



CITY COUNCIL REGULAR AGENDA

Tuesday, March 24, 2026

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, March 24, 2026, at 5:30 PM at the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas. **We welcome the public to attend the meeting via telecommunication. Citizens will be able to view the City Council Meeting on Our Local Channel 17 through Optimum or on Our Website <http://mybigspring.com/224/Channel-17-Live>.**

CITY COUNCIL MEETING ETIQUETTE

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

Thank you!

Open Session

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

Public Comment

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

- | | |
|--------------------------|-------|
| 4. Public Comment | Moore |
|--------------------------|-------|

Announcements, Presentations and Public Hearings

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

- | | |
|---|--------|
| 5. Open Public Hearing | Moore |
| 6. PUBLIC HEARING to Consider the Proposed Annexation of a 0.57-Acre Tract of Land, More or Less, out of the Northeast Quarter of Section 8, Block 32, T-1-S, T&P RR Co. Survey, Howard County, Texas, Located Entirely Within the Extraterritorial Jurisdiction of and Contiguous to the City of Big Spring, and Conveyed to Danja Ann Gonzales by Bobby Dale Barber and Cheryll Ann Barber by a General Warranty Deed Dated July 10, 2025, and Recorded in Volume 2303, Pages 636-639 of the Real Property Records of Howard County, Texas, and Provide Persons Interested in the Annexation the Opportunity to be Heard. | Bowles |
| 7. Close Public Hearing | Moore |

City Manager's Report

- | | |
|--|--------|
| 8. City Manager's report on the following items: | Darden |
| <ul style="list-style-type: none">• Update - Large Item Pickup, District 3• City Holiday - April 3, 2026, Good Friday | |

Consent Items

- | | | |
|---|-------|--------|
| 9. Approval of the City Council Minutes of the Regular Meeting of March 10, 2026 | 8-13 | Davis |
| 10. Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Directors Minutes for the Special Meeting of February 10, 2026, the Regular Meeting of February 17, 2026 and the Special Meeting of March 3, 2026 | 14-17 | Medina |
| 11. Acknowledge Receipt of the McMahon-Wrinkle Aviation Advisory Board Minutes for the Regular Meeting of January 15, 2026 | 18-19 | Feeley |
| 12. Acknowledge Receipt of the Planning and Zoning Commission Minutes for the Regular Meetings of August 19, 2025 and September 16, 2026 | 20-23 | Bowles |

- | | | | |
|-----|--|-------|--------|
| 13. | Final Reading of an Ordinance Amending Ordinance Number 024-2025 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2025 and Ending September 30, 2026 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. | 24-25 | Smith |
| 14. | Final Reading of an Ordinance Amending Ordinance Number 024-2025 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2025 and Ending September 30, 2026, 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. | 26-27 | Smith |
| 15. | Final 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 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. | 28-33 | Bowles |
| 16. | Final 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 | 34-36 | Bowles |

Discussed were Open to the Public as Required by Law; and Providing an Effective Date.

- | | | |
|---|-------|--------|
| 17. Final 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 Requiring Delivery of this Ordinance to the Company and Legal Counsel for the Steering Committee | 37-47 | Medina |
|---|-------|--------|

Vouchers

- | | |
|--|--------|
| 18. Vouchers for 03/06/26 \$ 907,013.77
Vouchers for 03/13/26 \$ 939,823.10 | Hughes |
|--|--------|

Bids

- | | | |
|---|-------|--------|
| 19. Consideration and Possible Action to Award a Bid for an Infield Groomer for the Roy Anderson Sports Complex and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 48-50 | Himes |
| 20. Consideration and Possible Action to Award a Bid for the Birdwell Lane Reconstruction Project and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 51-52 | Bowles |

New Business

- | | | |
|--|-------|--------|
| 21. Emergency Reading of a Resolution Determining That an Area of the City Contains Conditions Which Are Detrimental to the Public Health, Safety, and Welfare of the Community and Constitutes a Blighted Area; Declaring an Emergency; and Providing an Effective Date | 53-55 | Medina |
| 22. Emergency Reading of a Resolution Authorizing the Submission of a Texas Community Development Block Grant Program Application to the Texas Department of Agriculture for the Downtown Revitalization Program; Finding and | 56-60 | Medina |

Determining That the Meetings at Which the Resolution Were Discussed Were Open to the Public as Required by Law; Declaring an Emergency; and Providing an Effective Date

