



CITY COUNCIL REGULAR AGENDA

Tuesday, March 10, 2026

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, March 10, 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.

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|--------------------------|-------|
| 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
- Large Item Pickup, District 3, March 18th
 - Free Movie Premier of Texas Rhapsody on March 14th at 7:00 p.m.
 - The Lights on the Overpass (over the railroad) are working
 - Shannon Medical Center at Big Spring will open on April 1, 2026
 - Galaxy will be the new FBO at the McMahon Wrinkle Airport

Consent Items

- | | | |
|--|-------|--------|
| 6. Approval of the City Council Minutes of the Regular Meeting of February 24, 2026 | 6-12 | Davis |
| 7. Final 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 | 13-14 | Darden |
| 8. Final 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 | 15-17 | Darden |

Vouchers

- | | | | | |
|--------------------------|----|------------|--|-------|
| 9. Vouchers for 02/20/26 | \$ | 580,028.70 | | |
| Vouchers for 02/27/26 | \$ | 291,164.80 | | Yanez |

Bids

- | | | |
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| 10. Consideration and Possible Action to Award a Bid with Powerlift Hydraulic Doors of Texas for the Fabrication and Installation of Two Hangar Doors and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 18-22 | Feeley |
| 11. Consideration and Possible Action to Accept the Scope of Work and Cost Proposal Associated with the Professional/Consulting Services Agreement with Woolpert for the Development of a Multi-Modal Master Plan and Airport Rebranding and Authorize the City Manager or His Designee to Execute any Necessary Documents | 23-45 | Feeley |

New Business

- | | | |
|--|-------|--------|
| 12. 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 Authorizing the Transfer of Appropriations Within the Airpark Fund for the Replacement of Both Hangar Doors at the Alert Hangars; Providing for Severability; and Providing an Effective Date. | 46-47 | Smith |
| 13. 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, Authorizing an Increase and a Transfer of Appropriations, Within the Airpark Fund for A Professional/Consulting Services Agreement for the Development of a Comprehensive Multimodal Master Plan and an Airport Re-Branding Programing; and Providing for Severability; Providing and Effective Date. | 48-49 | Smith |
| 14. First Reading of an Ordinance Amending Chapter 1 of the Big Spring City Code Entitled "General Provisions," by Amending in Part Section 1-2, Amending Chapter 10 of the Big Spring Code Entitled "Aviation," Article II Entitled "Aeronautical Activities And Services at Big Spring Airport and Industrial Park," Division 1 Entitled "Generally," by Amending in Part Section 10-18, Amending Chapter 12 of the Big Spring City Code Entitled "Buildings and Building Regulations," Article II Entitled "Building Codes," by Amending in its Entirety Section 12-48, Amending Chapter 40 of the Big Spring City Code Entitled "Parks, Recreation and | 50-55 | Bowles |

Cultural Affairs,” by Amending in Part Article II Entitled “Parks and Recreation Facilities,” Division 1 Entitled “Generally,” at Section 40-25, and Amending in Part Article V Entitled “Moss Creek Lake,” at Section 40-163, and Amending Chapter 48 of the Big Spring City Code Entitled “Traffic and Vehicles,” by Amending in Part Article IV Entitled “Stopping, Standing and Parking,” at Section 48-111, and Amending in Part Article VI Entitled, “Tow Trucks,” at Section 48-187, to Conform to State Law; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining That the Meetings at Which the Ordinance Was Discussed Were Open to the Public as Required by Law; and Providing an Effective Date.

- | | | | |
|-----|--|-------|--------|
| 15. | First Reading of an Ordinance Amending the Structural Standards and Nuisance Abatement Ordinance of Big Spring, Texas, Subchapter A Entitled "General," Article A-1 Entitled "In General," by Amending in Part Section A-1.05, to Conform to State Law; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; and Providing an Effective Date. | 56-58 | Bowles |
| 16. | First Reading of an Ordinance Approving a Tariff Authorizing an Annual Rate Review Mechanism ("RRM") as a Substitution for the Annual Interim Rate Adjustment Process Defined by Section 104.301 of the Texas Utilities Code, and as Negotiated Between Atmos Energy Corp., West Texas Division ("Atmos West Texas" or "Company") and the Steering Committee of Cities Served by Atmos West Texas; Requiring the Company to Reimburse Cities' Reasonable Ratemaking Expenses; Adopting a Savings Clause; Determining that this Ordinance was Passed in Accordance with the Requirements of the Open Meetings Act; Declaring an Effective Date; and Requireing Delivery of this Ordinance to the Company and Legal Counsel for the Steering Committee | 59-69 | Medina |

Council Input

- | | | |
|-----|---------|-------|
| 17. | Input | Moore |
| 18. | 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, March 4, 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, City Secretary

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

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 24, 2026, with the following members present in person:

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

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

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

Open Session

Call to Order

Mayor Pro Tem Hughes called the City Council meeting to order at 5:30 p.m.

Invocation

Jonathan Raffini, First Baptist Church, gave the invocation.

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

Mayor Pro Tem Hughes led the Pledge of Allegiance to the United States Flag and to the Texas State Flag.

Public Comment

Public Comment

There were no public comments made at this time.

Announcements, Presentations and Public Hearings

City Manager's Report

City Manager's report on the following items:

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

Todd Darden, City Manager, gave a report on the following items: Large item pickup for District 2 picked up 15 tons of items and Mr. Darden recognized Shane Bowles, Public Works Director, for receiving an Under 55 Chamber Award presented at the Chamber Banquet.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of February 10, 2026

Acknowledge Receipt of the Big Spring Economic Development Board of Director's Minutes for the Regular Meeting of January 20, 2026

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

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

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

YEAS: Council Member Ornelas, Council Member Yanez, Mayor Pro Tem Hughes, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn	6
NAYS: None	0

MOTION PASSED

Vouchers

Vouchers for 02/06/26 \$ 1,028,367.80

Vouchers for 02/13/26 \$ 139,229.61

Council Member Yanez reviewed the above captioned vouchers.

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

YEAS: Council Member Ornelas, Council Member Yanez, Mayor Pro Tem 6

Hughes, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn

NAYS: None 0

MOTION PASSED

Bids

Consideration and Possible Action Awarding a Bid for Five Dump Trucks for Various Departments and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Yanez to award the above captioned bid to Rush Truck Centers in the total amount of \$884,548.35, seconded by Council Member Wilkerson.

YEAS: Council Member Ornelas, Council Member Yanez, Mayor Pro Tem 6

Hughes, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn

NAYS: None 0

MOTION PASSED

New Business

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

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

YEAS: Council Member Ornelas, Council Member Yanez, Mayor Pro Tem 6

Hughes, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn

NAYS: None 0

MOTION PASSED

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.

Big Spring Tax Notes TWDB

Paying Agent Registrar Agreement

MOTION WAS MADE BY Council Member Yanez to approve the above captioned ordinance and agreements, seconded by Council Member Wilkerson to Approve Paying Agent Registrar Agreement.

YEAS: Council Member Ornelas, Council Member Yanez, Mayor Pro Tem Hughes, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn **6**
NAYS: None **0**

MOTION PASSED

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.

City of Big Spring Principal Forgiveness Agreement

Escrow Agreement Between the City of Big Spring, Texas and BOKF, NA, as Escrow Agent

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

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

No action was taken on the above captioned resolution at this time.

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

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

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

6

NAYS: None

0

MOTION PASSED

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

MOTION WAS MADE BY Council Member Wilkerson to approve the above captioned change order #2, seconded by Council Member Blackburn.

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

6

NAYS: None

0

MOTION PASSED

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.

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

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

6

NAYS: None

0

MOTION PASSED

Consideration and Possible Action to Appoint Members to the Following Boards:

MOTION WAS MADE BY Mayor Pro Tem Hughes to approve the below listed board appointments, seconded by Council Member Yanez.

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

6

NAYS: None

0

MOTION PASSED

CRMWD Board of Directors

Unexpired Term Ending May 31, 2026

Joel De La Garza

Charter Review Committee

District 3 - John Scott

Parks & Recreation Board

District 3 - Ron Alton

Council Input

Input

Council Member Ornelas reminded everyone to go vote as early voting is going on for the primary elections

Council Member Blackburn asks citizens not to throw trash into the recycling bins

Council Member Moreno thanked the Economic Development Board

Executive Session

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.

- Big Spring Economic Development Executive Director

The above captioned executive session was held in open session to review an employee contract for the Big Spring Economic Development Executive Director presented by the Big Spring Economic Development Board of Directors with a few changes from the previous contract.

MOTION WAS MADE BY Council Member Ornelas to accept the Big Spring Economic Development Executive Director employment contract as presented by the Big Spring Economic Development Board of Directors, seconded by Council Member Yanez.

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

6

NAYS: None

0

MOTION PASSED

Reconvene into Open Session and Take any Necessary Action on Executive Session
Action was taken in open session listed above.

Adjourn

Mayor Pro Tem Hughes adjourned the City Council meeting at 6:18 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS 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

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 1 and 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

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)



CITY OF
Big Spring

MEMORANDUM

Date: March 10, 2026

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

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

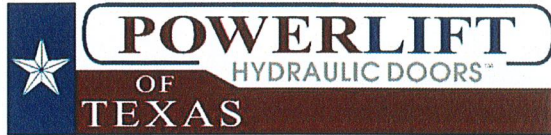
Re: Authorization for an award of a bid from Powerlift Hydraulic Doors of Texas for the Fabrication and Installation of Two (2) Hangar Doors for the Alert Hangars at McMahon-Wrinkle Airport

Staff received a quote from Powerlift Hydraulic Doors of Texas for the Fabrication and Installation of Two (2) Hangar Doors for the Alert Hangars at McMahon-Wrinkle Airport. The current doors are cantilever, and one is inoperable and is beyond repair since the gears are worn out. The Alert Hangars are leased by ABS Wind and are an integral part of their storage and repair capability at the airport.

Powerlift Hydraulic Doors of Texas are enrolled in "The Interlocal Purchasing System" and as such the opportunity does not need to be bid. Staff budgeted \$200,000.00 for the repairs on the doors and Powerlifts bid came in at \$297,868.29.

Staff recommends the bid award to Powerlift Hydraulic Doors of Texas in the amount of \$297,868.29 dollars.

The resources used for this acquisition will come from the buildings account 410-021-610-6201-000 the current balance is \$200,000.00 which was budgeted for this purpose and the remainder will be moved from the Land account 410-021-610-6100-000 \$599,916.31 dollars.



Quote / Invoice

Customer Mike Feeley
Date 10/23/2025

CUSTOMER:

Mike Feeley
Big Spring Airport, 79720
mfeeley@mybigspring.com
432-466-3385
10/23/2025

QUOTE/PROJECT DESCRIPTION

Representative: Zack Burdick
Quote ID: 10232025ZB3 Revised
Construction: Retro Steel Hangar
Notes: PLDTX to Sheet/Trim Outside of the door

DESCRIPTION

98x20	2 Quantity -	Powerlift Door (rough dimensions) - Including Installation & Equipment	\$251,438.25
		Includes Removal of Existing Doors, Adding Kickers, Columns, Headers and Top Trusses	
		Onsite Fabrication on Both Doors	
		Quote is for installation of Both Doors over course of Three Consecutive Weeks	
		Delivery & DOT Transit Fees (Includes Pilot Car, when applicable)	\$17,196.52
		Multi-Door Discount	-\$8,834.76
		Materials and Labor to Sheet/Trim Top Section above each Door (2 Doors)	\$14,003.22
		Optional Lock Valve System(s) is Included D86	
		Remote Control System - Optional Feature 2 Quantity	\$1,787.21
		Sheet Metal and Trim (26-Gauge R-Panel, U-Panel or Ag Panel) - Includes Labor and Materials	\$22,277.85
		All preliminary drawings provided are for planning purposes only.	

