	Honorable Mayor, City Council, and Todd Darden, City Manager
From:	Chad Williams, Chief of Police
Date:	January 27, 2026
Subject:	Permission to Seek Criminal Justice Division Grant

The Big Spring Police Department is requesting authorization to apply for a grant through the Office of the Governor, Criminal Justice Division. This grant requires a 0% local match from the City of Big Spring.

The department seeks this funding to replace the current video recording system used by the Criminal Investigation Division (CID) for their offices as well as interview rooms. The existing system was purchased in 2019 from Safefleet, the same vendor that provides the department's in-car and body-worn camera systems. As with those systems, Safefleet no longer supports the legacy back-end hardware and software required to archive video data, necessitating a transition to their cloud-based services.

The proposed project would replace existing interview cameras, including all associated hardware, software, and storage, at an estimated total cost of approximately $153,235.00.

Your consideration in this matter is greatly appreciated.

RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AUTHORIZING AND APPOINTING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR A GRANT TO SECURE FUNDING FOR VIDEO/AUDIO RECORDING SYSTEM AND CLOUD NETWORK FOR INTERVIEW ROOMS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Big Spring City Council finds it appropriate for the police department to seek funding through the Office of the Governor, Criminal Justice Division for the purchase of video/audio recording system and cloud network for the interview room at the Big Spring Police Department;

WHEREAS, the Big Spring City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the Big Spring City Council designates the City Manager as the grantee's authorized official with the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency;

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

SECTION 1. The City of Big Spring, acting by and through its governing body, hereby resolves to authorize and appoint the City Manager to submit an application to the Office of the Governor, Criminal Justice Division seeking grant funding for the purchase of video/audio recording systems and cloud network for the interview rooms at the Big Spring Police Department.

SECTION 2. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED on the first reading at a regular meeting of the City Council on the ___ day of __________, **2026**, with all members of the Council present voting "aye" for passage of the same.

PASSED AND APPROVED on the second and final reading at a regular meeting of the City Council on the ___ day of **_______, 2026**, with all members of the Council present voting "aye" for passage of the same.

____
Robert H. Moore III, Mayor

ATTEST:

____
Tami L. Davis, City Secretary

Grant Number__________________

Staff Report

To: The Honorable Mayor and City Council
From: The City Manager
Date: February 24, 2026
Subject: Final Reading of an Ordinance Amending Chapter 1, Section 1-7 of the Big Spring City Code on the Severability of the Big Spring City Code if the Code or Part of the Big Spring City Code is Determined to be Invalid, Repealing Chapter 36, Section 36-355(a) and Chapter 48, Section 48-1, 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

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RECOMMENDATION:
Staff recommends adoption of the ordinance.

BACKGROUND:
Severability is important to the Big Spring City Code. Severability is provided for in Chapter 1 of the Big Spring City Code, but also in two other places. The provision in Chapter 1 is sufficient. The other two instances are unnecessary. This draft ordinance would eliminate the unnecessary instances.

FISCAL IMPACT:
None.

ATTACHMENTS:
Ordinance on severability

REPORT PREPARED BY:
Andrew Hagen, City Attorney

APPROVED BY:
Todd Darden, City Manager

ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 1, SECTION 1-7 OF THE BIG SPRING CITY CODE ON THE SEVERABILITY OF THE BIG SPRING CITY CODE IF THE CODE OR PART OF THE BIG SPRING CITY CODE IS DETERMINED TO BE INVALID, REPEALING CHAPTER 36, SECTION 36-355(a) AND CHAPTER 48, SECTION 48-1, 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.

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

WHEREAS, Under state law, municipalities "may adopt by ordinance a codification of its civil and criminal ordinances, together with appropriate penalties for the violation of the ordinances," Section 53.001, Texas Local Government Code; and

WHEREAS, "A municipal code of ordinances has the force and effect of an ordinance regularly adopted in accordance with law," Section 53.005(a), Texas Local Government Code; and

WHEREAS, "The record of the code in the municipality's ordinance records is a record of the codified ordinances and establishes the content of those ordinances," Section 53.005(a), Texas Local Government Code; and

WHEREAS, Under Texas law, when an ordinance contains an express severability clause, that clause prevails in interpreting the ordinance; invalidity of one provision does not affect the validity of the remaining provisions, provided those provisions can function independently and are not inconsistent with state law; and

WHEREAS, An ordinance could alternatively contain a non-severability clause, in which case the invalidity of one provision will result in the invalidity of all provisions; and

WHEREAS, City Council previously adopted a severability provision for the code of ordinances, and this provision is in the Big Spring City Code as Section 1-7; and

WHEREAS, City Council has determined that Section 1-7, Big Spring City Code should be amended and the amended version should govern when an ordinance in the Big Spring City Code is found to conflict with superior law; and

WHEREAS, City Council has determined that two other provisions, Section 36-65(a) and Section 48-1, in the Big Spring City Code that govern severability may be inconsistent with Section 1-7, or if they are not inconsistent, those two other provisions are unnecessary; and

WHEREAS, City Council has determined that it should repeal the two unneeded severability provisions in the Big Spring City Code;

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

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

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

SECTION 2. Section 1-7, "Severability of parts of Code," Chapter 1, "General Provisions," Big Spring City Code, is hereby amended as follows:

Big Spring City Code
Chapter 1, General Provisions

It is declared to be the intention of the city council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional, preempted, void, or otherwise invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, preemption, voidness, or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Code. If any phrase, clause, sentence, paragraph or section of this Code shall be declared inapplicable in any situation by the valid judgment or decree of any court of competent jurisdiction, such judgment or degree shall not affect the applicability of such phrase, clause, sentence, paragraph, and section to other situations.

SECTION 3. Section 36-65, Article III, "Vermin Control," Chapter 36, "Nuisances," Big Spring City Code, is hereby amended in part as follows:

Big Spring City Code
Chapter 36, Nuisance
Article III, Vermin Control

Section 36-65. Enforcement

(a) Reserved. ~~In this event that this article conflicts with any other ordinance or law, the stricter law shall prevail.~~

SECTION 4. Section 48-1, "Conflicts between chapter and state law or state and federal rules, regulations, etc.," Article I, "In General," Chapter 48, "Traffic and Vehicles," Big Spring City Code, is hereby amended in part as follows:

Big Spring City Code
Chapter 48, Traffic and Vehicles
Article I, In General

Section 48-1. <u>Reserved.</u> ~~Conflicts between chapter and state law or state and federal rules, regulations, etc.~~

~~If there is a conflict between any of the provisions of this chapter and the Texas Transportation Code, as amended, or any orders, rules, regulations and requirements of the Interstate Commerce Commission or the railroad commission of the state, compliance by the owners or operators of vehicles with such statutes, orders, rules and regulations of the Interstate Commerce Commission and the railroad commission of the state shall be deemed in compliance with this chapter, except that any requirement of this chapter, in addition to, but not in conflict with, such statute of the requirements of the Interstate Commerce Commission or the railroad commission shall be complied with.~~

NOTE* Language to be added appears <u>underlined</u> and language to be deleted is ~~stricken~~.

<u>SECTION 5.</u> 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.

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

<u>SECTION 7.</u> All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

<u>SECTION 8.</u> 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.

<u>SECTION 9.</u> This Ordinance is ordered to be codified.

<u>SECTION 10.</u> This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

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

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the _____day of _________**,** _______**,** with all members of the Council voting "aye" for the passage of same.

____
Robert H. Moore III, Mayor

ATTEST:

____
Tami L. Davis, City Secretary

BIG SPRING
TEXAS
MEMORANDUM

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

CC: Todd Darden, City Manager

From: John Medina, Assistant City Manager

Date: February 18, 2026

Subject: Approval of Purchase – Five (5) Peterbilt 548 14-Yard Dump Trucks

Action Requested

Approve the purchase of five (5) Peterbilt 548 14-yard dump trucks.

Background Information

The current approved budget includes funding for three (3) new dump trucks for the Landfill, Water Treatment, and Utilities departments.

The Landfill Department requires an additional dump truck to remain compliant with permit requirements. The Water Treatment Plant now requires a dedicated dump truck for sludge disposal. At present, both departments are borrowing trucks from other divisions, which impacts operational efficiency.

The Utilities Department also requires an additional unit for backfilling operations.

Additionally, two existing units—Unit 9532 (Streets Department) and Unit 9531 (Wastewater Treatment Plant)—are eleven (11) years old and due for replacement.

Financial Considerations

Expenditure Requested: $884,548.35

Funding Sources:

- General Fund –$176,909.67

- Utility Fund – $530,729.01

- Landfill Fund –$176,909.67

Total Budgeted Amount: $1,090,000

Is the expenditure within the current fiscal year budget? Yes.

Does this commit the City to expenditures beyond the current fiscal year? No.

Vendor Bids

Three (3) formal bids were received:

• MHC Kenworth – Dallas, TX: $965,618.85

• Rush Truck Centers – Odessa, TX: $884,548.35

• Mack – Odessa, TX: $1,039,970.35

VENDOR	MODEL	UNIT PRICE	EXTENDED PRICE
MHC KENWORTH /DALLAS	Kenworth/ T480	$193,123.77	$965,618.85
RUSH TRUCK CENTER / ODESSA	Peterbilt / 548	$176,909.67	$884,548.35
MACK / ODESSA	Mack / P164R	$207,994.07	$1,039,970.35

Budget Summary

The approved FY budget allocates $220,000 each to Streets, Water Treatment, Wastewater Treatment, and Landfill. An additional $210,000 has been allocated to Distribution & Collection, for a total of $1,090,000 budgeted for five (5) dump trucks.

Staff Recommendation

Staff respectfully recommends that the City Council accept the lowest responsible bid submitted by Rush Truck Centers of Odessa in the amount of $884,548.35 and authorize the purchase.

The recommended bid represents a savings of $205,422 compared to the highest submitted bid.

The estimated lead time for delivery is 18–20 weeks.

DETAILED SPECIFICATIONS

Vehicle Summary

Unit

Model:	Model 548
Type:	Full Truck
Description 1:	548 Dump Chassis
Description 2:	696421 Model 548

Application

Intended Serv.:	Construction Dump - On/Off Highway
Commodity:	Other Commodity

Body

Type:	End Dump
Length (ft):	24
Height (ft):	13.5
Max Laden Weight (lbs):	1000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	18180
Rr Axle Load (lbs):	46000
G.C.W. (lbs):	66000
Road Conditions:	
Class A (Highway)	100
Class B (Hwy/Mtn)	0
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	277
Overhang (in):	60
Fr Axle to BOC (in):	69.5
Cab to Axle (in):	207.5
Cab to EOF (in):	267.5
Overall Comb. Length (in):	377

Special Req.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS PROVIDING FOR REIMBURSEMENT OF JURORS IN THE MUNICIPAL COURT, AMENDING SECTION 34-3, CHAPTER 34 OF THE BIG SPRING CITY CODE; 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 right to a trial by jury is a right of fundamental importance held by the people and recognized in the Constitution of the United States, the Texas Constitution, and Texas law; and

WHEREAS, the Municipal Court of Big Spring holds trials by jury; and

WHEREAS, a Municipal Court defendant paying court costs for a Class C Misdemeanor pays a local consolidated fee, a portion of which, about 10 cents, is devoted to the municipal jury fund under Section 134.103, Texas Local Government Code, and such fund may be used only to fund juror reimbursements and otherwise finance jury services under Section 134.154, Local Government Code; and

WHEREAS, the right to a trial by jury rests on the foundation of the people committing their time and energy to serve on juries; and

WHEREAS, out of recognition and gratitude to the people performing their civic duty by responding to the call of the Municipal Court to serve on a jury, it is right and good that the City reimburse jurors for their travel and other expenses, admitting that the reimbursement is in part merely symbolic; and

WHEREAS, state law does not require a municipal court to reimburse a juror for travel and other expenses, but a municipality may provide for reimbursement in an amount to be determined by the municipality under Section 61.001(c), Texas Government Code; and

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

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

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

SECTION 2. Section 34-3 of the Big Spring City Code is hereby amended to read as follows:

Big Spring City Code
Chapter 34, Municipal Court
Section 34-3, ~~Reserved~~ Juror Reimbursement

A person reporting for jury service is entitled to receive as reimbursement for travel and other expenses the amount of $20 per day or fraction of a day the person is in attendance in Municipal Court in response to the process of the Court.

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

SECTION 3. All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict.

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

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

SECTION 6. This Ordinance is ordered to be codified.

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the _____day of _________, ______, with all members of the Council 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

ORDINANCE NO. ________

relating to

$220,000
CITY OF BIG SPRING, TEXAS
COMBINATION TAX AND SURPLUS REVENUE
TAX NOTES
TAXABLE SERIES 2026

Adopted: February 24, 2026

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Error! Unknown document property name.

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF BIG SPRING, TEXAS, COMBINATION TAX AND SURPLUS REVENUE TAX NOTES, TAXABLE SERIES 2026, IN THE AGGREGATE PRINCIPAL AMOUNT OF $220,000; AWARDING THE SALE THEREOF; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE FORM OF SAID NOTES; APPROVING THE PRIVATE PLACEMENT MEMORANDUM; APPROVING A PAYING AGENT/REGISTRAR AGREEMENT AND ONE OR MORE ESCROW AGREEMENTS; ENACTING OTHER PROVISIONS RELATING THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Chapter 1431, Texas Government Code (the "Act"), the governing body of a municipality is authorized to issue the notes hereinafter authorized (the "Notes") to pay contractual obligations incurred or to be incurred for the purposes set forth in Section 3.1 hereof; and

WHEREAS, the City of Big Spring, Texas (the "City") is authorized to provide that such Notes will be payable from and secured by the levy of a direct and continuing ad valorem tax against all taxable property within the City, in combination with all or a part of certain surplus revenues (the "Surplus Revenues") of the City's waterworks and sewer system (the "System") remaining after payment of any obligations of the City payable in whole or in part from a lien or pledge of such revenues that would be superior to the obligations to be authorized herein as authorized by Chapter 1502, Texas Government Code; and

WHEREAS, the Notes hereinafter authorized shall mature before the seventh anniversary of the date that the Attorney General of the State of Texas approves the Notes, as required by the Act; and

WHEREAS, it is affirmatively found that the governing body (the "City Council") of the City is authorized to proceed with the issuance and sale of such Notes as authorized by the Constitution and laws of the State of Texas, particularly the Act; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of its Notes in a single series at this time; and

WHEREAS, on March 13, 2025, the Texas Water Development Board (the "Board" or "TWDB"), through Resolution 25-018 (as amended on February 19, 2026), approved and authorized financial assistance in the aggregate amount of $3,795,919 to the City, consisting of financing in the amount of $1,860,000 ($220,000 in 2026 and $1,640,000 expected in 2027) from the Drinking Water State Revolving Fund ("DWSRF - LSLR") and grants in the amount of $1,935,919 ($228,980 in 2026 and $1,706,939 expected in 2027) for the inventory, planning, design and construction of certain lead service lines and replacement identified as TWDB Project No. 63055 (the "Project") in accordance with Texas Water Code, Chapter 15, Subchapter J; and

WHEREAS, in accordance with the provisions of the Texas Water Code and the approval of the City Council of the City, such financial assistance is to be evidenced by the Board's purchase of obligations of the City payable from the levy and collection of a direct and continuing ad valorem tax against all taxable property within the City, in combination with Surplus Revenues; and

WHEREAS, Pursuant to Section 1201.028 of the Government Code, state law requires only one reading for ordinances and resolutions concerning certain public securities actions, thereby superseding the municipal Charter's standard two-reading requirement; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore,

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Act" means Chapter 1431, Government Code, as amended.

"Application" shall mean the Application filed by the City with the TWDB requesting financial assistance for the Project, as more fully described in such Application.

"Board" or "TWDB" means the Texas Water Development Board.

"Business Day" means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

"City" means the City of Big Spring, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Notes.

"Code" means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Ordinance, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying

Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"EMMA" means Electronic Municipal Market Access System.

"Escrow Agent" means BOKF, NA.

"Escrow Agreement" means one or more escrow agreements between the City and the Escrow Agent as provided in Section 7.1.(c) of this Ordinance.

"Executive Administrator" has the meaning ascribed thereto in Section 14.10 of this Ordinance.

"Event of Default" means any event of default as defined in Section 10.1 of this Ordinance.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means such fiscal year as shall from time to time be set by the City Council.

"Initial Note" means the initial Note authorized by Section 3.4 of this Ordinance.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.2 of this Ordinance.

"MSRB" means the Municipal Securities Rulemaking Board.

"Note" means any of the Notes.

"Note Date" means the date designated as the initial date of the Notes by Section 3.2(a) of this Ordinance.

"Notes" means the notes to be issued by Section 3.1 of this Ordinance and designated as "City of Big Spring, Texas, Combination Tax and Surplus Revenue Tax Notes, Taxable Series 2026" in the aggregate principal amount of $220,000.

"Ordinance" means this Ordinance.

"Owner" means the person who is the registered owner of a Note or Notes, as shown in the Register.

"Paying Agent/Registrar" means initially BOKF, NA, Dallas, Texas, or any successor thereto as provided in this Ordinance.

"Prior Lien Bonds" means any and all bonds or other obligations of the City presently outstanding or that may be hereafter issued, payable from and secured by a first lien on and pledge of the Revenues or by a lien on and pledge of the Revenues subordinate to a first lien and pledge of such Revenues but superior to the lien and pledge of the Surplus Revenues made for the Notes.

"Project" means the purposes for which the Notes are issued as set forth in Section 3.1.

"Purchaser" means the Texas Water Development Board.

"Register" means the Register specified in Section 3.6(a) of this Ordinance.

"Regulations" means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

"Representation Letter" means the Blanket Letter of Representations between the City and DTC.

"Revenues" means all income, receipts and revenues of every nature derived or received from the operation and ownership (excluding impact fees and gifts restricted as to use and federal or state grants for construction of drainage facilities) of the System, including earnings and income derived from the investment or deposit of moneys in any special funds or accounts created and established for the payment and security of the Prior Lien Bonds and other obligations payable solely from and secured by a lien on and pledge of the Revenues of the System.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Surplus Revenues" means the surplus revenues of the System remaining after payments of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with the City's Prior Lien Bonds.

"Surplus Revenue Fund" means the surplus revenue fund established by Section 2.3 of this Ordinance.

"System" as used in this Ordinance means the City's waterworks and sewer system.

"TWDB" means the Texas Water Development Board.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal of, redemption premium, if any, on the Notes as the same come due and payable or money set aside for the payment of Notes duly called for redemption prior to maturity.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

TAX LEVY; INTEREST AND SINKING FUND; PLEDGE OF REVENUES

Section 2.1. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Notes are outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Notes, being a sinking fund for their payment at redemption or maturity or a sinking fund of two percent per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of the Notes when and as due and payable in accordance with their terms and this Ordinance.

(d) The amount of taxes to be provided annually for the payment of principal of the Notes shall be determined and accomplished in the following manner:

(i) The City's annual budget shall reflect (a) the amount of debt service requirements to become due on the Notes in the next succeeding Fiscal Year of the City, (b) the amount on deposit in the Surplus Revenue Fund and the Interest and Sinking Fund, as of the date such budget is prepared (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year), and (c) the amount of Surplus Revenues estimated and budgeted to be available for the payment of such debt service requirements on the Notes during the next succeeding Fiscal Year of the City.

(ii) The amount required to be provided in the succeeding Fiscal Year of the City from ad valorem taxes shall be the amount, if any, the debt service requirements to be paid on the Notes in the next succeeding Fiscal Year of the City exceeds the sum of (a) the amount shown to be on deposit in the Surplus Revenue Fund and the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (b) the Surplus Revenues shown to be budgeted and available for payment of said debt service requirements.

(iii) Following the final approval of the annual budget of the City, the governing body of the City shall, by ordinance, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (ii) above, to be utilized for purposes of paying the principal of the Notes in the next succeeding Fiscal Year of the City.

(e) The City hereby covenants and agrees that the Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of, redemption premium, if any, on the Notes, as the same become due.

(f) If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Notes, there shall be subtracted the amount of any Notes that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.2. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Big Spring, Texas, Combination Tax and Surplus Revenue Tax Notes, Taxable Series 2026, Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the principal of the Notes when and as due and payable in accordance with their terms and this Ordinance.

(c) To pay debt service coming due on the Notes prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 2.3. Surplus Revenue Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Big Spring, Texas, Combination Tax and Surplus Revenue Tax Notes, Taxable Series 2026, Surplus Revenue Fund" (the "Surplus Revenue Fund") said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City, and shall in no event be diverted or drawn upon for any purpose other than those herein provided. All Surplus Revenues shall be paid over and deposited into the Surplus Revenue Fund.

(b) The Surplus Revenues to be derived from the operation of the System are hereby pledged to the payment of the principal of and interest on the Notes as the same come due. The City also reserves the right to issue Prior Lien Bonds, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Surplus Revenues, secured by a pledge of the Surplus Revenues that may be senior to, on a parity with, or junior and subordinate to the pledge of Surplus Revenues securing the Notes.

(c) While the Notes are outstanding, the City will at all times maintain sufficient rates and charges for the payment of the maintenance and operation expenses of the System, and to the extent that ad valorem taxes are not available for such purpose, the City will at all times maintain sufficient rates and charges to produce revenues not less than 1.10 times the annual debt service obligations of all outstanding obligations of the City secured in whole or in part by the Surplus Revenues of the System for which the City is budgeting to make payments from Surplus Revenues, for the payment of debt service on the Notes. Upon the written request of the TWDB, the City shall provide documentation that evidences the levy of ad valorem taxes for the payment of debt service on the Notes or information demonstrating that the City has budgeted Surplus Revenues of the System or other lawfully available revenues sufficient for the payment of debt service on the Notes.

(d) If System revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, the amount of taxes that otherwise would have been required to be levied may be reduced to the extent and by the amount of revenues then on deposit in the Interest and Sinking Fund.

(e) If the City does not levy taxes in any year as provided in Section 2.1 and Section 2.3(c) above, the City shall transfer and deposit in the Interest and Sinking Fund each month an amount of not less than 1/12th of the annual debt service on the Notes until the amount on deposit in Interest and Sinking Fund equals the amount required for annual debt service on the Notes and the City shall not transfer Surplus Revenues from the System to any fund other than the Interest and Sinking Fund until such times as an amount equal to the annual debt service on the Notes for the then current fiscal year has been deposited in the Interest and Sinking Fund.

(f) Each year that the Notes are outstanding, and prior to the time taxes are to be levied for such year, the City shall establish, adopt, and maintain an annual budget that provides for the monthly deposit of sufficient Surplus Revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, the deposit of tax revenues, or a combination thereof, into the Interest and Sinking Fund for the payment of debt service on the Notes.

Section 2.4. Project Fund.

The City hereby establishes a special fund or account to be designated the "City of Big Spring, Texas, Combination Tax and Surplus Revenue Tax Notes, Taxable Series 2026, Project Fund" (the "Project Fund") said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City, and shall in no event be diverted or drawn upon for any purpose other than those herein provided. The proceeds of the Notes, as received, shall be deposited in the Project Fund. Money on deposit in the Project Fund and all interest and income derived therefrom shall be used only for the purposes set forth in Section 3.1 of this Ordinance and to pay costs of issuance. Money on deposit in the Project Fund, may, at the option of the City, be invested as permitted by Texas law including, without limitation, the Public Funds Investment Act, Chapter 2256, Texas Government Code, and the Public Funds Collateral Act, Texas Government Code, Chapter 2257, each as amended; provided that all such deposits and investments shall be made in such manner that the money required to be expended from the Project Fund will be available at the proper time or times.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE NOTES

Section 3.1. Authorization.

The City's notes to be designated "City of Big Spring, Texas, Combination Tax and Surplus Revenue Tax Notes, Taxable Series 2026" (the "Notes"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically Chapter 1431, Government Code, as amended, and the City's Home-Rule Charter. The Notes shall be issued in the aggregate principal amount of $220,000 for the following purposes, to wit: (i) the inventory, planning, design and construction of certain lead service lines and replacement identified as TWDB Project No. 63055 for the System (the "Project"); (ii) paying professional services incurred in connection with the Project; and (iii) paying the costs incurred in connection with the issuance of the Notes.

Section 3.2. Date, Denomination, and Maturities.

(a) The Notes shall be dated February 15, 2026 (the "Note Date"). The Notes shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Note, which shall be numbered T-1.

(b) The Notes shall mature on February 15 in the years and in the principal amounts set forth in the following schedule and shall not bear interest nor contain any interest payments:

Year	Principal Amount
2027	$35,000
2028	35,000
2029	35,000
2030	35,000
2031	40,000
2032	40,000

Section 3.3. Medium, Method, and Place of Payment.

(a) The principal of the Notes shall be paid in lawful money of the United States of America.

(b) [Reserved].

(c) [Reserved].

(d) The principal of each Note shall be paid to the Owner thereof on the due date, upon presentation and surrender of such Note at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of the Notes shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Notes to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code. Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment on the Notes thereafter coming due; to the extent any such moneys remain after the retirement of all outstanding Notes, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Notes for any further payment of such unclaimed moneys or on account of any such Notes, subject to Title 6 of the Texas Property Code.

(g) Notwithstanding anything in this Section to the contrary, payment to the TWDB will be provided by wire transfer at no cost to the TWDB for so long as the TWDB is Owner of the Notes.

Section 3.4. Execution and Registration of Notes.

(a) The Notes shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Notes shall have the same effect as if each of the Notes had been signed manually and in person by each of said officers, and such facsimile seal on the Notes shall have the same effect as if the official seal of the City had been manually impressed upon each of the Notes.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Notes ceases to be such officer before the authentication of such Notes or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Note shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Notes. In lieu of the executed Note of Paying Agent/Registrar described above, the Initial Note delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which Note shall be evidence that the Note has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Note representing the entire principal amount of the Notes, payable in stated installments to the Purchaser or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser or its designee. Upon payment for the Initial Note, the Paying Agent/Registrar shall cancel the Initial Note and deliver to DTC on behalf of the Purchaser registered definitive Notes as described in Section 3.10(a). To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Notes in safekeeping for DTC.

Section 3.5. Ownership.

(a) The City, the Paying Agent/Registrar, and any other person may treat the person in whose name any Note is registered as the absolute owner of such Note for the purpose of making and receiving payment as herein provided and for all other purposes, whether or not such Note is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Note shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Note to the extent of the sums paid.

Section 3.6. Registration, Transfer, and Exchange.

(a) So long as any Notes remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Notes in accordance with this Ordinance.

(b) The ownership of a Note may be transferred only upon the presentation and surrender of the Note at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Note shall be effective until entered in the Register.

(c) The Notes shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Note or Notes of the same maturity and in a denomination or denominations of any integral multiple of $5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Notes presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Notes exchanged for other Notes in accordance with this Section.

(d) Each exchange Note delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Note or Notes in lieu of which such exchange Note is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Notes. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Note.

Section 3.7. Cancellation.

All Notes paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Notes in lieu of which exchange Notes or replacement Notes are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall then return such cancelled Notes to the City or may in accordance with law destroy such cancelled Notes and periodically furnish the City with certificates of destruction of such Notes.

Section 3.8. Temporary Notes.

(a) Following the delivery and registration of the Initial Note and pending the preparation of definitive Notes, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Notes that are printed, lithographed, typewritten, mimeographed, or otherwise produced, in any denomination, substantially of the tenor of the definitive Notes in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions, and other variations as the officers of the City executing such temporary Notes may determine, as evidenced by their signing of such temporary Notes.

(b) Until exchanged for Notes in definitive form, such Notes in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Notes in definitive form; thereupon, upon the presentation and surrender of the Note or Notes in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Notes in temporary form and shall authenticate and deliver in exchange therefor a Note or Notes of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Note or Notes in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.9. Replacement Notes.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Note, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Note to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Note is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Note has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Note;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Note, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Note from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Note has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Note, may pay such Note when it becomes due and payable.

(e) Each replacement Note delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Note or Notes in lieu of which such replacement Note is delivered.

Section 3.10. Book-Entry Only System.

(a) The definitive Notes shall be initially issued in the form of a separate single fully registered Note for each of the maturities thereof. Upon initial issuance, the ownership of each such Note shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Notes shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Notes registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Notes, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Notes, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Notes, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, on the Notes. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Note is registered in the Register as the absolute Owner of such Note for the purpose of payment of principal of, premium, if any, on the Notes, for the purpose of giving notices of redemption and other matters with respect to such Note, for the purpose of registering transfer with respect to such Note, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, on the Notes only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, on the Notes to the extent of the sum or sums so paid. No person other than an Owner, as shown in the register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository for said obligations, is hereby ratified and approved for the Notes.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Notes that they be able to obtain certificated Notes, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Notes to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Notes and transfer one or more separate Notes to DTC Participants having Notes credited to their DTC accounts, as identified by DTC. In such event, the Notes shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Notes shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Notes are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, on such Notes, and all notices with respect to such Notes, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV

NO REDEMPTION OF NOTES BEFORE MATURITY

Section 4.1. No Redemption.

The Notes shall be not be subject to redemption before scheduled maturity.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1. Appointment of Initial Paying Agent/Registrar.

BOKF, NA, Dallas, Texas is hereby appointed as the initial Paying Agent/Registrar for the Notes.

Section 5.2. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Notes.

Section 5.3. Maintaining Paying Agent/Registrar.

(a) At all times while any of the Notes are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance. The City Manager and the Finance Director are each hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar in substantially the form presented at this meeting, such form of agreement being hereby approved. The signature of the City Manager or Finance Director shall be attested by the City Secretary of the City.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.4. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has assumed the duties of Paying Agent/Registrar for the Notes.

Section 5.5. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner and any bond insurer by first class United States mail, postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.6. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.7. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Notes to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE NOTES

Section 6.1. Form Generally.

(a) The Notes, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Notes, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Notes, as evidenced by their execution thereof.

(b) Any portion of the text of any Notes may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Notes.

(c) The definitive Notes, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Notes, as evidenced by their execution thereof.

(d) The Initial Note submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.2. Form of the Notes.

The form of the Notes, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Notes, shall be substantially as follows:

(a) Form of Note.

REGISTERED	REGISTERED
No. _____	$_________

United States of America
State of Texas
Dallas County
CITY OF BIG SPRING, TEXAS
COMBINATION TAX AND SURPLUS REVENUE
TAX NOTES
TAXABLE SERIES 2026

INTEREST RATE:	MATURITY DATE:	CLOSING DATE:	CUSIP NO.
0.00%	February 15, ____	March 25, 2026	__________

The City of Big Spring, Texas (the "City"), in Howard County, State of Texas, for value received, hereby promises to pay to

____

or registered assigns, on the Maturity Date specified above, the sum of

________________________ DOLLARS

unless this Note shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made. This Note shall not bear interest nor contain any interest payments.

The principal of this Note shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Note at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office"), of BOKF, NA, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor.

If the date for the payment of the principal of this Note shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Note is one of a series of fully registered Notes dated March __, 2026, specified in the title hereof issued in the aggregate principal amount of $220,000 (herein referred to as the “Notes”), issued pursuant to a certain ordinance of the City (the “Ordinance”) for the purpose of paying contractual obligations to be incurred for authorized public improvements (the “Project”), as described in the Ordinance, and to pay the contractual obligations for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Notes.

The Notes are not subject to optional redemption prior to stated maturity.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Note is transferable upon surrender of this Note for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Notes of the same stated maturity, of authorized denominations, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Note and the series of which it is a part is duly authorized by law; that all acts, conditions, and things to be done precedent to and in the issuance of the Notes have been properly done and performed and have happened in regular and due time, form, and manner as required by law; that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Notes within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Notes by pledging to such purpose Surplus Revenues, as defined in the Ordinance, derived by the City from the waterworks and sewer system; that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the City, including the Notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Note to be executed by the manual or facsimile signature of the Mayor or Mayor Pro-Tem of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Note.

______________________________	______________________________
City Secretary, City of Big Spring, Texas	Mayor, City of Big Spring, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate. The following Comptroller's Registration Certificate may be deleted from the definitive Notes if such certificate on the Initial Note is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _________
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office an opinion of the Attorney General of the State of Texas to the effect that this Note has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Big Spring, Texas; and that this Note has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, __________________.

____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Note if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Note of this series of notes was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Notes referred to in the within-mentioned Ordinance.

BOKF, NA
as Paying Agent/Registrar

Dated: ________________________ By: _____________________________________
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): ___________________________________
____
____
(Social Security or other identifying number: ____________________) the within Note and all rights hereunder and hereby irrevocably constitutes and appoints ____________________ attorney to transfer the within Note on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____________________________
Signature Guaranteed By:
____
____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Note shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Note the heading "INTEREST RATE" shall be deleted and the heading "MATURITY DATE" shall be completed with the expression "As shown below" and the reference to the "CUSIP NO. __" shall be deleted;

(ii) in the first paragraph of the Note, the words "on the Maturity Date specified above, the sum of ____________________ DOLLARS" shall be deleted and the following will be inserted: "on February 15 in the years, in the principal installments set forth in the following schedule:

Year	Principal Amount

(Information to be inserted from Section 3.2 hereof).

(iii) the Initial Note shall be numbered T-1.

Section 6.3. CUSIP Registration.

The City may secure identification numbers through the CUSIP Global Services managed by S&P Global Market Intelligence on behalf of The American Bankers Association, and may authorize the printing of such numbers on the face of the Notes. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Notes shall be of no significance or effect in regard to the legality thereof and neither the City nor the attorneys approving said Notes as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Notes.