- | | | | |
|-----|--|-------|----------|
| 23. | Consideration and Possible Action on an Interlocal Cooperation Agreement with South Plains Association of Governments (SPAG) for the 2026 Downtown Revitalization Program and Authorizing the Mayor to Execute any Necessary Documents | 61-67 | Medina |
| 24. | First Reading of an Ordinance Amending Ordinance Number 024-2025 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2025 and Ending September 30, 2026 by Revising the General Fund Budget for the Purpose of Purchasing Bent Grass for Emergency Repairs of the Greens at Comanche Trail Golf Course; Providing for Severability; and Providing an Effective Date. | 68-70 | Smith |
| 25. | First Reading of an Ordinance of the City Council of the City of Big Spring Providing for the Interpretation of References in the Big Spring City Code to Statutes, Rules or Ordinances, and Providing for the Adoption of Amendments to Provisions in the Big Spring City Code Which Contain a List, Amending Chapter 1 of the Big Spring Code Entitled "General Provisions" Sections 1-2 And 1-5; 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. | 71-74 | Darden |
| 26. | First Reading of an Ordinance Repealing Two Parts of the Big Spring City Code that Conflict with State Law on Interference with Public Duties, Amending Chapter 8 of the Big Spring City Code Entitled "Animals," Article I "In General," Section 8-3 by Amending in Part Subsection (a) and Repealing in its Entirety Subsection (b), and amending Chapter 38 of the Big Spring City Code Entitled "Offenses and Miscellaneous Provisions," Article I "In General," Section 8-2 by Repealing Section 38-2 in its Entirety, 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. | 75-77 | Williams |
| 27. | First Reading of an Ordinance Annexing to the City of Big Spring, Howard County, Texas, a Tract Approximately 0.57 | 78-95 | Bowles |

Acres, More or Less, Out of the Northeast Quarter of Section 8, Block 32, T-1-S, T&P RR Co. Survey, Howard County, Texas, Said Tract Being Located Entirely Within the Extraterritorial Jurisdiction of and Contiguous to the City of Big Spring, and Being Further and More Particularly Described Hereunder, on the Request of Danja Ann Hernandez as Landowner; Extending the Boundary Limits of the City of Big Spring So as to Include Said Property Within the City Limits of Said City; Granting to All the Inhabitants of Said Property All the Rights and Privileges of Other Citizens; Binding Said Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Big Spring; Adopting a Municipal Services Agreement; 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.

- | | | | |
|-----|--|-------------|--------|
| 28. | Consideration and Possible Action to Approve a Municipal Services Agreement between the City of Big Spring and Danja Ann Hernandez and Authorizing the City Manager or His Designee to Execute any Necessary Documents. | 96-
106 | Bowles |
| 29. | Consideration and Possible Action to Approve an Interlocal Agreement with the City of Plainview to Purchase Goods and Services Including Mosquito Control Services and Authorizing the Mayor to Execute any Necessary Documents. | 107-
114 | Medina |
| 30. | Consideration and Possible Action to Approve a Tax Deed and the Sale of Real Properties Listed Below and Authorizing the Mayor to Execute any Necessary Documents: | | Darden |
| a. | Lot Twelve (12), Block One Hundred Two (102), in the Original Town of Big Spring, Big Spring, Howard County, Texas, Commonly Known as 401 Sargent Paredes Street, and Held by the City of Big Spring, in Trust, to Daniel German Rodriguez Moncibais for the Sum of One Thousand Eight Hundred Dollars and 00/100 Cents (\$1,800.00) | 115-
122 | Darden |
| b. | Lot Twelve (12), Block Two (2), Mountain View Addition, Big Spring, Howard County, Texas, Commonly Known as 1411 Mesa Avenue, and Held by the City of Big Spring, in Trust, to Rosa Elia Avila for the Sum of Two Thousand Five Hundred Dollars and 00/100 Cents (\$2,500.00) | 123-
130 | Darden |
| c. | Lot Three (3), Block Two (2), Stardust Addition, Big Spring, Howard County, Texas, Commonly Known as 1408 Oriole | 131-
138 | Darden |

Street, and Held by the City of Big Spring, in Trust, to Rosa Elia Avila for the Sum of Nineteen Thousand Dollars and 00/100 Cents (\$19,000.00)

Council Input

- | | |
|-------------|-------|
| 31. Input | Moore |
| 32. 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 18, 2026** in accordance with Title 5, Texas Government Code and Chapter 551.

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



Tami L. Davis, 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, March 10, 2026, with the following members present in person:

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

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

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

Open Session

Call to Order

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

Invocation

Chance Nichols gave the invocation.

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

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

Public Comment

Public Comment

There were no public comments at this time.

Announcements, Presentations and Public Hearings

City Manager's Report

City Manager's report on the following items:

- 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

Todd Darden, City Manager, reported on the above captioned items as follows: Large item pickup for District 3 will be on March 18th; A free movie premier of Texas Rhapsody will be played at the City Auditorium on March 14th at 7:00 p.m.; The lights on the Gregg St. overpass are working; The Shannon Medical Center at Big Spring will take over the Scenic Mountain Medical Center on April 1, 2026; and Galaxy will be the new FBO at the McMahon Wrinkle Airport.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of February 24, 2026

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

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

MOTION WAS MADE BY Council Member Ornelas to approve the above listed minutes, ordinance and resolution, seconded by Mayor Pro Tem Hughes.