TERMS AND CONDITIONS

1. 25% deposit and signed contract due at time of order.
2. Balance due at installation.
3. Price includes installation and lift equipment for standard size doors.
4. Customer will provide final 220v (or otherwise noted) connections.
5. Credit Card payments will be subject to a 3% fee.
6. Customer is responsible for final door cladding (unless otherwise noted).
7. Quote is valid for 30 days.
8. Quote subject to change based on actual measurements and engineering results.

NO SIGNATURE REQUIRED - RETAIN FOR YOUR RECORDS

X _____

DEPOSIT \$74,467.08

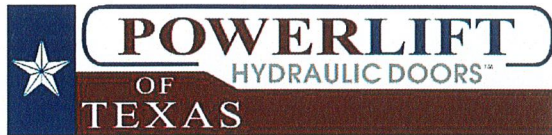
DUE AT
INSTALLATION \$223,401.21

GRAND TOTAL \$297,868.29

PAYMENTS
BALANCE DUE **\$297,868.29**

APPLICABLE TAX INCLUDED

CUSTOMER COPY



Contract

Customer Mike Feeley
Date 10/23/2025

CUSTOMER:
Mike Feeley
Big Spring Airport, 79720
mfeeley@mybigspring.com
432-466-3385
10/23/2025

QUOTE/PROJECT DESCRIPTION
Representative: Zack Burdick
Quote ID: 10232025ZB3 Revised
Construction: Retro Steel Hangar
Notes: PLDTX to Sheet/Trim Outside of the door

DESCRIPTION		
98x20	2 Quantity - Powerlift Door (rough dimensions) - Including Installation & Equipment	\$251,438.25
	Includes Removal of Existing Doors, Adding Kickers, Columns, Headers and Top Trusses	
	Onsite Fabrication on Both Doors	
	Quote is for installation of Both Doors over course of Three Consecutive Weeks	
	Delivery & DOT Transit Fees (Includes Pilot Car, when applicable)	\$17,196.52
	Multi-Door Discount	-\$8,834.76
	Materials and Labor to Sheet/Trim Top Section above each Door (2 Doors)	\$14,003.22
	Optional Lock Valve System(s) is Included D86	
	Remote Control System - Optional Feature 2 Quantity	\$1,787.21
	Sheet Metal and Trim (26-Gauge R-Panel, U-Panel or Ag Panel) - Includes Labor and Materials	\$22,277.85
	All preliminary drawings provided are for planning purposes only.	

TERMS AND CONDITIONS By signing below, you agree to the following:

1. 25% deposit and signed contract due at time of order.
2. Balance due at installation.
3. Price includes installation and lift equipment for standard size doors.
4. Customer will provide final 220v (or otherwise noted) connections.
5. Credit Card payments will be subject to a 3% fee.
6. Customer is responsible for final door cladding (unless otherwise noted).
7. Quote is valid for 30 days.
8. Quote subject to change based on actual measurements and engineering results.

x _____ x _____
Signature Date

DEPOSIT \$74,467.08

DUE AT INSTALLATION \$223,401.21

GRAND TOTAL \$297,868.29

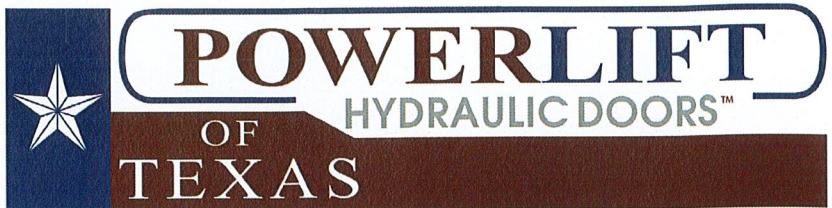
PAYMENTS

BALANCE DUE \$297,868.29

APPLICABLE TAX INCLUDED

OFFICE COPY - MUST BE SIGNED AND DATED

Zack Burdick
Sales Representative
Cell: 972-898-6603
zack@powerliftdoorstx.com



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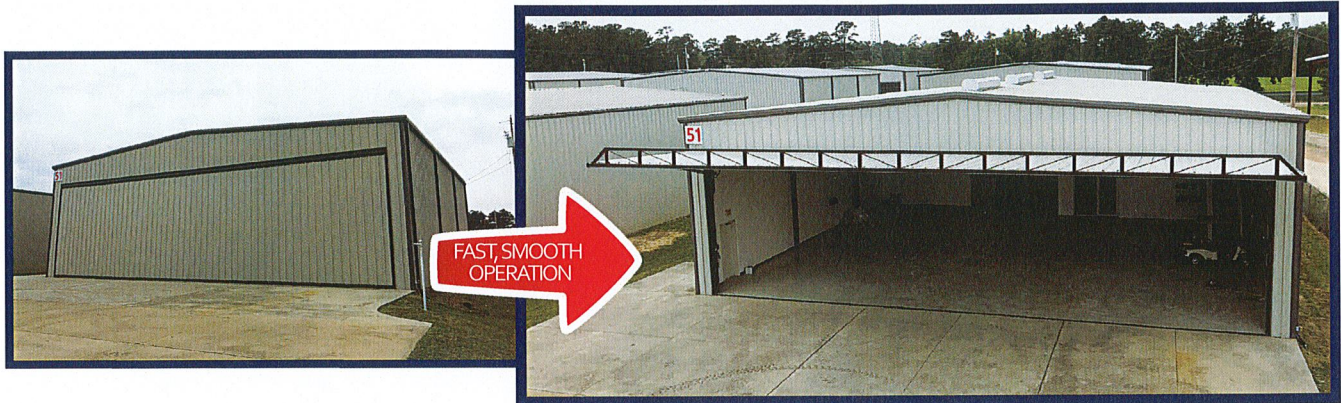
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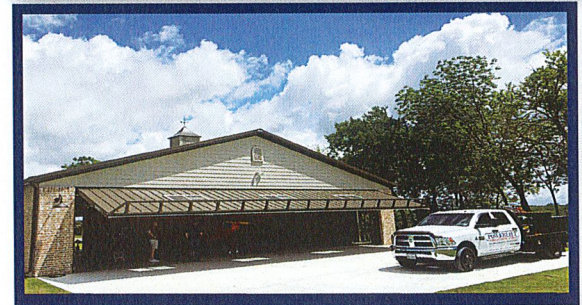
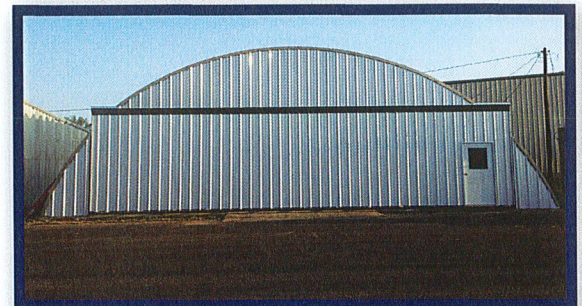
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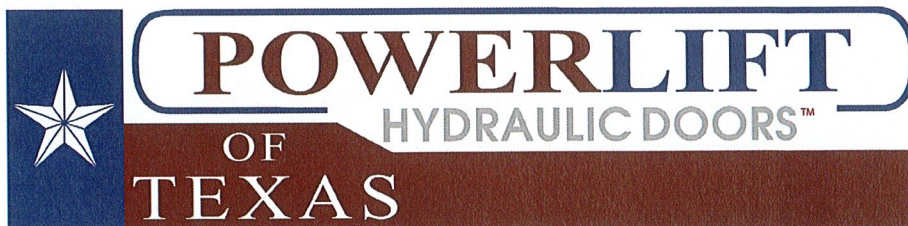
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CITY OF
Big Spring
MEMORANDUM

Date: March 10, 2026

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

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

Re: Authorization to Accept the Scope of Work and Cost Proposal Associated with the Professional/Consulting Services Agreement with Woolpert for the Rebranding of McMahon-Wrinkle Airport and the Development of a Multi-Modal Master Plan

On October 14, 2025, City Council authorized staff to issue a Request for Qualifications to select a consultant for the rebranding of McMahon-Wrinkle Airport and the development of a multi-modal master plan. This plan will integrate the airport, rail, and trucking/logistics operations into a unified framework. The City issued RFQ #26-013 on October 31, 2025, and received one proposal from Woolpert, whose qualifications make them well-suited for this project.

On December 9, 2025, City Council authorized the City Manager to negotiate and execute the Professional/Consulting Services Agreement with Woolpert.

Staff collaborated with Woolpert to develop the proposed Scope of Work. Woolpert submitted a cost proposal totaling \$561,570 for the Multi-Modal Master Plan and airport rebranding. Funding will come from \$401,000 available in account 410-021-610-6201-000, with the remaining \$160,570 appropriated from the department's fund balance and deposited into account 410-021-610-5521-003.

Staff strongly recommends approval of this project.

SCOPE OF SERVICES FOR BIG SPRING MCMAHON-WRINKLE AIRPORT (BPG) CITY OF BIG SPRING, TEXAS MULTIMODAL MASTER PLAN and AIRPORT BRANDING STUDY

INTRODUCTION

The City of Big Spring (the Sponsor) has retained Woolpert, Inc. (the Consultant) to prepare a comprehensive Multimodal Master Plan and Airport Branding program for the Big Spring McMahon-Wrinkle Airport (BPG or the Airport) in response to RFQ No. 26-013. BPG is a public, general-aviation airport located in the City of Big Spring, Texas, serving the region with private, business and local aviation operations. The Airport is an essential economic engine for West Texas and seeks to proactively position itself for strategic growth through an outlined branding strategy. The purpose of this effort is to integrate aviation, trucking/logistics, and rail transportation systems into a unified planning framework that supports freight mobility, economic development, operational efficiency, and long-term resilience of the Airport and adjacent Business Park. Additionally, and in support of the results of the Multimodal Master Plan, the Consultant will produce a Branding Study for the Airport and Business Park that will reflect the goals, objectives, approach, and tone of the Multimodal Master Plan.

This Scope of Work is structured into three primary tasks:

1. Project Management and Administration;
2. Multimodal Master Plan; and
3. Airport & Business Park Branding Program.

This structure is intended to clearly define responsibilities, establish defensible limits of work, support disciplined review and quality control, and facilitate contract administration. Task 1.0 establishes the management, coordination, review, and quality assurance framework under which all subsequent tasks are performed.

The Multimodal Master Plan (Task 2.0) establishes a coordinated, long-range strategy integrating aviation, roadway access, freight/logistics, rail infrastructure, and workforce connectivity supporting BPG and adjacent industrial areas. The planning effort will explicitly position BPG as an integrated multimodal logistics asset within the Permian Basin and Ports-to-Plains Corridor, supporting air-truck-rail integration, industrial development readiness, and grant-aligned infrastructure investment. The planning effort is data-driven, stakeholder-informed, and implementation-focused, producing a funding-ready framework aligned with the Texas Department of Transportation (TxDOT), the Federal Aviation Administration (FAA), and federal freight and infrastructure programs. Woolpert has engaged the TGB Group to support the multimodal planning effort.

The Airport & Business Park Branding Program (Task 3.0) is a planning-aligned communications and positioning effort developed in direct coordination with the Multimodal Master Plan. This task is not a standalone marketing exercise. Instead, it functions as decision-support infrastructure intended to align customer experience, messaging, naming, and visual identity with documented infrastructure investments, operational realities, and long-term economic development objectives. The branding program supports informed decision-making, public justification of investments, and consistent communication with investors, regulators, elected officials, and the community.