Section 6.4. Legal Opinion.

The approving legal opinion of Bracewell LLP, Bond Counsel, may be attached to or printed on the reverse side of each Note over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF NOTES; DEPOSIT OF PROCEEDS

Section 7.1. Sale of Notes; Application Approval and Private Placement Memorandum.

(a) The Notes authorized by this Ordinance are hereby sold and awarded and shall be delivered to the TWDB at a price equal to the principal amount thereof pursuant to the terms of commitment issued by the Purchaser. It is hereby found and determined that the rates, prices and terms of the Notes are the best obtainable and the most advantageous to the City. The City Council hereby finds, determines and declares that the representations, warranties and agreements of the City contained in the Application are true and correct in all material respects and shall be honored and performed by the City.

(b) The form and substance of the Private Placement Memorandum for the Notes dated March __, 2026, and any addenda, supplement or amendment thereto (the "Private Placement Memorandum"), presented to and considered at this meeting, are hereby in all respects approved and adopted. The proper officials of the City are hereby authorized to execute such Private Placement Memorandum as prescribed therein.

(c) The Escrow Agreement, in substantially the form presented at this meeting, and the terms and provisions thereof, are hereby approved, and its execution and delivery by the City Manager or the Director of Finance of the City, are hereby authorized and approved. The signature of the City Manager or Director of Finance shall be attested by the City Secretary.

(d) All officers of the City are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Notes in accordance with the terms of sale therefor. Further, in connection with the submission of the record of proceedings for the Notes to the Attorney General of the State of Texas for examination and approval of such Notes, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Notes or (ii) $9,500).

(e) The obligation of the Purchaser to accept delivery of the Notes is subject to the Purchaser being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel for the City, which opinion shall be dated and delivered on the Closing Date.

Section 7.2. Control and Delivery of Notes and Engagement Letter.

(a) The Mayor of the City is hereby authorized to have control of the Initial Note and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Notes shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

(d) The Engagement Letter with Bracewell LLP ("Bracewell") for bond counsel services as presented is hereby approved and the City Council hereby finds, determines and declares that there is a substantial need for Bracewell's legal services; the legal services cannot be adequately performed by the attorneys and supporting personnel of the City; and the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained and the compensation for such services will be paid from the proceeds of the Notes.

Section 7.3. Deposit of Proceeds.

(a) The proceeds from the sale of the Notes shall be deposited first into one or more escrow accounts or subaccounts created pursuant to the Escrow Agreement prior to transfer to the Project Fund and payments therefrom shall be made as provided below.

(b) Payments from the Project Fund shall be used solely for the purpose of paying contractual obligations to be incurred for the Project and the payment of professional services and costs of issuance related thereto.

(c) Any moneys remaining in the Project Fund after completion of the entirety of the Project, and the payment of professional services and costs of issuance related thereto, shall be used for the purposes described in Section 14.10.

(d) All moneys on deposit in the Interest and Sinking Fund and the Project Fund for which this Ordinance makes provision shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investments Act, Government Code, Chapter 2256, as amended, and the Public Funds Collateral Act, Government Code, Chapter 2257, as amended.

ARTICLE VIII

INVESTMENTS

Section 8.1. Investments.

(a) Money in the Interest and Sinking Fund or the Surplus Revenue Fund created by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.2. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund and the Surplus Revenue Fund shall be credited to their respective funds.

(b) Interest and income derived from investment of the funds to be deposited pursuant to Section 7.3 hereof shall be credited to the account where deposited until the acquisition or construction of said projects is completed and thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.1. Payment of the Notes.

On or before the date for the payment of the principal of the Notes, while any of the Notes are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such principal of, redemption premium, if any, on the Notes as will mature on the applicable Maturity Date, and if applicable, on a date of prior redemption.

Section 9.2. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Note; the City will promptly pay or cause to be paid the principal of, redemption premium, if any, on each Note on the dates and at the places and manner prescribed in such Note; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Notes; all action on its part for the creation and issuance of the Notes has been duly and effectively taken; and the Notes in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.1. Events of Default.

(a) Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of, redemption premium, if any, on any of the Notes when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement, or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

Section 10.2. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance by mandamus or other suit, action or special proceeding in equity or at law in any court of competent jurisdiction for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Notes then outstanding.

(c) The TWDB may exercise all remedies available to it in law or equity, and any provision herein that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

Section 10.3. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Notes or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Notes shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.1. Discharge.

The Notes may be defeased, discharged, purchased or refunded in any manner permitted by applicable law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.1. Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City, the financial statements of the City if audited financial statements of the City are then available, or (2) if audited financial statements of the City are not then available, audit financial statements of the City, when and if available, but not later than 12 months after any such fiscal year end of the City. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB. Financial information and operating data to be provided pursuant to Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 12.2. Notice of Certain Events.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Notes:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes;

(vii) Modifications to rights of the holders of the Notes, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Notes, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the City;

(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

(xv) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Any event described in (xii), is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person; and the City intends the words used in the immediately preceding paragraphs (xv) and (xvi) and the definition of Financial Obligations in those sections to have the same meanings as when they are used in rule and sec release no. 34-83885, dated August 20, 2018.

(b) The City shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the City to provide required annual financial information and notices of material events in accordance with Section 12.1 and subsection (a) above. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information, as prescribed by the MSRB, and will be available via EMMA at www.emma.msrb.org.

Section 12.3. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Notes within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Article XI that causes Notes no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Notes, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Notes at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY NOTE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Notes in the primary offering of the Notes in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Notes consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Notes. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

AMENDMENTS

Section 13.1. Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Note remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Notes holding a majority in aggregate principal amount of the Notes then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Notes, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of the Notes, reduce the principal amount thereof, the redemption price, or in any other way modify the terms of payment of the principal of the Notes, (ii) give any preference to any Note over any other Note, or (iii) reduce the aggregate principal amount of Notes required to be held by Owners for consent to any such amendment, addition, or rescission.

ARTICLE XIV

SPECIAL PROVISIONS RELATING TO THE TWDB

Section 14.1. Application of Article XIV. The provisions of this Article shall apply so long as the Notes, or any of them, are owned by the TWDB.

Section 14.2. Compliance with Rules and Statutes. The City covenants that it will comply with TWDB's rules and relevant state statutes in connection with the sale of the Notes to TWDB and the use of the proceeds in connection with the Project approved by TWDB.

Section 14.3. Outlay Reports. The City shall submit outlay reports with sufficient documentation on costs on a quarterly or monthly basis in accordance with TWDB outlay report guidelines. The City shall provide the TWDB with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The City shall obtain a Data Universal Numbering System (DUNS) Number and shall register with System for Award Management (SAM), and maintain current registration at all times during which the Notes are outstanding.

Section 14.4. Compliance with Environmental Findings of Executive Administrator. The City covenants that it will comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources.

Section 14.5. Environmental Indemnification. The City shall not use proceeds from the sale of the Notes for sampling, testing, removing or disposing of contaminated soils and/or media at the Project site, except for an LSLR project or associated activity directly connected to the identification, planning and replacement of lead service lines. To the extent permitted by law, the City agrees, and agrees to cause its construction contractors, to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages arising from activities performed by the City or its construction contractors, including their officials and employees, in connection with the Project.

Section 14.6. Prohibition on Certain Telecommunications and Video Surveillance. The City shall abide by the prohibition on certain telecommunications and video surveillance services or equipment as required by 2 CFR § 200.216.

Section 14.7. Audited Financial Statements. The City shall annually submit to the TWDB a copy of its audited financial statements, which shall be prepared by a certified public accountant in accordance with the accounting principles the City may be required to employ from time to time pursuant to State law or regulation.

Section 14.8. Remedies. Notwithstanding any other provisions of this Ordinance, the TWDB may exercise all remedies available to it in law or equity, and any provision of the Notes or Ordinance that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

Section 14.9. Project Schedule. Note proceeds will be timely and expeditiously used, as required by 40 CFR Section 35.3135(d), and the City will adhere to the approved Project schedule.

Section 14.10. Completion of the Project; Surplus Funds. In compliance with the published rules and regulations of the TWDB, the City covenants and agrees that upon final completion of the Project to be financed with the proceeds of the Notes, and if all or any portion of the Notes shall be held by or on account of the TWDB or the State, the proper officials of the City shall render due and final accounting of the total cost of the Project and provide a copy of as-built plans for the Project to the TWDB. If, following completion of the Project, funds remain on hand in the Project Fund, or if the TWDB Executive Administrator (the "Executive Adminstrator") disapproves construction of any portion of the Project as not being in accordance with the plans and specifications, the City shall use any remaining funds for enhancements to the Project that are approved by the Executive Administrator, or, if no enhancements are authorized by the Executive Administrator, the City shall submit to the TWDB a final accounting and describe the proposed disposition of any unused funds. If any funds are determined to be surplus funds remaining after the completion of the Project and the completion of a final accounting, such surplus funds shall be used for purposes approved by the Executive Administrator.

Section 14.11. Insurance Covenant. The City will maintain adequate insurance coverage customarily maintained by municipal corporations on the projects such as those financed with the proceeds of the Notes in amounts adequate to protect the TWDB's interest.

Section 14.12. Compliance with Davis-Bacon Act. The City agrees to comply with the Federal Davis-Bacon Act, as amended, and the U.S. Department of Labor's implementing regulations with respect to the expenditure of the proceeds of the Bonds. The City, all contractors, and all sub-contractors must ensure that all project contracts mandate compliance with the Federal Davis-Bacon Act. All contracts and subcontracts for the construction of the Project carried out in whole or in part with financial assistance from the TWDB must insert in full in any contract in excess of $2,000 the contract clauses provided by the TWDB.

Section 14.13. Use of Iron and Steel Products. The City covenants that it will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by as required by 31 TAC Section 371.4 and related State Revolving Fund Policy Guidelines.

Section 14.14. Build America, Buy America Act. The City covenants to abide by all applicable requirements related to the Build America, Buy America Act, Public Law 117-58 and 2 CFR part 184.

Section 14.15. Notice of Suit by the Attorney General of the State of Texas. The City shall promptly notify TWDB in writing of any suit against it by the Attorney General of the State of Texas under Section 2.103, Texas Government Code, and Section 1.10(f), Texas Penal Code, related to federal laws regulating firearms, firearm accessories, and firearm ammunition.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Changes to Ordinance.

The Mayor, City Manager and Finance Director, in consultation with Bond Counsel, are each hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Notes by the Attorney General of Texas.

Section 15.2. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 15.3. No Personal Liability.

No recourse shall be had for payment of the principal of any Notes or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Notes.

ARTICLE XVI

EFFECTIVE IMMEDIATELY

Section 16.1. Effective Immediately.

Notwithstanding the provisions of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

PASSED AND APPROVED on this first and final reading at a regular meeting of the City Council on the **24th** day of **February**, **2026** with all members of the Council present voting "aye" for the passage of same.

____
Robert H. Moore III, Mayor
City of Big Spring, Texas

ATTEST:

____
Tami L. Davis, City Secretary
City of Big Spring, Texas

APPROVED AS TO FORM:

____
Andrew Hagen, City Attorney
City of Big Spring, Texas

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified below:

The audited financial statements of the City for the most recently concluded fiscal year.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in the paragraph above.

PRIVATE PLACEMENT MEMORANDUM

NEW ISSUE BOOK-ENTRY-ONLY	**DATED: FEBRUARY 15, 2026**

On the date of initial delivery of the Notes (defined below), Bond Counsel (defined on page i) will render its opinion substantially in the form attached in "APPENDIX C - FORM OF OPINION OF BOND COUNSEL".

$220,000
CITY OF BIG SPRING, TEXAS
Combination Tax and Revenue Tax Notes, Taxable Series 2026
(the "Notes")
(TWDB – DWSRF)

Dated Date: February 15, 2026 **Due Date:** February 15

Redemption:	The Notes are not subject to redemption prior to stated maturity as provided herein.
Authorized Denominations:	The Notes are being issued as fully registered Notes in denominations of **$5,000**, or any integral multiple thereof.
Paying Agent/Registrar/ Escrow Agent:	The paying agent ("Paying Agent/Registrar") and escrow agent ("Escrow Agent") for the Notes is BOKF, NA.
Book-Entry-Only System:	Upon initial issuance, the ownership of the Notes will be registered in the registration books of the Issuer (defined below) kept by the Paying Agent/Registrar, in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") to which principal and redemption premium, if any, on the Notes will be made. The purchasers of the Notes will not receive physical delivery of bond certificates. Principal and premium, if any, on the Notes will be payable at the designated office of the Paying Agent/Registrar in BOKF Financial, Dallas, Texas as the same become due and payable.
Issuer:	City of Big Spring, Texas (the "City" or the "Issuer").
Official Action:	Ordinance dated and approved as of February 24, 2026.
Purpose:	See "APPENDIX B - FORM OF OFFICIAL ACTION."
Security for the Notes:	See "APPENDIX B - FORM OF OFFICIAL ACTION."
Ratings:	See "OTHER INFORMATION - Ratings."
Delivery Date:	March 25, 2026.

CITY OF BIG SPRING

CITY OFFICIALS, STAFF AND CONSULTANTS

Elected Officials (City Council)

Robert Moore	Mayor
Nick Ornelas	Mayor Pro Tem, District 1
Diane Yanez	Councilmember, District 2
Cody Hughes	Councilmember, District 3
Homer Wilkerson	Councilmember, District 4
Gloria Blackburn	Councilmember, District 5
Daniel Mareno	Councilmember, District 6

Certain Appointed Officials

Todd Darden	City Manager
John Medina	Assistant City Manager
Sandra Smith	Finance Director

Consultants and Advisors

Bolinger, Segars, Gilbert & Moss LLP Lubbock, Texas	Auditors
Bracewell LLP Dallas, Texas	Bond Counsel
SAMCO Capital Markets, Inc. San Antonio, Texas	Financial Advisor

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PRIVATE PLACEMENT MEMORANDUM
RELATING TO

$220,000
CITY OF BIG SPRING, TEXAS
COMBINATION TAX AND REVENUE TAX NOTES,
TAXABLE SERIES 2026 (the "NOTES")
(TWDB - DWSRF)

INTRODUCTION

This Private Placement Memorandum, including the cover page and appendices, contains brief descriptions of the Issuer, provides certain information with respect to the issuance by the City of Big Spring, Texas (the "City" or the "Issuer"), and summaries of certain provisions of the Tax Notes (the "Notes") pursuant to the Official Action. Except as otherwise set forth herein, capitalized terms used but not defined in this Private Placement Memorandum have the meanings assigned to them in the Official Action. See "APPENDIX B - FORM OF OFFICIAL ACTION" attached hereto.

APPENDIX A contains the maturity schedule for the Notes. APPENDIX B contains the Official Action and a description of the purpose for the proceeds of the Notes. APPENDIX C contains a copy of the proposed opinion of Bond Counsel with respect to the Notes. The summaries of the documents contained on the cover of this Private Placement Memorandum are not complete or definitive, and every statement made in this Private Placement Memorandum concerning any provision of any document is qualified by reference to such document in its entirety.

THE NOTES

General Description

The Notes are being issued in the aggregate principal amount set forth in APPENDIX A of this Private Placement Memorandum and will mature as described therein. The Notes are being issued as fully registered certificates in denominations of $5,000, or any integral multiple thereof. The Notes will be dated February 15, 2026 and will mature on the dates referenced thereon, set forth in "APPENDIX A - MATURITY SCHEDULE." Zero coupon Notes will not pay any interest.

Principal and the redemption price with respect to the Notes will be payable to the Owners upon presentation and surrender at the principal office of the Paying Agent/Registrar. No interest will be paid nor will the Notes contain any interest payments.

Purpose

See "APPENDIX B - FORM OF OFFICIAL ACTION."

Authority for Issuance

The Notes are being issued pursuant to the terms and provisions of an ordinance (the "Ordinance") of the City Council of the City and in accordance with the Constitution and general laws of the State of Texas (the "State"), including particularly Chapter 271, as amended, Texas Local Government Code, and Chapter 1502, as amended, Texas Government Code.

Security for the Notes

See "APPENDIX B - FORM OF OFFICIAL ACTION".

Redemption Provisions

The Notes are not subject to redemption.

Notice of Redemption; Selection of Notes to Be Redeemed

See "APPENDIX B - FORM OF OFFICIAL ACTION."

The Notes are not subject to redemption.

Book-Entry-Only System

The information in this caption concerning The Depository Trust Company, New York, New York ("DTC") and DTC's book entry system has been obtained from DTC and the Issuer makes no representation or warranty nor takes any responsibility for the accuracy or completeness of such information.

DTC will act as securities depository for the Notes. The Notes will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Notes and deposited with DTC. See "APPENDIX B - FORM OF OFFICIAL ACTION."

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instrument (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearance Corporation, and Fixed Income Clearance Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a S&P Global Ratings rating: "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

TAX MATTERS

Opinion

Bond Counsel will deliver its opinion on the date of initial delivery of the Notes substantially in the form as attached in "APPENDIX C - FORM OF OPINION OF BOND COUNSEL." The Notes are not obligations described in section 103(a) of the Internal Revenue Code of 1986, as amended.

OTHER INFORMATION

Forward Looking Statements

The statements contained in this Private Placement Memorandum, including the cover page, appendices, and any other information or documents provided by the Issuer, that are not purely historical, are forward-looking statements, including statements regarding the Issuer's expectations, hopes, intentions, or strategies regarding the future. Holders and beneficial owners of the Notes have placed reliance on forward-looking statements. All forward-looking statements included in this Private Placement Memorandum are based on information available to the Issuer on the date hereof. It is important to note that the Issuer's actual results could differ materially from those in such forward-looking statements.

Ratings

No application has been made to any rating agency or municipal bond insurance company for qualification of the Notes for ratings or municipal bond insurance, respectively.

LITIGATION

General

On the date of initial delivery of the Notes to the Texas Water Development Board, the Issuer will execute and deliver a certificate to the effect that, except as disclosed herein, no litigation of any nature has been filed or is pending, as of that date, to restrain or enjoin the issuance or delivery of the Notes or which would affect the provisions made for their payment or security or in any manner questioning the validity of the Notes.

The Issuer

There is no litigation, proceeding, inquiry, or investigation pending by or before any court or other governmental authority or entity (or, to the best knowledge of the Issuer, threatened) that adversely affects the power, authority or obligation of the Issuer to deliver the Notes, the security for, or the validity of, the Notes or the financial condition of the Issuer.

CONTINUING DISCLOSURE OF INFORMATION

In the Official Action, the Issuer has made the following agreement for the benefit of the holders and beneficial owners of the Notes. The Issuer is required to observe the agreement for so long as it remains obligated to advance funds to pay the Notes. Under the agreement, the Issuer will be obligated to provide certain updated financial information and operating data, and timely notice of specified material events, to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access System. See "APPENDIX B - FORM OF OFFICIAL ACTION."

Compliance with Prior Undertakings

For the last five years, the City has complied in all material respects with its previous continuing disclosure agreements made in accordance with the Rule.

MISCELLANEOUS

Any statements made in this Private Placement Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Private Placement Memorandum nor any statement that may have been made verbally or in writing is to be construed as a contract with the owners of the Notes.

The information contained above is neither guaranteed as to accuracy or completeness nor to be construed as a representation by the Issuer. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Private Placement Memorandum nor any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the Issuer or the Issuer from the date hereof.

The Private Placement Memorandum is submitted in connection with the sale of the securities referred to herein to the Texas Water Development Board on the Delivery Date and may not be reproduced or used, as a whole or in part, for any other purpose.

ADDITIONAL INFORMATION

The Private Placement Memorandum speaks only as of its date and the information contained herein is subject to change. Descriptions of the Notes and the Official Action and any other agreements and documents contained herein constitute summaries of certain provisions thereof and do not purport to be complete. This Private Placement Memorandum was approved by the Issuer.

APPENDIX A

MATURITY SCHEDULE

CUSIP No. Prefix(1) 089545

Stated Maturity February 15	Principal Amount ($)	Interest Rate (%)	Initial Yield (%)	CUSIP No. Suffix(1)
2027	35,000			
2028	35,000			
2029	35,000			
2030	35,000			
2031	40,000			
2032	40,000			

(1) *CUSIP numbers are included solely for the convenience of owners of the Notes. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by FactSet Research Systems, Inc., on behalf of American Bankers Association. CUSIP numbers will be assigned to this issue by the CUSIP Service Bureau and are included solely for convenience of the owners of the Notes. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. None of the Purchasers, the City or the Financial Advisor is responsible for the selection or correctness of the CUSIP numbers set forth herein.*

APPENDIX B

FORM OF OFFICIAL ACTION

APPENDIX C

FORM OF OPINION OF BOND COUNSEL

PAYING AGENT/REGISTRAR AGREEMENT

between the

CITY OF BIG SPRING, TEXAS

and

BOKF, NA

Pertaining to

City of Big Spring, Texas
Tax Notes
Taxable Series 2026

Dated as of February 15, 2026

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ARTICLE VI

MISCELLANEOUS PROVISIONS

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT (the or this "Agreement") is by and between the City of Big Spring, Texas (the "Issuer") and BOKF, NA (the "Bank"), a national banking association duly organized under the laws of the United States of America and authorized to do business in the State of Texas.

WHEREAS, the Issuer has duly authorized and provided for the issuance of its City of Big Spring, Texas, Tax Notes, Taxable Series 2026 (the "Notes"), dated February 15, 2026 to be issued as registered securities without coupons; and

WHEREAS, all things necessary to make the Notes the valid obligations of the Issuer, in accordance with their terms, will be taken upon the issuance and delivery thereof; and

WHEREAS, the Issuer is desirous that the Bank act as the Paying Agent for the Issuer in paying the principal and redemption premium, if any, on the Notes, in accordance with the terms thereof, and that the Bank act as Registrar for the Notes; and

WHEREAS, the Issuer has duly authorized the execution and delivery of this Agreement, and all things necessary to make this Agreement the valid agreement of the Issuer, in accordance with its terms, have been done;

NOW, THEREFORE, it is mutually agreed to the following terms:

ARTICLE I

APPOINTMENT OF BANK AS
PAYING AGENT AND REGISTRAR

Section 1.01. Appointment. (a) The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Notes, in paying to the Owners of the Notes the principal of or redemption premium, if any, on all or any of the Notes.

(b) The Issuer hereby appoints the Bank as Registrar with respect to the Notes.

(c) The Bank hereby accepts its appointment, and agrees to act as, the Paying Agent and Registrar.

Section 1.02. Compensation. (a) As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Annex A hereto for the first year of this Agreement, or such part thereof, as this Agreement shall be in effect, and thereafter while this Agreement is in effect, the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

(b) In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof, including the reasonable compensation and the expenses and disbursements of its agents and counsel.

(c) The Bank agrees and represents that the total value of this Agreement due to the Bank pursuant to this Agreement shall not exceed the dollar limitation set forth in Section 2271.002 of the Texas Government Code, Section 2276.002(a)(2) of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session and recodified in House Bill 4595 in the 88th Texas Legislature, Regular Session) and Section 2274.002(a)(2) of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).

Section 1.03. Sanctioned Countries. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153, Government Code, or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 1.03 shall survive termination of the Agreement until the statute of limitations has run.

Section 1.04. Form 1295 Exemption. For purposes of Section 2252.908, Texas Government Code, as amended, the Bank hereby certifies that it is a wholly owned subsidiary of a publicly traded business entity. The term "business entity" as used in this paragraph means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

ARTICLE II

DEFINITIONS

Section 2.01. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms have the following meanings when used in this Agreement:

"Bank" means BOKF, NA.

"Designated Payment/Transfer Office" means the principal corporate trust office of the Bank located at 5956 Sherry Lane, Suite 1201, Dallas, Texas 75225 or in such other location as designated by the Paying Agent/Registrar. The Bank will notify the Issuer in writing of any change in location of the Designated Payment/Transfer Office.

"Financial Advisor" means SAMCO Capital Markets, Inc., its successors and assigns.

"Fiscal Year" means the fiscal year of the Issuer.

"Issuer" means the City of Big Spring, Texas.

"Issuer Request" and "Issuer Order" means a written request or order signed in the name of the Issuer by an authorized representative of the Issuer and delivered to the Bank.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Note" or "Notes" means any or all of the Issuer's Tax Notes, Taxable Series 2026 (the "Notes"), dated February 15, 2026.

"Ordinance" means, the authorizing document of the governing body of the Issuer pursuant to which the Notes are issued, certified by the Secretary of the governing body of the Issuer or any other officer of the Issuer and delivered to the Bank.

"Owner" means the Person in whose name a Note is registered in the Register.

"Paying Agent" means the Bank when it is performing the functions associated with the terms in this Agreement.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Notes" of any particular Note means every previous Note evidencing all or a portion of the same Note as that evidenced by such particular Note (and, for the purposes of this definition, any Note registered and delivered under Section 4.06 in lieu of a mutilated, lost, destroyed or stolen Note shall be deemed to evidence the same Note as the mutilated, lost, destroyed or stolen Note).

"Register" means a register in which the Issuer shall provide for the registration and transfer of Notes.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice Chairman of the Board of Directors, the Chairman or Vice Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Stated Maturity" means the date specified in the Ordinance as the fixed date on which the principal of the Note is due and payable or the date fixed in accordance with the terms of the Ordinance for redemption of the Notes, or any portion thereof, prior to the fixed maturity date.

ARTICLE III

PAYING AGENT

Section 3.01. Duties of Paying Agent. The Bank, as Paying Agent and on behalf of the Issuer, shall pay to the Owner, at the Stated Maturity and upon the surrender of the Note or Notes so maturing at the Designated Payment/Transfer Office, the principal amount of the Note or Notes then maturing, provided that the Bank shall have been provided by or on behalf of the Issuer adequate funds to make such payment.

Section 3.02. Payment Dates. The Issuer hereby instructs the Bank to pay the principal of the Notes at the dates specified in the Ordinance.

ARTICLE IV

REGISTRAR

Section 4.01. Transfer and exchange. (a) The Issuer shall keep the Register at the Designated Payment/Transfer Office, and subject to such reasonable written regulations as the Issuer may prescribe, which regulations shall be furnished the Bank herewith or subsequent hereto by Issuer Order, the Issuer shall provide for the registration and transfer of the Notes. The Bank is hereby appointed "Registrar" for the purpose of registering and transferring the Notes as herein provided. The Bank agrees to maintain the Register while it is Registrar.

(b) The Bank as Registrar hereby agrees that at any time while any Note is outstanding, the Owner may deliver such Note to the Registrar for transfer or exchange, accompanied by instructions from the Owner, or the duly authorized designee of the Owner, designating the persons, the maturities, and the principal amounts to and in which such Note is to be transferred and the addresses of such persons; the Registrar shall thereupon, within not more than three (3) business days, register and deliver such Note or Notes as provided in such instructions. The provisions of the Ordinance shall control the procedures for transfer or exchange set forth herein to the extent such procedures are in conflict with the provisions of the Ordinance.

(c) Every Note surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed in a manner satisfactory to the Bank, duly executed by the Owner thereof or his attorney duly authorized in writing.

(d) The Bank may request any supporting documentation it feels necessary to effect a reregistration.

Section 4.02. The Notes. The Issuer shall provide an adequate inventory of unregistered Notes to facilitate transfers. The Bank covenants that it will maintain the unregistered Notes in safekeeping and will use reasonable care in maintaining such unregistered Notes in safekeeping, which shall be not less than the care it maintains for debt securities of other governments or corporations for which it serves as registrar, or which it maintains for its own securities.

Section 4.03. Form of Register. (a) The Bank as Registrar will maintain the records of the Register in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Register in any form other than a form which the Bank has currently available and currently utilizes at the time.

(b) The Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Owners. (a) The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the cost, if any, of reproduction, a copy of the information contained in the Register. The Issuer may also inspect the information in the Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

(b) The Bank will not release or disclose the content of the Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena or court order or as otherwise required by law. Upon receipt of a subpoena or court order the Bank will notify the Issuer so that the Issuer may contest the subpoena or court order.

Section 4.05. Cancellation of Notes. All Notes surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already canceled, shall be promptly canceled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Notes previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly canceled by the Bank. All canceled Notes held by the Bank shall be disposed of pursuant to the Securities Exchange Act of 1934.

Section 4.06. Mutilated, Destroyed, Lost, or Stolen Notes. (a) Subject to the provisions of this Section 4.06, the Issuer hereby instructs the Bank to deliver fully registered Notes in exchange for or in lieu of mutilated, destroyed, lost or stolen Notes as long as the same does not result in an overissuance.

(b) If (i) any mutilated Note is surrendered to the Bank, or the Issuer and the Bank receive evidence to their satisfaction of the destruction, loss, or theft of any Note, and (ii) there is delivered to the Issuer and the Bank such security or indemnity as may be required by the Bank to save and hold each of them harmless, then, in the absence of notice to the Issuer or the Bank that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and upon its request the Bank shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Note, a new Note of the same stated maturity and of like tenor and principal amount bearing a number not contemporaneously outstanding.

(c) Every new Note issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Note shall constitute a replacement of the prior Note of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of the Ordinance equally and ratably with all other outstanding Notes.

(d) Upon the satisfaction of the Bank and the Issuer that a Note has been mutilated, destroyed, lost or stolen, and upon receipt by the Bank and the Issuer of such indemnity or security as they may require, the Bank shall cancel the Note number on the Note registered with a notation in the Register that said Note has been mutilated, destroyed, lost or stolen; and a new Note shall be issued of the same series and of like tenor and principal amount bearing a number, according to the Register not contemporaneously outstanding.

(e) The Bank may charge the Owner the Bank's fees and expenses in connection with issuing a new Note in lieu of or exchange for a mutilated, destroyed, lost or stolen Note.

(f) The Issuer hereby accepts the Bank's current blanket bond for lost, stolen, or destroyed Notes and any future substitute blanket bond for lost, stolen, or destroyed Notes that the Bank may arrange, and agrees that the coverage under any such blanket bond is acceptable to it and meets the Issuer's requirements as to security or indemnity. The Bank need not notify the Issuer of any changes in the security or other company giving such bond or the terms of any such bond, provided that the amount of such bond is not reduced below the amount of the bond on the date of execution of this Agreement. The blanket bond then utilized by the Bank for lost, stolen or destroyed Notes by the Bank is available for inspection by the Issuer on request.

Section 4.07. <u>Transaction Information to Issuer</u>. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Notes it has paid pursuant to Section 3.01, Notes it has delivered upon the transfer or exchange of any Notes pursuant to Section 4.01, and Notes it has delivered in exchange for or in lieu of mutilated, destroyed, lost or stolen Notes pursuant to Section 4.06 of this Agreement.

ARTICLE V

THE BANK

Section 5.01. <u>Duties of Bank</u>. The Bank undertakes to perform the duties set forth herein and in accordance with the Ordinance and agrees to use reasonable care in the performance thereof. The Bank hereby agrees to use the funds deposited with it for payment of the principal of and redemption premium, if any, on the Notes to pay the Notes as the same shall become due and further agrees to establish and maintain all accounts and funds as may be required for the Bank to function as Paying Agent. The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Notes in the manner described in the closing memorandum prepared by the Issuer's Financial Advisor or other agent on behalf of the Issuer. The Bank may act on a facsimile or email transmission of the closing memorandum acknowledged by the Issuer's Financial Advisor or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. <u>Reliance on Documents, Etc</u>. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, certificate, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Notes, but is protected in acting upon receipt of Notes containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Owner or an attorney-in-fact of the Owner. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, certificate, note, security or other paper or document supplied by Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and the Bank.

Section 5.03. Recitals of Issuer. (a) The recitals contained herein and in the Notes shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

(b) The Bank shall in no event be liable to the Issuer, any Owner or Owners or any other Person for any amount due on any Note except as otherwise expressly provided herein with respect to the liability of the Bank for its duties under this Agreement.

Section 5.04. May Hold Notes. The Bank, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/ Registrar, or any other agent.

Section 5.05. Money Held by Bank. (a) Money held by the Bank hereunder need not be segregated from any other funds provided appropriate accounts are maintained.

(b) Subject to the provisions of Title 6, Texas Property Code, any money deposited with the Bank for the payment of the principal or redemption premium, if any, on any Note and remaining unclaimed for three years after final maturity of the Note will be paid by the Bank to the Issuer, and the Owner of such Note shall thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease.

(c) The Bank will comply with the reporting requirements of Chapter 74 of the Texas Property Code.

(d) The Bank shall deposit any moneys received from the Issuer into a trust account to be held in a paying agent capacity for the payment of the Notes, with such moneys in the account that exceed the deposit insurance available to the Issuer provided by the Federal Deposit Insurance Corporation to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas and to the extent practicable under the laws of the United States of America to secure and be pledged as collateral for trust accounts until the principal of the Notes have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Notes shall, at its own expense and risk, request such other medium of payment.

Section 5.06. Indemnification. The Issuer agrees to indemnify the Bank, its officers, directors, employees and agents for, and hold them harmless against, any loss, liability or expense incurred without negligence or bad faith on their part, arising out of or in connection with its acceptance or administration of the Bank's duties hereunder, and under Article V of the Ordinance, including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement, to the extent allowed by law.

Section 5.07. Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demands or controversy over its persons as well as funds on deposit in a court of competent jurisdiction within the State of Texas; waive personal service of any process; and agree that service of process by certified or registered mail, return receipt requested, to the address set forth in this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any person claiming any interest herein.