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

NAYS: None

0

MOTION PASSED

Vouchers

Vouchers for 02/20/26	\$	580,028.70
Vouchers for 02/27/26	\$	291,164.80

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 Ornelas.

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

NAYS: None **0**

MOTION PASSED

Bids

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

MOTION WAS MADE BY Mayor Pro Tem Hughes to award the above captioned bid to Powerlift Hydraulic Doors of Texas in the total amount of \$297,868.29, seconded by Council Member Yanez.

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

NAYS: None **0**

MOTION PASSED

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

MOTION WAS MADE BY Mayor Pro Tem Hughes to award the above captioned bid to Woolpert in the amount of \$561,570.00, seconded by Council Member Yanez.

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

NAYS: None **0**

MOTION PASSED

New Business

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.

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

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

7

NAYS: None

0

MOTION PASSED

First Reading of an Ordinance 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.

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

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

7

NAYS: None

0

MOTION PASSED

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 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.

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

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

NAYS: Council Member Ornelas **1**

MOTION PASSED

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.

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

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

NAYS: None **0**

MOTION PASSED

First Reading of an Ordinance 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

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

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

NAYS: None **0**

MOTION PASSED

Council Input

Input

Several Council Members thanked the city staff on various projects.

Adjourn

Mayor Moore adjourned the City Council meeting at 6:00 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

Minutes of the Board of Director's Special Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, February 10, 2026, 2:00 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas

The Special Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 2:00 p.m. Tuesday, February 10, 2026, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on February 4, 2026, to the Board of Directors, the news media, and duly posted on February 4, 2026, by Teresa Morris in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the outside of City Hall. The purpose of the meeting is Public Comment, Executive Session, Action as a Result of Executive Session, Directors Report, Board Comment, and Adjourn".

Directors Present:

Mr. Terry McDaniel- President
Mr. Nolan Dominguez- Secretary/Treasurer
Mr. Mundy Weeks
Mr. Chad Wash
Mr. Gary Fuqua
Mr. Scott Emerson

Directors Absent:

Mr. Taylor Parks- Vice President

Staff Present: Ms. Teresa Morris

Guests that signed in: None

AGENDA ITEM #1 – Call to Order/Invocation and Pledge:

Mr. McDaniel called the meeting to order at 2:00 p.m. Mr. Wash led the invocation and pledge.

AGENDA ITEM #2- Public Comment:

None

AGENDA ITEM #3- Adjourn into Executive Session in Accordance with Texas Government Code, Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee

Mr. McDaniel adjourned the Board into Executive Session @ 2:00 pm.

Mr. McDaniel adjourned out of executive session at 2:39 pm.

Mr. McDaniel reconvened into open session at 2:40 pm.

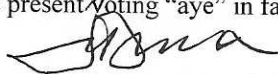
AGENDA ITEM #4- Action as a Result of Executive Session:

Motion to approve the employee contract with changes and submit the contract to the top candidate for review and approval was made by Mr. Weeks, seconded by Mr. Emerson. The motion passed 6 to 0 with all members present voting "aye" in favor of the motion

AGENDA ITEM #5-Board Comments: None

AGENDA ITEM #6- Adjourn:

Mr. McDaniel called for a motion to adjourn. The motion to adjourn was made by Mr. Wash, seconded by Mr. Fuqua. The motion passed 6 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 2:41 pm on February 10, 2026.


Mr. Terry McDaniel, President

ATTEST


Mr. Nolan Dominguez, Secretary/Treasurer

**Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, February 17, 2026, 5:15 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas**

The Regular Meeting of the February 17, 2026, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on February 10, 2026, to the Board of Directors, the news media, and duly posted, by Teresa Morris in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday February 17, 2026, at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is Public Comment, Action on Minutes of the January 20, 2026, Regular Meeting, Consideration/Action to Approve January Investment Report and Financials, Consideration/Action to Approve the Master Plan for the Crossroads Business Park and Authorize the President to sign all Necessary Documents, Associate Directors Report, Executive Session, Action as a Result of Executive Session, Board Comment, and Adjourn".

Directors Present:

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

Directors Absent:

Mr. Mundy Weeks

Staff Present:

Ms. Teresa Morris

Guests that signed in: None

AGENDA ITEM #1 – Call to Order/Invocation and Pledge:

Mr. McDaniel called the meeting to order at 5:15 p.m. Mr. McDaniel led the invocation and pledge.

AGENDA ITEM #2- Public Comment:

None

AGENDA ITEM #3- Action on the Minutes of the January 20, 2026, Regular Meeting:

Mr. McDaniel presented the Minutes. Mr. Dominguez made a motion to approve the minutes seconded by Mr. Wash. The motion passed 6 to 0 with all members present voting "aye" in favor of the motion.