Together, these tasks form an integrated planning and communications program designed to strengthen operational credibility, improve access and first impressions, support economic development, and position the Airport and Business Park as essential, investment-ready transportation infrastructure for West Texas and the Permian Basin region.

TASK 1.0 STUDY DESIGN / PROJECT MANAGEMENT

The Consultant has the overall and primary responsibility for the preparation of the BPG Multimodal Master Plan and Airport Branding program and will conduct the efforts professionally, utilizing experienced staff and sub-consultants throughout the project to assure quality and the timely performance of scoped tasks. Note that the Consultant will be supported by sub-consultant TGB Group to support the rail elements of the Multimodal Planning effort.

1.1 Initial Project Coordination and Planning.

This Task consists of the finalization of the Scope of Work, project schedule, and consultant fee for review by the Airport Sponsor. The Consultant will produce a Draft Scope of Work for Sponsor review and comment. The Consultant will then hold ONE (1) video conference meeting with the Sponsor to review the draft Scope of Work, as well as to identify / confirm project goals, key issues, current airport activities and trends, and any other relevant considerations.

1.2 Prepare Project Scope of Work and Contract.

Following this meeting, the Consultant will produce and provide a Draft Final Scope of Work and cost proposal spreadsheet to the Sponsor for their review and use. Revisions to the Draft Final Scope of Work, project schedule, and fee may be necessary to respond to the Sponsor's comments, to arrive at the final negotiated Scope of Work, project schedule, and fee. Note that the final project schedule is included in Attachment A, and the final project fee is included in Attachment B. This task also includes drafting the contract for the work to be completed by the Consultant for the Sponsor once negotiations are complete.

1.3 Provide Project Coordination.

This task consists of coordinating, negotiating and contracting with the Consultant that prepare specific tasks in the scope of work. The Consultant will oversee the sub-consultant's efforts, quality of work, and deadlines. Sub-consultant work will be reviewed and edited by the Consultant who will also review and submit monthly invoices from sub-consultants, which will then be reviewed and processed by the Sponsor.

The Consultant will provide project management and coordination services to ensure the completion of the project. These duties include:

- ➔ Time the Consultant spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- ➔ The Consultant will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- ➔ Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- ➔ The Consultant will prepare and submit monthly invoicing.

The Consultant will also complete the following tasks:

- ➔ Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- ➔ Submit for acceptance and maintain, a schedule detailing the scheduled performance of the work.
- ➔ Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

Task 1.0 Summary & Deliverables:

Task Product(s): An accepted Scope of Work, project schedule (see Attachment A), and project fee (see Attachment B); ONE (1) scoping meeting, and signed contractual agreements with all relevant parties to the study.

Sponsor Task Responsibilities: The Sponsor will actively coordinate with the Consultant on providing detailed project goals and objectives, and on reviewing and commenting on the Scope of Work; will participate in ONE (1) scoping meeting; and will actively work to execute contracts

Consultant Task Responsibilities: The Consultant will actively coordinate with the Sponsor, to establish a final Scope of Work, project schedule, and project fee; will conduct ONE (1) scoping meeting; and will actively work to execute contracts.

TASK 2.0 MULTIMODAL MASTER PLAN

The Multimodal Master Plan will establish a coordinated, long-range strategy integrating aviation, roadway access, freight/logistics, rail infrastructure, and workforce connectivity supporting the Big Spring McMahon-Wrinkle Airport (BPG) and adjacent industrial areas. The work will be implementation-oriented and structured to produce a clear, fundable roadmap aligned with TxDOT, FAA, and relevant federal programs.

Work under Task 2.0 will be delivered through a phased planning process, progressing from baseline assessment to alternatives development, preferred plan selection, and final documentation.

Task 2.1 Existing Conditions and Baseline Assessment

The Consultant will document existing multimodal conditions affecting access to BPG, freight movement, rail opportunities, and workforce connectivity. The purpose of this task is to establish a defensible baseline and clearly define needs that the alternatives and implementation plan will address.

This task will rely primarily on available datasets and plans, supplemented by targeted field verification.

2.1.1 Data Assembly and Document Review

The Consultant will collect and review available background information provided by the Sponsor and public sources. This subtask is intended to ensure the planning process begins with a shared understanding of existing conditions and constraints.

- Compile available plans, mapping, and relevant background materials
- Review available traffic and freight-related data sources (as available)
- Assemble baseline GIS layers and mapping inputs to support exhibits

2.1.2 Field Verification The Consultant will conduct targeted site reconnaissance to confirm key access, circulation, freight, and rail adjacent conditions. This effort will be scoped to support planning-level documentation and does not include detailed engineering survey.

- Observe primary airport and business park access routes
- Identify major circulation, safety, and freight movement issues
- Confirm key locations for mapping and concept development

2.1.3 Roadway Access and Freight Operations Review

The Consultant will review roadway access and freight operations serving BPG and adjacent industrial areas. The intent is to identify planning-level deficiencies and opportunities affecting safety, mobility, and development readiness.

- Review key access corridors and internal circulation patterns

- Identify operational bottlenecks and access management concerns
- Review safety performance using readily available crash history (if available)
- Document freight routing issues and conflicts between trucks and passenger vehicles

2.1.4 Rail Infrastructure and Intermodal Opportunities Review

With support from the rail subconsultant, the Consultant will document existing rail infrastructure and identify planning-level opportunities for improved rail utilization and multimodal connectivity. This review will specifically consider known operational constraints and considerations such as the Union Pacific rail switch serving the north side of the Airport, including planning-level coordination considerations with Union Pacific and Federal Railroad Administration (FRA). This task is conceptual and does not include rail design.

- Document existing rail alignment, access points, planning-level constraints and opportunities, including Union Pacific coordination considerations, FRA-related planning factors, and conceptual switch/access enhancement opportunities (no engineering design included).
- Identify potential air-truck-rail integration concepts for later alternatives screening

2.1.5 Constraints Review (Environmental and Drainage – Planning Level)

The Consultant will identify major environmental and drainage constraints that may influence feasibility of multimodal improvement concepts. This review will be planning-level and based on available mapping and known conditions.

- Identify major drainage patterns or constraints that could influence access improvements
- Document constraints that may affect concept feasibility or cost

2.1.6 Existing Plans, Policies, and Capital Program Review

The Consultant will review relevant City and airport plans and policies that influence multimodal planning, freight mobility, and economic development. This review will be used to support alignment and implementation readiness.

- Summarize relevant planning and policy documents affecting the project area
- Identify known programmed or planned improvements that relate to access and mobility
- Note opportunities for coordination and implementation sequencing

Task 2.1 Summary & Deliverables

Task Product(s):

- Existing Conditions and Baseline Assessment Memorandum (PDF) structured for reuse in future grant applications and funding justifications, including FAA, TxDOT, FRA, INFRA, Infrastructure Investment and Jobs Act (IIJA), and corridor-based programs
- Embedded mapping exhibits (PDF) suitable for grant support
- Supporting GIS mapping layers (ESRI shapefiles) included in memorandum

Sponsor Task Responsibilities:

- Provide available plans, mapping, and background information
- Review baseline findings and confirm key priorities

Consultant Task Responsibilities:

- Assemble and review baseline data and documentation
- Conduct targeted field verification
- Prepare the Existing Conditions and Baseline Assessment Memorandum

Task 2.2 Stakeholder Engagement

Stakeholder engagement will be milestone-based and focused on confirming needs, refining alternatives, and building alignment around a preferred multimodal strategy. Engagement under Task 2.2 will be coordinated with the Airport Branding effort to streamline outreach, minimize duplication, and ensure unified messaging. Engagement will include rail partners, major industrial employers, Economic Development Corporation representatives, TxDOT, FAA, and targeted invitations and/or briefings with state and federal elected officials to support grant readiness and funding advocacy.

2.2.1 Stakeholder Meeting #1 — Visioning and Needs Assessment

The Consultant will facilitate a milestone meeting to introduce the project, summarize baseline conditions, and gather input on key multimodal challenges and priorities.

- Project overview and purpose
- Baseline conditions summary
- Facilitated discussion and input collection

2.2.2 Stakeholder Meeting #2 — Alternatives and Concepts Review

The Consultant will facilitate a milestone meeting to present multimodal alternatives and gather feedback to support refinement and selection of preferred strategies.

- Presentation of alternatives and concept exhibits
- Discussion of tradeoffs, feasibility, and priorities
- Documentation of feedback to inform preferred plan development

2.2.3 Stakeholder Meeting #3 — Draft Plan and Implementation Strategy

The Consultant will facilitate a milestone meeting to present the draft plan, recommended strategies, phasing, and implementation framework, and to support consensus for plan adoption.

- Presentation of draft recommended strategies
- Review of phasing and planning-level cost ranges
- Discussion of implementation priorities and next steps

Task 2.2 Summary & Deliverables

Task Product(s):

- Meeting agendas (PDF) (three meetings)
- Meeting presentation deck (PowerPoint and PDF) (three meetings)
- Meeting summary memorandums (PDF) (three milestone meetings)

Sponsor Task Responsibilities:

- Assist with stakeholder identification, invitations, meeting coordination, and any required public notice or advertising
- Provide venue or virtual meeting access, as applicable
- Provide consolidated comments on meeting materials

Consultant Task Responsibilities:

- Prepare agendas and presentation materials
- Facilitate meetings and document input
- Incorporate key input into alternatives and plan development

Task 2.3 Alternatives Development & Evaluation

The Consultant will develop and evaluate multimodal improvement alternatives addressing needs documented in Task 2.1 and confirmed through stakeholder engagement. Alternatives will be developed at a planning / concept level sufficient to support screening, comparison, and selection of preferred strategies. This task does not include the following elements:

- Traffic counts, turning movement counts, microsimulation, LOS analysis unless separately authorized
- Engineering survey, geotech, drainage modeling, preliminary engineering plans, or design drawings
- NEPA documentation or formal environmental determination
- Rail engineering, track design, or railroad operational analysis
- Detailed grant applications (only readiness guidance)

2.3.1 Alternatives Development

The Consultant will develop a set of planning-level alternatives that may include:

- Roadway access and circulation improvement concepts
- Freight routing and logistics concepts (conflict reduction, circulation, staging)
- Airport access concepts supporting safety and operational efficiency
- Rail integration and multimodal concepts (planning level)

2.3.2 Concept Exhibits and Feasibility Screening

The Consultant will prepare planning-level concept exhibits and screen alternatives for feasibility and implementability.

- Prepare concept-level exhibits sufficient for communication and evaluation
- Screen for major right-of-way, drainage, and land-use constraints

- Identify concepts appropriate for refinement as preferred strategies

2.3.3 Comparative Evaluation

The Consultant will evaluate alternatives using a planning-level framework that considers safety, operational performance, freight mobility, rail opportunity, implementability, and stakeholder priorities.

- Develop an evaluation matrix and summary findings
- Use stakeholder input to refine priorities and tradeoffs
- Identify a recommended set of preferred strategies

Task 2.3 Summary & Deliverables

Task Product(s):

- Multimodal Alternatives Evaluation Memorandum (PDF)
- Concept exhibits and evaluation matrix (included in memorandum)
- Concept exhibits within memorandum will include a minimum of one (1) plan-view exhibit per alternative suitable for planning-level communication (PDF)

Sponsor Task Responsibilities:

- Review alternatives and provide direction on preferred strategies

Consultant Task Responsibilities:

- Develop, screen, and evaluate alternatives
- Prepare the Alternatives Evaluation Memorandum

Task 2.4 Preferred Multimodal Plan & Implementation Framework

The Consultant will refine preferred strategies and develop an implementation framework including phasing, planning-level cost ranges, and funding readiness guidance. The intent is to provide a clear roadmap for the City and Airport to advance projects through future engineering and funding programs.