Section 5.08. Depository Trust Company. It is hereby represented and warranted that, in the event the Notes are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", promulgated from time to time by The Depository Trust Company, which establishes requirements for securities to be eligible for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereof.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown below:

if to the Issuer: City of Big Spring, Texas
310 Nolan Street
Big Spring, TX 79720
Attention: Director of Finance

if to the Bank: BOKF, NA
Corporate Trust Department
5956 Sherry Lane, Suite 1201
Dallas, TX 75225

Section 6.04. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06. Separability. In case any provision herein shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 6.08. Entire Agreement. This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/ Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

Section 6.09. Counterparts. This Agreement may be executed in any number of counterparts, each which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination. (a) This Agreement will terminate on the date of final payment by the Bank issuing its checks for the final payment of principal on the Notes.

(b) This Agreement may be earlier terminated upon 60 days written notice by either party, provided that no resignation by the Bank shall be effective until a successor has been appointed by the Issuer and has accepted the duties imposed by this Agreement. The resigning Paying Agent/Registrar may petition any court of competent jurisdiction for the appointment of a successor Paying Agent/Registrar if an instrument of acceptance by a successor Paying Agent/Registrar has not been delivered to the resigning Paying Agent/Registrar within sixty (60) days after the giving of notice of resignation.

(c) The provisions of Section 1.02 and of Article V shall survive, and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF BIG SPRING, TEXAS

By: ____
Mayor

ATTEST

____
City Secretary

Signature Page to Paying Agent Registrar Agreement

BOKF, NA
as Paying Agent/Registrar

By: ______________________________________
Title: ______________________________________

Signature Page to Paying Agent Registrar Agreement

ANNEX A

Fee Schedule

See Attached

DOCID: DOCPROPERTY DOCXDOCID DMS=IManage Format=<<LIB>>-#<<NUM>>.<<VER>>

RESOLUTION NO. ______

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS APPROVING A GRANT AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD FROM THE DRINKING WATER STATE REVOLVING FUND AND AUTHORIZING THE MAYOR AS THE DESIGNATED REPRESENTATIVE OF THE CITY TO EXECUTE THE GRANT AGREEMENT; APPROVING AN ESCROW AGREEMENT; AND APPROVING OTHER MATTERS RELATED THERETO

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

WHEREAS, the Texas Water Development Board (the "TWDB") has made a commitment to provide financial assistance in the form of a grant in the amount of $228,980 from the Drinking Water State Revolving Fund – Lead Service Line Replacement (the "Grant") to the City of Big Spring, Texas (the "City") to finance improvements to the City's water system, as identified by the TWDB as Project No. 25-018; and

WHEREAS, the City Council of the City desires to appoint Mayor Robert Moore, or any successor as Mayor of the City, as the representative of the City (the "Authorized Representative") who is authorized to enter into a Drinking Water State Revolving Fund Grant Agreement (the "Grant Agreement") with the TWDB on behalf of the City in connection with the Grant; and

WHEREAS, Pursuant to Section 1201.028 of the Government Code, state law requires only one reading for ordinances and resolutions concerning certain public securities actions, thereby superseding the municipal Charter's standard two-reading requirement; and

WHEREAS, the meeting at which this Resolution is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code;

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

1. Authorized Representative. The Mayor of the City is hereby appointed as the Authorized Representative of the City.

2. Approval of Grant Agreement. The Grant Agreement between the TWDB and the City in substantially the form presented to City Council is approved, and the Authorized Representative is authorized to execute the Grant Agreement on behalf of the City.

3. Approval of Escrow Agreement. To facilitate the management of funds in accordance with the Grant Agreement, the City Council hereby authorizes an Escrow Agreement to be entered into by and between the City and BOFF, NA, as escrow agent (the "Escrow

Agent”), the terms and conditions of which are hereby approved, subject to such insertions, additions, and modifications as shall be necessary to comply with all applicable laws, regulations, and procedures and to carry out the intent and purposes of this Resolution and the Grant Agreement. The Mayor or Mayor Pro-Tem and the City Secretary are authorized to execute and deliver such Escrow Agreement in multiple counterparts on behalf of the City.

4. Creation of a Project Fund. The Authorized Representative or his designee is authorized to create and establish a special fund of the City, to be known as the “TWDB LF1002020 Grant Project Fund,” which shall be established at an official depository of the City for purposes of receiving disbursements from the escrow account established under the Escrow Agreement in accordance with the Grant Agreement.

5. Effective Date. This Resolution shall become effective immediately after its adoption.

PASSED AND APPROVED on this first and final reading at a regular meeting of the City Council on the **24th** day of **February**, **2026** with all members of the Council present voting “aye” for the passage of same.

____
Robert H. Moore III, Mayor
City of Big Spring, Texas

ATTEST:

____
Tami L Davis, City Secretary
City of Big Spring, Texas

APPROVED AS TO FORM:

____
Andrew Hagen, City Attorney
City of Big Spring, Texas

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF HOWARD §

I, the undersigned officer of the City Council of the City of Big Spring, Texas, hereby certify as follows:

1. The City Council of the City of Big Spring, Texas, convened in a regular meeting on the 24th day of February 2026, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Robert Moore	Mayor
Cody Hughes	Mayor Pro Tem, District 3
Nick Ornelas	District 1
Diana Yanez.	District 2
Homer Wilkenson	District 4
Gloria Blackburn	District 5
Daniel Moreno	District 6

and all of said persons were present, except the following absentee(s):________, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting, a written

RESOLUTION NO. 2026-__

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS APPROVING A GRANT AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD FROM THE DRINKING WATER STATE REVLOVING FUND AND AUTHORIZING THE MAYOR AS THE DESIGNATED REPRESENTATIVE OF THE CITY TO EXECUTE THE GRANT AGREEMENT; APPROVING AN ESCROW AGREEMENT; AND APPROVING OTHER MATTERS RELATED THERETO

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

________ Member(s) shown present above voted "Aye."

________ Member(s) shown present above voted "No."

________ Member(s) shown present above abstained from voting.

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 24th day of February 2026.

____

[SEAL]

City Secretary
City of Big Spring, Texas

Principal Forgiveness Agreement
Drinking Water State Revolving Fund

TEXAS WATER DEVELOPMENT BOARD

AND

CITY OF BIG SPRINGS

HOWARD COUNTY, TEXAS

TWDB COMMITMENT NO. LF1002020

TWDB PROJECT NO. 63055 (IUP FISCAL YEAR 2023)

TWDB RESOLUTION NO. 25-018

CFDA # 66.468

CITY OF BIG SPRINGS
TWDB COMMITMENT NO. LF1002020
TWDB PROJECT NO. 63055
TWDB RESOLUTION NO. 25-018

PRINCIPAL FORGIVENESS AGREEMENT

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EXHIBITS

THE STATE OF TEXAS § TWDB Commitment No. LF1002020
COUNTY OF TRAVIS §

PRINCIPAL FORGIVENESS AGREEMENT BETWEEN THE TEXAS WATER DEVELOPMENT BOARD AND THE CITY OF BIG SPRINGS

Recitals:

The City of Big Springs (City), located in Howard County, filed an application with the Texas Water Development Board (TWDB) for financial assistance in the amount of $3,795,919 from the Drinking Water State Revolving Fund (DWSRF) to finance the inventory, planning, design, and construction of certain water system improvements for the Project identified as Project No. 63055.

On March 13, 2025, the TWDB determined that the City qualifies for principal forgiveness as a Disadvantaged Community, lead service line replacement project, pursuant to 31 TAC § 371.17 and the criteria set forth in the 2023 DWSRF Intended Use Plan (IUP) and agreed, pursuant to the TWDB Resolution to provide financial assistance in the amount of $3,795,919 to the City and further agreed that $1,935,919 will be forgiven.

The TWDB and the City are the Parties to this Agreement.

NOW, THEREFORE, the Parties mutually agree to the terms of this Agreement and to administer the Principal Forgiveness Funds provided through this Agreement in conformance with all applicable state and federal laws and regulations, the TWDB Resolution, and all terms and conditions set forth in this Agreement.

ARTICLE I. DEFINITIONS

The following terms, as used in this Agreement, have the meanings assigned below:

Agreement means this Principal Forgiveness Agreement and the attached exhibits.

CFR means the Code of Federal Regulations.

Commitment means an offer by the TWDB to provide financial assistance to an Applicant as evidenced by a TWDB resolution.

Construction Account means an account dedicated to the payment of Project costs, as defined by 31 TAC § 371.1(17) and required by the TWDB Resolution.

Disadvantaged Community means an area that meets the requirements of a disadvantaged community as defined in 31 TAC § 371.1(24) and the criteria identified in the 2023 DWSRF IUP.

DWSRF means the Drinking Water State Revolving Fund, a program of financial assistance administered by the TWDB for water projects pursuant to the Safe Drinking Water Act, 42 U.S.C. §§ 300f—300j-27; applicable federal regulations; Texas Water Code, Chapter 15, § 15.6041; and 31 TAC Chapter 371.

Eligible Expenses means the expenses allowed by TWDB program requirements and authorized by the TWDB in the approved Project Budget.

EPA means the United States Environmental Protection Agency.

Escrow Account means an account established by the City that will be used to manage the Principal Forgiveness Funds in accordance with an escrow agreement acceptable to the Executive Administrator and attached as **EXHIBIT G** until the Executive Administrator authorizes the release of the Principal Forgiveness Funds to the Construction Account.

Executive Administrator means the Executive Administrator of the TWDB or a designated representative.

Financial Assistance means funding made available to eligible Applicants as authorized in 40 CFR § 35.3525, including principal forgiveness.

Force Majeure means acts of god, strikes, lockouts, or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, breakage or damage to machinery, pipelines or canals, and any other inabilities of either party, whether similar to those enumerated or otherwise, not within the control of the party claiming the inability that by the exercise of due diligence and care the party could not have avoided.

Green Project means a project or portion of a project that meets the EPA criteria for inclusion in the Green Project Reserve, including green infrastructure, water or energy efficiency improvements, or other environmentally innovative activities.

Green Project Reserve means the equivalent amount of the EPA capitalization grant that is reserved for projects that meet the EPA's criteria for green projects.

IUP means the Intended Use Plan, State Fiscal Year 2023, approved by the TWDB and the EPA in which the Project was prioritized for funding.

Obligations means the $220,000 City of Big Spring, Texas Combination Tax and Surplus Revenue Tax Notes, Taxable Series 2026 and $1,640,000 City of Big Springs, Texas

Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2025B, together with all authorizing documents that evidence the portion of the financial assistance that is not forgiven, respectively identified as L1002019 and L1002021.

Outlay Report means the TWDB form regarding the total amount of costs incurred by the City relating to the Project for the specified period.

Parties or Party means the TWDB and the City and their authorized successors and assignees.

Principal Forgiveness Funds means the portion of the Financial Assistance that is forgiven under this agreement identified as LF1002020, in an amount not to exceed $228,980.

Project means the project for which the TWDB is providing financial assistance under this Agreement and as further described in the TWDB Resolution and identified as Project No. 63055.

State means the State of Texas.

TWDB Resolution means TWDB Resolution No. 25-018 dated March 13, 2025 as amended by TWDB Resolution No. 26-XX, dated February 19, 2026, approving the application for financial assistance filed by the City and authorizing the execution of this Agreement.

ARTICLE II. AUTHORITY AND RECITALS

2.01. <u>AUTHORITY</u>. This Agreement is authorized by the Safe Drinking Water Act, 42 U.S.C. §§ 300f—300j-27, and is also governed by terms of the IUP; Texas Water Code, Chapter 6; Texas Water Code; Chapter 15, § 15.6041; 31 TAC Chapter 371; and the TWDB Resolution.

2.02. <u>RECITALS</u>. The Parties agree that the following representations are true and correct and form the basis of this Agreement:

A. The TWDB may provide financial assistance in the form of additional subsidization, such as principal forgiveness, for all or a portion of the Project costs in an amount that the TWDB determines to be eligible.

B. On March 13, 2025, the TWDB considered an application filed by the City for financial assistance from the DWSRF program. Based on the representations made by the City in that Application, the TWDB adopted the TWDB Resolution in which the TWDB:

   1. determined that the City is eligible for financial assistance and qualifies for principal forgiveness; and

   2. made a commitment to provide financial assistance through the purchase of tax notes, in an amount not to exceed $220,000 for the inventory lead service lines and to provide additional subsidization in the form of principal

forgiveness to the City in an amount not to exceed $228,980 as Principal Forgiveness Funds without the expectation of repayment.

C. The TWDB and the City enter this Agreement to set forth the terms and conditions for the Principal Forgiveness Funds. The Executive Administrator is authorized to execute this Agreement on behalf of the TWDB under the TWDB Resolution attached to this Agreement as **EXHIBIT A**. The City is authorized to execute this Agreement through its authorized representative designated in a resolution duly adopted by the governing body of the City attached as **EXHIBIT B**.

D. Nothing in this Agreement affects any provisions of the Obligations relating to the Financial Assistance amount not forgiven.

ARTICLE III. LEGAL REQUIREMENTS

3.01. <u>APPLICABLE LAWS</u>. In consideration of the performance of the mutual agreements set forth in this Agreement, the City, by and through its designated and authorized representatives, agrees to plan, design, and/or construct the Project in compliance with the following:

A. the Safe Drinking Water Act, 42 U.S.C. §§ 300f—300j-27, and EPA regulations at 40 CFR Part 35;

B. all federal laws and regulations identified on **EXHIBIT C**;

C. Texas Water Code; Chapter 15, § 15.6041;

D. 30 TAC Chapter 290; and

E. 31 TAC Chapter 371.

3.02. <u>LABOR STATUTES AND REGULATIONS</u>. The City agrees to comply with the following statutes and regulations and must execute the related certifications required by the TWDB. Further, the City must ensure that each contract for work on the Project also contains the following requirements:

A. <u>Equal Employment Opportunity</u>. The City must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and U.S. Department of Labor regulations at 41 CFR Chapter 60, relating to Office of Federal Contract Compliance, EEO. The City must include this provision in any contract or subcontract in excess of $10,000 as required by 40 CFR § 31.36.

B. <u>Davis-Bacon Act Wage Rates</u>. In accordance with the Safe Drinking Water Act, 42 U.S.C. §§ 300f—300j-27, the applicable IUP, and TWDB Guidance on Davis-Bacon

Wage Rate Requirements, the City, its contractors and its subcontractors, for the Project that is funded in whole or in part with Principal Forgiveness Funds, must pay all laborers and mechanics at rates not less than those prevailing on similar projects in the same locality, as determined by the U.S. Secretary of Labor's Wage and Hour Division, in conformance with the Davis–Bacon Act, 40 U.S.C. §§ 3141 - 3148, 29 CFR Part 5, relating to Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction, and 29 CFR Part 3, relating to Contractors and Subcontractors on Public Work Financed in Whole or in Part by Loans or Grants from the United States. All contracts and subcontracts for the construction of the Project carried out in whole or in part with assistance made available through this Agreement, must insert in full in any contract in excess of $2,000 the contracts clauses as attached as **EXHIBIT D**.

C. Contract Work Hours and Safety Standards Act. The City must ensure that its contractors and subcontractors comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701 - 3708 and 29 CFR Part 5.

3.03. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The City must abide by the prohibition on certain telecommunications and video surveillance services or equipment as required by 2 CFR § 200.216.

3.04. NO LOBBYING. The City must comply with 40 CFR Part 34, relating to New Restrictions on Lobbying. The City agrees that none of the Principal Forgiveness Funds provided under this Agreement may be expended to pay any person for influencing or attempting to influence an officer or employee of any federal entity, or a Member of Congress, with regard to the awarding of any federal contract, federal grant, federal loan, or the extension, continuation, renewal, amendment or modification of any federal contract, loan, or grant. The City must require that all contracts in excess of $100,000 for work implementing the Project contain the following statement: IN ACCORDANCE WITH THE BYRD ANTI-LOBBYING AMENDMENT, ANY RECIPIENT WHO MAKES A PROHIBITED EXPENDITURE UNDER TITLE 40 CFR PART 34 OR FAILS TO FILE THE REQUIRED CERTIFICATION OR LOBBYING FORMS SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN $10,000 AND NOT MORE THAN $100,000 FOR EACH EXPENDITURE.

3.05. IRON AND STEEL. The City will abide by all applicable requirements related to the Build America, Buy America Act, Public Law 117-58.

3.06. PROCUREMENT. The City must comply with the following when procuring goods and services for work on the Project according to the requirements in this section.

A. Debarred and Suspended Vendors. Prior to selecting any contractor, the City must ensure that the contractor is not listed on the federal Excluded Parties List System and is not suspended or disbarred by either the State or the federal government. See the following websites for lists of suspended and debarred federal and State vendors:

www.window.state.tx.us/procurement/prog/vendor performance/debarred and www.sam.gov.

B. State Procurement Requirements. All purchases for goods, services or commodities made with funds provided under this Agreement must comply with State and local procurement and contracting laws.

C. Disadvantaged Business Enterprises. The City must comply with 40 CFR Part 33, relating to Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs.

3.07. FINANCIAL, MANAGERIAL AND TECHNICAL CAPABILITIES. The City must maintain its technical, financial, and managerial capability to ensure compliance with the Safe Drinking Water Act § 300-j12.

3.08. ASSURANCES RELATED TO STATE FUNDS.

A. The City certifies that it is not prohibited from receiving state funds under Texas Penal Code § 1.10(d) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition). The City also agrees that, during the term of this Agreement, the City shall immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f).

B. The City certifies that it will not use state grant funds for expenditures related to lobbying activities under Texas Government Code § 556.0055.

C. The City certifies that it is not prohibited from receiving state grant funds under Texas Local Government Code § 364.004 (related to public camping bans). The City also agrees that, during the term of this Agreement, the City shall immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Local Government Code § 363.003.

ARTICLE IV. PLANNING, DESIGN, AND CONSTRUCTION

4.01. PROJECT REQUIREMENTS. The City must comply with the following requirements:

A. Plans and Specifications. The City must construct the Project in accordance with the plans and specifications sealed by a State licensed engineer and approved by the Executive Administrator in compliance with 31 TAC §§ 371.60 – 371.63.

B. Changes to Plans and Specifications. The City must not make any changes to the scope of the Executive Administrator's approved Project or to the specifications for the Project including but not limited to changes to the Green Project Reserve portion of the Project without the written approval of the Executive Administrator.

C. Project Schedule. The City must adhere to the TWDB approved Project schedule, attached as **EXHIBIT E**, and must timely and expeditiously use funds and complete the Project. The City must not exceed or revise the Project schedule except upon written approval from the TWDB. The City must not delay the Project completion date except by Amendment to this Agreement.

D. Project Budget. The City is solely responsible for all costs that exceed the TWDB approved Project budget, attached as **EXHIBIT F**. The City must notify the Executive Administrator immediately when the Project budget appears not to be sufficient to complete the Project. The City must not exceed the Project budget except by Amendment to this Agreement.

E. Environmental Compliance. The City must comply with all environmental conditions and must implement environmental mitigation measures as required through TWDB environmental review under 31 TAC Chapter 371, Subchapter E, including the standard emergency discovery conditions for threatened and endangered species and cultural resources.

4.02. PROGRESS REPORTS. The Executive Administrator may request reports on the progress of the Project at any time. The reports must contain information as directed by the Executive Administrator and must be submitted periodically as requested. The City must respond as requested and a failure to respond may result in withholding the release of funds from the Escrow Account.

ARTICLE V. SPECIAL COVENANTS AND REPRESENTATIONS

5.01. CONDITIONS FOR DISBURSEMENT OF PRINCIPAL FORGIVENESS FUNDS. No Principal Forgiveness Funds will be deposited into the Escrow Account or released until the applicable conditions in the TWDB Resolution and 31 TAC § 371.73, relating to Disbursement of Funds, are met. Construction funds will not be released unless the City has complied with 31 TAC Chapter 371, Subchapter E, relating to Environmental Reviews and Determinations, and 31 TAC §§ 371.60 – 371.63, relating to Engineering Review and Approval. If other conditions affect the release of funds, the Parties agree to negotiate in good faith regarding any new or different conditions that become applicable to the release of Principal Forgiveness Funds.

5.02. DELIVERY OF PRINCIPAL FORGIVENESS FUNDS. The TWDB will deposit the Principal Forgiveness Funds in an approved Escrow Account to be released to the City's Construction Account at the direction of the Executive Administrator.

A. Outlay Reports and Invoices. The City must submit the following documentation:

1. TWDB Outlay Report forms identifying:

a. the total amount of expenses incurred by the City for the period covered by the Outlay Report; and

b. invoices, receipts, or other documentation satisfactory in form and substance to the TWDB sufficient to establish the requested amount as an eligible expense incurred by the City.

2. Outlay Report forms are due to TWDB quarterly during the planning, acquisition, and design phases and monthly during the construction phase of the Project until the completion of the Project.

B. Release from Escrow Account. The Executive Administrator will authorize the release of Principal Forgiveness Funds from Escrow when Outlay Reports have been approved by the TWDB.

5.03. INELIGIBLE EXPENSES. The City must use Principal Forgiveness Funds for Eligible Expenses. The City must return any Principal Forgiveness Funds that are used for expenses that cannot be verified as eligible or that are ineligible. The amount of Principal Forgiveness Funds used for any ineligible or unverified expenses will be credited against verified Eligible Expenses. If the total amount of Eligible Expenses is insufficient to fully offset the amount of improperly expended Principal Forgiveness Funds, the City must use other funds to fully repay the TWDB.

5.04. FINAL ACCOUNTING. Upon completion of the Project, the City must provide a final accounting of funds expended on the Project pursuant to 31 TAC § 371.86 and return any remaining Principal Forgiveness Funds in a manner determined by the Executive Administrator.

5.05. LEGAL STATUS. The City must notify the Executive Administrator before taking any action to alter its legal status in any manner.

5.06. WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN. If applicable, the City must adopt and implement a water conservation and drought contingency plan that complies with Texas Water Code §§ 16.4021.

5.07. WATER AUDIT. If the City is a retail public utility as defined in Texas Water Code § 13.002 and the City provides potable water, then the City annually must perform and file with the TWDB a water audit computing the City's most recent annual system water loss. The first water audit must be submitted by May 1st following the passage of one year after the effective date of this Agreement and then by May 1st every year during the term of this Agreement. The City agrees to comply with 31 TAC § 358.6 relating to water audits.

5.08. REGISTRATION. Under the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252, the City must obtain a Unique Entity Identification Number in the System for Award Management (SAM) and maintain current registration at all times while the Obligations are outstanding.

5.09. ANNUAL FINANCIAL AUDIT. During the Term of this Agreement, the City must submit an annual audit of the general-purpose financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) by a certified public accountant or licensed public accountant. Audits must be submitted to the TWDB no later than 180 days after the close of the City's fiscal year.

5.10. INVESTMENT AND COLLATERALIZATION OF PUBLIC FUNDS. Financial Assistance funds are public funds and must be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

5.11. SPECIAL CONDITION. The City shall return any principal forgiveness funds that are determined to be surplus funds.

ARTICLE VI. NON-PERFORMANCE AND REMEDIES

6.01. STOP WORK ORDERS.

A. Stop Work Order (SWO). The Executive Administrator may issue a written SWO to the City at any time for failure to comply with any provision of this Agreement. The SWO will provide the City with notice of the facts supporting the determination to issue the SWO. The SWO may require cessation of work immediately or at a definite future date. The SWO will provide the City with a specified time to cure.

B. City's Response. The City must provide a written response to the SWO and must provide the Executive Administrator with a detailed plan to address and cure the conditions causing the SWO. The City must provide the response within five business days from its receipt of the SWO.

C. Executive Administrator's Reply. The Executive Administrator may accept, reject, or amend the City's plan and will provide notice of the action to the City within five business days of receipt of the plan. The Executive Administrator may issue an amended SWO that allows resumption of work contingent upon the City's execution of the plan to cure. The Executive Administrator may modify the City's plan to cure only in a manner consistent with the terms and conditions of this Agreement.

D. City's Option. The City must notify the Executive Administrator within five business days whether it accepts the amended plan. If the City does not accept the amended plan, the Executive Administrator may terminate this Agreement. Upon successful completion of the plan to cure the conditions causing the SWO, the City must continue work to complete all obligations under this Agreement.

6.02. TERMINATION. The TWDB may terminate this Agreement in writing at any time.

Upon receipt of a notice of termination, the City must immediately discontinue all work in connection with the performance of this Agreement and must promptly cancel all existing orders or other financial commitments chargeable to funding provided pursuant to this Agreement. Any costs for Eligible Expenses incurred prior to the receipt of the written notice by the City, however, will be payable from the funding provided pursuant to this Agreement. Within 30 days of the notice of termination, the City must submit a statement showing in detail the work performed, all payments received by the City, and all payments made by or due from the City to any contractor prior to the date of termination.

6.03. SURVIVAL OF TERMS AND CONDITIONS. Termination or expiration of this Agreement for any reason will not release either Party from any liabilities or obligations set forth in this Agreement that by their nature would be intended to be applicable following any termination or expiration.

6.04. REAL ESTATE. If the City purchases real estate for the Project with Principal Forgiveness Funds and any of the real estate or portion of the real estate is not used for the Project, the City must repay to the TWDB the full amount of the Principal Forgiveness Funds for purchase of the real estate not used for the Project. The amount will be due and payable within 90 days after termination or expiration of this Agreement.

6.05. REMEDIES.

A. The City shall have all remedies available in law or equity.

B. The TWDB shall have all remedies available in law or equity, including remedies available under Texas Water Code §§ 6.114 and 6.115.

ARTICLE VII. GENERAL TERMS AND CONDITIONS

7.01. INSURANCE AND INDEMNIFICATION.

A. The City must at all times keep insured those portions of the Project as are customarily insured by political subdivisions in the State that operate like properties in similar locations under similar circumstances. The City must insure against risks, accidents, casualties, or loss in an amount that is customarily carried by municipalities and political subdivisions and is at least sufficient to protect the TWDB's interest in the Project.

B. The City is solely responsible for liability resulting from acts or omissions of the City, its employees, contractors, or agents to the extent permitted by law.

C. Principal forgiveness proceeds must not be used by the City when sampling, testing, removing, or disposing of contaminated soils or media at the project site. The City agrees that it is solely responsible for liability resulting from acts or omissions of the City, its employees, contractors, or agents arising from the sampling, analysis, transport, storage, treatment, recycling, and disposition of any contaminated sewage sludge, contaminated sediments or contaminated media that may be generated by the City, its contractors, consultants, agents, officials, and employees as a result of activities relating to the Project to the extent permitted by law.

7.02. PERMITS. The City is responsible for timely filing applications for all licenses, permits, registrations and other authorizations that the City has identified in the application for financial assistance as required for the planning, design, and construction of the Project. The City must submit to the TWDB copies of all final licenses, permits, registrations and other authorizations issued by local, state, and federal agencies within 30 days of receipt from the issuing agency.

7.03. RECORDS. The City must comply with all terms and conditions relating to records of the Project as follows:

A. Duty to Maintain Records. The City must maintain financial accounting records relating to the Project in accordance with Generally Accepted Accounting Principles. The City must also require its contractors to maintain financial accounting records consistent with Generally Accepted Accounting Principles and with State laws applicable to government accounting. All accounting and other financial documentation must be accurate, current, and must reflect recordation of the transactions at or about the time the transactions occurred;

1. Single Audit Act, 31 U.S.C. §§ 7501 - 7507. The City must comply with the Single Audit Act, with Office of Management and Budget Uniform Guidance, and with 2 CFR Part 200 to ensure any audit is conducted with applicable OMB requirements.

2. Green Projects. If all or part of the Project is designated as a Green Project, then the City must maintain separate tracking of the expenses related to that Project or portion of the Project that has been designated as an approved Green Project.

B. Duty to Retain Records. The City must retain all financial records and supporting documents and any other documents pertinent to the Project in accordance with the requirements of 31 TAC § 371.87, relating to Records Retention. The TWDB requires the City to retain all records related to this Agreement for a period of three years after the Obligations are paid in full.

C. Public Records. The City agrees that all documents relating to this Agreement are subject to the Public Information Act, Texas Government Code, Chapter 552, and that these documents may not be withheld from public disclosure, except in accordance with law and with the rulings of the Texas Attorney General. The City must make any information created or exchanged pursuant to this Agreement available in a format that is accessible by the public at no additional charge unless otherwise excepted from disclosure under the Texas Public Information Act. The City must promptly respond to a request by the TWDB for copies of any of the City's records related to this Agreement.

D. Access to Records.

1. State Auditor. By executing this Agreement, the City accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all Principal Forgiveness Funds received under this Agreement. The City must comply with directives from the Texas State Auditor and must cooperate in any investigation or audit. The City agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit. The City also agrees to include a provision in any contract or subcontract related to this Agreement that requires the contractor and the subcontractor to submit to audits and investigations by the Texas State Auditor's Office in connection with all Principal Forgiveness Funds received pursuant to the contract or subcontract.

2. TWDB, EPA, and Comptroller General of the United States. The City agrees that the TWDB, the EPA, and the Comptroller General of the United States will have full access to any books, documents, papers, and records related to the funds expended under this Agreement and these federal entities may audit, examine, copy excerpts, and make transcriptions of any books, documents, papers, and records. The standards of administration, property management, audit procedures, procurement and financial management, and the records and facilities of the City and its contractors are subject to audit and inspection by the TWDB and by the EPA and by any other authorized state or federal entity. All books, documents, papers, and records of the City related to this Agreement, including all contracts and subcontracts, must be made available for audit, examination, excerption, and transcription within a reasonable time after a request from the state of Texas, TWDB, or EPA. The City understands and agrees that the EPA's Regional Administrator may, after a thirty-day written notice, review any records the Regional Administrator deems necessary to determine compliance with all requirements concerning the Principal Forgiveness Funds provided under this Agreement.

3. Failure to comply with applicable legal requirements and this Agreement may result in a default that results in a repayment of the assistance in advance of termination and final accounting.

7.04. UPDATING INFORMATION. The City must provide the TWDB with updated information, reports, statements, and certifications as requested by the Executive Administrator relating to the financial condition of the City or the Project and the use of Principal Forgiveness Funds. The City must promptly notify the TWDB of any material change in the activities, prospects, or conditions of the City relating to the Project, or its ability to perform its duties, covenants, obligations, and agreements under this Principal Forgiveness Agreement.

7.05. <u>FORCE MAJEURE</u>. Unless otherwise provided, neither the City nor the TWDB nor any agency of the State will be liable to the other for any delay in or failure of performance of a requirement contained in this Agreement caused by *Force Majeure*. The existence of the causes of delay or failure extends the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Each Party must inform the other in writing with proof of receipt within five business days of the existence of *Force Majeure* or otherwise waive this right as a defense.

7.06. <u>NON-ASSIGNABILITY</u>. The terms and conditions of the financial assistance provided by this Agreement may not be assigned, transferred, or subcontracted in any manner without the express written consent of the TWDB.

7.07. <u>ENTIRE AGREEMENT AND AMENDMENT</u>. This Agreement, which incorporates all attached Exhibits, constitutes the entire agreement between the Parties. This Agreement may be amended only in writing signed by the Parties. The changes allowed under Section 4.01 do not require an amendment to this Agreement unless a change to the Project Schedule, **EXHIBIT E** or the Project Budget, **EXHIBIT F**, results in a different project completion date or total budget amount.

7.08. <u>NO WAIVER</u>. The failure of any Party to insist upon the strict performance of any of the terms, provisions, or conditions of this Agreement will not be construed as a waiver or relinquishment for the future of the strict performance of any other term, provision, or condition.

7.09. <u>NO DEBT CREATED</u>. Each Party agrees that, by this Agreement, the State, acting through the TWDB, is not lending its credit or in any manner creating a debt on behalf of the State. To the extent that the City is not securing the Obligations with ad valorem taxes, each Party agrees that under this Agreement the City is not lending its credit or in any other manner creating a debt on behalf of the City.

7.10. <u>LAW AND VENUE</u>. The validity, operation, and performance of this Agreement are governed by the laws of the State of Texas and applicable federal regulations, and the terms and conditions of this Agreement will be construed and interpreted in accordance with the laws of the State. The Parties agree that this Agreement is for the provision of financial assistance for the planning, design, and construction of the Project and that all or part of the performance of the terms and obligations of the Agreement will be performed in Howard County, Texas. Notwithstanding the location of the Project, the Parties agree that any proceeding brought for any breach of this Agreement involving the TWDB must be in Travis County, Texas. This section does not waive the sovereign immunity of the State, the TWDB, or the City.

7.11. NOTICES. All notices, notifications, or requests required or permitted by this Agreement must be in writing and must be transmitted by personal delivery or by United States certified mail, return receipt requested, postage prepaid, to the addresses of the Parties shown below. Notice will be effective when received by the Party to whom notice is sent.

Texas Water Development Board
Attn: Executive Administrator
Physical Address:
1700 N. Congress Ave., 6th Floor
Austin, Texas 78701-1496
Mailing Address:
P.O. Box 13231
Austin, Texas 78711-3231

City of Big Springs
Attn: Assistant City Manager
Address:
310 Nolan Street
Big Springs, Texas 79720

7.12. TERM. This Agreement is effective on the date signed by the Executive Administrator. The Agreement expires on the successful completion of the Project and Final Accounting in accordance with Section 5.04 of this Agreement.