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

Mr. Dominguez presented the investment report and financials. Mr. Dominguez made a motion to approve seconded by Mr. Fuqua. The motion passed 6 to 0 with all members present voting "aye" in favor of the motion.

AGENDAT ITEM #5- Consideration/Action to Approve Master Plan for the Crossroads Business Park and Authorize the President to sign all Necessary Documents:

Mr. McDaniel stated that this item will be revisited at the next meeting once the board has all the necessary documents.

AGENDAT ITEM #6- Associate Directors Report:

Projects: Crossroads Business Park: Survey work is complete, next step is working with the city on zoning. Project and Financing Plan for the TIRZ is underway. Infrastructure delayed due to weather but should be complete end of May. Continue to work with the city, county and college on potential projects. Project Les Bess tax abatement was approved by the college earlier this month.

Meetings: Business Roundtable, School to Industry, TEDC Winter Conference El Paso Feb 25-27th, The next Board meeting is tentatively scheduled for March 17th.

AGENDA ITEM #7- Adjourn into Executive Session in Accordance with Texas Government Code, Section to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Mr. McDaniel adjourned the Board into Executive Session at 5:20 pm, February 17, 2026. Mr. McDaniel called the Executive Session to order at 5:21 pm. Ms. Morris was asked to exit the session at 5:22pm. Mr. McDaniel adjourned out of executive session at 6:03 pm, February 17, 2026. Mr. McDaniel reconvened into open session at 6:03 pm., February 17, 2026.

AGENDA ITEM #8- Action as a Result of Executive Session:

Motion to authorize the President or his designee and the EDC attorney to negotiate changes to the contract with top candidate and to take the employee contract to City Council for approval at the February 24, 2026, City Council meeting was made by Mr. Emerson, seconded by Mr. Fuqua. Motion passed 6 to 0 with all members present voting "aye".

AGENDA ITEM #9-Board Comments:

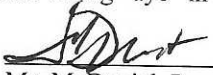
None

AGENDA ITEM #10- Adjourn:

Mr. McDaniel called for a motion to adjourn. The motion to adjourn was made by Mr. Fuqua seconded by Mr. Emerson. The motion passed 6 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 6:08 pm on February 17, 2026.

ATTEST


Mr. Nolan Dominguez, Secretary/Treasurer


Mr. McDaniel, President

**Minutes of the Board of Director's Special Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, March 3, 2026, 5:15 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas**

The Special Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Tuesday, March 3, 2026, in the offices of the Big Spring Economic Development Corporation. The following notice was posted on February 25, 2026, to the Board of Directors, the news media, by Teresa Morris in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the outside of City Hall. "The Board of Directors of the Big Spring Economic Development Corporation will hold a Special Board Meeting on Tuesday, March 3, 2026, at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is Public Comment, Executive Session, Action as a Result of Executive Session, Board Comment, and Adjourn".

Directors Present:

Mr. Terry McDaniel- President
Mr. Taylor Parks- Vice President
Mr. Chad Wash
Mr. Gary Fuqua
Mr. Scott Emerson

Directors Absent:

Mr. Nolan Domiguez- Secretary/Treasurer
Mr. Mundy Weeks

Staff Present: Ms. Teresa Morris

Guests that signed in:

AGENDA ITEM #1 – Call to Order/Invocation and Pledge:

Mr. McDaniel called the meeting to order at 5:15 p.m. Mr. McDaniel led the invocation and pledge.

AGENDA ITEM #2- Public Comment:

None

AGENDA ITEM #3- Adjourn into Executive Session in Accordance with Texas Government Code, Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee

President McDaniel held the item in open session

AGENDA ITEM #4- Action as a Result of Executive Session:

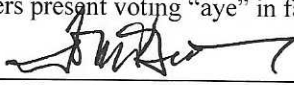
The employment contract was previously presented to and approved by City Council on Tuesday, February 24, 2026.

Motion to approve the employment agreement between BSEDC and Susan Sankey and authorize the President to sign all necessary documents was made by Mr. Parks, seconded by Mr. Emerson. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion

AGENDA ITEM #5-Board Comments: None

AGENDA ITEM #6- Adjourn:

Mr. McDaniel called for a motion to adjourn. The motion to adjourn was made by Mr. Emerson, seconded by Mr. Parks. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 5:17 pm on March 3, 2026


Mr. Terry McDaniel, President

ATTEST:


Mr. Taylor Parks, Vice President



**McMahon-Wrinkle Aviation Advisory Board Meeting Minutes
January 15, 2026**

The McMahon-Wrinkle Aviation Advisory Board met in Regular Session at 5:30 p.m., on Thursday, January 15, 2026, at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Steven Boatenhamer called the meeting to order at 5:30 p.m. with the following members in attendance:

Steven Boatenhamer Russ Rutledge Bob Miller

Shane Schaffner Jonathan Ray

Also in attendance: Mike Feeley Andriana Olvera

Absent: ^{SAB} Bob Miller Adriel Saldivar John Scott

Item # 1

Call to Order

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

Item # 2

Review and approve minutes from October 16, 2025, meeting.