2.4.1 Preferred Strategies

The Consultant will refine the preferred multimodal strategies selected through Task 2.3 and stakeholder engagement.

- Finalize preferred strategy set for roadway, freight, airport access, and rail integration
- Prepare narrative and exhibits describing each strategy at a planning level
- Capital Improvement Program

2.4.2 Project Phasing (5-Year / 10-Year / 20-Year)

The Consultant will develop a phased improvement program organized into near-, mid-, and long-term horizons.

- Project listing
- Near-term (0–5 years), Mid-term (5–10 years), Long-term (10–20 years)
- Phasing based on feasibility, dependencies, and implementation readiness

2.4.3 Planning-Level Cost Ranges

The Consultant will prepare planning-level cost ranges sufficient to support prioritization and funding discussions.

- Order-of-magnitude cost ranges for preferred strategies
- Identification of major cost drivers where feasible

2.4.4 Funding and Grant Readiness Guidance

The Consultant will identify potential funding pathways and provide high-level guidance to support grant readiness.

- Identify potential TxDOT, FAA, and relevant federal funding alignment
- Document project readiness considerations and recommended next steps
- Identify implementation responsibilities and project leads

Task 2.4 Summary & Deliverables**Task Product(s):**

- Draft Multimodal Master Plan (PDF) including preferred strategies, phasing, and cost ranges
- Implementation and Funding Strategy section to be included in the draft plan
- Capital Improvement Program table summarizing projects, phasing horizon, planning-level cost range, and funding alignment (PDF) included within the draft plan

Sponsor Task Responsibilities:

- Review and provide consolidated comments on draft plan

Consultant Task Responsibilities:

- Prepare draft plan content and implementation framework
- Incorporate Sponsor input and stakeholder feedback

Task 2.5 Final Deliverable: Multimodal Planning Report

The Consultant will finalize the Multimodal Master Plan ~~incorporating~~[Incorporating](#) Sponsor comments and final stakeholder input. The final plan will be suitable for City and Airport adoption and will provide a practical roadmap for advancing multimodal improvements.

2.5.1 Final Plan and Adoption Support

The Consultant will prepare final deliverables and support adoption through presentations to the Aviation Advisory Board and the City Council. (These meetings will be coincidental or consecutive on the same day.)

- Finalize plan document and exhibits
- Provide final electronic deliverables
- Prepare final presentation materials
- Present final plan to the Aviation Advisory Board and City Council (as defined in the SOW)

Task 2.5 Summary & Deliverables

Task Products:

- Final Multimodal/Intermodal Master Plan (PDF and three (3) hard copies in three-ring binders)
- Standalone Executive Summary (PDF)
- One-Page Summary Graphics (PDF)
- Grant-Ready Mapping Exhibits (PDF)
- Elected Official Briefing Deck (PPT and PDF)
- Website-Ready Content Package (PDF)
- Final presentation materials (PPT and PDF)
- Final GIS datasets and mapping exhibits developed during the planning process including feature classes, shapefiles, metadata, and conceptual alignments.
- Presentation of the final deliverables to the Aviation Advisory Board and the City Council. (These meetings will be coincidental or consecutive on the same day.)

Sponsor Task Responsibilities:

- Provide consolidated review comments on draft final plan
- Coordinate scheduling for adoption presentations

Consultant Task Responsibilities:

- Incorporate Sponsor comments and finalize deliverables
- Prepare final presentation materials and support adoption presentations

Task 2.0 Summary & Deliverables:

Task Product(s): See the Task 2.0 Meetings & Deliverables Table for a complete listing of deliverables and coordination meetings produced under this task. Meetings described herein are coordination-based and intended to support development, review, and alignment of deliverables; they are not intended to represent a fixed number of meetings unless explicitly stated elsewhere in this Scope of Work.

Sponsor Task Responsibilities: The Sponsor will actively support and participate in Task 2.0 by providing timely input, coordination, and decision-making necessary to advance the work. Sponsor responsibilities include:

- Providing available plans, data, mapping, and background information
- Assisting with stakeholder identification and meeting coordination
- Participating in milestone meetings and provide consolidated review comments
- Providing direction on preferred strategies and implementation priorities
- Coordinating scheduling for adoption presentations

Consultant Task Responsibilities: The Consultant will be responsible for planning, coordinating, and delivering all work elements under Task 2.0 in accordance with this Scope of Work. Consultant responsibilities include:

- Assembling and analyzing baseline data and conduct targeted field verification
- Planning and facilitating stakeholder engagement activities
- Developing, evaluating, and refining multimodal alternatives
- Preparing draft and final Multimodal Master Plan deliverables
- Incorporating Sponsor and stakeholder input
- Preparing presentation materials and supporting plan adoption
- Delivering final GIS datasets and planning-level exhibits

Meetings & Deliverables Table			
Task	Key Meetings	Primary Deliverables	Format
Task 2.1 — Existing Conditions & Baseline Assessment	- Internal coordination / findings check-in	- Existing Conditions & Baseline Assessment Memorandum; Baseline Mapping Exhibits	Memorandum with embedded exhibits / PDF
Task 2.2 — Stakeholder Engagement	- Milestone Meeting #1 (Vision & Needs) (in person) - Milestone Meeting #2 (Alternatives) (in person) - Milestone Meeting #3 (Draft Plan & Implementation) (in person)	- Meeting Agendas, Presentations, and Summaries (3)	PPT and summary memoranda / PDF
Task 2.3 — Alternatives Development & Evaluation	- Alternatives review meeting (virtual)	- Multimodal Alternatives Evaluation Memorandum; Concept Exhibits; Evaluation Matrix	Memorandum with exhibits / PDF
Task 2.4 — Preferred Multimodal Plan & Implementation Framework	- Preferred strategy coordination meeting (virtual)	- Draft Multimodal Master Plan (preferred strategies, phasing, cost ranges); Implementation & Funding Strategy Section	Draft report / PDF
Task 2.5 — Final Multimodal Planning Report	- Aviation Advisory Board presentation (in person) - City Council presentation (in person)	- Final Multimodal Master Plan; Final Presentation Materials; Final GIS Datasets & Mapping Exhibits	Final report (three hard copies) / PDF / PPT / GIS files

TASK 3.0 AIRPORT & BUSINESS PARK BRANDING PROGRAM

This task defines a comprehensive, aviation-focused branding and communications effort undertaken in direct coordination with the Airport's broader planning initiatives, including a concurrent multimodal transportation and industrial development study. This task is not a standalone marketing exercise; it is a strategic planning support effort intended to align perception, experience, and communication with documented infrastructure investment, access improvements, and long-range development objectives.

The Airport and Business Park are located in West Texas on the eastern edge of the Permian Basin, a region characterized by energy production, logistics activity, and long-haul freight movement. The site occupies a strategically significant multimodal position that includes:

- A general aviation airport with available land and on-airport rail service
- A rail line serving industrial users on and adjacent to airport property
- Immediate adjacency to the intersection of two Interstate highways
- Direct access to one of those Interstates as part of the emerging Ports-to-Plains Corridor, a nationally significant north-south trade route

From a multimodal and economic development perspective, the Airport, rail infrastructure, highway system, and Business/Industrial Park must be understood and communicated as one integrated logistics and economic system to support coordinated investment, compatible land use, and long-term operational integrity. Accordingly, the brand system developed under Task 3.0 must be sufficiently dynamic and flexible to represent aviation, rail, trucking, and industrial development—without fragmenting into disconnected messages or identities.

Task 3.0 is structured to ensure that branding decisions are sequenced appropriately within the overall planning effort. Strategy and messaging are informed first by operational reality, physical infrastructure, access, and user experience, and only then translated into visual identity and communications tools. This sequencing supports credibility with investors, regulators, elected officials, and the public, and ensures long-term value from public investment.

This program explicitly supports required elements including airport rebranding and potential name change, regulatory publication updates, entrance and wayfinding strategy, public and stakeholder outreach, and integration with broader multimodal and economic development planning efforts.

This effort goes beyond cosmetic branding; the work is designed to function as decision-support infrastructure—helping prospects, elected officials, partners, and the community quickly understand value, readiness, and long-term return on investment. The program is grounded in the principle of “Experience Before Identity,” meaning that customer experience, access, operations, and service conditions are evaluated and aligned prior to finalization of visual identity and external messaging. This ensures that what people see, feel, and experience fully supports the story the brand tells. It is also critical to recognize that BPG's fixed base operator (FBO), Galaxy FBO, will be a key contributor and partner within this effort.

The ultimate outcome of Task 3.0 is a credible, aviation appropriate, and multimodal ready brand system that supports planning objectives, strengthens economic development efforts, and clearly

communicates the Airport and Business Park's role as essential transportation and economic infrastructure within West Texas and the Permian Basin region.

Task 3.1 Discovery & Brand Foundations

This task establishes a grounded understanding of operational realities, development goals, political context, and user experience to inform branding and messaging decisions. The Consultant will gather input from those responsible for airport operations, economic development, transportation planning, and public decision making. The objective is to align branding with policy direction, regulatory considerations, and long-term development priorities. This will include the following elements:

- The Consultant will conduct an in-person project kickoff meeting that includes project schedule, goals & outline, among others
- The Airport will provide the Consultant with a guided tour of BPG, the Business Park, and the available development lands, including those owned by the City and Economic Development Corporation
- The Consultant will review ~~of~~ the BPG Airport Layout Plan (ALP) and development plans
- The Consultant will take a self-guided City tour to better capture the essence of Big Spring
- The Consultant will conduct structured stakeholder interviews with Airport leadership, City leadership, Big Spring Economic Development Corporation (EDC) representatives, Airport Board members, and key planning partners, key tenants including Galaxy management. (All interviewees will be identified by the Airport)
- The Consultant will document strategic objectives, political considerations, and growth constraints
- The Consultant will produce alignment around the Airport and the Business Park as long-term economic infrastructure rather than short-term incentive tools
- The Consultant will provide input to the Airport to support City Council and advisory committee discussions
- The Consultant will conduct an arrival, access, and wayfinding evaluation from a Customer Experience perspective
- The Consultant will review of existing marketing materials and digital presence
- The Consultant will establish brand foundations working discussion with the assistance of the Airport
- The Consultant will produce a Brand Foundations Memorandum in a PDF format that will be a concise document that summarizes:
 - Strategic positioning themes
 - Strengths, risks, and opportunities
 - Market observations
 - Key brand direction recommendations
 - Preliminary naming considerations
 - Customer service/experience evaluation
- The Consultant will conduct follow-up coordination via Teams meetings as needed

Task 3.2 Brand Strategy, Positioning & Messaging

This task will translate foundational insights established within Task 3.1 into a clear, defensible positioning platform aligned with economic development and political considerations. It will describe the purpose of the Airport, Business Park, and associated EDC lands, their roles in the regional transportation network, and their economic importance. This strategic clarity is essential for investors, tenants, regulators, funding partners, and elected officials. This task will include the following elements:

- The Consultant will conduct a strategy discussion (via MS Teams) built upon findings in the Brand Foundations Memorandum from Task 3.1
- The Consultant will conduct a messaging development session
- The Consultant will conduct a market, peer, and competitor positioning review that will be designed to be targeted and concise
- The Consultant will facilitate an Airport name and identifier-change discussion, including identifying any regulatory considerations
- The Consultant will produce a Consolidated Strategy Brief in a PDF format. This document will become the strategic backbone for all design and communications, and incorporates the following components:
 - Brand architecture framework and relationships (Airport & Business Park independently versus as an integrated system)
 - Brand promise and value proposition with clear articulation of what the Airport and Business Park consistently deliver
 - A description of the customer experience
 - 3–5 brand pillars that guide behavior, messaging, and design
 - Audience-specific messaging framework for investors, tenants, pilots, freight and logistics users, elected officials, partners, and the community
 - Airport narrative & elevator pitch that leadership and staff can use consistently across settings
 - Economic impact & political messaging summary to equip leadership with clear, defensible language to communicate public value and justify investment
 - Airport name change and ICAO airport identifier recommendations and action items/strategies:
 - Required updated FAA Form 5010 materials
 - Chart supplements
 - Digital navigation databases
 - Transition period communication supporting airport name change while preserving continuity and recognition to pilots and community.