[remainder of page left intentionally blank]

TEXAS WATER DEVELOPMENT BOARD

____
Bryan McMath
Executive Administrator

Date____________________________

CITY OF BIG SPRINGS

____

Mayor

Date_______________________________

EXHIBIT A

TWDB Resolution No. 25-018

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF
$3,795,919 TO THE CITY OF BIG SPRING
FROM THE DRINKING WATER STATE REVOLVING FUND
THROUGH THE PROPOSED PURCHASE OF
$220,000 CITY OF BIG SPRINGS, TEXAS COMBINATION TAX AND SURPLUS
REVENUE CERTIFICATES OF OBLIGATION, PROPOSED TAXABLE SERIES 2025A
AND
$1,640,000 CITY OF BIG SPRINGS, TEXAS COMBINATION TAX AND SURPLUS
REVENUE CERTIFICATES OF OBLIGATION, PROPOSED TAXABLE SERIES 2025B
AND
$1,935,919 IN PRINCIPAL FORGIVENESS

(25-018)

Recitals:

The City of Big Spring (City), located in Howard County, has applied for financial assistance in the amount of $3,795,919 from the Drinking Water State Revolving Fund-Lead Service Line Replacement Program (DWSRF-LSLR) to finance the inventory, planning, design, and construction of certain lead service lines and replacement identified as Project No. 63055.

The City seeks financial assistance from the Texas Water Development Board (TWDB) through the TWDB's proposed purchase of $220,000 City of Big Springs, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Proposed Taxable Series 2025A and $1,640,000 City of Big Springs, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Proposed Taxable Series 2025B (Obligations), (together with all authorizing documents), and the execution of one or more Principal Forgiveness Agreements in an amount of $1,935,919 all as is more specifically set forth in the application and in recommendations of the TWDB's staff.

The City has offered a pledge of ad valorem taxes and surplus revenues of the City's waterworks and sewer systems as sufficient security for the repayment of the Obligations.

The commitment is approved for funding under the TWDB's pre-design funding option, and initial and future releases of funds are subject to 31 TAC § 371.13.

Findings:

1. The revenue or taxes pledged by the City will be sufficient to meet all the Obligations assumed by the City, in accordance with Texas Water Code § 15.607.

2. The application and assistance applied for meet the requirements of the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq.* and Pub. L. 117-58, 135 Stat. 1400-1401, as well as state law, in accordance with Texas Water Code § 15.607.

3. The term of the Obligations does not exceed the expected useful life of the project proposed by the City.

4. The City has adopted and implemented a water conservation program for the more efficient use of water that will meet reasonably anticipated local needs and conditions and that incorporates practices, techniques, or technology prescribed by the Texas Water Code and TWDB's rules.

5. The City has identified the lead service lines within its service area that can be replaced using the financing and demonstrated in a manner acceptable to the executive administrator that the project is viable, feasible, and sustainable.

6. The City has completed a current water audit required by Texas Water Code § 16.0121 and 31 TAC § 358.6 and filed it with the TWDB in accordance with Texas Water Code § 16.053(j).

7. The City is eligible for principal forgiveness through the DWSR-LSLR in a total amount not to exceed $1,935,919 and financial assistance in the amount of $220,000 with a reduced interest rate of zero percent.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to the City of Big Spring for financial assistance in the amount of $3,795,919 from the Drinking Water State Revolving Fund through the TWDB's proposed purchase, in one or more series of:

a. $220,000 City of Big Springs, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Proposed Taxable Series 2025A, to expire on March 31, 2026;

b. $1,640,000 City of Big Springs, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Proposed Taxable Series 2025B, to expire on March 31, 2027;

And the execution of one or more Principal Forgiveness Agreements in the amount of:

a) $228,980 to expire on March 31, 2026; and

b) $1,706,939 to expire on March 31, 2027.

The commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent on a future sale of bonds by the TWDB or on the availability of funds on hand as determined by the TWDB. If the financial assistance is funded with available cash-on-hand, the TWDB reserves the right to change the designated source of funds to bond proceeds issued for the purpose of reimbursing funds used to provide the financial assistance approved in this Resolution.

2. This commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that all the requirements of the laws under which the Obligations were issued have been complied with; that the Obligations were issued in conformity with the Constitution and laws of the State of Texas; and that the Obligations are valid and binding obligations of the City.

3. This commitment is contingent upon the City's compliance with all applicable requirements contained in 31 TAC Chapter 371.

4. The Obligations must provide that the City agrees to comply with all the conditions set forth in the TWDB Resolution.

5. The Obligations must provide that the Obligations can be called for early redemption on any date beginning on or after ten years from the dated date of the Obligations at a redemption price of par.

6. The City, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the City's Obligations, or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by the Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of the rule, this continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the City's Obligations, if the TWDB sells or otherwise transfers the Obligations, and the beneficial owners of the TWDB's bonds if the City is an obligated person with respect to those bonds under SEC Rule 15c2-12.

7. The Obligations must contain a provision requiring the City to levy a tax or maintain and collect sufficient rates and charges, as applicable, to produce system funds in an amount necessary to meet the debt service requirements of all outstanding obligations and to maintain the funds established and required by the Obligations.

8. The Obligations must include a provision requiring the City to use any financial assistance proceeds from the Obligations that are determined to be remaining unused funds, which are those funds unspent after the original approved project is completed, for enhancements to the original project explicitly approved by the Executive Administrator, or, if no enhancements are authorized by the Executive Administrator, requiring the City to submit a final accounting and disposition of any unused funds.

9. The Obligations must include a provision requiring the City to use any financial assistance proceeds from the Obligations determined to be surplus funds in a manner approved by the Executive Administrator. Surplus funds are funds remaining after completion of the project and completion of a final accounting.

10. The Obligations must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

11. Proceeds of this commitment are public funds. Therefore, the Obligations must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

12. Proceeds of this commitment must not be used by the City when sampling, testing, removing, or disposing of contaminated soils or media at the project site, except for an LSLR project or associated activity directly connected to the identification, planning, design, and replacement of lead service lines OR for an EC project to address PFAs or any contaminant listed on EPA's Contaminant Candidate Lists. The Obligations must include an environmental indemnification provision wherein the City agrees, and agrees to cause its construction contractors, to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action, or damages arising from activities performed by the City or its construction contractors, including their officials and employees, in connection with the project, to the extent permitted by law.

13. Before closing, the City shall submit documentation evidencing the adoption and implementation of sufficient system rates and charges or the levy of an interest and sinking tax rate (if applicable) sufficient for the repayment of all system debt service requirements.

14. Before closing, and if not previously provided with the application, the City shall submit executed contracts for engineering and, if applicable, financial advisor and bond counsel contracts for the project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator.

15. Before closing, when any portion of the financial assistance is to be held in escrow or in trust, the City shall execute an escrow or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB.

16. The Executive Administrator may require the City to execute a separate financing agreement in form and substance acceptable to the Executive Administrator.

17. The TWDB retains the option to purchase the Obligations in separate lots or on an installment basis, with delivery of the purchase price for each installment to be paid against delivery of the relevant installment of Obligations as approved by the Executive Administrator.

18. The Obligations must provide that the City will comply with all applicable TWDB laws and rules related to the use of the financial assistance.

19. The Obligations must provide that the City must comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued including the standard emergency discovery conditions for threatened and endangered species and cultural resources.

20. The Obligations must contain a provision requiring the City to maintain insurance coverage sufficient to protect the TWDB's interest in the project.

21. The City must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).

22. The Obligations must provide that the City will submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.

State Revolving Fund Conditions:

23. The City shall submit outlay reports with sufficient documentation on costs on a quarterly or monthly basis in accordance with TWDB outlay report guidelines.

24. The Obligations must include a provision stating that all laborers and mechanics employed by contractors and subcontractors for projects shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations. The City, all contractors, and all sub-contractors shall ensure that all project contracts mandate compliance with Davis-Bacon. All contracts and subcontracts for the construction of the project carried out in whole or in part with the financial assistance made available shall insert in full in any contract in excess of $2,000 the contracts clauses as provided by the TWDB.

25. The Obligations must include a provision stating that the City shall provide the TWDB with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The City shall obtain a Unique Entity Identification Number and shall register with System for Award Management (SAM), and maintain current registration at all times during which the Obligations are outstanding.

26. The Obligations shall provide that all financial assistance proceeds will be timely and expeditiously used, as required by 40 CFR § 35.3135(d), and shall provide that the City will adhere to the approved project schedule.

27. The Obligations and Principal Forgiveness Agreement must contain a covenant that the City will abide by all applicable construction contract requirements related to the

use of iron and steel products produced in the United States, as required by 31 TAC § 371.4 and related State Revolving Fund Policy Guidelines.

28. The Obligations and Principal Forgiveness Agreement must contain a covenant that the City shall abide by the prohibition on certain telecommunications and video surveillance services or equipment as required by 2 CFR § 200.216.

29. The Obligations and Principal Forgiveness Agreement must contain a covenant that the City will abide by all applicable requirements related to the Build America, Buy America Act, Public Law 117-58 and 2 CFR part 184.

Drinking Water State Revolving Fund Conditions:

30. The City shall pay at closing an origination fee approved by the Executive Administrator of the TWDB pursuant to 31 TAC Chapter 371.

31. Before closing, the Texas Commission on Environmental Quality, must make a determination, the form and substance of which is satisfactory to the Executive Administrator, that the City has demonstrated the necessary financial, managerial, and technical capabilities to proceed with the project or projects to be funded with the proceeds of these Obligations.

32. Before the release of funds for professional consultants including, but not limited to, the engineer, financial advisor, and bond counsel, as appropriate, the City must provide documentation that it has met all applicable state procurement requirements as well as all federal procurement requirements under the Disadvantaged Business Enterprises program.

Pledge Conditions:

33. The Obligations must contain a provision that provides as follows:

    a. if system revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied and collected may be reduced to the extent and by the amount of revenues then on deposit in the Interest and Sinking Fund; or

    b. if surplus revenues are based upon budgeted amounts:

        i. the Obligations must include a requirement that the City transfer and deposit in the Interest and Sinking Fund each month an amount of not less than 1/12th of the annual debt service on the Obligations until the amount on deposit in the Interest and Sinking Fund equals the amount required for annual debt service on the Obligations; further, that the ordinance authorizing the issuance of the Obligations must include a requirement that the City shall not transfer any funds from the City's pledged system revenues to any fund other than the Interest and

Sinking Fund until an amount equal to the annual debt service on the Obligations for the then-current fiscal year has been deposited in the Interest and Sinking Fund;

ii. the Obligations must include a requirement that for each year the Obligations are outstanding, and before the time taxes are to be levied for that year, the City shall establish, adopt, and maintain an annual budget that provides for either the monthly deposit of sufficient surplus pledged revenues or tax revenues or both, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination of these, into the Interest and Sinking Fund for the repayment of the Obligations; and

iii. the Obligations must include a requirement that the City shall at all times maintain and collect sufficient rates and charges in conjunction with any other legally available funds so that after payment of the costs of operating and maintaining the system, it produces revenues in an amount not less than 1.10 times debt service requirements of all outstanding Obligations of the City and other obligations of the City which are secured in whole or in part by the pledged revenues, for which the City is budgeting the repayment of the Obligations, or the City shall provide documentation which evidences the levy and collection of an ad valorem tax rate dedicated to the Interest and Sinking Fund, in conjunction with any other legally available funds, sufficient for the repayment of debt service requirements.

Special Conditions:

34. Before closing, the City shall execute a Principal Forgiveness Agreement in a form and substance acceptable to the Executive Administrator.

35. The Principal Forgiveness Agreement must include a provision stating that the City shall return any principal forgiveness funds that are determined to be surplus funds.

APPROVED and ordered of record this 13th day of March 2025.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: 3/13/25

ATTEST:

Bryan McMath, Executive Administrator

EXHIBIT B
City of Big Springs's Resolution

RESOLUTION NO. 2026-__

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS APPROVING A GRANT AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD FROM THE DRINKING WATER STATE REVOLVING FUND AND AUTHORIZING THE MAYOR AS THE DESIGNATED REPRESENTATIVE OF THE CITY TO EXECUTE THE GRANT AGREEMENT; APPROVING AN ESCROW AGREEMENT; AND APPROVING OTHER MATTERS RELATED THERETO

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

WHEREAS, the Texas Water Development Board (the "TWDB") has made a commitment to provide financial assistance in the form of a grant in the amount of $228,980 from the Drinking Water State Revolving Fund – Lead Service Line Replacement (the "Grant") to the City of Big Spring, Texas (the "City") to finance improvements to the City's water system, as identified by the TWDB as Project No. 25-018; and

WHEREAS, the City Council of the City desires to appoint Mayor Robert Moore, or any successor as Mayor of the City, as the representative of the City (the "Authorized Representative") who is authorized to enter into a Drinking Water State Revolving Fund Grant Agreement (the "Grant Agreement") with the TWDB on behalf of the City in connection with the Grant; and

WHEREAS, the meeting at which this Resolution is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code;

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

1. Authorized Representative. The Mayor of the City is hereby appointed as the Authorized Representative of the City.

2. Approval of Grant Agreement. The Grant Agreement between the TWDB and the City in substantially the form presented to City Council is approved, and the Authorized Representative is authorized to execute the Grant Agreement on behalf of the City.

3. Approval of Escrow Agreement. To facilitate the management of funds in accordance with the Grant Agreement, the City Council hereby authorizes an Escrow Agreement to be entered into by and between the City and ______, as escrow agent (the "Escrow Agent"), the terms and conditions of which are hereby approved, subject to such insertions, additions, and modifications as shall be necessary to comply with all applicable laws, regulations, and procedures and to carry out the intent and purposes of this Resolution and the Grant Agreement.

The Mayor or Mayor Pro-Tem and the City Secretary are authorized to execute and deliver such Escrow Agreement in multiple counterparts on behalf of the City.

4. Creation of a Project Fund. The Authorized Representative or his designee is authorized to create and establish a special fund of the City, to be known as the "TWDB LF1002020 Grant Project Fund," which shall be established at an official depository of the City for purposes of receiving disbursements from the escrow account established under the Escrow Agreement in accordance with the Grant Agreement.

5. Effective Date. This Resolution shall become effective immediately after its adoption.

[Execution Page Follows]

PASSED, APPROVED and EFFECTIVE on this the 24th day of February 2026.

City Secretary City of Big Spring, Texas	Mayor City of Big Spring, Texas

[SEAL]

DRAFT

EXHIBIT C
List of Federal Laws and Authorities (Cross-Cutters)

The basic rules for complying with cross-cutting federal authorities are set-out in the CWSRF regulations at 40 C.F.R. § 35.3145 and in the CWSRF regulations at 40 C.F.R. § 35.3575. A list of and link to these authorities is provided below and also available from the Environmental Protection Agency (EPA) at: http://water.epa.gov/grants_funding/CWSRF/xcuts.cfm. A handbook on the applicability of the cross-cutting federal authorities is available from EPA at https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements

Environmental Authorities

- Archeological and Historic Preservation Act of 1974, Pub. L. 86-523, as amended
- Clean Air Act, Pub. L. 84-159, as amended
- Coastal Barrier Resources Act, Pub. L. 97-348
- Coastal Zone Management Act, Pub. L. 92-583, as amended
- Endangered Species Act, Pub. L. 93-205, as amended
- Floodplain Management, Executive Order 12148
- Farmland Protection Policy Act, Pub. L. 97-98
- Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- National Historic Preservation Act of 1966, PL 89-665, as amended
- Safe Drinking Water Act, Pub. L. 93-523, as amended
- Wild and Scenic Rivers Act, Pub. L. 90-542, as amended

Economic and Miscellaneous Authorities

- Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended
- Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended

Social Policy Authorities

- Age Discrimination Act of 1975, Pub. L. 94-135
- Title VI of the Civil Rights Act of 1964, Pub. L. 88-352 (2)
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act)
- Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112
- The Drug-Free Workplace Act of 1988, Pub. L. 100-690 (applies only to the capitalization grant recipient)
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590
- Anti-Lobbying Provisions (40 CFR Part 34) [applies only to capitalization grant recipients]

The Civil Rights Act and related anti-discrimination statutes apply to all the operations of the SRF program.

EXHIBIT D

Davis-Bacon Contract and Subcontract Provisions

(a) GENERAL CONTRACT AND SUBCONTRACT PROVISIONS.

The subrecipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR § 5.1 and the Consolidated Appropriations Act, 2016 (or subsequent federal law), the following clauses:

(1) Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding

The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of 29 CFR part 30.

(5) Compliance with Copeland Act requirements

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

b. CONTRACT PROVISIONS FOR CONTRACTS IN EXCESS OF $100,000

Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages

The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) MAINTENANCE OF RECORDS

In addition to the clauses contained in Section (a), above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(d) COMPLIANCE VERIFICATION

(1) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract.[1] Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(3) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or

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[1] The provision that read "At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract" was issued a waiver in EPA Class Deviation memo dated November 16, 2012.

subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(4) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(5) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA Region 6 DB Coordinator, TWDB, and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

EXHIBIT E
Project Schedule

DRAFT

PROJECT SCHEDULE

Task	Schedule Date
Engineering Feasibility Report Completion (End of Planning Phase)	December 31, 2025
Design Phase Completion	May 31, 2026
Start of Construction	August 31, 2026
Construction Completion	August 31, 2027

EXHIBIT F

Project Budget

Project Budget Summary

Big Spring

63055 - Lead Line Inventory and Replacement

Budget Items	TWDB Funds	Total
Construction		
Construction	$2,507,500.00	$2,507,500.00
Subtotal for Construction	**$2,507,500.00**	**$2,507,500.00**
Basic Engineering Services		
Construction Engineering	$54,000.00	$54,000.00
Design	$181,000.00	$181,000.00
LSLR Inventory	$434,580.00	$434,580.00
Planning	$25,000.00	$25,000.00
Subtotal for Basic Engineering Services	**$694,580.00**	**$694,580.00**
Special Services		
Application	$5,000.00	$5,000.00
Environmental	$5,000.00	$5,000.00
Inspection	$80,000.00	$80,000.00
Project Management (by engineer)	$10,000.00	$10,000.00
Surveying	$75,000.00	$75,000.00
Subtotal for Special Services	**$175,000.00**	**$175,000.00**
Fiscal Services		
Bond Counsel	$50,000.00	$50,000.00
Financial Advisor	$50,000.00	$50,000.00
Loan Origination Fee	$36,471.00	$36,471.00
Subtotal for Fiscal Services	**$136,471.00**	**$136,471.00**
Contingency		
Contingency	$282,368.00	$282,368.00
Subtotal for Contingency	**$282,368.00**	**$282,368.00**
Total	$3,795,919.00	$3,795,919.00

EXHIBIT G

Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement"), which is dated February __, 2026, is made by and between the CITY OF BIG SPRING, TEXAS (the "City"), a political subdivision of the State of Texas in Howard County, Texas, and ________, as escrow agent (the "Escrow Agent"), together with any successor in such capacity;

W I TN E S S E T H:

WHEREAS, pursuant to an ordinance adopted on February 24, 2026 (the "Ordinance"), the City authorized the issuance of $220,000 City of Big Spring, Texas Combination Tax and Surplus Revenue Tax Notes, Taxable Series 2026 (the "Notes") to obtain financial assistance from the Texas Water Development Board (the "TWDB") for the purpose of funding the (i) eligible costs associated with the inventory, planning, design and construction of certain lead service lines and replacement identified as TWDB Project No. 63055, and (ii) costs of professional services incurred in connection therewith (the "Project"); and

WHEREAS, pursuant to a resolution adopted on February 24, 2026, the City authorized the execution of a Grant Agreement (the "Grant Agreement") with the TWDB to obtain financial assistance in the amount of $228,980 from the Drinking Water State Revolving Fund – Lead Service Line Replacement Program for the purpose of funding the Project; and

WHEREAS, pursuant to the Grant Agreement, the City will accept certain contractual obligations (the "Contractual Obligations," and together with the Certificates, the "Obligations") to obtain financial assistance from the TWDB for the purpose of funding the Project; and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Subchapter C, Chapter 404, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D, and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (the "Proceeds") in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNTS. In accordance with the closing memo signed by the Executive Administrator or an authorized representative and upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment Numbers L1002019 and LF1002020 to be deposited to the credit of special escrow accounts or subaccounts (the "Escrow Accounts") maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Accounts shall be entitled "TWDB L1002019 Big Spring 2026 Tax Note Acct" and "TWDB LF1002020 Big Spring 2026 Grant Esc Acct," and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Ordinance or the Grant Agreement and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Accounts bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (the "PFIA"). The City is responsible for directing the Escrow Agent to invest all public funds in a manner that is consistent with both the PFIA and its own written investment policy.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Accounts after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance or the Grant Agreement. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance or the Grant Agreement, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation, or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

[To Come]	Executive Administrator Texas Water Development Board 1700 North Congress Avenue Austin, Texas 78701

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account. No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: **COMPENSATION FOR ESCROW SERVICES.** The Escrow Agent shall be entitled to compensation for its services as stated in **EXHIBIT A**, which compensation shall be paid by the City but may not be paid directly from the Escrow Account.

SECTION 19: VERIFICATION OF STATUTORY REPRESENTATIONS AND COVENANTS. The Escrow Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

A. **NOT A SANCTIONED COMPANY**. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

B. **NO BOYCOTT OF ISRAEL**. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code, as amended.

C. **NO DISCRIMINATION AGAINST FIREARM ENTITIES**. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

D. **NO BOYCOTT OF ENERGY COMPANIES**. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

SECTION 20: FORM 1295 EXEMPTION. The Escrow Agent represents that it is a wholly owned subsidiary of a publicly traded business entity, and therefore this Agreement is exempt from Section 2252.908, Texas Government Code, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

[Signature Page Follows]

CITY OF BIG SPRING, TEXAS

By: ______________________________

Robert Moore
Mayor

Address: 310 Nolan Street
Big Spring, Texas 79270

____
as Escrow Agent

By: ________________________________

Title: ________________________________

Address:

EXHIBIT A
Fee Schedule

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement"), which is dated February __, 2026, is made by and between the CITY OF BIG SPRING, TEXAS (the "City"), a political subdivision of the State of Texas in Howard County, Texas, and BOKF, NA, as escrow agent (the "Escrow Agent"), together with any successor in such capacity;

W I TN E S S E T H:

WHEREAS, pursuant to an ordinance adopted on February 24, 2026 (the "Ordinance"), the City authorized the issuance of $220,000 City of Big Spring, Texas Combination Tax and Surplus Revenue Tax Notes, Taxable Series 2026 (the "Notes") to obtain financial assistance from the Texas Water Development Board (the "TWDB") for the purpose of funding the (i) eligible costs associated with the inventory, planning, design and construction of certain lead service lines and replacement identified as TWDB Project No. 63055, and (ii) costs of professional services incurred in connection therewith (the "Project"); and

WHEREAS, pursuant to a resolution adopted on February 24, 2026, the City authorized the execution of a Grant Agreement (the "Grant Agreement") with the TWDB to obtain financial assistance in the amount of $228,980 from the Drinking Water State Revolving Fund – Lead Service Line Replacement Program for the purpose of funding the Project; and

WHEREAS, pursuant to the Grant Agreement, the City will accept certain contractual obligations (the "Contractual Obligations," and together with the Certificates, the "Obligations") to obtain financial assistance from the TWDB for the purpose of funding the Project; and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Subchapter C, Chapter 404, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D, and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (the "Proceeds") in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNTS. In accordance with the closing memo signed by the Executive Administrator or an authorized representative and upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment Numbers L1002019 and LF1002020 to be deposited to the credit of special escrow accounts or subaccounts (the "Escrow Accounts") maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Accounts shall be entitled "TWDB L1002019 Big Spring 2026" and "TWDB LF1002020 Big Spring 2026," and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Ordinance or the Grant Agreement and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Accounts bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (the "PFIA"). The City is responsible for directing the Escrow Agent to invest all public funds in a manner that is consistent with both the PFIA and its own written investment policy.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Accounts after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance or the Grant Agreement. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance or the Grant Agreement, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation, or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

BOKF, NA Corporate Trust Department 5956 Sherry Lane, Suite 1201 Dallas, TX 75225	Executive Administrator Texas Water Development Board 1700 North Congress Avenue Austin, Texas 78701

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account. No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: **COMPENSATION FOR ESCROW SERVICES.** The Escrow Agent shall be entitled to compensation for its services as stated in **EXHIBIT A**, which compensation shall be paid by the City but may not be paid directly from the Escrow Account.

SECTION 19: VERIFICATION OF STATUTORY REPRESENTATIONS AND COVENANTS. The Escrow Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

A. **NOT A SANCTIONED COMPANY**. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

B. **NO BOYCOTT OF ISRAEL**. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code, as amended.

C. **NO DISCRIMINATION AGAINST FIREARM ENTITIES**. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

D. **NO BOYCOTT OF ENERGY COMPANIES**. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

SECTION 20: FORM 1295 EXEMPTION. The Escrow Agent represents that it is a wholly owned subsidiary of a publicly traded business entity, and therefore this Agreement is exempt from Section 2252.908, Texas Government Code, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

[Signature Page Follows]

CITY OF BIG SPRING, TEXAS

By: ________________________________
Robert Moore
Mayor

Address: 310 Nolan Street
Big Spring, Texas 79270

BOKF, NA
as Escrow Agent

By: ____________________________________

____
Title: ____________________________________

Address: 5956 Sherry Lane, Suite 900
Dallas, Texas 75225

EXHIBIT A

Fee Schedule

Staff Report

To: The Honorable Mayor and City Council
From: The City Manager
Date: February 10, 2026
Subject: First Reading of a Resolution to Adopt Reasonable Monthly and Annual Time Limits without Recovering the City's Costs Attributable to Personnel Time for Requestors of Public Information; Providing for the Repeal of Conflicting Legislation; Providing for Severability; and Finding and Determining that the Meetings at Which the Resolution were Discussed were Open to the Public as Required by Law; and Establishing an Effective Date

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RECOMMENDATION:
Staff recommends approval of the resolution.

BACKGROUND:
Citizens have a right to make public information requests. State law places a duty on the City to fulfill the requests without regard to other priorities of the City. State law allows the City to set monthly and/or annual time limits for requestors who use more than 15 hours of staff time in a month or 36 hours of staff time in a year without recovering the City's personnel costs. Without setting the time limit, however, the City's ability to charge for staff time is very limited. State law makes exceptions for the press, elected officials, and nonprofits.

FISCAL IMPACT:
The resolution should result in compensating the City related to public information requests by requestors who use large amounts of staff time.

ATTACHMENTS:
resolution for reasonable time limits for public information requests

REPORT PREPARED BY:
Andrew Hagen, City Attorney

APPROVED BY:
Todd Darden, City Manager

RESOLUTION NO. ___________

A RESOLUTION OF THE CITY CONCIL OF THE CITY OF BIG SPRING, TEXAS TO ADOPT REASONABLE MONYHLY AND ANNUAL TIME LIMITS WITHOUT RECOVERING THE CITY'S COSTS ATTRIBUTABLE TO PERSONNEL TIME FOR REQUESTORS OF PUBLIC INFORMATION; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE;

WHEREAS, the City Council of Big Spring is the governing body of the City of Big Spring; and

WHEREAS, City Council adopted Resolution 020-2025 to specify the mailing address, e-mail address and official methods for accepting public information requests; and

WHEREAS, under state law, specifically, Section 552.275, Government Code, the City may adopt reasonable monthly and annual time limits that apply to requestors of public information, and should requestors use more personnel time than are set by the reasonable monthly and annual time limits, the requestor must pay for personnel's time to proceed with the request; and

WHEREAS, under state law, a reasonable monthly time limit is fifteen (15) hours and a reasonable annual time limit is thirty-six (36) hours; and

WHEREAS, state law provides certain exceptions for the press; for elected officials of the United States, the State of Texas, and political subdivisions of Texas; and for nonprofits exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, City Council, finds it advisable to proceed as follows;

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. Responding to Public Information Requests that Use a Large Amount of Personnel Time.

(a) *Annual time limit.* Pursuant to Texas Government Code § 552.275, thirty-six (36) hours is the reasonable limit on the amount of time that personnel of the City are required to spend producing public information for inspection or duplication by a requestor or providing copies of public information to a requestor in any given twelve-month period commencing on October 1 of each year, without recovering the City's costs attributable to that personnel time.

(b) *Monthly time limit.* Pursuant to Texas Government Code § 552.275, fifteen (15) hours is the reasonable limit on the amount of time that personnel of the City are required to spend producing public information for inspection or duplication by a requestor or providing copies of public information to a requestor in any given monthly period commencing on the first (1st) date of each month, without recovering the City's costs attributable to that personnel time.

(c) *Records of time spent fulfilling requests.* The City Secretary or a person designated by the City Manager shall be responsible for maintaining records of the cumulative amount of personnel time spent complying with requests for public information from each individual requestor.

(d) *Charges for personnel time spent in excess of time limits.* Notwithstanding any provision of this section to the contrary, any requestor of public information will be charged personnel costs in accordance with Texas Government Code § 552.275 for all time in excess of thirty-six (36) hours in any given twelve-month period commencing on October 1 of each year or fifteen (15) hours in a given monthly period commencing on the 1st date of each month, spent by personnel of the City in producing public information for inspection or duplication by a requestor, or providing copies of public information to a requestor. The City Secretary or the designee of the City Manager shall be responsible for providing all notices to the requestor as required by law, including written statements of accrued time required by Texas Government Code § 552.275(d) and written estimates of charges required by Texas Government Code § 552.275(e).

(e) *"Requestor" defined.* For purposes of this section, "requestor" shall have the meaning set forth in Texas Government Code § 552.003(6).

(f) *State law.* This policy is subject to state law, and specifically Section 552.275, Texas Government Code.

SECTION 3. The City Secretary is directed to place the information in Exhibit A, attached and incorporated herein, on the web site of the City, intended to make clear to requestors the public policies adopted by City Council in Resolution 020-2025 and this Resolution.

SECTION 4. All resolutions or parts of resolutions and minute orders in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. 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 6. 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 7. This Resolution shall become effective immediately.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the _____day of ________, ______, with all members of the Council voting "aye" for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the _____day of _________, _______, with all members of the Council voting "aye" for the passage of same.

____
Robert H. Moore III, Mayor

ATTEST:

____
Tami L. Davis, City Secretary

EXHIBIT A

Public Information Request Procedures

City of Big Spring and Big Spring Police Department

How written requests for public information are received

Portal: https://bigspringtx.justfoia.com/publicportal

E-mail: records@mybigspring.com

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

Hand delivery

Responding to Public Information Requests that Use a Large Amount of Personnel Time

Annual time limit. Thirty-six (36) hours is the reasonable limit on the amount of time that personnel are required to spend producing public information for inspection or duplication by a requestor or providing copies of public information to a requestor in any given twelve-month period commencing on October 1 of each year, without recovering costs attributable to that personnel time.

Monthly time limit. Fifteen (15) hours is the reasonable limit on the amount of time that personnel are required to spend producing public information for inspection or duplication by a requestor or providing copies of public information to a requestor in any given monthly period commencing on the first (1st) date of each month, without recovering costs attributable to that personnel time.

Charges for personnel time spent in excess of time limits. Any requestor of public information will be charged personnel costs in accordance with state law for all time in excess of thirty-six (36) hours in any given twelve-month period commencing on October 1 of each year or fifteen (15) hours in a given monthly period commencing on the 1st date of each month, spent by personnel in producing public information for inspection or duplication by a requestor, or providing copies of public information to a requestor. You will receive written statements of accrued time and written estimates of charges.

State law. This policy is subject to state law, and specifically Section 552.275, Texas Government Code.

RESOLUTION NO._________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, DECLARING THE UNOPPOSED CANDIDATES IN THE MAY 2, 2026 GENERAL ELECTION FOR CITY COUNCIL MEMBER DISTRICT 1 AND FOR CITY COUNCIL MEMBER DISTRICT 3 AS ELECTED TO OFFICE; CANCELING THE GENERAL ELECTION FOR CITY COUNCIL POSITIONS FOR CITY COUNCIL MEMBER, DISTRICT 1 AND DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the general election was called for May 2, 2026, for the purpose of electing City Council Members for Districts 1and 3; and

WHEREAS, the City Secretary has provided certification (Exhibit A) to the Mayor and City Council Members that City Council Positions for Districts 1 and 3 are unopposed for election to office;

WHEREAS, no candidate's name has been placed on the list of write-in candidates for these offices under applicable law; and

WHEREAS, pursuant to the provisions of Section 2.051 of the Texas Election Code, the governing body of the City of Big Spring, Texas, may by resolution declare an unopposed candidate elected to office;

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

SECTION 1. The following candidates, who are unopposed in the May 2, 2026 general election, are declared elected to office, and shall be issued certificates of election in the same manner as provided for a candidate elected at an election at a regular City Council meeting to be held on May 12, 2026.

City Council District 1	Josie Ochoa
City Council District 3	Gary Gillihan

SECTION 2. The May 2, 2026 general election is canceled for City Council Districts 1 and 3 and a copy of this resolution shall be posted on election day at the polling place that would have been used in the election.

SECTION 3. This resolution shall take effect upon its final passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Council of the City of Big Spring on the ______ day of ____________, **2026**, with all members present voting "aye" for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council of the City of Big Spring on the _____ day of ____________, **2026**, with all members present voting "aye" for passage of same.

____
Robert H. Moore III, Mayor

ATTEST:

____
Tami L. Davis, City Secretary

Exhibit A
Anexo A

CERTIFICATION OF UNOPPOSED CANDIDATES
CERTIFICACIÓN DE CANDIDATOS SIN OPOSICIÓN

To: Robert H. Moore III, Mayor and City Council Members
Para: Robert H. Moore III, Alcalde y Concejales de la Ciudad

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates for election to office for the general election scheduled to be held on May 2, 2026, are unopposed.