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

Item # 3

Public Comment

There were no public comments at this time.

Item # 4

Airport Director's Report

Mike began with an update of the Flight Academy building and surrounding structures. It was awarded by the city council on Tuesday to the same company that took down the air traffic control tower. The city received four bids total for the project.

Next, on the agenda was the Veteran's Memorial. The ground lease is awaiting action at the city attorney's office.

He then went on to give an update on the first responder fitness center. The project was awarded to Onyx. The building will require a new roof due to leaks believed to be caused by hail damage. The buildings will also need new insulation replacement as well as septic repairs. Change orders

were approved by the city council on Tuesday because the added repairs will cost an additional \$90,000.

The next item discussed was the taxiway guidance signs. Taxiway "C" signs have been replaced. The remaining will be installed within the next week when they are delivered. The current signs are very outdated, and panels are discontinued. There will be a total of 38 signs being replaced. The project will cost approximately \$340,000 when completed.

The next item update was the reconstruction of Runway 6/24. The design is complete and being reviewed by TxDot. There was a delay due to the request for a parallel taxiway, but that project will be pushed to 2028-2029 due to the lack of funding.

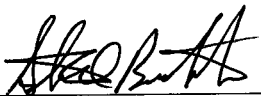
Mike then gave a brief update on Galaxy FBO. Their latest amendment has been approved with hopes of being signed tomorrow. There will be a 120-day transition period.

NNA Polymers & Isomeric are moving forward. They recently closed on 400 more acres of the HAAS property and are now hoping to negotiate purchasing 600 acres from Martha May.

Lastly, an update on the Multi Model Master Plan was given. The plan is to develop a multi model master plan and to rebrand and rename the airport. The EDC Crossroads Business Park was also included in the plan with EDC board approval.

Next Meeting Date is February 19, 2026

Adjournment: 7:00 P.M.



Approved by Steven Boatenhamer, Chairman

19 FEB 26
Date

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

The Planning and Zoning Commission of the City of Big Spring, Texas, met in a REGULAR Session in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 7:30 PM, August 19, 2025, with the following board members:

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

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

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

Open Session

Call to Order

Meeting was called to order by the Chairperson, Dale Avant at 5:30 pm.

Announcements, Presentations and Public Hearings

Consent Items

Approval of the minutes from the Planning & Zoning Commission meeting held on June 03, 2025.

Motion to approve was called for by Chairperson Avant

1st by Member Henry

2nd by Member Harris

4 ayes 0 nays

New Business

Approval of a request for conditional approval of a preliminary plat on a 4.083-acre tract out of Section 4, Block 32, T-1-S, T&P RR. Co. Survey, Howard County Texas, called

Motion to approve was called for by Chairperson Avant
1st by Member Harris
2nd by Member Escamilla
4 ayes 0 nays

Commissioners Input

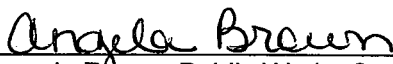
Adjourn

Motion to adjourn by Member Harris
2nd by Member Escamilla
4 Ayes 0 Nays



Dale Avant, Chair

ATTEST:



Angela Brown, Public Works Coordinator

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

The Planning and Zoning Commission of the City of Big Spring, Texas, met in a REGULAR Session in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, September 16, 2025, with the following board members:

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

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

DALE AVANT	CHAIR
BETH HENRY	MEMBER
KELLEY HARRIS	MEMBER
FELIX HOLGUIN	MEMBER
JAN HANSEN	MEMBER
ERIC ESCAMILLA	MEMBER

Open Session

Call to Order

Announcements, Presentations and Public Hearings

Z25-01: Single Family Residential (SF-1) to Planned Development (PD) zone for a 4.083 -acre tract out Section 4, Block 32, T-1-S, T&P RR. Co. Survey, Howard County Texas, called Kentwood Estates.

Consent Items

Approval of the minutes for the Planning & Zoning Commission's meeting held on August 19, 2025.

Old Business

New Business

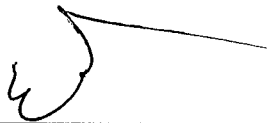
Approval of Zone Change request Z25-01, Single Family Residential (SF-1) to Planned

Motion to approve was made by Chairperson Avant and seconded by Member Escamilla

Vote was 5 ayes 0 nays

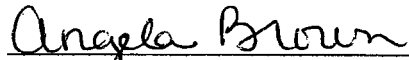
Vouchers

Commissioners Input



Dale Avant, Chair

ATTEST:



Angela Brown, Public Works Coordinator

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 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 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 4. 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, motorcycles, dune buggies, automobiles and motor scooters.*~~

(b) . . .

SECTION 5. 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 6. 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 7. 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 8. 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 9. 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 10. 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 11. This Ordinance is ordered to be codified.