Task 3.3 Visual Identity & Creative Development

This task includes the development of a professional, aviation-appropriate identity system reflecting strategy and supporting multimodal and business park positioning. It will function across airside, landside, rail adjacent, and ~~highway-oriented~~ highway-oriented contexts, while supporting safety, clarity, and regulatory compatibility. This task will include the following elements:

- The Consultant will conduct a customer experience and design concept review meeting (via MS Teams)
- The Consultant will develop up to three (3) initial logo concepts
- The Consultant will provide up to three (3) refinement cycles of the selected concept
- The Consultant will facilitate a wayfinding signage concept coordination discussion
- The Consultant will produce a Design Summary Package in a PDF format incorporating the following components:
 - Logo system concepts (primary, secondary, icon versions)
 - Color palette & typography system
 - Supporting graphic and visual identity elements
 - Signage & wayfinding concept strategy (conceptual level) *Note: Signage design is conceptual only and does not include engineering drawings or construction documents.*

Task 3.4 Brand Applications, Templates & Operational Branding

This task will apply the identity system to essential operational materials to ensure a consistent rollout. This system will apply to everyday operational tools and materials to ensure consistency, clarity, and professionalism across Airport and Business Park functions. These applications support daily operations, external communications, and internal alignment. This task will include the following elements:

- The Consultant will conduct a coordination meeting (via MS Teams)
- The Consultant will conduct a final logo approval session
- The Consultant will coordinate implementation strategies
- The Consultant will produce a suite of deliverables produced in PDF, PPT, and image formats suitable for implementation. These will include the following:
 - Administrative templates (letterhead, business card, PowerPoint)
 - Digital assets and web header concepts
 - o Domain name implications
 - o URL redirect strategy
 - o Social media handle changes
 - o Email address migration guidance
 - Key signage mockups (gateway, directional, on-site)
 - Vehicle and equipment graphics (conceptual)
 - Staff apparel branding guidance
 - Public-facing materials supporting outreach and awareness

Task 3.5 Brand Launch, Rollout, and Long-Term Stewardship

This task will provide practical governance tools and rollout guidance to protect long-term brand integrity. This task will include the following elements:

- The Consultant will conduct an in-person stakeholder presentation to City, EDC, Galaxy, BPG leadership, at the discretion of the Airport.
- The Consultant will produce a Combined Brand Standards & Rollout Manual in a PDF format. This will include the following:
 - Comprehensive brand standards manual
 - o Logo usage, spacing, color, and typography rules
 - o Design system guidance for consultants, vendors, and future projects
 - Customer experience alignment guidance
 - Media templates
 - Leadership talking points
 - o Economic Impact Messaging Tools
 - o Elected Officials Materials
 - PR & Economic Development messaging toolkit (condensed)
 - o Airport as a public utility and community asset
 - o Talking points for City Council, EDC Board, state representatives, and congressional offices to achieve legislative engagement
 - Phased rollout and implementation plan
 - o A structured internal brand alignment session for staff and board
 - Brand governance framework
 - o To guide brand use across City, Airport, and partner organizations
 - Funding and community alignment strategies

Task 3.0 Summary & Deliverables:

Task Product(s): See the Task 3.0 Meetings & Deliverables Table for a complete listing of deliverables and coordination meetings produced under this task. Meetings described herein are coordination-based and intended to support development, review, and alignment of deliverables; they are not intended to represent a fixed number of meetings unless explicitly stated elsewhere in this Scope of Work.

Sponsor Task Responsibilities: The Sponsor will actively support and participate in Task 3.0 by providing timely input, coordination, and decision-making necessary to advance the work. Sponsor responsibilities include:

- Providing strategic direction, policy input, and operational context relevant to Airport and Business Park branding and positioning.
- Supplying available background materials, data, plans, policies, and documentation requested by the Consultant to support the work.
- Providing a listing of key stakeholders for engagement as well as a location for any stakeholder meetings in addition to any required advertising.
- Participating in coordination meetings, workshops, and review sessions as specifically described under Task 3.0.
- Providing consolidated review comments on draft and draft-final deliverables in a timely manner, with a goal of no more than one formal review cycle at each stage.
- Identifying a primary point of contact to facilitate coordination between the Consultant, Airport staff, City staff, and partner organizations.

- Assisting with scheduling meetings, identifying appropriate participants, and providing venues or virtual meeting access as required.
- Making final decisions and approvals related to branding direction, messaging, and name-change considerations, including execution of any required regulatory submissions.

Consultant Task Responsibilities: The Consultant will be responsible for planning, coordinating, and delivering all work elements under Task 3.0 in accordance with this Scope of Work. Consultant responsibilities include:

- Managing and executing all Task 3.0 activities in coordination with concurrent multimodal planning efforts to ensure alignment and consistency.
- Preparing an initial Draft of each Task 3.0 deliverable for Sponsor review and comment.
- Incorporating Sponsor comments into a Draft Final version of each deliverable for subsequent review.
- Conducting one additional internal quality control and consistency review following receipt of Draft Final comments, prior to issuance of Final deliverables.
- Planning and facilitating coordination meetings, workshops, and review sessions necessary to develop and refine Task 3.0 deliverables.
- Conducting analysis, synthesis, and documentation required to support branding, messaging, and visual identity decisions.
- Preparing and submitting all final deliverables identified in the Task 3.0 Meetings & Deliverables Table.
- Ensuring that all branding, messaging, and visual systems are appropriate for an aviation and multimodal environment and aligned with long-term planning objectives.
- Providing documentation support related to potential airport name change and associated FAA and TxDOT coordination, as described in Task 3.2.
- Maintaining consistency, quality control, and professional standards across all Task 3.0 deliverables.
- Supporting phased implementation planning and long-term brand stewardship guidance as described under Task 3.5.

Meetings & Deliverables Table			
Task	Key Meetings	Primary Activities	Deliverables
Task 3.1 — Discovery, Engagement & Brand Foundations	- MEETING ONE – (<i>In person</i>) - Project kickoff - Stakeholder interviews - Project schedule & outline - Tours of Airport, Business Park, available land, & City - Review of ALP	- Stakeholder & leadership interviews (<i>key tenants, Galaxy management, City, EDC, etc.</i>) - Brand foundations insight discussion - Arrival, access and wayfinding review - development plans / goals	Memoranda and follow up via subsequent Teams Meeting with Mike
Task 3.2 — Brand Strategy, Positioning & Messaging Platform	- MEETING TWO – (<i>Teams</i>) - Follow up on summary findings from Task 3.1 activities. - Fresh discussion of strategy, messaging, and name-change	- Brand architecture framework - Brand promise & value proposition - Brand pillars; audience-specific messaging framework - Customer experience - Market, peer & competitor review - Airport narrative & elevator pitch - Economic Impact & political messaging - Name-change recommendation & regulatory documentation support	Narrative briefs and frameworks / PDF
Task 3.3 — Visual Identity System & Creative Development	- MEETING THREE – (<i>Teams</i>) - Design concept review - Wayfinding signage coordination	- Logo system concepts - Color palette & typography system - Graphic elements & visual motifs - Signage & wayfinding concept strategy	3 initial logo concepts with up to 3 refinements Concepts and design summaries / PDF
Task 3.4 — Brand Applications, Templates & Operational Guidelines	- MEETING FOUR – (<i>Teams</i>) - Logo finalization - Implementation coordination	- Brand application templates - Staff wardrobe & appearance guidance - Digital and signage mockups - Vehicle and equipment graphics	PDF, PPT, and image formats
Task 3.5 — Brand Launch, Rollout, and Long-Term Stewardship	- MEETING FIVE – (<i>In person</i>) - Presentation to City, EDC, Galaxy, Key Stakeholders.	- Comprehensive brand standards & customer experience manual - PR, economic development & political communications toolkit - Media templates - Leadership talking points - Brand Rollout & Implementation Plan - Brand Governance Guidance - Funding and community alignment strategies	Standards manual and various templates, toolkits, and talking points outlined 3.5 / PDF

Schedule

The Consultant will commence work upon receipt of a written Notice to Proceed (NTP) issued by the Sponsor. The Consultant anticipates that all services described in this Scope of Work will be completed within twelve (12) months of the issuance of the Notice to Proceed.

The project schedule is based on timely review, coordination, and decision-making by the Sponsor and participating stakeholders, as well as the availability of required data, agency coordination, and meeting scheduling. The schedule may be adjusted, as mutually agreed upon by the Sponsor and the Consultant, to accommodate changes in scope, review durations, external agency coordination, or other factors beyond the Consultant's reasonable control.

Fee

The Consultant will perform the services described in this Scope of Work for a lump-sum, not-to-exceed fee as set forth in **Attachment A**, which is incorporated herein by reference. The lump-sum fee is based on the scope, assumptions, level of effort, and schedule described in this document.

The lump-sum fee includes all labor, overhead, profit, and direct expenses necessary to complete the work as defined in this Scope of Work. Payment shall be made based on progress invoicing consistent with the agreed-upon schedule and invoicing requirements.

Any services requested by the Sponsor that are outside the scope described herein, or that materially alter the assumptions upon which the lump-sum fee is based, shall be considered additional services and shall require prior written authorization from the Sponsor and execution of a written amendment to this Scope of Work, including an agreed-upon adjustment to the fee and/or schedule.



Attachment A – Project Fee



AIRPORT: Big Spring Mc Mahon-Wrinkle Airport
AIP/PROJ. NO.:
PROJECT NAME: Multimodal Master Plan & Branding Program
DATE: March 3, 2026

LABOR HOUR BREAKDOWN											
TASK			LABOR CATEGORY								
	Start Date XX/XX/XXXX	End Date: XX/XX/XXXX	Pgrm Dir/II	Planner Project Mgr IV	Planner Project Mgr IV	Planner II	Project Coordinator I				Phase Item Costs
1.0 Study Design/Project Management			Karl Campbell	James Yeksis	Dale Miller	Seth Marney	Judy Buyer				
1.1 Initial Project Coordination and Planning	4		4	8	8	8					\$ 8,000.00
1.2 Prepare Project Scope of Work and Contract	4		4	8	12	12	8				\$ 11,900.00
1.3 Provide Project Coordination	8		8	24	24	24	40				\$ 28,700.00
						</					

Fee Breakdown	Total Hours	Billing Rate	Total Cost
Labor Category			
115 Study Design/Project Management			
Project De Int	16 hrs	x \$ 305.00 /hr = \$	5,000.00
Planner Project Mgr IV	40 hrs	x \$ 305.00 /hr = \$	12,200.00
Planner Project Mgr V	44 hrs	x \$ 305.00 /hr = \$	13,420.00
Planner I	44 hrs	x \$ 305.00 /hr = \$	13,420.00
Planner II	48 hrs	x \$ 305.00 /hr = \$	14,640.00
Project Coordinator I	48 hrs	x \$ 150.00 /hr = \$	7,200.00
SUBTOTAL	192 hrs	SUBTOTAL \$	48,440.00
Reimbursables			
Auto Rental	Day	x \$ 130.00 /Day=	
adding 1 Tax & Fees	Day	x \$ 140.00 /Day=	
Per Diem	Day	x \$ 68.00 /Day=	
Travel & Airline Costs	Trip	x \$ 500.00 /Trip=	
SUBTOTAL		SUBTOTAL \$	-
			48,440.00