Como autoridad responsable de tener preparada la boleta oficial, certifico que los siguientes candidatos para la elección del cargo para las elecciones generales programadas para el 2 de mayo de 2026, no tienen oposición.

List offices and names of candidates:
Lista de oficinas y nombres de candidatos:

Offices (Oficinas)	**Candidates (Candidatos)**
City Council Member, District 1	Josie Ochoa
City Council Member, District 3	Gary Gillihan

____
Tami L. Davis, City Secretary

____
Date of Signing (Fecha de la firma)

(Seal) (Foca)

Change Order

Project	WWTP Grit Removal System Improvements	**Project Number**
Owner	City of Big Spring	
Contractor	Texas Water and Soil	25-4
Construction Manager	Freese and Nichols, Inc.	BSP23542A
Design Professional	Freese and Nichols, Inc.	BSP23542A

Change Order No. CO-002 **Date** 2/17/2026

Make the following modifications to the Contract Documents:
This change order includes the scope of work outlined in CP-002.2 to replace the stacked trays with Hydro International. Refer to attached CP-002.2 for details.

Net Change in Contract Price this Change Order	$ 253,542.00
Net Change in Contract Times this Change Order	42 days

The compensation in this Change Order is the full, complete, and final compensation for all costs Contractor may incur because of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work because of this Change Order. The changes in Contract Times are the complete and final adjustments for impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor is entitled. All terms and provisions of the Contract Documents remain in effect except as specifically modified by this Change Order.

a. Original Contract Price	$ 1,360,080.00
b. Previously Approved Change Order/Contract Amendment Amounts	$ 16,696.00
c. Adjusted Contract Price (a + b)	$ 1,376,776.00
d. Contract Amendment Amount	$ 253,542.00
e. Revised Contract Price (c + d)	$ 1,630,318.00
f. Percent Change in Contract Price to Date	19.8 %

	Original	**Previous**	**Current**
Substantial Completion Date	12/11/2026	12/11/2026	1/22/2027
Final Completion Date	2/9/2027	2/9/2027	3/23/2027

Recommended by Design Professional

Name: Dennadey Odumm Date: 02/17/2026

Recommended by Construction Manager

Name: [signature] Date: 02.17.2026

Approved by Contractor

Name: [signature] Date: 2-17-26

Approved by Owner

Name: Date:

Raneem Bizri

From:	Shane E. Bowles <sbowles@mybigspring.com>
Sent:	Friday, February 13, 2026 11:38 AM
To:	Gennady Boksiner; Terrence C. Tidwell
Cc:	Angela K. Brown; Kevin Morris; Matthew Weaver; Raneem Bizri; David Jackson; Josh Kristinek; Stetson Word
Subject:	RE: Big Spring WWTP Grit Improvements - Stacked Trays Replacement Proposal

Gennady,

Please move forward with the change order utilizing Hydro International. Thank you,

Shane Bowles, P.E.
Public Works Director
City of Big Spring
310 Nolan Street, Big Spring, TX
432-264-2500
sbowles@mybigspring.com

From: Gennady Boksiner <gb@freese.com>
Sent: Wednesday, February 4, 2026 2:13 PM
To: Shane E. Bowles <sbowles@mybigspring.com>; Terrence C. Tidwell <ctidwell@mybigspring.com>
Cc: Angela K. Brown <abrown@mybigspring.com>; Kevin Morris <Kevin.Morris@freese.com>; Matthew Weaver <Matthew.Weaver@freese.com>; Raneem Bizri <Raneem.Bizri@freese.com>; David Jackson <drj@freese.com>; Josh Kristinek <Josh.Kristinek@freese.com>; Stetson Word <sword@mybigspring.com>
Subject: RE: Big Spring WWTP Grit Improvements - Stacked Trays Replacement Proposal

Gennady Boksiner, PE, BCEE
Project Manager

From: Gennady Boksiner
Sent: Friday, January 30, 2026 10:00 AM
To: sbowles@mybigspring.com; 'Terrence C. Tidwell' <ctidwell@mybigspring.com>
Cc: Angela Brown <abrown@mybigspring.com>; Kevin Morris <Kevin.Morris@freese.com>; Matthew Weaver <Matthew.Weaver@freese.com>; Raneem Bizri <Raneem.Bizri@freese.com>; David Jackson <drj@freese.com>; Josh Kristinek <Josh.Kristinek@freese.com>; 'Stetson Word' <sword@mybigspring.com>
Subject: RE: Big Spring WWTP Grit Improvements - Stacked Trays Replacement Proposal

Good morning, Shane and Chad, and happy Friday!

I wanted to follow up on the below email and see how the City would like to proceed?

Please let me know if you have any questions or need additional information.

Thank you,

Gennady Boksiner, PE, BCEE
Project Manager

From: Gennady Boksiner
Sent: Friday, January 23, 2026 9:47 AM
To: sbowles@mybigspring.com; Terrence C. Tidwell <ctidwell@mybigspring.com>
Cc: Angela Brown <abrown@mybigspring.com>; Kevin Morris <Kevin.Morris@freese.com>; Matthew Weaver <Matthew.Weaver@freese.com>; Raneem Bizri <Raneem.Bizri@freese.com>; David Jackson <drj@freese.com>; Josh Kristinek <Josh.Kristinek@freese.com>; Stetson Word <sword@mybigspring.com>
Subject: Big Spring WWTP Grit Improvements - Stacked Trays Replacement Proposal

Shane and Chad,

A few weeks ago, we received a proposal from Texas Water & Soil for replacement of stacked trays, stainless steel frame, and the influent box. We have also coordinated with another manufacturer, HydroDyne that has just began making similar stacked tray systems, to get another quote. So, we had two quotes. First one was from the original system manufacturer, Hydro International, and the second one is from HydroDyne.

Due to pricing concerns with the initial proposal, we requested revisions and were able to reduce the costs as summarized below:

Manufacturer	**Original Proposal**	**Final Proposal**
Hydro International	$391,802.00	$348,894.00
HydroDyne	$285,818.00	$256,734.00

For reference, the original contract amount is $1,360,080.00. One change order has already been executed to remove peeling coating, in the amount of $16,696.00. Per regulations, the cumulative value of change orders cannot exceed 25% of the original contract without additional action by the City. After accounting for the executed change order, $323,324.00 remains available to stay within the 25% threshold.

Based on this, it does not appear feasible to proceed with the original system manufacturer's revised proposal without additional City approvals. The HydroDyne proposal, however, allows the project to remain within the 25% limit. It should be noted that this would be HydroDyne's first installation of a stacked tray system. That said, HydroDyne is a well-established and reputable U.S. manufacturer of treatment equipment, including grit removal systems, and began producing stacked tray systems last year following the expiration of Hydro International's patent.

Given that the stacked tray system has no moving parts, it is my opinion that HydroDyne's equipment should perform equivalently to that of the original system manufacturer. Therefore, I recommend proceeding with approval of HydroDyne's cost proposal and issuing a change order to Texas Water & Soil in the amount of $256,734.00 for replacement of the stacked trays, frame, and influent box.

Please review and let me know if we have the City's approval to move forward with this change. If further discussion would be helpful, I am happy to schedule a brief Teams call.

Thank you, and Happy Friday!

Gennady Boksiner, PE, BCEE | Principal/Vice President | Water/Wastewater Treatment and Reuse Group | Freese and Nichols, Inc.

(214) 217-2224 [office] | (817) 721-3527 [mobile] | gennady.boksiner@freese.com | www.freese.com

Malcolm Baldrige
National Quality Award
Recipient **2010** & **2024**

Texas Water and Soil Company Inc.
Change Order Proposal #2

Big Spring WWTP Grit
Furnish & Install New Grit Trays

Description	Quantity	UOM	Cost
Option #1: Hydro International			
1. Hydro International Headcell Material Rev 1	1	EA	$ 186,328.00
2. TWS Labor & Equipment install Hydro International	1	LS	$ 67,214.00
		Total	**$ 253,542.00**
Option #2: Hydro-Dyne			
1. Hydro-Dyne Sand Shark Material	1	EA	$ 189,520.00
2. TWS Labor & Equipment install Hydro-Dyne	1	LS	$ 67,214.00
		Total	**$ 256,734.00**

Time of Completion: Additional 42 days from 12/13/2026
New Contract Completion Date: 1/22/2027

1/19/2025
Connor Hoelscher, Project Manager Date

Texas Water and Soil Company, Inc.
2908 West FM 2105
San Angelo, TX 76901

Clarifications:
***This assumes approved change order is received by 2/15//2026.**
*This includes demo of grout to get to existing base ring, welding new product to base ring, and reinstall grout.
*Payment per payment terms of either Hydro International or Hydro-Dyne

	Hydro Int	Hydro Dyne
Upon Fully Executed PO	40%	0%
Upon Receipt of Approved Shop Dwgs	0%	25%
Upon Completion of Testing Before Shipment	0%	25%
Net 30 Upon Delivery	60%	45%
Completion of Start-Up & O&M manual approvals	0%	5%

Texas Water and Soil Company LLC.
CHANGE ORDER PROPOSAL

	DATE: **4 February 2026**
Project: Big Spring WWTP Grit Removal	**Contractor Project #:** 25-4
Owner: City of Big Spring	**Owner Project #:** BSP23542A
Engineer: Freese & Nichols	**Engineer Project #:** BSP23542A
Change Proposal Description: Furnish & Install New Headcell - Hydro Internationa	**Change Proposal #:** 2

Item	Description	Qty	UOM	Unit Price	Cost	Revisions/Comments
	PRIME CONTRACTOR'S WORK EXCLUDING MARKUPS					
Item	Description	Qty	UOM	Unit Price	Cost	Revisions/Comments
1.	HRM Environmental / Hydro International (Material)	1	LS	$ 157,305.00	$ 157,305.00	
2.					$ -	
3.					$ -	
4.					$ -	
5.					$ -	
6.					$ -	
7.					$ -	
8.					$ -	
9.					$ -	
10.					$ -	
11.					$ -	
12.					$ -	
13.					$ -	
14.					$ -	
15.	**PRIME CONTRACTOR SUBTOTAL**				**$ 157,305.00**	
	SUBCONTRACTOR NAMES & TOTALS EXCLUDING PRIME MARKUPS					
Item	Description	Qty	UOM	Unit Price	Cost	Revisions/Comments
16.					$ -	
17.					$ -	
18.					$ -	
19.					$ -	
20.					$ -	
21.					$ -	
22.					$ -	
23.	**SUBCONTRACTORS' SUBTOTAL**				**$ -**	
	PRIME CONTRACTOR MARKUPS					Revisions/Comments
24.	Prime Contractor's Work (from line 15)			$ 157,305.00		
25.	Overhead & Profit (Prime Contractor's Work)	15%		$ 23,595.75		
26.	Subcontractor's Work (from line 23)			$ -		
27.	Overhead & Profit (Subcontractor's Work)	5%		$ -		
28.	SUBTOTAL (add lines 24-27)				$ 180,901.00	
29.	Bonds & Insurance	3%		$ 5,427.03		
30.	SUBTOTAL (add lines 28-29)				$ 186,328.00	
31.	**TOTAL ADDITIONS SUBTOTAL**				**$ 186,328.00**	
	PRIME CONTRACTOR DEDUCTS					
Item	Description	Qty	UOM	Unit Price	Cost	Revisions/Comments
32.					$ -	
33.					$ -	
34.					$ -	
35.					$ -	
36.					$ -	
37.	**TOTAL DEDUCTIONS SUBTOTAL**				**$ -**	
38.	**TOTAL COST**				**$ 186,328.00**	
	CONTRACT TIME MODIFICATIONS					Revisions/Comments
39.	Notice to Proceed				10/17/2025	
40.	Original Contract Time	420	Cal Days			
41.	Original Contract Completion Date				12/11/2026	
42.	Previous Contract Time Modifications	0	Cal Days			
43.	Current Contract Completion Date				12/11/2026	
44.	Proposed Time Extension	28	Cal Days			Schedule Attached if >0 days
45.	**PROPOSED CONTRACT COMPLETION DATE**				**1/8/2027**	

Signature & Title of Preparer: Connor Hoelscher, Project Manager

Connor Hoelscher

From: Matt Farquhar <Matt@HRMH2O.onmicrosoft.com>
Sent: Thursday, January 29, 2026 5:39 PM
To: Connor Hoelscher; Todd Neff
Cc: Matt Farquhar
Subject: Re: Big Spring, TX Updated Scope and Price (23_11_0287) 25-1373654
Attachments: Outlook-xmtqbecj

Follow Up Flag: Flag for follow up
Flag Status: Completed

Connor...

Hydro International had a bust in their estimating software. Double up..by mistake

The corrected price for the Headcell scope of supply is **$ 157,305.00**

Apologies for the mistake.

Matt

Matt Farquhar
HRM Environmental LLC
Water and Waste Water Process Equipment
M:214.491.2799
matt@hrmh2o.onmicrosoft.com

Website: www.hrmenv.com

follow us on Linked in.

From: Matt Farquhar
Sent: Wednesday, December 10, 2025 10:04 AM
To: Connor Hoelscher <connor@texaswaterandsoil.com>
Cc: Matt Farquhar <Matt@HRMH2O.onmicrosoft.com>
Subject: Big Spring, TX Updated Scope and Price (23_11_0287) 25-1373654

Connor

Please see updated pricing and revised scope of supply.

Updated scope for the Big Spring, TX project. This includes the bottom tray stack, top tray stack, influent header, and the four footplates that were damaged. **The updated price for this is $237,805**

Matt

Matt Farquhar
HRM Environmental LLC
Water and Waste Water Process Equipment
M:214.491.2799
matt@hrmh2o.onmicrosoft.com

Website: www.hrmenv.com

From: Gjendem, John <john.gjendem@oldcastle.com>
Sent: Wednesday, December 10, 2025 9:43 AM
To: Matt Farquhar <Matt@HRMH2O.onmicrosoft.com>; Jay Martin <Jay@HRMH2O.onmicrosoft.com>; Mike Bailey <mike@HRMH2O.onmicrosoft.com>
Cc: Herrick, Patrick <patrick.herrick@oldcastle.com>; Schweitzer, Lindsey <lindsey.schweitzer@oldcastle.com>; Lansdon, Ryan <ryan.lansdon@oldcastle.com>
Subject: Big Spring, TX Updated Scope and Price (23_11_0287) 25-1373654

Matt/Jay,

Please see attached updated scope for the Big Spring, TX project. This includes the bottom tray stack, top tray stack, influent header, and the four footplates that were damaged.

Thank you,

John Gjendem, PE
Hydro International – A CRH Company
Regional Sales Manager – Americas Wastewater
Direct Dial: (509) 294-1930
Teams: john.gjendem@oldcastle.com

2925 NE Aloclek Suite #140 • Hillsboro, OR 97124
Tel: (503) 615 8130 • hydro-int.com

Oldcastle Infrastructure, Inc. dba Hydro International Ltd. is certified to ISO 9001:2015 InterTek Certificate No: 0119128

From: Connor Hoelscher <connor@texaswaterandsoil.com>
Sent: Tuesday, December 2, 2025 6:20 AM
To: Gjendem, John <john.gjendem@oldcastle.com>; Ekstrom, Derek <derek.ekstrom@oldcastle.com>; Todd Neff <todd@texaswaterandsoil.com>
Cc: Matt Farquhar <matt@hrmh2o.onmicrosoft.com>; Murphy, Glenn <glenn.murphy@oldcastle.com>; DiPalmo, Joe <joe.dipalmo@oldcastle.com>; Herrick, Patrick <patrick.herrick@oldcastle.com>; Schweitzer, Lindsey <lindsey.schweitzer@oldcastle.com>
Subject: RE: Big Spring, TX HeadCell inspection service visit report

John,

We have a meeting with the city and the engineer on 12/15 to discuss this. Do you think you could get pricing back to us by Friday the 12th?

Thanks,

Connor Hoelscher
Construction Project Manager
Cell: (325) 656-9813

Texas Water & Soil Co. Inc.
2908 West FM 2105
San Angelo, TX 76901
(325) 658-8533

From: Gjendem, John <john.gjendem@oldcastle.com>
Sent: Tuesday, November 25, 2025 12:36 PM
To: Connor Hoelscher <connor@texaswaterandsoil.com>; Ekstrom, Derek <derek.ekstrom@oldcastle.com>; Todd Neff <todd@texaswaterandsoil.com>
Cc: Matt Farquhar <matt@hrmh2o.onmicrosoft.com>; Murphy, Glenn <glenn.murphy@oldcastle.com>; DiPalmo, Joe <joe.dipalmo@oldcastle.com>; Herrick, Patrick <patrick.herrick@oldcastle.com>; Schweitzer, Lindsey <lindsey.schweitzer@oldcastle.com>
Subject: RE: Big Spring, TX HeadCell inspection service visit report

Connor,

The pricing provided in August included the two tray stack cassettes and the influent duct with a price validity of 30-days. We did not anticipate the damage to the foot boards, which will require some additional cost. Based on conversations with Derek, I understand we are waiting for the influent duct to be removed before we determine the viability of the influent duct. Based on the extent of the damage done to the rest of the HeadCell and in an effort to save time, I am going to move forward with re-pricing, assuming the influent duct will need to be replaced. I will get pricing to you as soon as possible.

Thank you,

John Gjendem, PE
Hydro International – A CRH Company
Regional Sales Manager – Americas Wastewater
Direct Dial: (509) 294-1930
Teams: john.gjendem@oldcastle.com

2925 NE Aloclek Suite #140 • Hillsboro, OR 97124
Tel: (503) 615 8130 • hydro-int.com

Oldcastle Infrastructure, Inc. dba Hydro International Ltd. is certified to ISO 9001:2015 InterTek Certificate No: 0119128

From: Connor Hoelscher <connor@texaswaterandsoil.com>
Sent: Tuesday, November 25, 2025 7:49 AM
To: Ekstrom, Derek <derek.ekstrom@oldcastle.com>; Todd Neff <todd@texaswaterandsoil.com>
Cc: Matt Farquhar <matt@hrmh2o.onmicrosoft.com>; Murphy, Glenn <glenn.murphy@oldcastle.com>; Gjendem, John

<john.gjendem@oldcastle.com>; DiPalmo, Joe <joe.dipalmo@oldcastle.com>
Subject: RE: Big Spring, TX HeadCell inspection service visit report

Derek,
The engineer and city is requesting a quote to replace the parts/items necessary to have a fully functioning HeadCell unit. During the bid phase of this project, we were given the attached scope of work and quote for $236,700, but we are not sure what all is included in the replacement package. Can you please provide a quote for the items needed for this project?

Thank you,

Connor Hoelscher
Construction Project Manager
Cell: (325) 656-9813

Texas Water & Soil Co. Inc.
2908 West FM 2105
San Angelo, TX 76901
(325) 658-8533

From: Ekstrom, Derek <derek.ekstrom@oldcastle.com>
Sent: Friday, November 21, 2025 1:20 PM
To: Connor Hoelscher <connor@texaswaterandsoil.com>; Todd Neff <todd@texaswaterandsoil.com>; sword@mybigspring.com; ctidwell@mybigspring.com; matthew.weaver@freese.com
Cc: Matt Farquhar <matt@hrmh2o.onmicrosoft.com>; Murphy, Glenn <glenn.murphy@oldcastle.com>; Gjendem, John <john.gjendem@oldcastle.com>; DiPalmo, Joe <joe.dipalmo@oldcastle.com>
Subject: Big Spring, TX HeadCell inspection service visit report

All,

Please find attached my report from my visit this week to inspect the damaged HeadCell tray stack. I have included the pictures from the contractor in a separate attachment.
Please let us know if you have any questions or need anything else at this time.

Regards,

Derek Ekstrom
Field Service Technician – Americas Wastewater

Direct Dial: (816) 896-3705
Teams: Derek.Ekstrom@oldcastle.com

Hydro International
A CRH COMPANY

2925 NE Aloclek Suite #140 • Hillsboro, OR 97124
Tel: (866) 615 8130

December 8, 2025

To: **All Bidding Contractors**

RE: Big Spring WWTP Grit Removal System Improvements
Big Spring, TX
File #23_11_0287

Hydro International is pleased to present our quote for a HeadCell® Grit Removal Unit Replacement Package.

Comments

1. Hydro's requested Payment Terms are as follows:

Milestone	Incremental Payment	Cumulative Payment
Upon Fully Executed PO	40%	40%
Upon Delivery of Equipment to Site	60%	100%

2. Please see the exclusions detailed in the proposal below.

Equipment Summary

1. One (1) 12' 7 tray HeadCell® Grit Concentrator unit replacement package shall be supplied. The HeadCell® shall consist of a stack of nested trays. The trays shall be fabricated from UV stabilized LDPE and shall be supported by a 316 SS frame integral to the unit. All flow passages shall be self-cleaning and free of sharp projections or fittings that may snag stringy or fibrous materials. The HeadCell® trays shall be constructed with a minimum ¼ inch material pans and sidewalls. The Tray Supports shall be fabricated to provide a means to independently support each tray and transfer the weight of each tray to the support structure frame. The HeadCell Replacement package shall consist of one (1) Bottom Tray Stack, (1) Top Tray Stack, and one (1) inlet flow distribution header, all fabricated in 316 SS. Additionally, four (4) replacement foot plates shall be provided for the tray stacks to mount to. The HeadCell® will securely fit into the existing support structure frame containing the screened raw wastewater inlet connection, necessary hardware, and connections. The existing HeadCell® Top and Bottom Locating Bases (currently encased in grout) shall be reused to complete the HeadCell replacement. Additionally, the existing underflow collector shall remain in place.

Start-up

One (1) factory trained representative, two (2) trips, for existing equipment condition assessment, start-up and instruction services as required totaling five (5) days.

Exclusions

Any item(s) not specifically described above are excluded and are not to be supplied by Hydro International including but not limited to the following:

- Field assembly, erection and installation
- Work to modify existing unit for installation
- Anchor Bolts
- Interconnecting piping and valving not expressly stated above
- Pipe connections and fittings not expressly stated above
- All pipe supports, hangers and braces
- Controls, switches, control panels and instrumentation of any kind not expressly stated above
- Wiring and conduit
- Grit pump(s) and associated piping, valving, gauges, sensors
- Field or touch-up paint, painting, blasting and touch-up of surface finish

- Spare parts not specifically stated above
- Unloading, hauling and storage charge
- Lubricating oil and greases
- Grit study, field performance testing, laboratory testing and sample collection and analysis
- All concrete and grouting work
- Insulation and heat tracing of any kind, including controls/powering
- Structural / Seismic analysis
- Bonds of any kind (Performance, Payment, Warranty, Efficacy and/or Supply Bond)
- Grit dumpsters
- Translation Services
- Washing / Dewatering equipment
- Access platforms, ladders, stairs, walkways, railing, hatches
- Equipment covers/grating
- AI&S, BABA or other similar procurement requirement
- HeadCell® Top & Bottom Locating Bases
- HeadCell® Underflow Collector
- Valves, Gauges, and Flowmeters

Insurance Limitations

- Commercial General Liability is limited to $2,000,000 each occurrence
- Automobile combined single limit of $2,000,000 each occurrence
- Worker's Compensation is limited to $1,000,000 each accident

Warranty

Hydro International's Standard Warranty shall apply per the Terms and Conditions of Sale.

Delivery

Please allow up to 8 weeks after receipt of purchase order for approval drawings. Shipment is typically a maximum of 18-20 weeks after approved drawings. In current market conditions, these times may require adjustment. Price includes truck freight to jobsite, but does not include any international, state or local taxes if required. Timelines are based on typical workloads and with current market conditions they are taking longer. The grit removal system shall be delivered to site fully fabricated, subject to size, packaging and transportation constraints. The General Contractor must inspect equipment prior to unloading and notify Hydro International of any damage to equipment within 5 days to effect proper remedial action. Failure to notify Hydro International of damage to equipment prior to unloading will void all warranties pertaining to subject equipment.

Terms & Conditions

Hydro International payment terms are detailed in the attached terms and conditions. Price includes truck freight to jobsite and does not include any state or local taxes if required. The prices quoted are budgetary and have a validity of 30 days from the date at the top of this scope. If not purchased within 30 days, Hydro reserves the right to update pricing prior to issuance of a Purchase Order. For any delays in delivery which are beyond Hydro International's responsibility, a finance charge of 1.5% of the contract value per month will be due and payable to Hydro.

Purchase Order

Please make purchase orders to:

Hydro International
Attn: Lindsey Schweitzer
2925 NE Aloclek Drive, Suite 140
Hillsboro, OR 97124
Lindsey.Schweitzer@oldcastle.com

Local Representative

Plant Representative:
Mr. Jay Martin
HRM Environmental
3825 Hillwood Way
Bedford, TX 76021
(817) 571-9494
jay@hrmh2o.onmicrosoft.com

If you have any questions or concerns, do not hesitate to contact me.

Regards,
Hydro International

Ryan Lansdon
Applications Engineer

Standard Terms and Conditions of Sale

1. **DEFINITIONS.** “Hydro” is Hydro International with an address of 2925 NE Aloclek Drive #140 in Hillsboro, Oregon. "Buyer" is the party purchasing the goods from Hydro.

2. **ENTIRE AGREEMENT**. Hydro’s agreement is based on these terms and conditions of sale. This document, together with any additional writings signed by Hydro, represents a final, complete, and exclusive statement of the agreement between the parties and may not be modified, supplemented, explained, or waived by parol evidence, Buyer’s purchase order, any course of dealing, Buyer’s payment or acceptance, or in any other way except in writing signed by Hydro through its authorized representative. These terms and conditions are intended to cover all activity of Hydro and Buyer hereunder, including sales and use of products, parts, and work, and all related matters (references to products include parts and references to work include construction and installation). Hydro’s obligations hereunder are expressly conditioned on Buyer’s assent to these terms and conditions. Hydro objects to any terms that are different from, or additional to, these terms and conditions. Any applicable detail drawings and specifications are hereby incorporated and made a part of these Terms and Conditions of Sale insofar as they apply to the material supplied hereunder.

3. **SPECIFICATIONS.** Products are supplied in accordance with information received by Hydro, or its duly authorized agent, from Buyer. Hydro shall have no responsibility for products created or sold based upon inaccurate and/or incomplete information supplied to it. Buyer shall ensure that Hydro receives all relevant information in time to enable it to supply the appropriate products.

4. **INSTALLATION AND APPLICATION OF PRODUCTS.** Products supplied hereunder shall be installed and used only in the application for which they were specifically designed. Buyer should not presume that any products supplied by Hydro may be utilized for any applications other than those specified; nor shall Hydro’s obligations, including, without limitation, any warranty obligations, survive Buyer’s transfer of products supplied hereunder to third parties unless the products are transferred with Hydro’s consent. In addition, Buyer shall not use any product supplied hereunder at any location other than at the location for which Hydro has previously received notice from Buyer. Any breach of any of the foregoing restrictions may amount to an infringement of the patent for the products in question and will in any event void all express or implied warranties relating to the products supplied hereunder.

5. **PURCHASE PRICE AND PAYMENT TERMS.** All prices are in U.S. dollars and all payments shall be made in U.S. dollars. Payment terms are as follows:

	Incremental Payment	Cumulative Payment
Upon Fully Executed PO	40%	40%
Upon Delivery of Equipment to Site	60%	100%

If payments are not made in conformance with the terms stated herein, any unpaid balance shall be subject to interest at a rate 1½% per month, but not to exceed the maximum amount permitted by law. If shipment is delayed by Buyer, the previously agreed date of readiness for shipment shall be deemed to be the date of shipment for payment purposes. If manufacture is delayed by Buyer, a payment shall be made based on purchase price and percentage of completion, with the balance payable in accordance with the terms as stated. If at any time in Hydro's judgment Buyer may be or may become unable or unwilling to meet the terms specified, Hydro may require satisfactory assurance or full or partial payment as a condition to commencing, or continuing manufacture, or in advance of shipment.

Until payment in full has been received by Hydro, this Standard Terms and Conditions of Sale shall constitute a security agreement and Buyer hereby grants Hydro a purchase money security interest in and to the products produced by Hydro hereunder, and any products or proceeds thereof. In particular:

a. Hydro will retain an express purchase money security interest in and to the products and all proceeds thereof.

b. Until full payment for the products is received by Hydro, Hydro reserves the right to retake possession of the products at any time and for this purpose Buyer authorizes Hydro or its duly authorized agent to enter upon land or premises where it believes the product may be.

c. Proceeds of any disposal of the products shall be held in trust for Hydro pursuant to the terms of the Maine Uniform Commercial Code.

d. Buyer grants Hydro a power of attorney for the purpose of filing a UCC-1 financing statement in the name of Buyer to evidence Hydro’s security interest in the products.

6. **BACKCHARGES.** In the event that Buyer is required to make repairs, corrections or modifications to the goods supplied by Hydro, it shall only do so upon written approval from Hydro. Backcharges shall be limited to the costs directly associated in making the repairs, corrections or modifications to the goods supplied by Hydro. The costs of such backcharges shall be subject to approval by Hydro and shall be limited to: (1) directly related labor and material costs, (2) directly related equipment and tool rental at prevailing rates in the project location and (3) Buyer's overhead & supervision costs to make repairs, corrections or modifications to the goods supplied by Hydro. Buyer shall submit complete documentation to Hydro's satisfaction including but not limited to labor time sheets, material lists, and rental fees detailing the nature of the back charges. Backcharges shall be in the form of an adjustment to the contract price or reduction in retained payments and not a direct payment. No incidental or consequential backcharges shall be allowed.

7. **DELIVERY.** The goods are sold DDP (Incoterms 2020) jobsite, freight prepaid to Buyer at job site. Except as outlined in Paragraph 8 below, the risk of loss passes to Buyer after Hydro delivers the goods to the jobsite. Hydro reserves the right to select the method of shipment and carrier. Delivery dates are approximate only and are not a guarantee of delivery on a particular day. Hydro is not liable for failure or delays in deliveries of any cause whatsoever beyond the control of Hydro.

8. **TITLE & INSURANCE:** Title to the product(s) and risk of loss or damage shall pass to Buyer upon delivery to a carrier as outlined in Paragraph 7 above, or, in the event Buyer delays shipment, by the previously agreed date of readiness for shipment, except that a security interest in the product(s) or any replacement shall remain in Hydro's name, regardless of the mode of attachment to realty or other property, until the full price has been paid in cash. Buyer agrees to protect Hydro's interest by adequately insuring the product(s) against loss or damage from any external cause with Hydro named as insured or co-insured.

9. **ERECTION:** Unless otherwise stated in writing, the goods provided hereunder shall be assembled and erected by and at the expense of Buyer.

10. **CANCELLATION & BREACH:** Orders placed cannot be canceled, nor shipments of goods made up, or in process, be deferred beyond the original shipment dates specified, except with Hydro's written consent and upon terms which shall indemnify Hydro against all loss. In the event of cancellation or the substantial breach of Buyer's obligations, as by failing to make any of the payments when due, the parties agree that Hydro will suffer a serious and substantial damage that will be difficult, if not impossible, to measure, both as of the time of entering into this purchase agreement and as of the time of such cancellation or breach. Therefore, the parties agree that, upon such cancellation or breach, Buyer shall pay to Hydro the sums set forth herein below, which sums the parties do hereby agree shall constitute agreed and liquidated damages in such event:

    a. If cancellation or breach shall occur after the acceptance of the purchase order but prior to mailing of submittal documents by Hydro to Buyer, liquidated damages shall be 10% of the selling price.

    b. If cancellation or breach shall occur within thirty (30) days from the mailing of submittal documents by Hydro to Buyer, the liquidated damages shall be 20% of the selling price.

    c. If the cancellation or breach occurs after thirty (30) days from the mailing of submittal documents by Hydro to Buyer, but prior to notification that the order is ready for shipment, the liquidated damages shall be the total of 30% of the selling price plus the expenses incurred, cost of material, and reasonable value of the work expended to fill the order involved herein by Hydro's engineers and other employees, agents and representatives after the mailing of general arrangement drawings by Hydro to Buyer, said sums to be determined at the sole reasonable discretion of Hydro; provided, however, that the total liquidated damages under this provision shall not exceed the total selling price.

    d. If cancellation or breach shall occur after Hydro has notified Buyer that the order is ready for shipment, then the liquidated damages shall be the total selling price, less costs associated with startup or field testing.

11. **MATERIALS OF CONSTRUCTION, PAINTS AND COATINGS**: Buyer is responsible for determining the suitability of, and for giving final approval of, the materials of construction, paints, coatings, etc. to be used by Hydro.

12. **WARRANTY:** Any product that proves defective in material, workmanship or design within twelve (12) months after delivery (or entry into storage) will be, at the discretion of HYDRO, modified, repaired or replaced, or Buyer's payment for the products will be refunded. This shall be Buyer's sole remedy. HYDRO EXPRESSLY EXCLUDES AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES, EXPRESS OR IMPLIED.

    This warranty does not cover any defects or costs caused by: (1) normal wear and tear of equipment from designed operation. (2) modification, alteration, repair or service of the goods by anyone other than Hydro; (3) physical abuse to, or misuse of, the goods, or operation thereof in a manner contrary to Hydro's instructions; (4) any use of the goods other than that for which they were intended; (5) chemicals or components which were not disclosed to Hydro; (6) storage contrary to Hydro's instructions; or (7) failure to maintain the goods in accordance with Hydro's instructions.

    This warranty does not apply to component parts of the goods that were not both originally designed and manufactured by Hydro, including, but not limited to, valves and controls. These component parts do not carry any warranties by Hydro, and only carry the warranties, if any, of their manufacturers.