SECTION 12. This Ordinance shall become effective upon its second publication according to law.

SECTION 13. 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 10th day of March, 2026, with Council Members Yanez, Hughes, Moore, Wilkerson, Blackburn and Moreno voting “aye” for the passage of same. Council Member Ornelas, being opposed, voting “nay” for the passage of same.

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

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

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.	
EFFECTIVE DATE:	Bills Rendered on and after	PAGE:

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.	
EFFECTIVE DATE:	Bills Rendered on and after	PAGE:

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	
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:

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.	
EFFECTIVE DATE:	Bills Rendered on and after	PAGE:

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.



MEMORANDUM

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council
CC: Todd Darden, City Manager
From: Albert Belez/ Purchasing Agent
Date: February 19, 2026
Subject: Approve purchase of 1–Infield Groomer

Action Requested: Approve purchase of 1–Infield Groomer.

Background Information: This unit will be a new addition to the Roy Anderson Sports Complex.

Financial Considerations:

Expenditure amount requested:	\$46,888.60
What fund/department account will this amount be drawn from?	Sports Complex / 375
Budgeted amount:	\$46,690
Would this expenditure be made within the budget for the current fiscal year?	No
Does this commit the City to spending funds beyond the current fiscal year? Explain.	No

Vendor Bids/Quotations: We received 2 (two) formal quotes and 1 “NO BID” response. GLK Turf Solutions of Royse City, TX submitted a quote in the amount of \$46,888. Professional Turf Products of Euless, TX submitted a quote in the amount of \$47,873.38. Smith Company of Wayne, PA could not meet the requested specifications and therefore was a “NO BID” response.

Budget: The current approved budget shows that \$46,690 has been allocated for this purchase.

Staff Opinion as to Feasibility and Timeline: City staff would like to respectfully request that council accept the submitted quote from GLK Turf Solutions of Royse City, TX for the Force z23slt EFIf in the amount of \$46,888. The estimated lead delivery time would be approximately 45 days.

INFIELD GROOMER BID TABULATION & DETAILED SPECIFICATIONS

GLK TURF SOLUTIONS/ ROYSE, CITY, TX	PROFESSIONAL TURF PRODUCTS, L.P / EULESS, TX	SMITH CO/ WAYNE, PA
Force z23slt EFI	Toro Field Pro 6040	NO BID
\$46,888	\$47,873.38	NO BID
RECOMMENDED	HIGHEST QUOTE	COULD NOT MEET SPECS

FORCE Z23SLT EFI



Key Technical Specifications & Features

- **Engine:** 25HP Kohler Command Pro EFI V-Twin (747cc), 4-cycle air-cooled gasoline.
- **Drive System:** Beltless Hydraulic Drive System with Dual Stacked HydroGear Variable Displacement Pumps.
- **Steering:** Zero-turn hydraulic with speed lock function for precision.
- **Hydraulics:** Independent hydraulic lift and pitch controls for mid-mount and rear attachments.
- **Tires/Wheels:** 24 x 12.00-12 rear (Air or Optional Tweel), 13 x 6.50-6 front.
- **Towing Capacity:** 1-1/4" receiver, rated for 2,000 lbs (slow speed, flat ground).
- **Fuel Capacity:** 6 gallons.

ABI Force +4

Infield Grooming & Grading Capabilities

- **Laser Grading:** Compatible with laser systems for precision grading within ± 0.125 inches.
- **Attachments:** Supports a variety of attachments including a 48-inch grader, Vibraflex system, scarifiers, and finish brooms.
- **Versatility:** Capable of daily grooming, renovating lip areas, and aerating turf.
- **Operation:** Features a large, spring-loaded stand-on deck for operator comfort
- 36-month machine and accessories/36-month unlimited hour commercial warranty



Memorandum

Date: March 24, 2026

From: Sandy Smith, Finance Director

To: Mayor and City Council

Re: Budget Status Update – Minor Overage in One Line Item

Purpose

The purpose of this memo is to inform Council of a minor budget variance for account 002-027-375-6314-000; Mowers and Equipment.

Background

At the time the budget was prepared, the estimated cost of the EFI Laser Ready Infield Groomer was \$46,690. The actual cost will be approximately \$200 above the original estimate.

Budget Impact

Although this single line item will reflect an overage of \$200, the department's overall budget remains under budget for the fiscal year. Currently the Sports Complex has 69% of its budget remaining, so it is well underbudget.

This notification is provided for transparency and to maintain Council awareness of minor variances that do not impact the City's financial position.

Recommendation

No Council action is required. This memo is for informational purposes only.



MEMORANDUM

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council
CC: Todd Darden, City Manager
From: Shane Bowles, Public Works Director
Date: Tuesday, March 24, 2026
Subject: Birdwell Lane Reconstruction Project

Action Requested: Bid Award to CK Newberry, LLC of Karnes City, TX

Background Information: The City of Big Spring is planning on rebuilding Birdwell Lane from FM 700 to 2nd Street. This project will take approximately 300 days to complete.