TASK					
	Start Date:	XX/XX/XXXX	End Date:	XX/XX/XXXX	
2.0 Multimedial Master Plan					
2.2-1 Existing Conditions and Baseline Assessment					
2.2.1.1 Data Assembly and Document Review		30	5	5	6
2.2.1.2 Field Verification		20	5	5	15
2.2.1.3 Roadway Construction and Freight Operations Review		20	20	25	25
2.2.1.4 Rail Infrastructure and Intermodal Opportunities Review		10	5	10	8
2.2.1.5 Constraints Review		10	2	0	7
2.2.1.6 Existing Plans, Policies, and Capital Program Review		30	5	5	15
2.2 Stakeholder Engagement					
2.2.1 Public Meeting #1 – Visioning and Needs Assessment		25	3	2	3
2.2.2 Public Meeting #2 – Project Goals and Objectives Review		25	3	3	18
2.2.3 Public Meeting #3 – Draft Plan and Implementation Strategy		25	3	2	18
2.3 Concept-Level Layouts and Feasibility Screening					
2.3.1 Alternatives Development & Evaluation		54	20	25	30
2.3.2 Concept Exhibits and Feasibility Screening		39	15	15	30
2.3.3 Comparative Evaluation		34	15	20	25
2.4 Preferred Multimodal Plan & Implementation Framework					
2.4.1 Planning Level Cost Ranges		44	10	15	10
2.4.2 Project Phasing [5-Year / 10-Year / 20-Year]		25	5	5	15
2.4.3 Planning Level Cost Ranges		20	5	5	10
2.4.4 Funding and Grant Readiness Guidance		20	5	5	10
2.5 Final Deliverable: Multimodal Planning Report					
2.5.1 Final Plan and Adoption Support		4	4	8	6
TOTALS		400	129	136	154
PERCENTAGES		0%	1%	11%	12%
		38%	10%	0%	9%

[illegible]

TASK					
Start Date:	XXXX/XX/XXX	End Date:	XXXX/XX/XXX		
3.0	Alert & Business Park Branding Program				
3.1	Discovery, Engagement & Brand Foundations				
3.2	Brand Strategy, Positioning & Messaging Platform				
3.3	Visual Identity System & Creative Development				
3.4	Brand Applications, Templates & Operational Branding				
3.5	Brand Launch, Rollout, and Long-term Stewardship				
TOTALS				PERCENTAGES	

Laber Category	Total Hours	Billing Rate	Total Cost
3.0 Airport & Business Park Branding Program			
4 hrs. x \$ 325.00 /hr. = \$			1,300.00
Planner Project Mgr IV			1,220.00
4 hrs. x \$ 305.00 /hr. = \$			
Planner Project Mgr IV	392 hrs. x \$ 205.00 /hr. = \$		80,360.00
Graphic Artist I	212 hrs. x \$ 145.00 /hr. = \$		30,740.00
Technical Writer I	120 hrs. x \$ 145.00 /hr. = \$		17,400.00
0 hrs. x			
0 hrs. x			
SUBTOTAL	732 hrs.	SUBTOTAL	\$ 170,220.00
Relationships			
Local Bureaus			
8 Day x \$ 130.00 /day= \$			1,040.00
Leadings + Ink & Fees	6 Day x \$ 160.00 /day= \$		960.00
Shopping + Per Diem	8 Day x \$ 75.00 /day= \$		600.00
Travel & Airline Costs	2 Trip x \$ 750.00 /trip= \$		1,500.00
Misc	1	\$ 2,000.00	\$ 2,000.00
SUBTOTAL		\$	\$ 6,100.00
			\$ 176,320.00

	CONTRACT HOURS	PHASE FEE	REIMBURSABLE COSTS	TOTAL COST
PART A - BASIC SERVICES (LUMP SUM)				
1.0	192	\$ 48,140.00	\$	\$ 48,140.00
2.0	1,290	\$ 281,390.00	\$ 10,270.00	\$ 291,660.00
3.0	772	\$ 170,270.00	\$ 6,160.00	\$ 176,430.00
	2,214			
		SUBTOTAL		\$ 516,270.00
			\$ 45,000.00	\$ 45,000.00
			SUBTOTAL	\$ 561,270.00
TOTAL				
			\$ 16,820.00	\$ 561,270.00

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 024-2025 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026 AUTHORIZING THE TRANSFER OF APPROPRIATIONS WITHIN THE AIRPARK FUND FOR THE REPLACEMENT OF BOTH HANGAR DOORS AT THE ALERT HANGARS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2025-26 budget for the City of Big Spring, Texas on September 23, 2025 (“Budget”); and

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

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

SECTION 1. The Airpark Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026 is hereby increased by the amount of \$98,000.00 to account 410-021-610-6201-000 Buildings, and a decrease to account 410-021-610-6100-000 Property Acquisition to replace both hangar doors at the Alert Hangars which are currently inoperable. There is no impact to the fund balance.

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

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

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

SECTION 5. This ordinance shall be in full force and effective after the second passage.

PASSED AND APPROVED on 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 the passage of same.

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

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, 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 AUTHORIZING AN INCREASE AND A TRANSFER OF APPROPRIATIONS, WITHIN THE AIRPARK FUND FOR A PROFESSIONAL/CONSULTING SERVICES AGREEMENT FOR THE DEVELOPMENT OF A COMPREHENSIVE MULTIMODAL MASTER PLAN AND AN AIRPORT RE-BRANDING PROGRAM; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2025-26 budget for the City of Big Spring, Texas on September 23, 2025 (“Budget”); and

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

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

SECTION 1. The Airpark Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026 is hereby increased by the amount of \$561,570.00 to account 410-021-610-5521-003 Master Plan - Airpark, with a decrease of \$401,000.00 to be transferred from account 410-021-610-6100-000 Land, the remaining \$160,570.00 to be appropriated from fund balance for a professional/consulting services agreement for the development of a Comprehensive Multimodal Master Plan and an Airport Re-Branding program.

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

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

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

SECTION 5. This ordinance shall be in full force and effective after the second passage.

PASSED AND APPROVED on 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 the passage of same.

PASSED AND APPROVED on second and final reading at a second regular meeting of the City Council on the ____ day of _____, **2026** with all members of the council present voting “aye” for the passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 1 OF THE BIG SPRING CITY CODE ENTITLED "GENERAL PROVISIONS," BY AMENDING IN PART SECTION 1-2, AMENDING CHAPTER 10 OF THE BIG SPRING CODE ENTITLED "AVIATION," ARTICLE II ENTITLED "AERONAUTICAL ACTIVITIES AND SERVICES AT BIG SPRING AIRPORT AND INDUSTRIAL PARK," DIVISION 1 ENTITLED "GENERALLY," BY AMENDING IN PART SECTION 10-18, AMENDING CHAPTER 12 OF THE BIG SPRING CITY CODE ENTITLED "BUILDINGS AND BUILDING REGULATIONS," ARTICLE II ENTITLED "BUILDING CODES," BY AMENDING IN ITS ENTIRETY SECTION 12-48, AMENDING CHAPTER 40 OF THE BIG SPRING CITY CODE ENTITLED "PARKS, RECREATION AND CULTURAL AFFAIRS," BY AMENDING IN PART ARTICLE II ENTITLED "PARKS AND RECREATION FACILITIES," DIVISION 1 ENTITLED "GENERALLY," AT SECTION 40-25, AND AMENDING IN PART ARTICLE V ENTITLED "MOSS CREEK LAKE," AT SECTION 40-163, AND AMENDING CHAPTER 48 OF THE BIG SPRING CITY CODE ENTITLED "TRAFFIC AND VEHICLES," BY AMENDING IN PART ARTICLE IV ENTITLED "STOPPING, STANDING AND PARKING," AT SECTION 48-111, AND AMENDING IN PART ARTICLE VI ENTITLED, "TOW TRUCKS," AT SECTION 48-187, TO CONFORM TO STATE LAW; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 214.012, Texas Local Government Code, the City is required to regulate by ordinance the tapping of sewers and cesspools, house draining, and plumbing; and

WHEREAS, Section 214.013, Texas Local Government Code, authorizes a municipality to require property owners to connect to the sewer system and if the owner does not connect to the sewer system, to fix a lien against the owner's property, charge the cost of the connection to the owner as a personal liability, and impose a penalty on the owner; and

WHEREAS, Section 552.001(b), Texas Local Government Code, authorizes a municipality to purchase, construct, or operate a water, sewer, gas, or electricity system inside or outside the municipal boundaries and to regulate the system in a manner that protects the interests of the municipality; and

WHEREAS, pursuant to Section 552.001(d), Texas Local Government Code, a municipality that owns or operates a utility system may prescribe the kind or water or gas mains, sewer pipes, and electric appliances that may be used inside or outside the municipality, and may inspect those facilities and appliances, require that they be kept in good condition at all times, and prescribe the necessary rules, which may include penalties, concerning them; and

WHEREAS, Section 552.017, Texas Local Government Code, authorizes a municipality to exercise the exclusive right to own, construct, and operate a water system for the use of the municipality and its residents, to regulate the system and prescribe rates for the water furnished, and to require water customers to pay charges imposed for the water furnished; and

WHEREAS, pursuant to Section 290.44(h)(1), Title 30, Texas Administrative Code, no water connection from any public drinking water supply system shall be allowed to any residence or establishment where an actual or potential hazard exists unless the public water facilities are protected from contamination, and where an actual or potential contamination hazard exists, additional protection shall be required at the meter in the form of an air gap or backflow prevention assembly; and

WHEREAS, pursuant to the provisions of Section 290.46(i), Title 30, Texas Administrative Code, public water systems must adopt an adequate plumbing ordinance, regulations, or service agreement with provisions for proper enforcement to ensure that neither cross-connections nor other unacceptable plumbing practices are permitted; and

WHEREAS, in accordance with Section 290.46(j), Title 30, Texas Administrative Code, a customer service inspection certificate shall be completed prior to providing continuous water service to new construction, on any existing service either when the water purveyor has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction, or addition to the private water distribution facilities; and

WHEREAS, the City Council of Big Spring, the governing body of the City of Big Spring, desires that the City's public water system be kept safe from pollution and contamination; and

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

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

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

SECTION 2. The Big Spring City Code, Chapter 1 entitled “General Provisions,” Section 1-2, is hereby amended by inserting the following provisions in the appropriate order.

Big Spring City Code
Chapter 1, General Provisions

Sec. 1-2. Definitions and rules of construction.

Building Codes. The term “building codes” means all of the following codes and ordinances adopted in the Big Spring City Code: Chapter 12; Section 24-1 and Section 24-49 of Chapter 24; and Articles I and III of Chapter 36.

Vehicle. The term “vehicle” means a device that can be used to transport or draw persons or property on a highway. The term does not include:

- (1) a device exclusively used on stationary rails or tracks; or
- (2) “manufactured housing” as that term is defined by Chapter 1201, Texas Occupations Code.

SECTION 3. Section 10-18 of the Big Spring City Code is hereby amended to read as follows:

Big Spring City Code
Chapter 10, Aviation
Article II, Aeronautical Activities and Services at Big Spring Airport and Industrial Park
Division 1, Generally

Sec. 10-18. Vehicle and pedestrian communications in airport movement areas.

(a) Definitions. . .