In order for Buyer to make a claim under this warranty, Buyer must promptly, and within the warranty period, notify Hydro in writing of any defect(s) in the goods covered by this warranty. If any defect(s) in the goods covered by this warranty are visible at the time of delivery, Buyer must notify Hydro of the defect(s) in writing within five working days. To make any claim under this warranty, Buyer must also fully comply with written authorization and return instructions from Hydro.

13. **FIELD SERVICE:** Startup/Field Service will only be scheduled upon written request. Buyer shall notify Hydro of schedule requirements at least ten (10) working days in advance, or additional charges may be added to cover late-scheduled travel costs. Additional costs will be limited to those arising out of late-scheduled costs. Should Buyer have outstanding balances due Hydro, no startup / field service will be scheduled until such payments are received by Hydro. Hydro will send documents to Buyer defining the service or startup requirements. Buyer assumes all responsibility for the readiness of the system when it requests startup service. Should Hydro's Field Service Engineer arrive at the jobsite and determine that the system cannot be started up within a reasonable time, Hydro shall have the option to bring the Field Service Engineer home and bill Buyer for time, travel and living expenses. Additional field service is available from Hydro at the prevailing per-diem rate at the time of the request for service plus all travel and living expenses, portal-to-portal. A purchase order or change order will be required prior to scheduling this additional service.

14. **LIMITATION OF HYDRO'S LIABILITY.** Hydro assumes no liability or responsibility for the misuse of its products by Buyer, Buyer's employees, agents or assigns, or other use inconsistent with the use appropriate to the performance specification requirements submitted to Hydro, and Buyer agrees to indemnify and hold harmless Hydro for any loss, costs, expense or liability that it may incur or be put to as a result of misuse or inconsistent use of the products. In addition, Hydro shall have no liability to Buyer for any consequential or incidental damages incurred by Buyer in connection with the contract documents or the products purchased by Buyer. Hydro shall not be liable for any loss which results from delay in delivery caused by any reason beyond its control, including, but not limited to, acts of God, casualty, civil disturbance, labor disputes, strikes, transportation or inability to obtain materials or services, any interruption of its facilities, or act of any governmental authority. The total liability of Hydro to Buyer in the form of liquidated damages for any loss, indemnity, damage or delay of any kind will not under any circumstances exceed 25% of the Contract Sum.

15. **DELAYS AND EXTENSIONS OF TIME**. In the event of any delay in delivery caused by any reason beyond Hydro's control, including, but not limited to, acts of God, casualty, civil disturbance, labor disputes, strikes, pandemics, transportation or inability to obtain materials or services, including related to supply chain disruptions, any interruption of its facilities, or act of any governmental authority, the time for delivery shall be automatically extended during the continuance of such conditions.

16. **INTELLECTUAL PROPERTY**. Hydro shall retain sole ownership of all of its intellectual property used or produced in connection with the Project, including but not limited to all drawings, specifications, software, written materials, manuals, marks, business methods, and all other property that is capable of protection by a patent, copyright or trademark (whether or not such protection has actually been sought). Buyer shall not use such intellectual property except for the purpose of confirming the quality of design and/or manufacturing of the products and services set forth in the Proposal. Buyer shall not photocopy, duplicate or in any way copy such intellectual property except for the Buyer's internal purposes only (but not for rendering services or selling products to third persons). Buyer shall not sell, license, assign or transfer the intellectual property protected by this paragraph to anyone. Buyer shall ensure that Owner is in possession of valid licenses for all third-party software (not provided by Hydro) used for the Project, and shall indemnify and hold harmless Hydro against all claims by licensors of such software. Hydro makes no warranty regarding the effect of such third-party software on the performance of the software to be developed by Hydro for the Project and Hydro shall be released from any warranties given to Buyer to the extent that such software causes or contributes to problems. Following acceptance and final payment to Hydro, Hydro will grant to the Owner a non-transferable, non-exclusive license to use the software for the Owner's internal purposes only in the form of the license agreement attached as Exhibit A.

17. **TAXES.** Prices stated herein do not include any tax, excise, duty or levy now or hereafter enacted or imposed, by any governmental authority on the manufacture, sale, delivery and/or use of any item delivered. An additional charge will be made therefore and paid by Buyer unless Hydro is furnished with a proper exemption certificate relieving Hydro of paying or collecting the tax, excise, duty or levy in question.

18. **INTERPRETATION OF CONTRACT.** This contract shall be construed according to the laws of the State of Maine.

19. **CHOICE OF FORUM**. Buyer and Hydro hereby consent and agree that the United States District Court for the District of Maine or the District Court or Superior Court located in the City of Portland, County of Cumberland, Maine will have exclusive jurisdiction over any legal action or proceeding arising out of or relating to the contract documents, and each party consents to the personal jurisdiction of such Courts for the purpose of any such action or proceeding. Buyer and Hydro further hereby consent and agree that the exclusive venue for any legal action or proceeding arising out of or relating to the contract documents will be in the County of Cumberland, Maine. Each party hereby waives all rights it has or which may hereafter arise to contest such exclusive jurisdiction and venue.

20. **ATTORNEYS' FEES.** If any judicial or non-judicial proceeding is initiated for the purpose of enforcing a provision of this contract, the prevailing party shall be awarded reasonable attorneys' fees in addition to all other costs associated with the proceeding, whether or not the proceeding advances to judgment.

21. **SEVERABILITY.** If any provisions of this contract are held invalid by a court of competent jurisdiction, the remainder of this contract shall not be rendered invalid, and such invalid provisions shall be modified, in keeping with the letter and spirit of this contract, to the extent permitted by applicable law so as to be rendered valid.

22. **ANTI-BRIBERY.** Hydro International will not engage in any form of bribery or corruption. The offering, giving or receiving of bribes is contrary to Hydro International's values and can play no part in the way in which it carries out its business. Hydro requires you to support our approach and implement provisions consistent with our policy through your own organization and your supply chain. Please find a copy of our Anti-Bribery and Corruption Policy on our website at: https://hydro-int.com/sites/default/files/hydro-international-anti-bribery-and-corruption-policy-february-2022.pdf

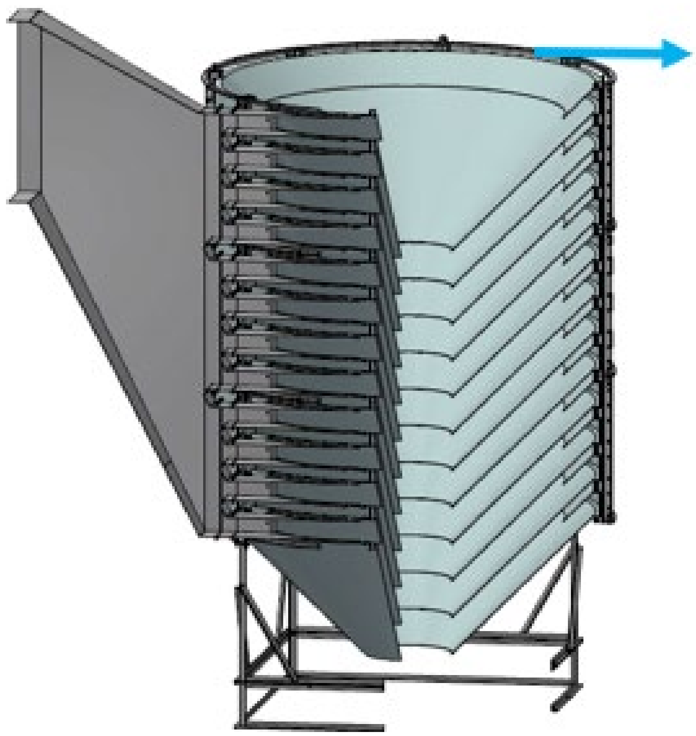
Texas Water and Soil Company LLC.
CHANGE ORDER PROPOSAL

	DATE: **21 January 2026**
Project: Big Spring WWTP Grit Removal	**Contractor Project #:** 25-4
Owner: City of Big Spring	**Owner Project #:** BSP23542A
Engineer: Freese & Nichols	**Engineer Project #:** BSP23542A
Change Proposal Description: Furnish & Install New Sand Shark	**Change Proposal #:** 2

Item	Description	Qty	UOM	Unit Price	Cost	Revisions/Comments
	PRIME CONTRACTOR'S WORK EXCLUDING MARKUPS					
1.	Newman Regency / HydroDyne	1	LS	$ 160,000.00	$ 160,000.00	
2.					$ -	
3.					$ -	
4.					$ -	
5.					$ -	
6.					$ -	
7.					$ -	
8.					$ -	
9.					$ -	
10.					$ -	
11.					$ -	
12.					$ -	
13.					$ -	
14.					$ -	
15.	**PRIME CONTRACTOR SUBTOTAL**				**$ 160,000.00**	
	SUBCONTRACTOR NAMES & TOTALS EXCLUDING PRIME MARKUPS					
Item	Description	Qty	UOM	Unit Price	Cost	Revisions/Comments
16.					$ -	
17.					$ -	
18.					$ -	
19.					$ -	
20.					$ -	
21.					$ -	
22.					$ -	
23.	**SUBCONTRACTORS' SUBTOTAL**				**$ -**	
	PRIME CONTRACTOR MARKUPS					Revisions/Comments
24.	Prime Contractor's Work (from line 15)			$ 160,000.00		
25.	Overhead & Profit (Prime Contractor's Work)	15%		$ 24,000.00		
26.	Subcontractor's Work (from line 23)			$ -		
27.	Overhead & Profit (Subcontractor's Work)	5%		$ -		
28.	SUBTOTAL (add lines 24-27)				$ 184,000.00	
29.	Bonds & Insurance	3%		$ 5,520.00		
30.	SUBTOTAL (add lines 28-29)				$ 189,520.00	
31.	**TOTAL ADDITIONS SUBTOTAL**				**$ 189,520.00**	
	PRIME CONTRACTOR DEDUCTS					
Item	Description	Qty	UOM	Unit Price	Cost	Revisions/Comments
32.					$ -	
33.					$ -	
34.					$ -	
35.					$ -	
36.					$ -	
37.	**TOTAL DEDUCTIONS SUBTOTAL**				**$ -**	
38.	**TOTAL COST**				**$ 189,520.00**	
	CONTRACT TIME MODIFICATIONS					Revisions/Comments
39.	Notice to Proceed				10/17/2025	
40.	Original Contract Time	420	Cal Days			
41.	Original Contract Completion Date				12/11/2026	
42.	Previous Contract Time Modifications	0	Cal Days			
43.	Current Contract Completion Date				12/11/2026	
44.	Proposed Time Extension	28	Cal Days			Schedule Attached if >0 days
45.	**PROPOSED CONTRACT COMPLETION DATE**				**1/8/2027**	

Signature & Title of Preparer: Connor Hoelscher, Project Manager

SAND SHARK
HIGH PERFORMANCE GRIT REMOVAL
PROPOSAL FOR
BIG SPRINGS, TX
DECEMBER 17, 2025



MANUFACTURED BY

HYDRO DYNE ENGINEERING
DESIGNED TO PROTECT. BUILT TO PERFORM.™

4750 118th Avenue North • Clearwater, Florida 33762
Phone: 813-818-0777 • Fax: 813-818-0770
Email: info@hydro-dyne.com

Sand Shark Circular Stacked Tray High Performance Grit Removal Proposal Package Index

1) Scope of Work

2) Recommended Technical Specifications:

    a. Peak Flow: 11.4 MGD
    b. Avg Flow: 3.8 MGD
    c. Removal: 95% of 75 Micron at Avg Flow
    d. Tray Material: Polyethylene
    e. Support Material: 304 Stainless Steel
    f. Number of Trays: 7
    g. Grit Pump: Not in scope
    h. Grit Pump Power: NA
    i. Grit Pump Flow: NA
    j. Grit Pump Pressure: NA
    k. Grit Cyclone: Not in scope
    l. Grit Classifier – Not in scope

3) Sizing Summary

4) Drawings:
    a. Grit Tank: Plan and section views of design

5) Brochures

HYDRO DYNE
ENGINEERING
DESIGNED TO PROTECT. BUILT TO PERFORM.™

Tel: 813-818-0777   Fax:813-818-0770

Represented Locally By:
Newman Regency
Attn: Ed Keenan
Number- 915-328-3055

December 17th, 2025

To: Freeze & Nickols
Attention: Gennady Boksiner / gb@freese.com

Ref: City of Big Springs, TX
Bid Date: Q1 2026

Hydro-Dyne Engineering Scope of Work 6065

Hydro-Dyne Engineering is pleased to offer this budget scope of work for the equipment detailed below and the attached Hydro-Dyne Engineering Terms and Conditions.

Hydro-Dyne Specification Section	Description	Quantity
2.2	HP Grit Collector	1
2.3	Grit Pump	0
2.4	Cyclone	0
2.5	HP Grit Classifier	0
2.6	Accessories Package	0
2.7	Main Control Panel and Ancillary Components	0
	Price:	$160,000

FREIGHT
F.O.B shipment point with freight costs included.

NOT INCLUDED
This scope of work is limited to the specification section(s) and addendum(s) referenced above. Any other documents are not included. Concrete work, installation, plumbing, wiring connections, valves, strainers, level sensor mounts, liquidated damages, engineering certifications or seals, seismic/wind calculations and related PE stamps, and anything else not specifically detailed as included by the manufacturer in the specification above will be construed as NOT INCLUDED, whether or not inclusion is specifically acknowledged.
This scope of work does not include supply of any type of bond unless specifically itemized in the table above. This scope of work does not include design to, or PE sealed seismic/wind calculations. This can be provided for an additional price upon request.

COMPLIANCE WITH BIPARTISAN INFASTRUCTURE LAW (BIL Public Law 117-58) and BUILD AMERICA, BUY AMERICA ACT (BABA)

Equipment supplied in this Scope of Work will comply with the Bipartisan Infrastructure Law's (BIL) Build America, Buy America (BABA) requirements for manufactured products. As defined in the Law, this means:

(i) the manufactured product was manufactured in the United States, and

(ii) the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

VALIDITY

Price quoted is firm provided:

1. Written acceptance is received at the factory within ninety (90) calendar days of the date of this offering.
2. Purchaser agrees to timely review and approval of submittals. The Purchaser is permitted a maximum of thirty (30) calendar days for the review and return of initial submittals, and fourteen (14) calendar days for the review and return of any resubmittal. Purchaser is allowed no more than one (1) resubmittal. Any delays in the review and approval process or any resubmittals exceeding this limit may result in a price escalation, not to exceed 1.5% per calendar month of the total purchase price. Hydro-Dyne Engineering reserves the right to impose not only additional costs, but such delays may also affect the overall project timeline.
3. Purchaser agrees to accept shipment 20 to 26 weeks from date of receipt of approved drawings and authorization to proceed with manufacture. Purchaser is allowed not more than 45 calendar days for review and return of submittals for approval.. Shipments delayed by the purchaser or his agents will be escalated at a rate of 1-1/2% per calendar month, compounded, of the value of the unshipped portion.

TAXES

Applicable sales or use taxes, fees, permits, and licenses are not included.

COMMISSIONING SERVICE & CUSTOMER TRAINING

- This service will not exceed one (1) trips and one (1) eight-hour working days.
- Each additional trip will be figured at $2,000 and each additional day onsite will be figured at $1,200. It is agreed and understood that all necessary utilities such as water, electric, air, etc. be connected and functional prior to the arrival of our servicemen.
- A complete job of checking, adjusting, etc. of the equipment and installation cannot be accomplished unless the plant is ready to operate at the time this service is to be performed.
- Our servicemen are non-union technicians and any extra cost for other assisting personnel as required by local union regulations is not included in this proposal.
- Advance notification of at least fifteen (15) working days prior to the date start-up service is required.

WARRANTY

The equipment and all appurtenances including, but not limited to: frame, supports, covers, and mechanisms manufactured by Hydro-Dyne Engineering are warranted for a period of 12 months against defects in materials and workmanship, starting upon beneficial use or 90 days after delivery, whichever occurs first. The Warranty covers repair or replacement of the defective components but does not include labor to remove and install equipment or parts, or shipping and freight charges to and from the purchaser's job site. The Warranty shall also not apply to any parts, equipment, accessories or components that were either manufactured or were designed by any person or entity other than Hydro-

Dyne Engineering itself. Hydro-Dyne will provide any pass-through warranty that is permitted to pass-through to Purchaser in connection with the portions of the Products that are not Warranted Parts.

STANDARD PAYMENT TERMS AS QUOTED

25% upon receipt of approved shop drawings due before release for manufacture
25% upon completion for testing due before shipment
45% due 30 calendar days upon delivery
5% due upon completion of startup and approval of O&M manuals NOT to exceed 60 calendar days from date of delivery.

- Past due balances will be subject to a service charge of 1-1/2% per month on the unpaid balance and services, including shipping and startup, will not be scheduled until account is current.

CLARIFICATIONS TO THE SPECIFICATIONS

1. A collector base ring shall be custom designed for the stacked tray unit to affix to existing stainless steel that is encased in grout.
2. This proposal considers the stainless steel encased in grout is in good condition for a welded connection. HDE recommends removing grout around each existing anchor point to check anchor condition. Enough grout will need to be removed for welder access around the connection point. The system shall be designed for site installation, including welding to existing grouted anchors. Anchor welding is not in the scope of this proposal and shall be provided by others.
3. This scope of work does not include a fluidizing ring. The existing system is planned to be utilized that is grouted in place.

Hydro-Dyne's pricing is valid up to 3/15/25. If a purchase order is issued after this period, then Hydro-Dyne may escalate pricing.

For additional information, please contact our local representative listed above or me personally.

Sincerely,
Brandon Leeth
Regional Sales Manager

Tim Matheis
Business developer

Hydro-Dyne Engineering, Inc.

Hydro-Dyne Engineering Inc.
Terms & Conditions

1. ENTIRE AGREEMENT. This Agreement constitutes the complete agreement and understanding between Hydro-Dyne Engineering Inc. ("Seller") and the purchase order issuer ("Purchaser") with respect to the subject matter hereof and supersedes all prior solicitations, agreements, understandings and representations between the parties. This Agreement consists of these Terms and Conditions, Seller's Scope of Work (the "SOW"), and Owner's specifications (the "Owner Specs"). The SOW references the Owner Specs and provides clarifications and modifications to the Owner Specifications. If there is any conflict between the Owner Specifications and the SOW, the SOW shall control. Prior dealings, usage of the trade, and course of performance shall not be used to determine the meaning of this Agreement. Any terms and conditions included in Purchaser's acceptance/purchase order that are in addition to or different from this Agreement shall have no force and effect and shall not be deemed to be part of this Agreement, except that the purchase price for the "Products" (as defined below) set forth in Purchaser's acceptance/purchase order shall be deemed to be part of this Agreement unless Seller objects to the purchase price (and if Seller objects, a revised purchase price for the Products shall be mutually agreed between the parties and then listed in a revised acceptance/purchase order from Purchaser). Any agreement between the final equipment owner ("Owner") and Purchaser (the "Prime Contract") shall not be deemed to be part of this Agreement, Seller is not a party to the Prime Contract, and Seller is not required to comply with the Prime Contract.

2. DELIVERY. The SOW sets forth the delivery point(s) and delivery terms for delivery of the products expressly set forth in the SOW to be delivered to Purchaser under this Agreement (the "Products"). Seller shall not be liable to Purchaser or in breach of this Agreement if delivery does not occur by the dates set forth in the SOW as such dates are estimated delivery dates. If any delivery is or may be delayed by reason of Force Majeure (as defined in Section 10), Seller may at its option tender delivery to Purchaser at any point of manufacture and such shall constitute delivery for all purposes under this Agreement. If Purchaser fails to accept delivery when made by Seller, Purchaser shall promptly reimburse Seller for all costs associated with such failure, including costs of storage of the Products, regardless of whether some or all of the storage occurs at Seller's facilities, and the storage location(s) shall be deemed to be the delivery point(s). If shipment is postponed at the request of Purchaser, as a result of delay in receipt of shipping instructions, or due to any other cause or reason other than the negligence or willful misconduct of Seller, payment of the purchase price for the Products by Purchaser shall be due on notice from Seller that the Products are ready for shipment, and the delivery point will then be the current location of the Products. Handling, moving, storage, insurance and other charges thereafter incurred by Seller with respect to the Products shall be for the account of Purchaser. Risk of loss shall pass to Purchaser at the delivery point.

3. TITLE. Seller shall retain all right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to Seller. Without limiting the foregoing, until Purchaser pays Seller the full purchase price for the Products, Purchaser grants to Seller a purchase money security interest in the Products. Purchaser authorizes Seller to file, with or without Purchaser's signature, and Purchaser will cooperate fully with Seller regarding, any documents needed to perfect a security interest with the appropriate jurisdiction(s). The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass Seller's interests until said drafts, notes and/or trade acceptances are paid in full.

4. PAYMENTS. The payment terms for the Products are set forth in the SOW, the purchase price for the Products shall be set forth in the manner described in Section 1 above, and other amounts owed for or relating to the Products (e.g., Taxes/Surcharges, as defined below) are set forth in these Terms and Conditions. Seller may at its option ship the Products in stages and if it does so Purchaser shall pay

Seller on a pro rata basis, as shipped, for the amounts then owed. If Purchaser fails to make a payment under or relating to this Agreement by the due date, interest at a rate of the lesser of the maximum rate allowed by law, and one and one half percent (1.5%) per month, calculated daily, shall apply from the due date for payment. Purchaser shall promptly pay Seller's attorneys' fees and all other expenses of Seller incurred in seeking to collect past-due amounts owed under or relating to this Agreement. The purchase price does not include any federal, state, local, or provincial sales, use, value-added, excises, or other taxes or any surcharges, or import fees or duties (collectively, "Taxes/Surcharges"). Seller shall list Taxes/Surcharges separately on each invoice, and Purchaser is responsible for paying all Taxes/Surcharges to Seller. Purchaser shall pay to Seller any amounts owed under this Agreement when due and Purchaser shall not be entitled to setoff or apply against any money due or claimed to be due from Seller to Purchaser on account of any other agreement, transaction or claim unless Seller agrees in writing to be responsible and liable on each such occasion.

5. WARRANTY.

a. Solely for the benefit of Purchaser, Seller warrants that the portion of the Products that are both designed and manufactured by Seller (the "Warranted Parts) shall be free from defects in material and workmanship for the "Warranty Period", which (a) shall begin on the "Warranty Period Commencement Date". The Warranty Period Commencement Date shall be the earlier of (1) ninety (90) days from the date of delivery of the Warranted Parts, and (2) the date the Products are beneficially occupied by the Seller. The Warranty Period Length shall be documented by the SOW. Notwithstanding the foregoing, if the Warranted Parts are delivered in stages, then the Warranty Period described above shall apply on a per stage basis.

b. If any of the Warranted Parts fail to comply with the Warranty during the Warranty Period, Purchaser notifies Seller of such failure during the Warranty Period (and no later than five (5) days after Purchaser discovers the non-compliance), Purchaser is at the applicable time in full compliance with this Agreement, and none of the exclusions set forth in Section 5(c) apply, Seller shall repair or replace, at its option, free of charge to Purchaser (other than that of labor to remove and install equipment or parts, shipping and freight charges), at Seller's location or other location that Seller designates, any Warranted Part, or the relevant portion thereof, that examination by Seller establishes has failed under normal use and service operation (according to the guidelines of the applicable Operation and Maintenance Manual) by Purchaser within the Warranty Period; provided, that if it would be impracticable for the Warranted Part or relevant portion thereof to be returned to Seller as determined by Seller, Seller will visit Purchaser's job site to inspect the Warranted Part; however, if it is determined by Seller after inspection that Seller is not responsible under the Warranty, Purchaser shall pay seller published travel and other costs of Seller with respect to the site visit detailed in the SOW. Warranted Parts repaired or replaced under the terms of this warranty remain warranted under the original warranty period only. Proof of maintenance logs as dictated in the applicable Operation and Maintenance Manual will be required by the seller from the owner.

c. In addition to any other limitation or disclaimer with respect to the Warranty, the Warranty shall not apply if any defect in material or workmanship in the Warranted Part is caused in whole or in part by any acts or omissions of Purchaser or any other person or entity other than Seller (e.g. negligence acts, willful misconduct, or alterations to the Warranted Parts, by any person or entity other than Seller, failure to operate or maintain equipment under normal operating conditions in accordance with applicable Operation and Maintenance Manual(s), compromising equipment protection via controls changes), or any event (e.g., an accident during transit) or condition (e.g. decomposition of Warranted Parts by chemical action, erosion or corrosion or wear to Warranted Parts or due to conditions of temperature, moisture and dirt), beyond the reasonable control of Seller, including any Force Majeure event. The Warranty shall also not apply to any Products that are not Warranted Parts (e.g., parts, equipment, accessories or components that were either manufactured or were designed by any person or entity other than Seller itself), but if there is any pass-through warranty that Seller is permitted to pass-through to Purchaser in connection with the portions of the Products that are not Warranted Parts, Seller shall do so.

d. THE PARTIES AGREE THAT OTHER THAN THE WARRANTY SET FORTH IN SECTION 5(a) WITH RESPECT TO THE WARRANTED PARTS ONLY, ALL OTHER WARRANTIES (WITH RESPECT TO THE PRODUCTS OR OTHERWISE RELATING TO THIS AGREEMENT), EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED BY SELLER TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

6. DRAWINGS AND TECHNICAL DOCUMENTATION. The seller requires approval of the Drawings before Seller begins manufacturing the Products, shipment may be delayed if the Drawings are not returned to Seller within forty-five (45) days of receipt by Purchaser of the Drawings for approval. Seller will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for Seller's equipment (in English language). Seller will supply a maximum of three (3) complete sets of drawings and operating instructions. Additional sets will be paid for by Purchaser. Electronic files, if requested from Seller, will be provided in *pdf, jpg or tif* format only.

7. INDEMNITY. Purchaser shall defend, hold harmless, and indemnify Seller and its affiliates, and each of their employees, officers, directors, representatives, contractors and agents (individually and collectively, "Indemnitees"), against all damages, costs, liability, losses, and expenses, including reasonable attorneys' fees, incurred by any Indemnitees in connection with any claim, action, demand, suit, or proceeding (individually and collectively "Claims"), arising out of, or relating to, the negligent acts or omissions of Purchaser , willful misconduct of Purchaser, or any breach of this Agreement or violation of law by Purchaser.

8. DEFAULT, TERMINATION. In the event that a party materially breaches this Agreement and does not cure within thirty (30) days of notice of such material breach from the other party, or such longer time as reasonably necessary to cure such breach, the non-breaching party may terminate this Agreement. Notwithstanding the foregoing, Seller shall also have the right to terminate this Agreement if Purchaser fails to pay any amount owed within ten (10) days after the due date for such payment. If Purchaser becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. Seller at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products: and/or resell the Products, without notice or demand, for and on behalf of the Purchaser, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to Seller for the Products and to receive from the Purchaser the deficiency between such net proceeds of sale and such balance. Purchaser hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of Seller.

9. TERMINATION FOR CONVENIENCE. Purchaser may terminate this Agreement for convenience upon notifying Seller at least thirty (30) days prior to the "termination date" set forth in the notice and paying Seller for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon in an amount determined by Seller. Purchaser shall pay all such costs and expenses and the reasonable profit to Seller within ten (10) days of the termination of the Agreement.

10. FORCE MAJEURE. If Seller is unable, wholly or in material part, by any reason of Force Majeure to carry out any of its obligations hereunder, then on Seller's notice to Purchaser within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, pandemics, lightning, fire, flood, washout, storm, communication lines failure, delays of the Purchaser or any third party, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos and any other causes that are not reasonably within the control of the Seller. Notwithstanding anything in this Agreement to the contrary, if the delay is the result of Purchaser's action or inaction, then in addition to an adjustment in time, Purchaser shall promptly reimburse Seller for Seller's costs incurred to maintain its schedule or to seek to limit any slippage from the schedule as much as reasonably practicable under the circumstances.

11. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Pinellas County or Clearwater, FL. The parties irrevocably waive the right to request trial by jury.

12. ASSIGNMENT. Purchaser shall not assign or transfer this Agreement without the prior written consent of the Seller. Any attempt to make such an assignment or transfer shall be null and void. Seller shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to Purchaser.

13. LIMITATION OF LIABILITY/NO LIQUIDATED DAMAGES, THIRD PARTY BENEFICIARIES, OR BACKCHARGES. Notwithstanding anything in this Agreement to the contrary, (i) except as set forth in Sections 7 and 9, under no circumstances shall either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, under, relating to, or arising out of this Agreement, including, without limiting the forgoing, for any losses relating to plant shutdowns, non-operation or increased expense of operation, service interruptions, or cost of purchased or replacement power; and (ii) the maximum aggregate liability of Seller under, relating to, or arising out of this Agreement, shall be the amount paid by Purchaser to Seller under this Agreement for the Products. This is an aggregate cap, not a per claim cap. This Section 15 shall apply to any and all claims, regardless of whether such claims are in contract, tort, strict liability or otherwise. The parties agree that there are no liquidated damages associated with this Agreement nor are there any third-party beneficiaries to this Agreement. In addition, under no circumstances shall Seller be responsible and liable for any work, repairs, replacements or changes to the Products, or any backcharges, unless Seller agrees in writing to be responsible and liable on each such occasion.

14. MISCELLANEOUS. The Parties are entering into this Agreement as independent contracting parties. This Agreement will not be construed to create an association, joint venture or partnership between the Parties or to impose any partnership liability upon any Party. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. A signature delivered by pdf format or facsimile will be considered an original. The Parties agree to act in good faith with respect to each provision of this Agreement and any dispute that may arise related hereto. The provisions of this Agreement that by their nature are continuing shall continue in full force and effect and shall bind the

Parties beyond any termination of this Agreement. Each Party shall have the right to use any agents, contractors, subcontractors, or other non-employees (individually and collectively, "Contractors/Agents" of such Party) to perform any of its obligations or to act on behalf of the Party. All actions of a Party's Contractors/Agents in connection with this Agreement are attributable to that Party for all purposes under this Agreement. The rights and remedies of the Purchaser in connection with the Products provided by Seller and limited to the rights and remedies expressly stated in this Agreement. Any failure by Seller to enforce Purchaser's strict performance of any provision of this Agreement will not constitute a waiver of Seller's right to subsequently enforce such provision or any other provision of this Agreement. If any portion of this Agreement is held to be invalid or unenforceable under applicable law, then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein. Seller shall retain sole ownership of its intellectual property used or produced in connection with this Agreement, and Purchaser shall not gain any rights in such intellectual property under this Agreement or otherwise arising out of this Agreement. Each party has had an opportunity to independently review this Agreement, and the language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. Each party has been given the opportunity to independently review this Agreement with legal counsel, and each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, it is the parties' intent that in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it.

HIGH PERFORMANCE GRIT REMOVAL AND HANDLING SYSTEM
TECHNICAL SPECIFICATIONS

Part 1 GENERAL

1.1 SCOPE –

A. Supply all labor, materials, equipment and incidentals required to install and place into operation the grit system as shown on the Drawings and as specified herein.
B. A single Manufacturer will furnish and have overall responsibility for coordination of all system components, factory testing, field inspection, startup, field testing, certification of proper installation, warranty, instruction of Owner personnel, and documentation as specified herein or under terms of the Contract.
C. The grit removal system will include the grit removal unit only
D. The grit removal system will not include a control panel provided by the Manufacturer.

1.2 REFERENCE STANDARDS – The properties of all materials, design, fabrication and performance of the equipment to be furnished under this section shall be in accordance with the latest issue of applicable standard specifications. The governing authorities of these standards are listed below.

A. AISC, American Institute of Steel Construction
B. AISI American Iron and Steel Institute
C. ANSI, American National Standards Institute
D. ASCE, American Society of Civil Engineers
E. ASME, American Society of Mechanical Engineers
F. ASTM, American Society of Testing and Materials
G. AWS, American Welding Society
H. IBC, International Building Code
I. IEC, International Electric Code
J. IEEE, Institute of Electrical and Electronics Engineers
K. NEC, National Electrical Code
L. NEMA, National Electrical Manufacturers Association
M. Underwriters Laboratory (UL and cUL)

1.3 SUBMITTALS – Submittals shall be provided to the engineer that includes all the following information:

A. Certified shop drawings showing all important details of construction, dimensions and anchor bolt locations.
B. Descriptive product literature.
C. Schematic electrical wiring diagram and electrical controls information.
D. Complete motor and drive data.
E. The total weight of the equipment.
F. A complete bill of materials of all equipment.
G. A valid certificate of registration naming manufacturer, and supplier if equipment is relabeled, as ISO 9001:2015 certified.

1.4 QUALIFICATIONS

A. All the equipment specified under this Section shall be supplied by a single manufacturer whose Quality Management System is ISO 9001:2015 certified and applicable to the manufacture of water and wastewater treatment equipment.

B. If equipment is not manufactured by supplier, including welding and machining, the name and contact information of manufacturing facility must be supplied. If more than one manufacturer is used all companies and facilities must be provided.

C. If patents protecting equipment are not owned by supplier then an affidavit must be supplied stating owner of design and expiration of licensing agreement.

D. All equipment specified under this Section shall comply Bipartisan Infrastructure Law's (BIL Public Law 117-58) Build America, Buy America (BABA) requirements for manufactured products. As defined in the Law, this requires:
(i) the manufactured product was manufactured in the United States, and
(ii) the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.
Certifications attesting to compliance will be required prior to approval and shall be included with submittals and upon completion of manufacture.