Financial Considerations:

Expenditure amount requested:	\$3,200,171
What fund/department account will this amount be drawn from?	Streets 320
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	No
Does this commit the City to spending funds beyond the current fiscal year? Explain.	Yes, this project will take 300 days

Vendor Bids/Quotations: We received four bids with CK Newberry being our lowest bid.

Staff Opinion as to Feasibility and Timeline: This is to be completed by the spring of 2027.

Staff recommendation: It is our recommendation to approve the bid for the above amount to CK Newberry. The bid is within budget of \$3,250,000.

City of Big Spring
Birdwell Lane Reconstruction
Bid Date: March 12, 2026
JM Project Number: 24183
Local Funding
Engineer: Jacob Martin, LLC

BID TABULATION



For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:

BASE BID

				CK Newberry, LLC		Permian Paving, Inc.		Bontke Brothers Construction		MKS Construction, LLC dba Earthworks	
				1538 CR 345		4009 SCR 1232		102 College Dr.		5939 E. Highway 62	
				Karnes City, TX 78118		Midland, TX 79707		Abilene, TX 79601		Lubbock, TX 79403	
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization, Bonds, and Insurance	1	LS	\$ 275,000.00	\$ 275,000.00	\$ 155,500.00	\$ 155,500.00	\$ 150,000.00	\$ 150,000.00	\$ 102,100.00	\$ 102,100.00
2	Asphalt Prime (AEP)	11,042	GAL	\$ 5.00	\$ 55,210.00	\$ 5.00	\$ 55,210.00	\$ 15.00	\$ 165,630.00	\$ 10.99	\$ 121,351.58
3	Surface Treatment - Asphalt (AC-20-5TR)	10,456	GAL	\$ 5.00	\$ 52,280.00	\$ 5.60	\$ 58,553.60	\$ 15.00	\$ 156,840.00	\$ 10.56	\$ 110,415.36
4	Surface Treatment - Aggregate (TY-PB, GR3)	226	CY	\$ 240.00	\$ 54,240.00	\$ 161.50	\$ 36,499.00	\$ 350.00	\$ 79,100.00	\$ 1,516.39	\$ 342,704.14
5	Hot Mix Asphaltic Concrete (Type D) - 3"	36,805	SY	\$ 40.00	\$ 1,472,200.00	\$ 31.50	\$ 1,159,357.50	\$ 33.00	\$ 1,214,565.00	\$ 35.18	\$ 1,294,799.90
6	6" Subgrade Preparation	26,064	SY	\$ 2.00	\$ 52,128.00	\$ 5.00	\$ 130,320.00	\$ 9.00	\$ 234,576.00	\$ 10.24	\$ 266,895.36
7	Crushed Limestone Base Material	5,786	CY	\$ 65.00	\$ 376,090.00	\$ 70.50	\$ 407,913.00	\$ 70.00	\$ 405,020.00	\$ 133.00	\$ 769,538.00
8	Pulverize 8" of Existing Pavement, Cement Stabilize 6" of Existing Material	12,088	SY	\$ 10.00	\$ 120,880.00	\$ 25.00	\$ 302,200.00	\$ 18.00	\$ 217,584.00	\$ 38.00	\$ 459,344.00
9	Excavation and Hauloff (11")	26,064	SY	\$ 8.00	\$ 208,512.00	\$ 16.43	\$ 428,231.52	\$ 15.00	\$ 390,960.00	\$ 23.50	\$ 612,504.00
10	Reinforced Concrete Valley Gutters (6")	843	SY	\$ 175.00	\$ 147,525.00	\$ 150.00	\$ 126,450.00	\$ 120.00	\$ 101,160.00	\$ 110.00	\$ 92,730.00
11	Reinforced Concrete Pavement (6")	504	SY	\$ 210.00	\$ 105,840.00	\$ 150.00	\$ 75,600.00	\$ 120.00	\$ 60,480.00	\$ 110.00	\$ 55,440.00
12	Pavement Marking - Diagonal Median	65	SY	\$ 70.00	\$ 4,550.00	\$ 90.00	\$ 5,850.00	\$ 50.00	\$ 3,250.00	\$ 222.00	\$ 14,430.00
13	Pavement Marking - Crosswalk	200	LF	\$ 25.00	\$ 5,000.00	\$ 26.00	\$ 5,200.00	\$ 30.00	\$ 6,000.00	\$ 19.20	\$ 3,840.00
14	Pavement Marking - Stop Stripe	173	LF	\$ 25.00	\$ 4,325.00	\$ 26.00	\$ 4,498.00	\$ 25.00	\$ 4,325.00	\$ 19.20	\$ 3,321.60
15	Pavement Marking - Solid White Line	120	LF	\$ 2.00	\$ 240.00	\$ 1.60	\$ 192.00	\$ 3.00	\$ 360.00	\$ 2.94	\$ 352.80
16	Pavement Marking - Dashed White Line	13,130	LF	\$ 1.50	\$ 19,695.00	\$ 1.60	\$ 21,008.00	\$ 2.00	\$ 26,260.00	\$ 0.74	\$ 9,716.20
17	Pavement Marking - Solid Double Yellow	4,608	LF	\$ 2.00	\$ 9,216.00	\$ 3.20	\$ 14,745.60	\$ 3.00	\$ 13,824.00	\$ 1.47	\$ 6,773.76
18	Pavement Marking - Dashed Yellow with Solid Line	896	LF	\$ 2.50	\$ 2,240.00	\$ 3.20	\$ 2,867.20	\$ 3.00	\$ 2,688.00	\$ 3.68	\$ 3,297.28
19	Traffic Control (Signs, Barricades, and Traffic Handling)	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00	\$ 123,968.00	\$ 123,968.00
20	Utility Adjustments (Manhole Rims and Valve Boxes)	1	LS	\$ 200,000.00	\$ 200,000.00	\$ 235,000.00	\$ 235,000.00	\$ 6,000.00	\$ 6,000.00	\$ 52,300.00	\$ 52,300.00
21	Erosion Control	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 6,000.00	\$ 6,000.00	\$ 34,800.00	\$ 34,800.00
TOTAL BASE BID (Items 1 -21)				\$ 3,200,171.00		\$ 3,290,195.42	*	\$ 3,304,622.00		\$ 4,480,621.98	*