(5) ~~“Vehicle” or “motor vehicle~~Motor vehicle means any automobile, golf cart, truck, bus, motorcycle, recreational vehicle, bicycle, pushcart, fuel servicing vehicle, tug, or any other device in or by which a person or property is or may be transported or drawn on a roadway, other than a device used exclusively on stationary rails or tracks.

(b) . . .

SECTION 4. Section 12-48 of the Big Spring City Code is hereby amended to read as follows:

Big Spring City Code
Chapter 12, Buildings and Building Regulations
Article II, Building Codes

Sec. 12-48. ~~Reserved.~~ Vehicle regulated service connections to regulated utility services.

(1) In this section the following terms have their specified meaning as follows.

“Regulated service connection” means a physical connection between the vehicle and a utility service that is intended or appears to be intended to allow a regulated utility service to be provided directly to the vehicle.

“Regulated utility service” means a public water service (including that provided by the City of Big Spring), a public sanitary sewer service (including that provided by the City of Big Spring), an electric utility service, a natural gas utility service, or an on-site sewage facility (such as a septic tank).

(2) A vehicle shall be deemed a “structure” for purposes of the Building Codes if the vehicle has a regulated service connection to a regulated utility service,

(3) Section 12-48(2) is inapplicable if the vehicle is connected only through a temporary water line or hose and the temporary line does not constitute a separate utility service connection.

SECTION 5. Section 40-25 of the Big Spring City Code is hereby amended in part to read as follows:

Big Spring City Code
Chapter 40, Parks, Recreation and Cultural Affairs
Article II, Parks and Recreation Facilities
Division 1, Generally,

Sec. 40-25. Use of bicycles, vehicles, motor vehicles, horses in city parks and recreational areas.

(a) Definitions. . .

~~Vehicles means every device in, upon or by which any person or property is or may be transported or drawn upon a highway, including, but not limited to, motoreycles, dune buggies, automobiles and motor scooters.~~

(b) . . .

SECTION 6. Section 40-163 of the Big Spring City Code is hereby amended in part to read as follows:

Big Spring City Code
Chapter 40, Parks, Recreation and Cultural Affairs
Article V, Moss Creek Lake

Sec. 40-163. Use of bicycles, vehicles, motor vehicles, horses at Moss Creek Lake.

(a) Definitions. . .

~~Vehicles means every device in, upon or by which any person or property is or may be transported or drawn upon a highway, including, but not limited to, motorcycles, dune buggies, automobiles and motor scooters.~~

(b) . . .

SECTION 7. Section 48-111 of the Big Spring City Code is hereby amended in part to read as follows:

Big Spring City Code
Chapter 48, Traffic and Vehicles
Article IV, Stopping, Standing and Parking

Sec. 48-111. Definitions.

(a) The definitions in Texas Transportation Code ch. 541 are hereby adopted and apply to this article. . .

~~Vehicle means a mechanical device, other than a device moved by human power by which persons or property can be transported.~~ The term "vehicle" includes a motor vehicle, commercial motor vehicle, truck-tractor, trailer, or semitrailer but does not include self-propelled wheelchairs or mechanical devices while being used by handicapped individuals.

(b) . . .

SECTION 8. Section 48-187 of the Big Spring City Code is hereby amended in part to read as follows:

Big Spring City Code
Chapter 48, Traffic and Vehicles
Article VI, Tow Trucks

Sec. 48-187. Definitions.

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

~~Vehicle means a device in, on or by which a person or property may be transported on a public roadway.~~ The term "vehicle" includes an operable or inoperable automobile, truck, motorcycle, recreational vehicle, or trailer but does not include a device moved by human power or used exclusively on a stationary rail or track.

Vehicle owner means a person. . .

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

SECTION 9. 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 10. 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 11. 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 12. This Ordinance is ordered to be codified.

SECTION 13. This Ordinance shall become effective upon its second publication according to law.

SECTION 14. 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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING THE STRUCTURAL STANDARDS AND NUISANCE ABATEMENT ORDINANCE OF BIG SPRING, TEXAS, SUBCHAPTER A ENTITLED "GENERAL," ARTICLE A-1 ENTITLED "IN GENERAL," BY AMENDING IN PART SECTION A-1.05, TO CONFORM TO STATE LAW; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under the Constitution of the United States, "... No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws," Fourteenth Amendment, Section 1; and

WHEREAS, under the Texas Constitution, "No citizen of this State shall be deprived of life, liberty, property, privileges or immunities, or in any manner disfranchised, except by the due course of the law of the land," Article 1, Section 19; and

WHEREAS, the City of Big Spring, Texas, is a home rule city acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, pursuant to Section 51.001, Texas Local Government Code, the governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule, or police regulation that: (1) is for the good governance, peace, or order of the municipality or for the trade and commerce of the municipality, and (2) is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality; and

WHEREAS, pursuant to Section 54.004, Texas Local Government Code, a home-rule municipality may enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants; and

WHEREAS, City Council finds it necessary and proper to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants and therefore adopts the following ordinance;

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

SECTION 1. The Structural Standards and Nuisance Abatement Ordinance of Big Spring, Texas, Subchapter A entitled “General,” Article A-1 entitled “In General,” Section A-1.05, is hereby amended in part as follows:

SECTION A-1.05. Definitions.

In this Chapter, definitions from the Building Codes are incorporated. Furthermore, the following definitions shall apply and take precedence in this Chapter.

"Building Codes" ~~means the following codes and ordinances adopted in the Big Spring City Code: Article 2, Chapter 12; Section 12-49, Section 24-1, Section 24-49; and Articles I and III of Chapter 36~~ has the meaning defined in Section 1-2 of the Big Spring City Code, as may be amended from time to time.

"Building Official." The person designated by the City Manager to be the Building Official, and also referred to as the Building Inspector. . .

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

SECTION 2. 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 3. 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 4. 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 5. This Ordinance is ordered to be codified.

SECTION 6. This Ordinance shall become effective upon its second publication according to law.

SECTION 7. 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 _____, 20 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 _____, **20**____ with all members of the Council voting “aye” for the passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



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: March 4, 2026

Subject: Acceptance of the Revised Atmos West Tex RRM Tariff

BACKGROUND AND SUMMARY

The City, along with 67 other West Texas cities served by Atmos Energy Corporation, West Texas Division ("Atmos West Texas" or "Company"), is a member of the Steering Committee of Cities Served by Atmos West Texas ("Cities").

In 2007, the Cities and Atmos West Texas settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as the Rate Review Mechanism ("RRM"), as a replacement for future filings under the GRIP statute.

Since 2007, several modifications have been made to the original RRM Tariff. The most recent RRM Tariff adopted by the City was in 2018. The 2018 RRM Tariff expired last year. Negotiations over the past several months have resulted in a revised RRM Tariff that has been agreed to by the Company.

The Steering Committee recommends acceptance of the revised RRM Tariff, which is attached to the Ordinance/Resolution.

CITIES' OBJECTION TO THE SECTION 104.301 GRIP PROCESS

The Cities oppose the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment.

The GRIP process does not allow review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or recover their rate case expenses. The Railroad Commission conducts an administrative review of GRIP filings (instead of a full hearing), and rate increases go into effect without material adjustment.

In the Steering Committee's view, the GRIP process unfairly increases customers' rates without sufficient regulatory oversight. In contrast, the RRM process allows for a more comprehensive rate review and annual evaluation of expenses, revenues, and capital investment.

CHANGES TO THE RRM TARIFF

The revised tariff attached to this Staff Report as Attachment 1 contains no substantive changes to the 2018 RRM Tariff. The revisions primarily update references to the most recent rate case filed by Atmos West Texas at the Railroad Commission in Docket OS-24-00018879, as well as the Final Order issued in that docket.

Under the revised tariff, new RRM applications by the Company should be filed on or about April 1 of each year, with new rates effective October 1.

EXPLANATION OF "BE IT ORDAINED" AND "BE IT RESOLVED" PARAGRAPHS

1. Approves all findings in the Ordinance/Resolution.
2. Adopts the attached RRM Tariff and finds the adoption of the tariff to be just, reasonable, and in the public interest. The prior tariff expired by its own terms.
3. Requires the Company to reimburse the City for expenses associated with adoption of the Ordinance/Resolution and RRM Tariff and for processing future applications pursuant to the Ordinance/Resolution.
4. Repeals any resolution or ordinance inconsistent with this Ordinance/Resolution.
5. Finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
6. Provides a savings clause stating that if any section is later found unconstitutional or invalid, such finding shall not affect the remaining provisions of the Ordinance/Resolution.
7. Establishes the effective date upon passage.
8. Directs that a copy of the signed Ordinance/Resolution be sent to a representative of the Company and to legal counsel for the Steering Committee.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, APPROVING A TARIFF AUTHORIZING AN ANNUAL RATE REVIEW MECHANISM (“RRM”) AS A SUBSTITUTION FOR THE ANNUAL INTERIM RATE ADJUSTMENT PROCESS DEFINED BY SECTION 104.301 OF THE TEXAS UTILITIES CODE, AND AS NEGOTIATED BETWEEN ATMOS ENERGY CORP., WEST TEXAS DIVISION (“ATMOS WEST TEXAS” OR “COMPANY”) AND THE STEERING COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.

WHEREAS, the City of Big Spring, Texas (“City”) is a gas utility customer of Atmos Energy Corp., West Texas Division (“Atmos West Texas” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos West Texas; and

WHEREAS, the City and similarly-situated West Texas municipalities created the Steering Committee of Cities Served by Atmos West Texas to efficiently address all rate and service matters associated with delivery of natural gas; and

WHEREAS, pursuant to the terms of a November 2007 agreement between the Steering Committee and Atmos West Texas that settled the Company’s interim rate filing under Section 104.301 of the Texas Utilities Code (a “GRIP” rate case), the Steering Committee and the Company collaboratively developed a Rate Review Mechanism (“RRM”) Tariff, ultimately authorized by the City in 2008, that allows for an expedited rate review process as a substitute for the GRIP process; and

WHEREAS, the City has kept some form of a RRM Tariff in place since 2008; and

WHEREAS, the most recent version of the RRM Tariff adopted in 2018 is now expired;
and

WHEREAS, the Steering Committee recently approved a settlement with the Company on the attached RRM Tariff that contains no substantive changes, other than updating the tariff to reflect the most recent rate case and resulting Final Order found on the Railroad Commission filing system in Docket OS-24-00018879; and

WHEREAS, the Steering Committee recently approved a settlement with the Company on the attached RRM Tariff that contains no substantive changes, other than updating the tariff to reflect the most recent rate case and resulting Final Order found on the Railroad Commission filing system in Docket OS-24-00018879; and

WHEREAS, the RRM Tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM Tariff applications; and

WHEREAS, the Steering Committee recommends that all Steering Committee member cities adopt this ordinance and the attached RRM Tariff; and

WHEREAS, the attached RRM Tariff (Attachment 1) is just, reasonable and in the public interest,

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the attached RRM Tariff re-establishing a form of Rate Review Mechanism is just and reasonable and in the public interest, and is hereby adopted.

Section 3. That Atmos West Texas shall reimburse the Cities' reasonable expenses associated with adoption of this Ordinance and the attached RRM Tariff and in processing future RRM Tariff applications filed pursuant to the attached tariff.

Section 4. That to the extent any resolution or ordinance previously adopted by the City is inconsistent with this Ordinance, it is hereby repealed.

Section 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

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

Section 7. That this Ordinance shall become effective from and after its passage.