1.5 DESIGN REQUIREMENTS – GRIT COLLECTOR

A. System Description

1. Flow shall transition from the inlet channel or pipe to the trays via an inlet duct positioned above the trays. Each tray shall be connected to the inlet duct by a horizontal nozzle with a rectangular cross section and large clear openings. Round nozzles which reduce cross sectional area shall not be allowed. Designs with hydraulic turns greater than 45 degrees shall not be allowed.

2. The grit concentrator shall be all-hydraulic consisting of self-cleaning corrosion resistant, non-metallic trays with no moving parts within the unit.

3. All flow passages shall be self-cleaning and free of sharp projections or fittings that may snag stringy or fibrous materials.

4. Water shall be continuously supplied to the solids underflow sump.

5. All stainless steel mentioned below as stainless steel shall be T304 stainless steel. All hardware shall be T316 stainless steel.
6. A standard stainless steel base section shall not be provided in this scope.

B. System Performance

1. The Grit Collector will be designed to meet the following grit removal performance guarantee at all flows up to and including the peak flow. Grit is defined as silica sand; specific gravity = 2.65 g/cc:

a. 95% removal of all grit >75 microns at Average Flow
b. 95% removal of all grit >106 microns at Peak Flow

2. The Grit Trap model will be selected to meet the following design parameters:

a. Number of units required	1
b. Size	12’
c. Number of trays per unit	7
d. Peak flow per chamber	11.4 MGD
e. Maximum allowable head loss at peak flow	12 inches
f. Average flow per chamber	3.8 MGD
g. Influent Connection / Duct Opening:	See Drawings
h. Discharge / Effluent Connection:	See Drawings
i. Underflow Connection:	4” Flange
j. Underflow Layout	Flooded Suction
k. NPW Fluidization Connection	2” NPT
l. Internal Component material	304SS
m. Support Frame Material	304SS
n. Grit fluidizing water requirements	25gpm @ 50PSI(+/-10PSI)

1.6 DESIGN REQUIREMENTS – GRIT PUMP

A grit pump is not included in this scope of work.

1.7 DESIGN REQUIREMENTS – GRIT CALSSIFIER SYSTEM

A grit classifier is not included in this scope of work.

Part 2 PRODUCTS

2.1 MANUFACTURER

A. The equipment shall be the Grit Collector only. Other than the named supplier, all manufacturers proposing equipment described herein, will provide a detailed submittal package, which will consist, at a minimum, of all information and details prescribed in section 2.2 including BABA compliance of this specification. All pre-qualification submittals will be submitted to the Engineer at least 15 days prior to the bid date.

B. If submitted equipment requires arrangement differing from that specified, prepare and submit for review complete structural, mechanical, and electrical drawings and equipment lists showing all necessary changes and embodying all special features of equipment proposed. Any changes are at no additional compensation and the Manufacturer will be responsible for all engineering costs of redesign by the Engineer, if necessary.

2.2 THE GRIT COLLECTOR

A. General

1. The inlet flume shall be constructed of formed stainless steel sheet with minimum 3” clear openings.

2. The stack of trays shall securely fit into a stainless-steel support frame. The support frame shall fit and secure to the bottom of the Contractor supplied concrete support structure.

3. A stainless-steel grit collector shall be provided with the concentrator for collection and removal of settled solids to the respective Grit Separation / Classification /Washing unit. The grit collector shall be installed in the Contractor supplied concrete tank and incorporate the flanged underflow and threaded fluidizing pipe connections.

4. No gap in the grit basin shall be less than 3 inches

5. All pipe flanges shall conform to ANSI B16.1 bolt patterns.

2.3 THE GRIT PUMP – DRY WELL MOUNTED

A grit pump is not included in this scope of work.

2.4 THE GRIT CLASSIFIER SYSTEM

Not included in this scope of work.

2.5 THE CONTROL PANEL

Not included in this scope of work.

2.6 SURFACE PREPARATION AND PAINTING

A. The majority of stainless steel materials, flanges and piping shall be pickled by means of a four tank system that is in accordance with ASTMs A380. This process is for quality control, removal of heat affected discoloration, surface treatment for corrosive environments and to provide a uniform finish to the stainless steel surfaces. Stainless steel components must be fully submerged in the tanks for complete coverage. Electro-chemical wanding is acceptable on weld finishes that cannot be submerged due to size. Sandblasting, pickling pastes and abrasive cleaners will not be accepted as forms of metal finishing.

Tank 1 – Detergent bath for the removal of soils, greases, oils and dirt
Tank 2 – Rinsing process to remove detergent and residual soils
Tank 3 – Two part acid solution for the removal of tightly adhere oxide films
Tank 4 – Final rinse process to remove all residual acid

B. All ferrous surfaces (except stainless steel) shall be coated with a pre-primer, primer, and an exterior top coating, or fusion bonded polyester coating suitable for humid/wet environments for superior corrosion protection.

C. Motor(s) and gearbox(s) shall be surface prepared to withstand humid/wet environments for superior corrosion protection.

2.7 SPARE PARTS - The manufacturer will supply the following spare parts:

No Spares Required

2.8 ACCESSORIES – The manufacturer will supply the following accessories with the equipment:

A. One (1) 1" brass body solenoid valve (GT Fluidizing)
B. Two (2) 1" manual isolation valves (GT Fluidizing)
C. One Rotameter (GT Fluidizing)

Part 3 EXECUTIONS

3.1 WARRANTY – The Manufacturer of the equipment supplied under this specification shall provide a warranty for a period of twelve months commencing on acceptance and/or beneficial occupancy by the Owner but no later than 90 days from the date of shipment by the Manufacturer. The Manufacturer shall guarantee that the equipment furnished is suitable for the purpose intended and free from defects in design, materials and workmanship. In the event that the equipment fails to perform as specified the Manufacturer shall, at his option, promptly repair, modify or replace the defective equipment.

3.2 FACTORY TESTING

A. The grit removal system and all components shall be factory assembled and operationally tested prior to shipment. The equipment shall be shipped fully assembled and shall be capable of being set in place and field erected by the Contractor with minimal field assembly.

B. During the factory test period the grit removal system shall be adjusted as required assuring proper operation on completion of the field installation. The Manufacturer shall supply a certification of the completion of the factory testing of the assembled system and appurtenances and shall certify as to the equipment being in satisfactory operating condition at time of shipment. The Engineer and/or Owner may, at their own option and expense, witness the factory test.

3.3 DELIVERY AND STORAGE

A. The grit removal system shall be appropriately crated and delivered to protect against damage during shipment.

B. An authorized representative of the Contractor shall inspect the equipment on delivery to the jobsite and shall report any damage or missing components to the Manufacturer and the Engineer within 72 hours of receipt of the shipment.

3.4 INSTALLATION – The installation of the grit removal system shall be as indicated on the drawings and in strict accordance with the Manufacturer's instructions and recommendations.

3.5 FIELD TESTS, ADJUSTMENTS AND COMMISSIONING

A. The equipment shall be shipped completely factory assembled. Contractor shall verify all access dimensions, channel dimensions, and any interior building dimensions to ensure equipment may be installed as a factory assembled units.

B. After completion of the installation, the equipment shall be inspected and certified by an authorized representative of the Manufacturer as being in compliance with the Manufacturer's recommendations and requirements. At such time as the Manufacturer has deemed the installation to be acceptable, the Manufacturer's authorized service representative shall make any required adjustments and shall start the equipment to assure proper operation.

C. The Manufacturer's authorized representative shall provide instruction to the plant personnel as to the operation and maintenance of the equipment including commissioning, shut down, on-line operations, lubrication and preventative maintenance.

D. Manufacturer shall state field service rates for a Service Engineer to Owner and Contractor. In the event that the field service time required by this section should not be sufficient to properly place the equipment into operation, and the requirement for additional time is beyond the manufacturer's responsibility, additional time shall be purchased by Contractor to correct deficiencies in installation, equipment, or material without additional cost to Owner.

E. The Contractor shall include in his bid, the cost of the above referenced authorized service representative for a minimum of one (1) trip(s) totaling one (1) eight-hour day(s) onsite to complete the certifications and training described in this specification section. The trips and days are detailed as follows:

    1. One trip(s) and one day on-site for start-up/commissioning and training

End of Section

Sand Shark High Performance Grit Trap Equipment Sizing

HYDRO DYNE ENGINEERING
Tel: 813-818-0777 Fax: 813-818-0770

Project: Big Springs, TX - WWTP
Date: 12/4/2025
Rep: Newman Regency Group
By: JAD **Checked:** SCS

Model#	CT144-7CW6

Equipment Dimensions			
A	B	C	D
144 inches	QTY	165	36
3658 mm	7	4194 mm	914

Channel Dimensions				
E	F	G	H	J
55 inches	192	192	13	41
1391 mm	4877	4877	338	1053

Flow Rotation: Clockwise

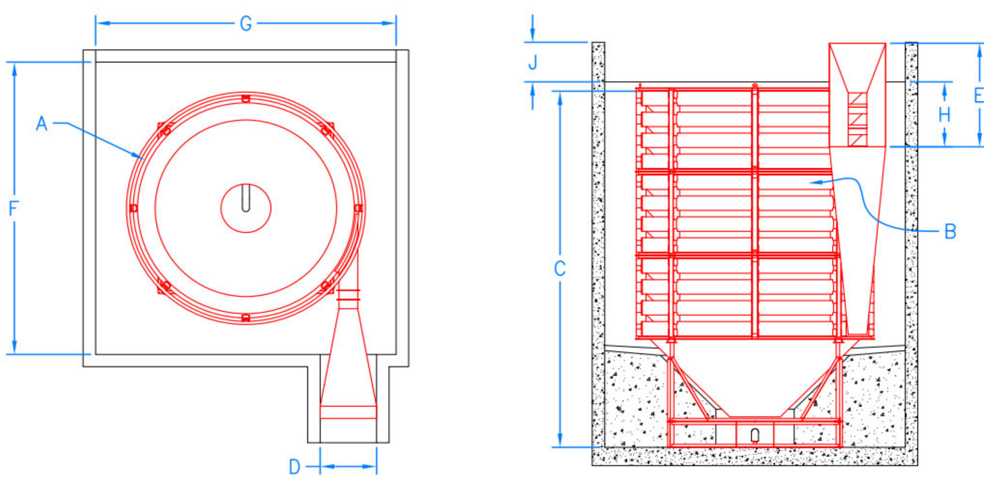
Operating Conditions					
				Peak	Design (AVG)
Weir Height	1.1 feet	13.3 inches	Flow Rate	11.4 MGD	3.8 MGD
	0.34 m	338 mm		499 L/s	166 L/s
Specific Gravity	2.65		Upstream Channel Velocity	3.4 ft/s	1.5 ft/s
				1.1 m/s	0.5 m/s
			Required Capture	HDE Projected Capture	
Cut Size (X_{100})	100 mesh	149 microns	-	95%	95%
Cut Size (X_{125})	120 mesh	125 microns	-	95%	95%
Cut Size (X_{140})	140 mesh	106 microns	95% @ Peak	95%	95%
Cut Size (X_{200})	200 mesh	75 microns	95% @ Design	-	95%

NOTE: Water levels into grit trap as follows:

Peak water level	1.72 ft	20.65 in
Average water level	1.32 ft	15.84 in

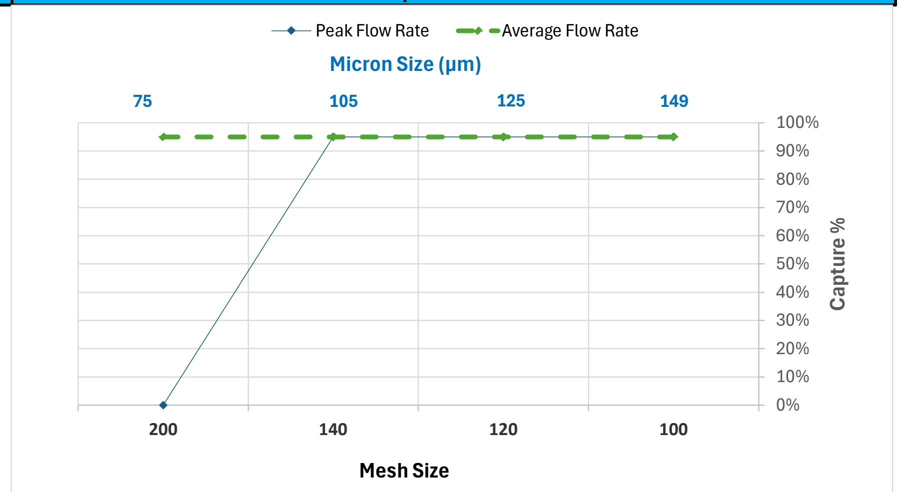
Channel height	55 in
Freeboard at peak	34 in
Freeboard at avg	39 in

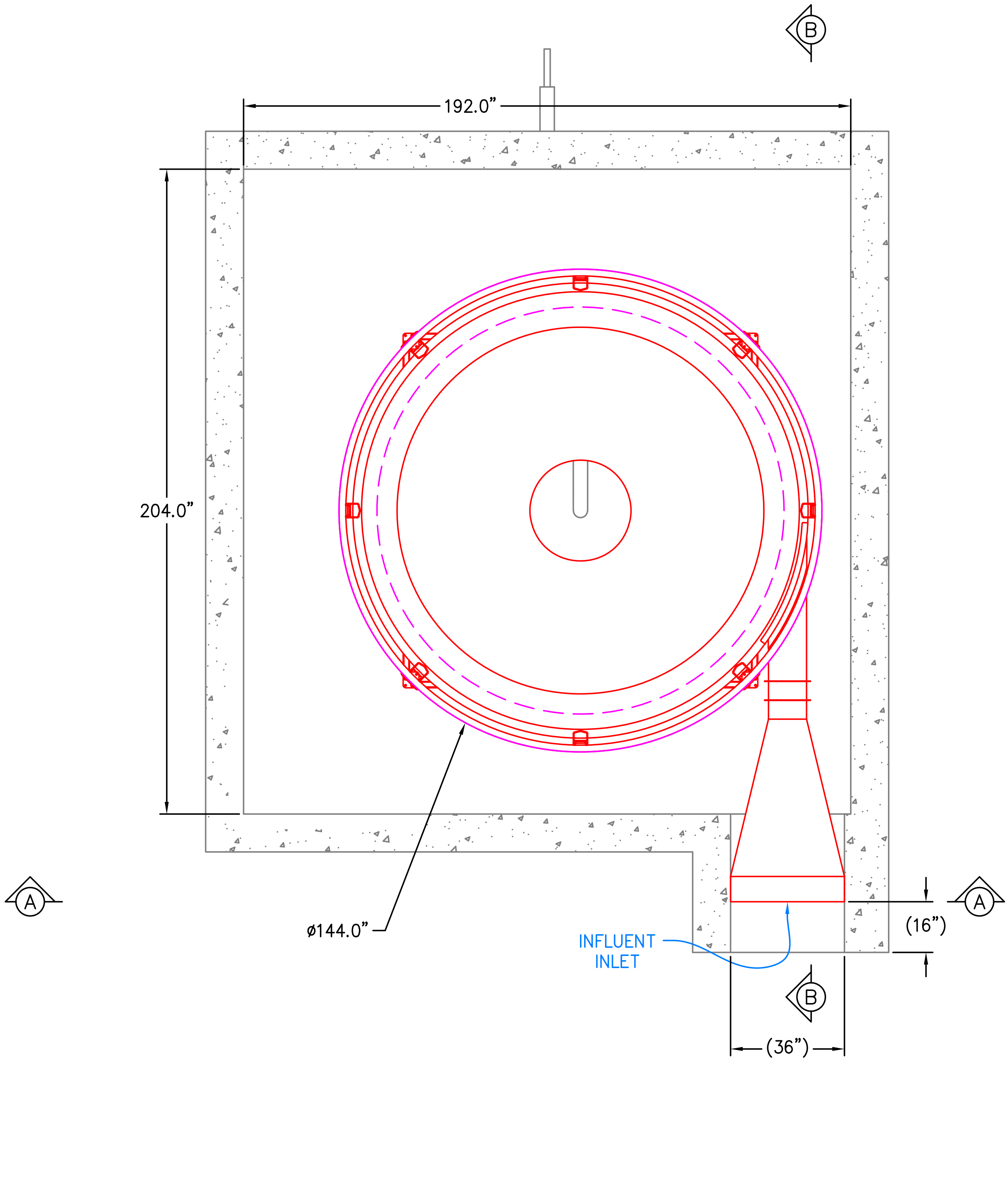
Equipment Layout



The drawing above shows a generic diagram. "B" defines how many trays are proposed in the actual scope of work.

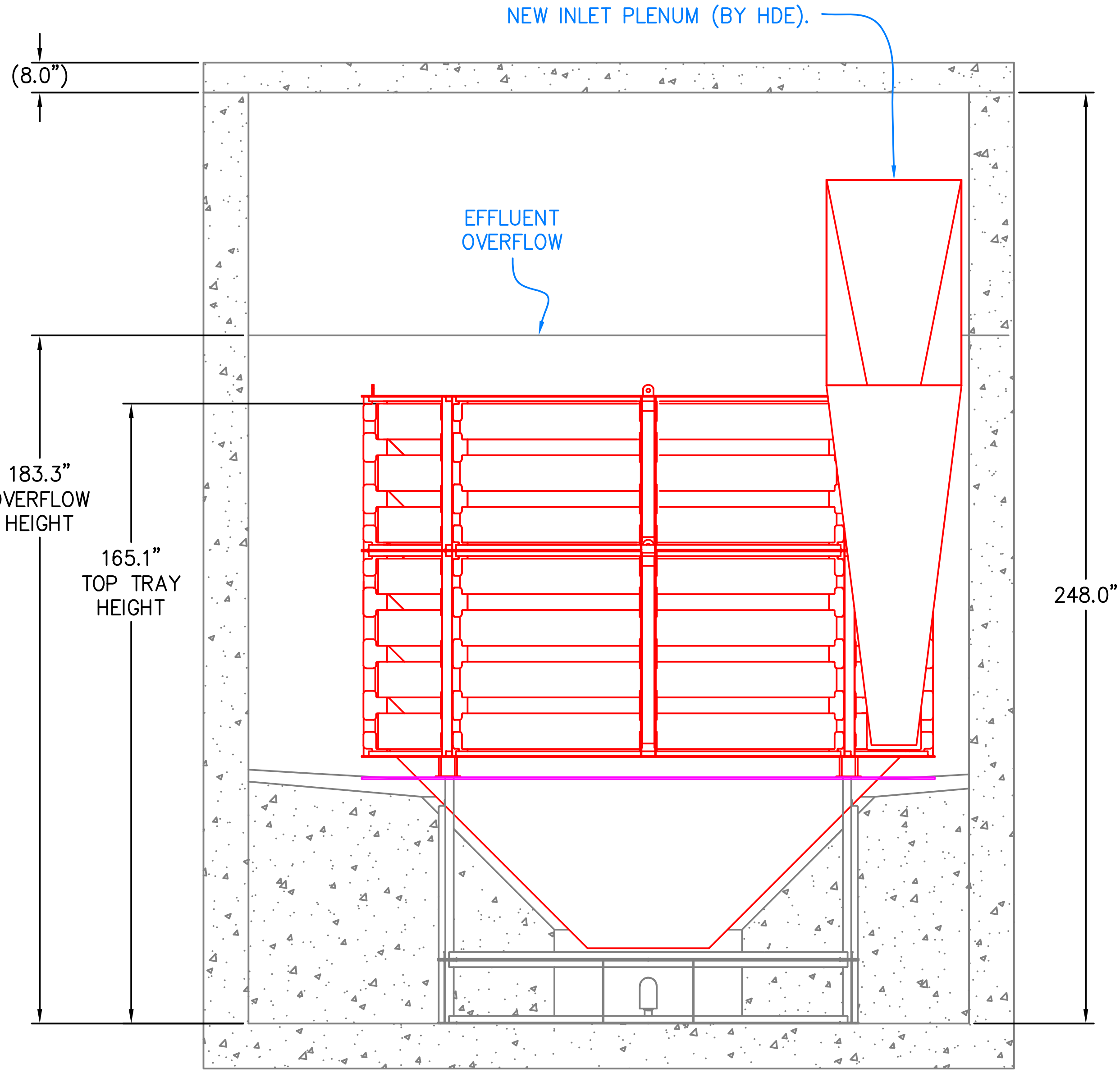
Grit Capture vs. Particle Size





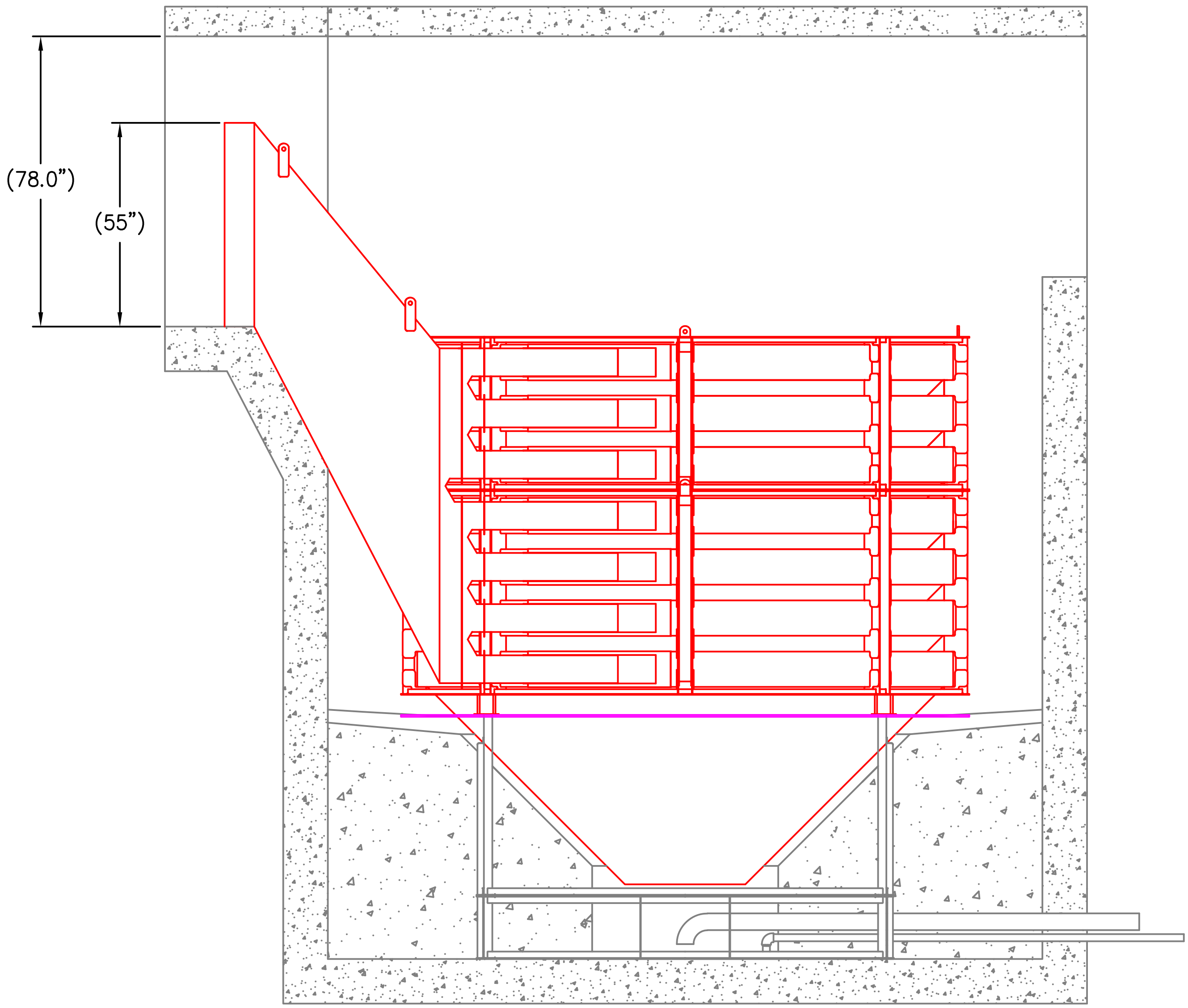
PLAN VIEW

UNLESS NOTED TOLERANCE	HYDRO-DYNE ENGINEERING® www.hydro-dyne.com	BIG SPRINGS, TX – WWTP – TYP CIRCULAR TRAY 144" PROPOSAL		
.X ± .125"		FILE #: CT144–7CW6–P1	SHT.: 1/4	REV.: P1
.XX ± .060"		DRAWN BY/DATE: J. DEANGELIS – 12/05/2025	SCALE: 1/4"=1'	
.XXX ± .030"		CHECKED BY/DATE: S. STURTEVANT – 12/05/2025		SIZE: A
FRACTIONAL ± 1/4"				
∠ ± 1°				



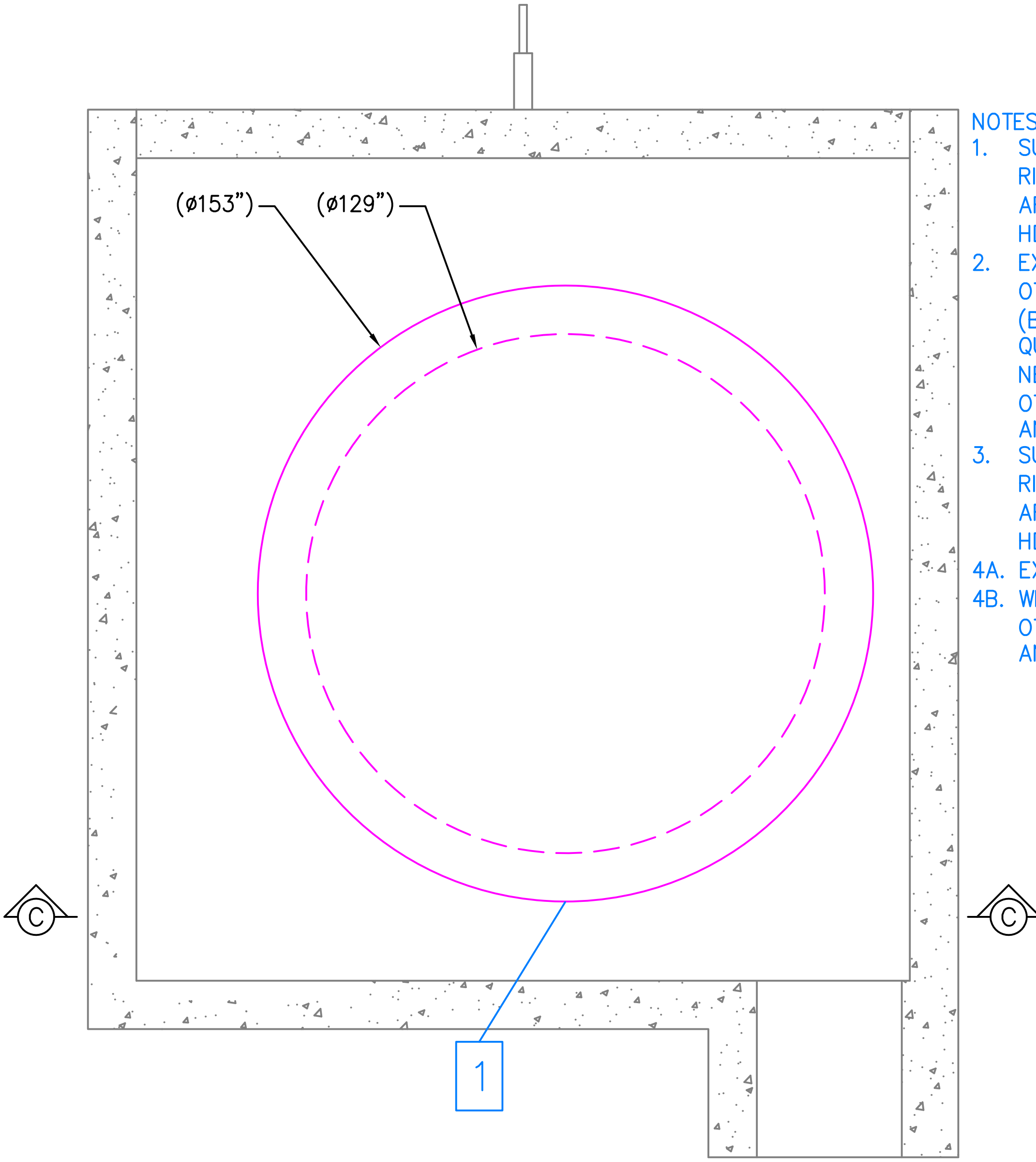
SECTION A-A

UNLESS NOTED	HYDRO-DYNE ENGINEERING www.hydro-dyne.com	BIG SPRINGS, TX – WWTP – TYP CIRCULAR TRAY 144" PROPOSAL		
TOLERANCE .X ± .125" .XX ± .060" .XXX ± .030" FRACTIONAL ± ¼" ∠ ± 1°		FILE #: CT144–7CW6–P1	SHT.: 2/4	REV.: P1
		DRAWN BY/DATE: J. DEANGELIS – 12/05/2025	SCALE: 1/4"=1'	
		CHECKED BY/DATE: S. STURTEVANT – 12/05/2025		SIZE: A

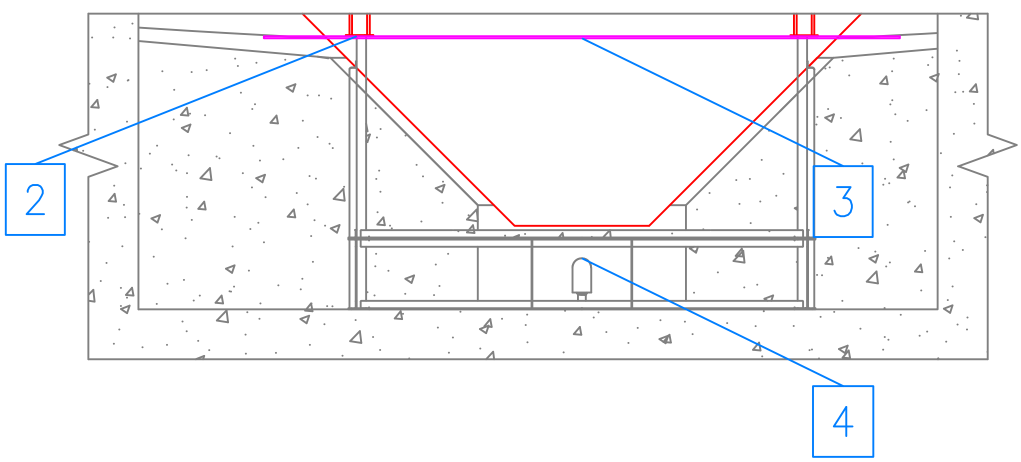


SECTION B-B

UNLESS NOTED	HYDRO-DYNE® ENGINEERING www.hydro-dyne.com	BIG SPRINGS, TX – WWTP – TYP CIRCULAR TRAY 144" PROPOSAL		
TOLERANCE .X ± .125" .XX ± .060" .XXX ± .030" FRACTIONAL ± ¼" ∠ ± 1°		FILE #: CT144–7CW6–P1	SHT.: 3/4	REV.: P1
		DRAWN BY/DATE: J. DEANGELIS – 12/05/2025	SCALE: 1/4"=1'	
		CHECKED BY/DATE: S. STURTEVANT – 12/05/2025		SIZE: A



SUPPORT RING PLAN VIEW



SUPPORT RING PARTIAL SECTION C-C

NOTES:

1. SUPPORT FEET WITH SS SUPPORT RING (BY HDE). TO BE ALIGNED AFTER THE INLET PLENUM (BY HDE).
2. EXISTING FRAME BASE (BY OTHERS); WILL NEED INSPECTIONS (BY OTHERS) TO CONFIRM SS QUALITY AND GROUT QUALITY. NEED TO REMOVE GROUT (BY OTHERS) AROUND EXISTING ANCHORS.
3. SUPPORT FEET WITH SS SUPPORT RING (BY HDE). TO BE ALIGNED AFTER THE INLET PLENUM (BY HDE).

4A. EXISTING SPRAY RING (BY OTHERS).

4B. WILL NEED INSPECTION (BY OTHERS) TO CONFIRM USABILITY AND FUNCTIONALITY.

UNLESS NOTED TOLERANCE	HYDRO DYNE® ENGINEERING www.hydro-dyne.com	BIG SPRINGS, TX – WWTP – TYP CIRCULAR TRAY 144" PROPOSAL		
.X ± .125"		FILE #: CT144–7CW6–P1	SHT.: 4/4	REV.: P1
.XX ± .060"		DRAWN BY/DATE: J. DEANGELIS – 12/05/2025	SCALE: 1/4"=1'	
.XXX ± .030"				
FRACTIONAL ± ¼"				
∠ ± 1°		CHECKED BY/DATE: S. STURTEVANT – 12/05/2025		SIZE: A

Grit Removal Equipment

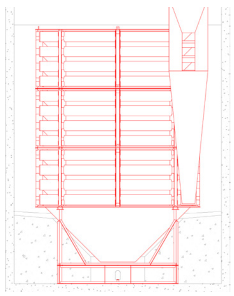
Hydro-Dyne has a long history of supplying grit removal systems to the municipal wastewater industry. A wide range of products are available to suit grit removal needs. Hydro-Dyne excels at integrating screening and grit together for a comprehensive preliminary treatment system.

Sand Sharks are known for their unique hunting strategy and tendency to swim near the shoreline in the surf zone. Our Sand Shark line of grit removal equipment also feels at home in sandy environments and are skilled predators with their highly efficient ability to remove grit particles in a variety of wastewater flow rates.