Section 8. That a copy of this Ordinance shall be sent to Atmos West Texas, care of Phillip Littlejohn, Vice President of Rates and Regulatory Affairs, West Texas Division, 6606 66th Street, Lubbock, Texas 89424 (Philip.littlejohn@atmosenergy.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the _____ day of _____, 2026, with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the _____ day of _____, 2026, with all members of the Council voting “aye” for the passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

APPROVED AS TO FORM:

Andrew Hagen, City Attorney

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL INCORPORATED CUSTOMERS IN THE WEST TEXAS DIVISION EXCEPT CUSTOMERS IN THE CITIES OF AMARILLO, LUBBOCK, DALHART AND CHANNING.	
EFFECTIVE DATE:	Bills Rendered on and after	PAGE:

I. Applicability

Applicable to Residential, Commercial, Industrial, and Transportation tariff incorporated areas customers in the West Texas Division of Atmos Energy Corporation (“Company”) with the exception of those customers within the Cities of Amarillo, Lubbock, Dalhart, and Channing. This Rate Review Mechanism (“RRM”) provides for an annual adjustment to the Company’s Residential, Commercial, Industrial, and Transportation Rate Schedules (“Applicable Rate Schedules”). Rate calculations and adjustments required by this tariff shall be determined on a System-Wide cost basis.

II. Definitions

“Test Period” is defined as the twelve months ending December 31st of each preceding calendar year.

The “Effective Date” is the date that adjustments required by this tariff are applied to customer bills. The annual Effective Date is October 1.

Unless otherwise noted in this tariff, the term “Final Order” refers to the final order issued by the Railroad Commission of Texas in Docket No. OS-24-00018879 as specified in Section III below.

The term “System-Wide” means all incorporated and unincorporated areas served by the Company within the West Texas Division.

“Review Period” is defined as the period from the Filing Date until the Effective Date.

The “Filing Date” is as early as practicable, but no later than April 1 of each year.

III. Calculation

The RRM shall calculate an annual, System-Wide cost of service (“COS”) that will be used to adjust applicable rate schedules prospectively as of the Effective Date. The Company may request recovery of its total cost of service but will include schedules showing the computation of any adjustments. The annual cost of service will be calculated according to the following formula:

$$\text{COS} = \text{OM} + \text{DEP} + \text{RI} + \text{TAX} + \text{CD}$$

Where:

OM = all reasonable and necessary operation and maintenance expenses from the Test Period adjusted for known and measurable items and prepared consistent with the rate making treatments approved in the Final Order. Incentive compensation (Management Incentive Plan, Variable Pay Plan and Long Term Incentive Plan) related to Atmos’ Shared Services Unit will be applied consistent with treatment approved in the Final Order. Additionally, O&M adjustments will be incorporated and applied as modified by a final order, not subject to appeal, issued by the Railroad Commission of Texas in subsequent rate cases involving the Atmos Mid-Tex or West Texas divisions. Known and measurable adjustments shall be limited to those changes that have occurred prior to the Filing Date. OM may be adjusted for

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL INCORPORATED CUSTOMERS IN THE WEST TEXAS DIVISION EXCEPT CUSTOMERS IN THE CITIES OF AMARILLO, LUBBOCK, DALHART AND CHANNING.	
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atypical and non-recurring items. Shared Services allocation factors shall be recalculated each year based on the latest component factors used during the Test Period, but the methodology used will be that approved in the Final Order.

DEP = depreciation expense calculated at depreciation rates approved by the Final Order. Additionally, if depreciation rates are approved in a subsequent final order, not subject to appeal, issued by the Railroad Commission of Texas for the West Texas division those rates would be applicable for subsequent RRM filings.

RI = return on prudently incurred investment calculated as the Company's pretax return multiplied by rate base at Test Period end. Rate base is prepared consistent with the rate making treatments approved in the Final Order as specifically related to capitalized incentive compensation (Management Incentive Plan, Variable Pay Plan and Long Term Incentive Plan) for Atmos' Shared Services Unit. However, no post Test Period adjustments will be permitted. Additionally, adjustments will be incorporated and applied as modified by a final order, not subject to appeal, issued by the Railroad Commission of Texas in subsequent rate cases involving the Atmos Mid-Tex or West Texas divisions. Pretax return is the Company's weighted average cost of capital before income taxes. The Company's weighted average cost of capital is calculated using the methodology from the Final Order including the Company's actual capital structure and long term cost of debt as of the Test Period end (adjusted for any known and measurable changes that have occurred prior to the filing date) and the return on equity of 9.8%. However, in no event will the percentage of equity exceed 58%. Regulatory adjustments due to prior regulatory rate base adjustment disallowances will be maintained. Cash working capital will be calculated using the lead/lag days approved in the Final Order. With respect to pension and other postemployment benefits, the Company will record a regulatory asset or liability for these costs until the amounts are included in the next annual rate adjustment implemented under this tariff. Each year, the Company's filing under this Rider RRM will clearly state the level of pension and other postemployment benefits recovered in rates.

TAX = income tax and taxes other than income tax from the Test Period adjusted for known and measurable changes occurring after the Test Period and before the Filing Date, and prepared consistent with the rate making treatments approved in the Final Order. Atmos Energy shall comprehensively account for, including establishing a regulatory liability to account for, any statutory change in tax expense that is applicable to months during the Test Period calculation to ensure recovery of tax expense under new and old income tax rates.

CD = interest on customer deposits.

IV. Annual Rate Adjustment

The Company shall provide schedules and work papers supporting the Filing's revenue deficiency/sufficiency calculations using the methodology accepted in the Final Order. The result shall be reflected in the proposed new rates to be established for the effective period. The Revenue Requirement

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL INCORPORATED CUSTOMERS IN THE WEST TEXAS DIVISION EXCEPT CUSTOMERS IN THE CITIES OF AMARILLO, LUBBOCK, DALHART AND CHANNING.	
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will be apportioned to customer classes consistent with class revenue distribution resulting from the Final Order. For the Residential Class, 50% of the increase may be recovered in the customer charge. However, the increase to the Residential customer charge shall not exceed \$0.60 per month in the initial filing and \$0.70 per month in any subsequent year. The remainder of the Residential Class increase not collected in the customer charge will be recovered in the usage charge. For all other classes, the change in rates will be apportioned between the customer charge and the usage charge, consistent with the Final Order. Test Period billing determinants shall be adjusted and normalized according to the methodology utilized in the Final Order.

V. Filing

The Company shall file schedules annually with the regulatory authority having original jurisdiction over the Company's rates on or before the Filing Date that support the proposed rate adjustments. The schedules shall be in the same general format as the cost of service model and relied-upon files upon which the Final Order was based. A proof of rates and a copy of current and proposed tariffs shall also be included with the filing. The filing shall be made in electronic form where practical. The Company's filing shall conform to Minimum Filing Requirements (to be agreed upon by the parties), which will contain a minimum amount of information that will assist the regulatory authority in its review and analysis of the filing. The Company and regulatory authority will endeavor to hold a technical conference regarding the filing within twenty (20) calendar days after the Filing Date.

A sworn statement shall be filed by an Officer of the Company affirming that the filed schedules are in compliance with the provisions of this Rate Review Mechanism and are true and correct to the best of his/her knowledge, information, and belief. No testimony shall be filed, but a brief narrative explanation shall be provided of any changes to corporate structure, accounting methodologies, allocation of common costs, or atypical or non-recurring items included in the filing.

VI. Evaluation Procedures

The regulatory authority having original jurisdiction over the Company's rates shall review and render a decision on the Company's proposed rate adjustment prior to the Effective Date. The Company shall provide all supplemental information requested to ensure an opportunity for adequate review by the relevant regulatory authority. The Company shall not unilaterally impose any limits upon the provision of supplemental information and such information shall be provided within seven (7) working days of the original request. The regulatory authority may propose any adjustments it determines to be required to bring the proposed rate adjustment into compliance with the provisions of this tariff.

The regulatory authority may disallow any net plant investment that is not shown to be prudently incurred. Approval by the regulatory authority of net plant investment pursuant to the provisions of this tariff shall constitute a finding that such net plant investment was prudently incurred. Such finding of prudence shall not be subject to further review in a subsequent RRM or Statement of Intent filing.

During the Review Period, the Company and the regulatory authority will work collaboratively and seek agreement on the level of rate adjustments. If, at the end of the Review Period, the Company and the regulatory authority have not reached agreement, the regulatory authority shall take action to modify or deny the proposed rate adjustments. The Company shall have the right to appeal the regulatory

RATE SCHEDULE:	RRM – Rate Review Mechanism	
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authority's action to the Railroad Commission of Texas. Upon the filing of an appeal of the regulatory authority's order relating to an annual RRM filing with the Railroad Commission of Texas, the regulatory authority having original jurisdiction over the Company's rates shall not oppose the implementation of the Company's proposed rates subject to refund, nor will the regulatory authority advocate for the imposition of a third party surety bond by the Company. Any refund shall be limited to and determined based on the resolution of the disputed adjustment(s) in a final, non-appealable order issued in the appeal filed by the Company at the Railroad Commission of Texas.

In the event that the regulatory authority and Company agree to a rate adjustment(s) that is different from the adjustment(s) requested in the Company's filing, the Company shall file compliance tariffs consistent with the agreement. No action on the part of the regulatory authority shall be required to allow the rate adjustment(s) to become effective on October 1. To the extent that the regulatory authority does not take action on the Company's RRM filing by September 30, the rates proposed in the Company's filing shall be deemed approved effective October 1. Notwithstanding the preceding sentence, a regulatory authority may choose to take affirmative action to approve a rate adjustment under this tariff. In those instances where such approval cannot reasonably occur by September 30, the rates finally approved by the regulatory authority shall be deemed effective as of October 1.

To defray the cost, if any, of regulatory authorities conducting a review of the Company's annual RRM filing, the Company shall reimburse the regulatory authorities on a monthly basis for their reasonable expenses incurred upon submission of invoices for such review. Any reimbursement contemplated hereunder shall be deemed a reasonable and necessary operating expense of the Company in the year in which the reimbursement is made. A regulatory authority seeking reimbursement under this provision shall submit its request for reimbursement to the Company no later than December 1 of the year in which the RRM filing is made and the Company shall reimburse regulatory authorities in accordance with this provision on or before December 31 of the year the RRM filing is made.

To the extent possible, the provisions of the Final Order shall be applied by the regulatory authority in determining whether to approve or disapprove of Company's proposed rate adjustment.

This Rider RRM does not limit the legal rights and duties of a regulatory authority. Nothing herein shall abrogate the jurisdiction of the regulatory authority to initiate a rate proceeding at any time to review whether rates charged are just and reasonable. Similarly, the Company retains its right to utilize the provisions of Texas Utilities Code, Chapter 104, Subchapter C to request a change in rates. The provisions of this Rider RRM are implemented in harmony with the Gas Utility Regulatory Act (Texas Utilities Code, Chapters 101-105).

The annual rate adjustment process set forth in this tariff shall remain in effect during the pendency of any Statement of Intent rate filing.

VII. Reconsideration, Appeal and Unresolved Items

Orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007).

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL INCORPORATED CUSTOMERS IN THE WEST TEXAS DIVISION EXCEPT CUSTOMERS IN THE CITIES OF AMARILLO, LUBBOCK, DALHART AND CHANNING.	
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VIII. Notice

Notice of each annual RRM filing shall be provided by including the notice, in conspicuous form, in the bill of each directly affected customer no later than forty-five (45) days after the Company makes its annual filing pursuant to this tariff. The notice to customers shall include the following information:

- a) a description of the proposed revision of rates and schedules;
- b) the effect the proposed revision of rates is expected to have on the rates applicable to each customer class and on an average bill for each affected customer;
- c) the service area or areas in which the proposed rates would apply;
- d) the date the annual RRM filing was made with the regulatory authority; and
- e) the Company's address, telephone number and website where information concerning the proposed rate adjustment can be obtained.