Sand Shark Circular Stacked Tray (CST)

Fine Grit Removal

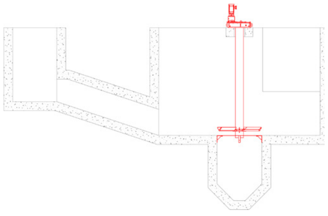
Grit Removal Capacity	95% of 75 micron particles (2.65 g/cc) at avg flow
Sizes	6', 9' and 12' in diameter trays
Peak Daily Flow Capacity	To 20 MGD (876 L/s)
Peak Instantaneous Capacity	To 20 MGD (876 L/s)
Materials	304/316 stainless steel in concrete or stainless tank
Configurations	270 or 360 degree Inlet/Outlet



Sand Shark Stirred Vortex Propeller (SVP)

Coarse Grit Removal

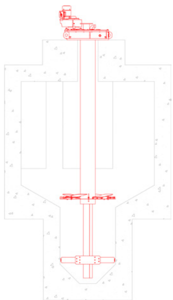
Grit Removal Capacity	95% of 200 micron particles (2.65 g/cc) at avg flow
Sizes	To 24' diameter concrete settling basin
Peak Daily Flow Capacity	To 70 MGD (3,066 L/s)
Peak Instantaneous Capacity	To 70 MGD (3,066 L/s)
Materials	304/316 stainless steel in concrete or stainless tank
Configurations	270 or 360 degree Inlet/Outlet / Flat Floor Design



Sand Shark Stirred Vortex Impeller (SVI)

Coarse Grit Removal

Grit Removal Capacity	95% of 300 micron particles (2.65 g/cc) at avg flow
Sizes	To 24' diameter concrete settling basin
Peak Daily Flow Capacity	To 70 MGD (3,066 L/s)
Peak Instantaneous Capacity	To 70 MGD (3,066 L/s)
Materials	304/316 stainless steel in concrete or stainless tank
Configurations	270 or 360 degree Inlet/Outlet / Flat Floor Design

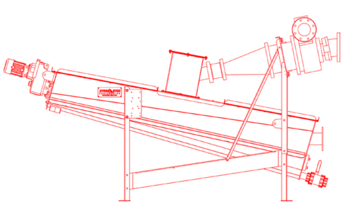


Dewatering systems can be used interchangeably with grit traps to produce dewatered grit suitable for the treatment site. Hydro-Dyne offers a grit classifier for basic dewatering and a grit washer for improved organic removal.

Sand Shark Grit Classifier (GC)

Dewatering

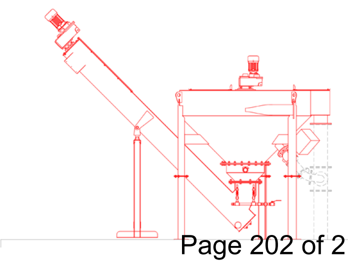
Grit Removal Capacity	95% of 75 micron particles (2.65 g/cc) at avg flow
Sizes	250 gpm and 500 gpm capacity
Materials	304 or 316 Stainless Steel
Organic Removal	Included
Operation	Intermittent in most cases
Dewatering Capacity	To 60% solids by wt.

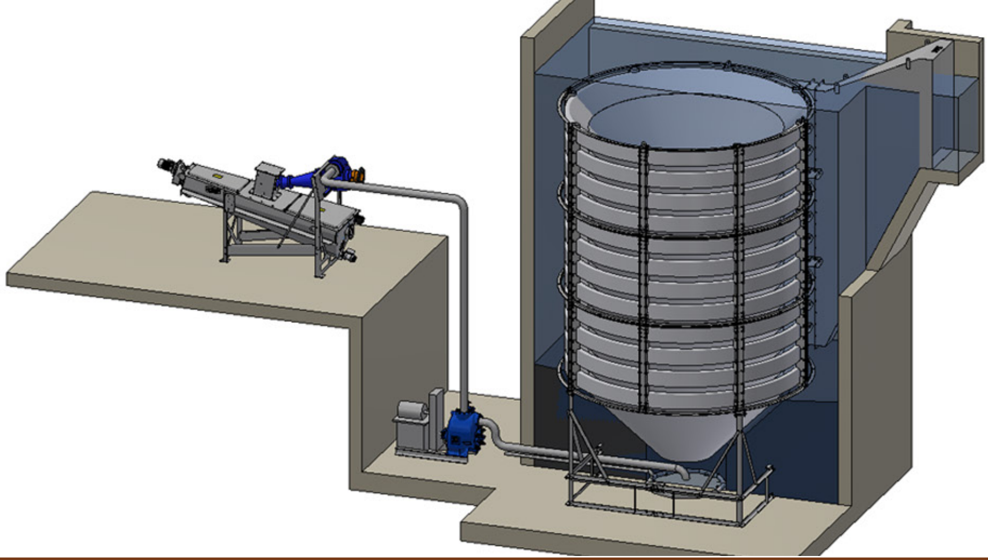


Sand Shark Grit Washer (GW)

Dewatering & Washing

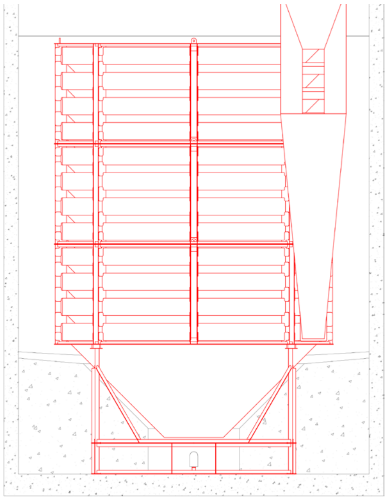
Grit Removal Capacity	95% of 75 micron particles (2.65 g/cc) at avg flow
Sizes	250 gpm capacity
Materials	304 or 316 Stainless Steel
Organic Removal	Up to 95% removal
Operation	Intermittent in most cases
Dewatering Capacity	To 60% solids by wt.





Sand Shark Circular Stacked Tray (CST)

Fine Grit Capture



Sand Shark Circular Stacked Tray Grit Settler

The Sand Shark HP is a high-performance grit capture and removal process that can remove very fine grit, dewater and reduce organic content if needed.

Grit Removal Capacity	95% of 75 micron particles (2.65 g/cc) at avg flow
Sizes	6', 9' and 12' in diameter trays
Peak Daily Flow Capacity	To 20 MGD (876 L/s)
Peak Instantaneous Capacity	To 20 MGD (876 L/s)
Materials	304/316 stainless steel in concrete or stainless tank
Configurations	270 or 360 degree Inlet/Outlet

Features & Benefits:

Technology & Materials

- Stainless steel supporting structure for long life, integrity, and corrosion resistance
- Integrated PE lamella trays for high-performance settling
- Optimized inlet plenum for even flow distribution
- SLOW Outlet Design – Singular Low-velocity Outlet Weir
- Seamless integration with screening, grit dewatering, and grit washing equipment

Operation

- No moving parts, no electrical requirements
- Minimal operator attention required
- Low O&M and long lifecycle for reduced total cost of ownership

Installation

- Designed for installation in square concrete vaults
- Fabricated in sections for simplified handling and placement
- Drop-in installation for faster, easier setup
- Available with manufactured base as an option to eliminate grout installation in vault

Performance

- Removes 95% of particles ≥75 microns at design flow rates (specific gravity 2.65)
- Low headloss – typically less than 12" at peak flow
- Handles small, medium, and large treatment plants with consistent efficiency

Headquarters, manufacturing, parts, and service based entirely in the US and US Owned.

To learn more visit: www.hydro-dyne.com
sales@hydro-dyne.com | +1 (813) 818-0777

Coarse Screens | Fine Screens | Screenings Handling | Grit Removal Equipment

Designed & Manufactured in the USA
4750 118th Avenue North Clearwater, FL 33762

ISO 9001:2015 Certified

HYDRO DYNE® ENGINEERING
Designed to Protect. Built to Perform™

Texas Water and Soil Company LLC.
CHANGE ORDER PROPOSAL

	DATE: **21 January 2026**
Project: Big Spring WWTP Grit Removal	**Contractor Project #:** 25-4
Owner: City of Big Spring	**Owner Project #:** BSP23542A
Engineer: Freese & Nichols	**Engineer Project #:** BSP23542A
Change Proposal Description: Install New Grit Trays	**Change Proposal #:** 2

PRIME CONTRACTOR'S WORK EXCLUDING MARKUPS

Item	Description	Qty	UOM	Unit Price	Cost	Revisions/Comments
1.	TWS Labor & Equipment	136	HR	$ 307.75	$ 41,854.00	
2.	Anchors	1	LS	$ 500.00	$ 500.00	
3.	Grout	1	LS	$ 750.00	$ 750.00	
4.					$ -	
5.					$ -	
6.					$ -	
7.					$ -	
8.					$ -	
9.					$ -	
10.					$ -	
11.					$ -	
12.					$ -	
13.					$ -	
14.					$ -	
15.	**PRIME CONTRACTOR SUBTOTAL**				**$ 43,104.00**	

SUBCONTRACTOR NAMES & TOTALS EXCLUDING PRIME MARKUPS

Item	Description	Qty	UOM	Unit Price	Cost	Revisions/Comments
16.	45/40 Construction Services (Welding)	1	LS	$ 3,500.00	$ 3,500.00	
17.	Bay LTD. Crane	1	Day	$ 11,440.00	$ 11,440.00	
18.					$ -	
19.					$ -	
20.					$ -	
21.					$ -	
22.					$ -	
23.	**SUBCONTRACTORS' SUBTOTAL**				**$ 14,940.00**	

PRIME CONTRACTOR MARKUPS

Item	Description	Qty	UOM	Unit Price	Cost	Revisions/Comments
24.	Prime Contractor's Work (from line 15)			$ 43,104.00		
25.	Overhead & Profit (Prime Contractor's Work)	15%		$ 6,465.60		
26.	Subcontractor's Work (from line 23)			$ 14,940.00		
27.	Overhead & Profit (Subcontractor's Work)	5%		$ 747.00		
28.	SUBTOTAL (add lines 24-27)				$ 65,257.00	
29.	Bonds & Insurance	3%		$ 1,957.71		
30.	SUBTOTAL (add lines 28-29)				$ 67,214.00	
31.	**TOTAL ADDITIONS SUBTOTAL**				**$ 67,214.00**	

PRIME CONTRACTOR DEDUCTS

Item	Description	Qty	UOM	Unit Price	Cost	Revisions/Comments
32.					$ -	
33.					$ -	
34.					$ -	
35.					$ -	
36.					$ -	
37.	**TOTAL DEDUCTIONS SUBTOTAL**				**$ -**	
38.	**TOTAL COST**				**$ 67,214.00**	

CONTRACT TIME MODIFICATIONS

Item	Description	Qty	UOM		Date	Revisions/Comments
39.	Notice to Proceed				10/17/2025	
40.	Original Contract Time	420	Cal Days			
41.	Original Contract Completion Date				12/11/2026	
42.	Previous Contract Time Modifications	0	Cal Days			
43.	Current Contract Completion Date				12/11/2026	
44.	Proposed Time Extension	28	Cal Days			Schedule Attached if >0 days
45.	**PROPOSED CONTRACT COMPLETION DATE**				**1/8/2027**	

Conn Hoelscher

Signature & Title of Preparer: Connor Hoelscher, Project Manager

Bay Ltd.
1414 Valero Way
Corpus Christi, TX 78409
Ph. (361) 693-2100

Date: January 15, 2026

Quote	**LBQ101035**

Customer:	Texas Water & Soil 2908 West FM 2105 San Angelo, TX 76901	**Job Site:**	Big Spring Lift Station 32.2284200, -101.5427400 Big Spring, TX
Contact:	Todd Neff	**Salesperson:**	Neff, Jeff
Phone:	(325) 656-9816	**Phone:**	(806) 781-6072
Email:	todd@texaswaterandsoil.com	**Email:**	neffj@bayltd.com

We appreciate the opportunity to support your company during the following project

Description of Work

Furnish 240ton Operated Crane to remove multiple 18,000LBS concrete vault lids at a max radius of 125'. Please see terms and conditions below.

Item Description	Quantity	Unit Meas	Rate	Amount
Mobilization IN/UP	1.00	Each	$3,000.00	$3,000.00
240 Ton All Terrain, Weekly Hourly Rate	8.00	Hours	$420.00	$3,360.00
Operator OT	0.00	Hours	$30.00	$0.00
Rigger/Signalman ST	8.00	Hours	$65.00	$520.00
Rigger/Signalman ST	8.00	Hours	$65.00	$520.00
Rigger/Signalman ST	8.00	Hours	$65.00	$520.00
Rigger/Signalman ST	8.00	Hours	$65.00	$520.00
Mobilization DOWN/OUT	1.00	Each	$3,000.00	$3,000.00
			Estimate Total:	**$11,440.00**

Bay Ltd.
1414 Valero Way
Corpus Christi, TX 78409
Ph. (361) 693-2100

A BERRY Company

Date: January 15, 2026

Quote	LBQ101035

Terms & Conditions

CALL OUT GENERAL TERMS & CONDITIONS

1. Bay Ltd. indemnifies and holds harmless Customer from and against any claims resulting from this Agreement to the extent caused by Bay Ltd.'s negligence.

2. Bay Ltd. will provide and maintain such insurance as will protect it and Customer from damages to persons and property which may arise from any operations under this Agreement. Each party hereby waives any claims for consequential damages.

3. Payment is due withing thirty (30) days of invoice receipt.

4. Billing rates are based on current wages, payroll burdens, and insurance premiums. Any increase in wages, taxes, or insurance rates shall result, after discussion with the Customer, in the appropriate revised billing rates

5. The overtime labor billing rate shall be charged at an additional thirty dollars ($30.00) per hour, per man before and after normal business hours (7:30 AM to 4:00 PM) Monday through Friday and all day on Saturday, Sunday. Emergency and holiday labor billing rate will be charged double time ($60.00) per hour, per man.

6. The cost of any drug testing beyond Bay's standard requirements, if required by Customer, shall be passed through at cost plus ten percent (10%).

7. Customer shall be billed for the time spent in safety training, safety meetings, and hazardous material communication meetings.

8. For safety considerations, our employees may not work more than sixteen (16) hours during any twenty- four (24) hour period, nor shall they work a sixteen (16) hour shift for more than three (3) days in any seven (7) day period.

9. Bay has included normal PPE (hardhats, safety glasses, fire retardant clothing, and full body harness) as part of the rate structure. Special Safety Gas Detection Monitors (CO Monitors, H2S Monitors, etc.) shall be considered third party rental items billable to Customer at cost plus ten percent (10%).

10. Equipment buildup and rig-down, loading, unloading, and transportation of equipment and component parts to and from the jobsite, portal to portal, shall be billable to Customer.

11. Bay personnel staying overnight due to distance or other requirements shall receive per diem billable to Customer beginning on the day the employee travels to the jobsite and shall include weekends as applicable at $150.00 per day / per man for employees whose permanent residence is greater than 60 miles from project site.

12. If anyone (1) Purchase Order has ten (10) or more Work Orders at any given time, a Timekeeper and Billing Clerk shall be necessary, and shall be billed at the Straight Time Hourly Rate of forty dollars ($40.00) per hour and Overtime Hourly Rate of sixty dollars ($60.00) per hour respectively. Office space shall be provided by the Customer at no additional cost to Bay.

13. Sales and/or use taxes are not included in the rate schedules.

Bay Ltd.
1414 Valero Way
Corpus Christi, TX 78409
Ph. (361) 693-2100

BAY Ltd.
A BERRY Company

BERRY
CRANE AND HEAVY HAUL SERVICES

Date: January 15, 2026

Quote **LBQ101035**

14. Our travel time for personnel will start after 30 miles. Travel time for each man shall be $100/hr. Cranes shall be paid port to port.

15. Pricing is based on the issuance of mutually agreed terms or purchase order.

16. Labor and Equipment are subject to availability at the time of contract execution.

17. Bay Ltd. may substitute equipment with equivalent or superior alternatives.

18. All third-party equipment rentals, subcontracts, and material costs will be invoiced at cost plus 10% mark-up.

19. Pricing is based upon continuous execution of the work per anticipated schedule (provided) without interruption or delay.

20. Pricing is based on data provided within the RFQ documents and is subject to re-confirmation at the time of execution.

21. Fuel Surcharge. Bay Ltd shall pass on to the Customer one hundred percent (100%) of any fuel surcharge imposed by its third-party freight carrier (shipper, motor carrier, broker, or freight forwarder) when such a surcharge is imposed pursuant to any law and/or agreement between the Carrier and Bay Ltd.

22. Pricing segregation is presented for your information only and will not be used for partial scope award, adjustments, or invoicing criteria.

23. Basic rigging will be invoiced as a separate line item according to the attached rigging crane class code. Any specialized rigging will be invoiced as a separate line item per the attached rigging price list.

____
Customer

____
Customer Printed Name

____
Customer Signature

____
Date

45/40 Construction Services LLC.
4774 N Chadbourne St
San Angelo, TX 76903 USA
+13253207650
sallen@45-40construction.com.co

Estimate

ADDRESS
Texas Water & Soil Co. Inc.
Todd Neff
Texas Water & Soil Co. Inc.
2908 West Fm 2105
San Angelo, Texas 76901

ESTIMATE # 1216
DATE 01/15/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Sales	Stainless steel welding at Big Spring water plant (1 welder 1 helper)	1	3,500.00	3,500.00

SUBTOTAL	3,500.00
TAX	0.00
TOTAL	**$3,500.00**

Accepted By

Accepted Date

Construction Schedule

Project No.: 25-4
Location: Big Spring WWTP
Project Title: Big Spring WWTP Grit Removal
Data Date: 1/31/2026

calendar date-starting MonDay
project week #

project week #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
calendar date	13-Oct-25	20-Oct-25	27-Oct-25	3-Nov-25	10-Nov-25	17-Nov-25	24-Nov-25	1-Dec-25	8-Dec-25	15-Dec-25	22-Dec-25	29-Dec-25	5-Jan-26	12-Jan-26	19-Jan-26	26-Jan-26	2-Feb-26

project week #	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
calendar date	9-Feb-26	16-Feb-26	23-Feb-26	2-Mar-26	9-Mar-26	16-Mar-26	23-Mar-26	30-Mar-26	6-Apr-26	13-Apr-26	20-Apr-26	27-Apr-26	4-May-26	11-May-26	18-May-26	25-May-26	1-Jun-26

project week #	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51
calendar date	8-Jun-26	15-Jun-26	22-Jun-26	29-Jun-26	6-Jul-26	13-Jul-26	20-Jul-26	27-Jul-26	3-Aug-26	10-Aug-26	17-Aug-26	24-Aug-26	31-Aug-26	7-Sep-26	14-Sep-26	21-Sep-26	28-Sep-26

project week #	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68
calendar date	5-Oct-26	12-Oct-26	19-Oct-26	26-Oct-26	2-Nov-26	9-Nov-26	16-Nov-26	23-Nov-26	30-Nov-26	7-Dec-26	14-Dec-26	21-Dec-26	28-Dec-26	4-Jan-27	11-Jan-27	18-Jan-27	25-Jan-27

Row	Activity	Duration		Start Date	End Date	Predecessor	Successor
9	**Administrative**						
10	Notice to Proceed - October 17, 2025	1	1 Day	10/17/2025	10/17/2025	N/A	11
11	Substantial Completion (NTP + 420 Days) - December 11, 2026	1	1 Day	12/11/2026	12/11/2026	10	12
12	Final Completion (NTP + 480 Days) - February 9, 2027	1	1 Day	2/9/2027	2/9/2027	11	N/A
13	**Submit and Purchase Equipment**						
14	Submit Piping/Valves/etc.	20	20 Days	10/18/2025	11/7/2025	10	15
15	Review/Approve Piping/Valves/etc.	14	14 Days	11/8/2025	11/22/2025	14	16
16	Procure Piping/Valves/etc.	28	28 Days	11/23/2025	12/21/2025	15	43
17	Submit Hydro-Int Trays Change Proposal	60	60 Days	11/19/2025	1/18/2026	34	18
18	Approve Hydro-Int Trays Change Proposal	28	28 Days	1/19/2026	2/16/2026	17	19
19	Submit Hydro-Int Trays Shop Dwgs - Hydro-Dyne	56	56 Days	2/17/2026	4/14/2026	18	20
20	Review/Approve - Hydro-Int Trays	14	14 Days	4/15/2026	4/29/2026	19	21
21	Procure Sand Shark - Hydro-Int Trays	190	190 Days	4/30/2026	11/6/2026	20	47
22	Submit Grit Removal Equipment	85	85 Days	10/18/2025	1/11/2026	9	23
23	Review/Approve Grit Removal Equipment	8	8 Days	1/12/2026	1/20/2026	22	24
24	Procure Grit Removal Equipment	210	210 Days	1/21/2026	8/19/2026	23	43
25	Submit Pinch Valves	60	60 Days	10/18/2025	12/17/2025	10	26
26	Review/Approve Pinch Valves	14	14 Days	12/18/2025	1/1/2026	25	27
27	Procure Pinch Valves	30	30 Days	1/2/2026	2/1/2026	26	43
28	**Construction Activities**						
29	Mobilize	2	2 Days	10/20/2025	10/22/2025	9	30
30	Construct Berm/Pond Lining	2	2 Days	10/23/2025	10/25/2025	29	31
31	Install Bypass	2	2 Days	10/26/2025	10/28/2025	30	31
32	Remove Lid/Pump Grit Chamber	7	7 Days	10/29/2025	11/5/2025	31	33
33	Clean Exsting Sand Shark	3	3 Days	11/6/2025	11/9/2025	32	34
34	Inspect Existing Sand Shark	1	1 Day	11/17/2025	11/18/2025	33	35
35	Re-install Sand Shark or Replace Sand Shark	3	3 Days	11/20/2025	11/23/2025	34, 39	36
36	CO #1 - Remove Coating Submission/Approval	21	21 Days	11/24/2025	12/15/2025	35	37
37	CO #1 - Remove Coating	5	5 Days	12/16/2025	12/21/2025	36	38
38	Put System back in Operation	1	1 Day	12/22/2025	12/23/2025	37	41
39	Demo Existing Grit Removal System	21	21 Days	10/29/2025	11/19/2025	SS32	42
40	Grit/Sludge Drying	70	70 Days	11/6/2025	1/15/2026	32	41
41	Haul Off Grit/Sludge to Landfill	3	3 Days	1/16/2026	1/19/2026	40	46
42	Form/Pour Concrete Support Pads	7	7 Days	8/20/2026	8/27/2026	24, 27	43
43	Install New Grit Removal System w/ Pumps & Piping	28	28 Days	8/28/2026	9/25/2026	16, 24, 27, 42	44
44	Install Electrical Upgrades	28	28 Days	9/11/2026	10/9/2026	SS43-14	46
45	Coat all Piping	5	5 Days	9/26/2026	10/1/2026	43	46
46	Pump Grit Chamber	10	10 Days	11/7/2026	11/17/2026	21, 45	47
47	Install Hydro-Int Trays	14	14 Days	11/18/2026	12/2/2026	46	48
48	Testing & Start-Up	10	10 Days	12/3/2026	12/13/2026	47	53
49	Grit/Sludge Drying	60	60 Days	11/18/2026	1/17/2027	46	50
50	Haul Off Grit/Sludge to Landfill	1	1 Day	1/18/2027	1/19/2027	49	51
51	Demo Pond/Cleanup Area	2	2 Days	1/20/2027	1/22/2027	50	53
52	**Final Activities**						
53	**Substantial Completion**	**1**	**1 Day**	**1/23/2027**	**1/23/2027**	45, 47	50
54	Punch-List	60	60 Days	1/23/2027	3/23/2027	49	51
55	**Final Completion**	**1**	**1 Day**	**3/24/2027**	**3/24/2027**	50	N/A

167	**CONTRACTOR:**	**APPROVED: Freese & Nichols**
168	**Texas Water & Soil**	
169	**By: Connor Hoelscher**	**By:**
171	**Project Manager**	**Title:**

Date	Revision	Checked	Approved
11/3/2025	October 2025 Update	CSH	CSH
11/26/2025	November 2025 Update	CSH	CSH
1/31/2026	**January 2026 Update**	CSH	CSH

	A	B	C	D	E	BX	BY	BZ	CA	CB	CC
1				Project No.:	25-4						
2				Location:	Big Spring WW						
3				Project Title:	Big Spring WW						
4				Data Date:	1/31/2026						
5				calendar date- starting MonDay project week #		1-Feb-27	8-Feb-27	15-Feb-27	22-Feb-27	1-Mar-27	8-Mar-27
6						69	70	71	72	73	74
8		Duration		Start Date	End Date						
9	**Administrative**										
10	Notice to Proceed - October 17, 2025	1	1 Day	10/17/2025	10/17/2025						
11	Substantial Completion (NTP + 420 Days) - December 11, 2026	1	1 Day	12/11/2026	12/11/2026						
12	Final Completion (NTP + 480 Days) - February 9, 2027	1	1 Day	2/9/2027	2/9/2027						
13	**Submit and Purchase Equipment**										
14	Submit Piping/Valves/etc.	20	20 Days	10/18/2025	11/7/2025						
15	Review/Approve Piping/Valves/etc.	14	14 Days	11/8/2025	11/22/2025						
16	Procure Piping/Valves/etc.	28	28 Days	11/23/2025	12/21/2025						
17	Submit Hydro-Int Trays Change Proposal	60	60 Days	11/19/2025	1/18/2026						
18	Approve Hydro-Int Trays Change Proposal	28	28 Days	1/19/2026	2/16/2026						
19	Submit Hydro-Int Trays Shop Dwgs - Hydro-Dyne	56	56 Days	2/17/2026	4/14/2026						
20	Review/Approve - Hydro-Int Trays	14	14 Days	4/15/2026	4/29/2026						
21	Procure Sand Shark - Hydro-Int Trays	190	190 Days	4/30/2026	11/6/2026						
22	Submit Grit Removal Equipment	85	85 Days	10/18/2025	1/11/2026						
23	Review/Approve Grit Removal Equipment	8	8 Days	1/12/2026	1/20/2026						
24	Procure Grit Removal Equipment	210	210 Days	1/21/2026	8/19/2026						
25	Submit Pinch Valves	60	60 Days	10/18/2025	12/17/2025						
26	Review/Approve Pinch Valves	14	14 Days	12/18/2025	1/1/2026						
27	Procure Pinch Valves	30	30 Days	1/2/2026	2/1/2026						
28	**Construction Activities**										
29	Mobilize	2	2 Days	10/20/2025	10/22/2025						
30	Construct Berm/Pond Lining	2	2 Days	10/23/2025	10/25/2025						
31	Install Bypass	2	2 Days	10/26/2025	10/28/2025						
32	Remove Lid/Pump Grit Chamber	7	7 Days	10/29/2025	11/5/2025						
33	Clean Exsting Sand Shark	3	3 Days	11/6/2025	11/9/2025						
34	Inspect Existing Sand Shark	1	1 Day	11/17/2025	11/18/2025						
35	Re-install Sand Shark or Replace Sand Shark	3	3 Days	11/20/2025	11/23/2025						
36	CO #1 - Remove Coating Submission/Approval	21	21 Days	11/24/2025	12/15/2025						
37	CO #1 - Remove Coating	5	5 Days	12/16/2025	12/21/2025						
38	Put System back in Operation	1	1 Day	12/22/2025	12/23/2025						
39	Demo Existing Grit Removal System	21	21 Days	10/29/2025	11/19/2025						
40	Grit/Sludge Drying	70	70 Days	11/6/2025	1/15/2026						
41	Haul Off Grit/Sludge to Landfill	3	3 Days	1/16/2026	1/19/2026						
42	Form/Pour Concrete Support Pads	7	7 Days	8/20/2026	8/27/2026						
43	Install New Grit Removal System w/ Pumps & Piping	28	28 Days	8/28/2026	9/25/2026						
44	Install Electrical Upgrades	28	28 Days	9/11/2026	10/9/2026						
45	Coat all Piping	5	5 Days	9/26/2026	10/1/2026						
46	Pump Grit Chamber	10	10 Days	11/7/2026	11/17/2026						
47	Install Hydro-Int Trays	14	14 Days	11/18/2026	12/2/2026						
48	Testing & Start-Up	10	10 Days	12/3/2026	12/13/2026						
49	Grit/Sludge Drying	60	60 Days	11/18/2026	1/17/2027						
50	Haul Off Grit/Sludge to Landfill	1	1 Day	1/18/2027	1/19/2027						
51	Demo Pond/Cleanup Area	2	2 Days	1/20/2027	1/22/2027						
52	**Final Activities**										
53	**Substantial Completion**	**1**	**1 Day**	**1/23/2027**	**1/23/2027**						
54	Punch-List	60	60 Days	1/23/2027	3/23/2027						
55	**Final Completion**	**1**	**1 Day**	**3/24/2027**	**3/24/2027**						
167	**CONTRACTOR:**			**APPROVED: Freese & Nichols**							
168	**Texas Water & Soil**										
169	**By: Connor Hoelscher**			**By:**							
170											
171	**Project Manager**			**Title:**							
172											
173											
174											

Interoffice Memorandum

To: Honorable Mayor, City Council, and Todd Darden, City Manager

From: Chad Williams, Chief of Police

Date: February 18, 2026

Subject: Permission to enter into a contract with Flock Safety

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Action Requested: We are seeking the City Council's approval to enter into a contract with Flock Safety to provide nine (9) LPR's to be used throughout the City of Big Spring.

Background Information: The Broughton Foundation donated $45,000.00 to the Big Spring Police Department for this project.

Financial Considerations:

Expenditure amount requested:	$44,950.00
What fund/department account will this amount be drawn from?	Police/200
Budget amount:	$44,950.00
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?	No

Vendor Bids/Quotations: This is proprietary equipment and software from Flock Safety. This will be a contract for the lease of this equipment which will include the equipment, installation and maintenance done by Flock Safety for a period of 18 months.

Budget: The approved budget for this expenditure is $45,000.00, which will be $50.00 under budget.

Staff Opinion on Feasibility and Timeline: Staff respectfully requests approval to complete this contract with Flock Safety. As soon as it is completed, implementation of the equipment should be within two to three months.

Flock Safety + TX - Big Spring PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Cameron Lewis
cameron.lewis@flocksafety.com
806-790-7409

Quote Number: Q-188281
Expiration Date: 03/14/2026

flock safety

EXHIBIT A

ORDER FORM

Customer:	TX - Big Spring PD	Initial Term:	18 Months
Legal Entity Name:	TX - Big Spring PD	Renewal Term:	24 Months
Accounts Payable Email:	cwilliams@bigspringpd.net	Payment Terms:	Net 30
Address:	3611 W Hwy 80 Big Spring, Texas 79720	Billing Frequency:	Total Contract Billed at Signing
		Retention Period:	30 Days

Hardware and Software Products

Recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$29,500.00**
Flock Safety LPR Products			
Flock Safety LPR Flex, fka Falcon Flex	Included	2	Included
Flock Safety LPR, fka Falcon	Included	7	Included
Flock Safety Platform Add Ons			
Additional Battery Pack	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	$100.00	7	$700.00
		Estimated Tax:	$0.00
		Contract Total:	$44,950.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Special Terms:

Upon execution of this Agreement, the Term for Flock Hardware shall commence upon first installation and validation per each phase as identified in the chart below ("Phase"), except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Upon completion of installation and validation of total Phases, the Customer agrees that the Term of all Phases will run coterminous in accordance with the Term of Phase 1. In the event of any overlap in subscription terms (meaning the period from the effective date until expiration or termination of an agreement) and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on the execution date of a new agreement. To the extent applicable, any prorated amounts provided are subject to change based on term commencement of first hardware validation of products referenced within each Phase.

Billing Schedule

Billing Schedule	Amount (USD)
Total Contract Due at Signing	$44,950.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$8,050.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR Flex, fka Falcon Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Additional Battery Pack	External battery pack attachment utilized to extend the life of Flock Products
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions .

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Customer: TX - Big Spring PD**	
By:	______________	By:	______________
Name:	______________	Name:	______________
Title:	______________	Title:	______________
Date:	______________	Date:	______________
		PO Number:	______________

February 10, 2026

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

Mr. Darden:

I would like to inform you that Mr. Richard Steel, one of the City of Big Spring's appointees to the Colorado River Municipal Water District Board of Directors, has relocated from Big Spring and has resigned from his position.

Mr. Steel's experience serving as President and later the Chairman of the Board of State National Bank provided a unique and valuable skillset to the Board of Directors of CRMWD. Since 1958, the City of Big Spring has maintained a longstanding tradition of appointing the President of State National Bank to serve on the Colorado River Municipal Water District Board. Robert Currie, John Currie, and Jim Purcell have previously held this position and done an excellent job representing the City of Big Spring.

Justin Myers has been promoted to succeed Richard Steel at the State National Bank and, should the City of Big Spring decide to appoint him, Justin would be an excellent addition to the CRMWD Board. If Justin is appointed, his father, John Myers, who currently serves on the CRMWD Board, has volunteered to resign to avoid any appearance of nepotism.

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

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

The term for the City's appointee will be for the remainder of the unexpired term ending May 31, 2026.

400 East 24th Street • P.O. Box 869 • Big Spring, Texas 79721-0869
432-267-6341 • www.crmwd.org • Fax 432-267-3121

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

Sincerely,

Cole Walker

Cole Walker
General Manager

cc: City of Big Spring – City Secretary

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