ADDITIVE ALTERNATE BID

Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A1	Utility Adjustment - Manhole Rims	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 7,000.00	\$ 7,000.00	\$ 1,600.00	\$ 1,600.00
A2	Utility Adjustment - Valve Boxes	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00	\$ 1,300.00	\$ 1,300.00
TOTAL ADDITIVE ALTERNATE BID (ITEMS A1-A2)				\$ 7,500.00		\$ 5,000.00		\$ 11,500.00		\$ 2,900.00	

DEDUCTIBLE ALTERNATE BID

Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
D1	Surface Treatment - Asphalt (AC-20-5TR)	10,456	GAL	\$ 5.00	\$ 52,280.00	\$ 5.60	\$ 58,553.60	\$ 15.00	\$ 156,840.00	\$ 10.56	\$ 110,415.36
D2	Surface Treatment - Aggregate (TY-PB, GR3)	226	CY	\$ 240.00	\$ 54,240.00	\$ 161.50	\$ 36,499.00	\$ 350.00	\$ 79,100.00	\$ 1,516.39	\$ 342,704.14
TOTAL DEDUCTIBLE ALTERNATE BID (ITEMS D1-D2)				\$ 106,520.00		\$ 95,052.60		\$ 235,940.00		\$ 453,119.50	

TOTAL PROPOSED NUMBER OF DAYS FOR COMPLETION				260	Days	100	Days	180	Days	300	Days
--	--	--	--	-----	------	-----	------	-----	------	-----	------

(*) - Extension Error

TOTAL LOW BID

				Total		Total		Total		Total	
TOTAL LOW BID (INCLUDES BASE BID - DEDUCTIBLE ALTERNATE BID)				\$ 3,093,651.00		\$ 3,195,142.82		\$ 3,068,682.00		\$ 4,027,502.48	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, DETERMINING THAT AN AREA OF THE CITY CONTAINS CONDITIONS WHICH ARE DETRIMENTAL TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND CONSTITUTES A BLIGHTED AREA; DECLARING AN EMERGENCY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Big Spring has reviewed and evaluated conditions in the downtown district of the municipality; and

WHEREAS, the City Council of Big Spring finds it necessary to pass this resolution as an emergency measure in order to meet the grant deadline for a governing body to pass a resolution authorizing submission of the community application therefore creates a public emergency and an imperative public necessity requiring the suspension of the Charter rule that no ordinance or resolution shall be passed finally on the date of its introduction but that such ordinance or resolution shall be read at two meetings of the City Council, and the Mayor having declared said emergency and necessity to exist, having requested the suspension of the Charter rule and that this resolution take effect and be in full force and effect from and after its passage; and

WHEREAS, The City Council has found conditions which are detrimental to the public health, safety, and welfare of the community within the downtown district, as follows:

Reference is made to the map attached hereto as **Exhibit "A,"** which is incorporated herein for all intents and purposes.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS THAT THE AREA IDENTIFIED BY THE FOLLOWING BOUNDARIES AND OUTLINE ON THE MAP ATTACHED HERETO AS BIG SPRING DOWNTOWN SIDEWALK FOR SPAG HAS BEEN DETERMINED TO BE A BLIGHTED AREA:

Boundaries of the Blighted Area

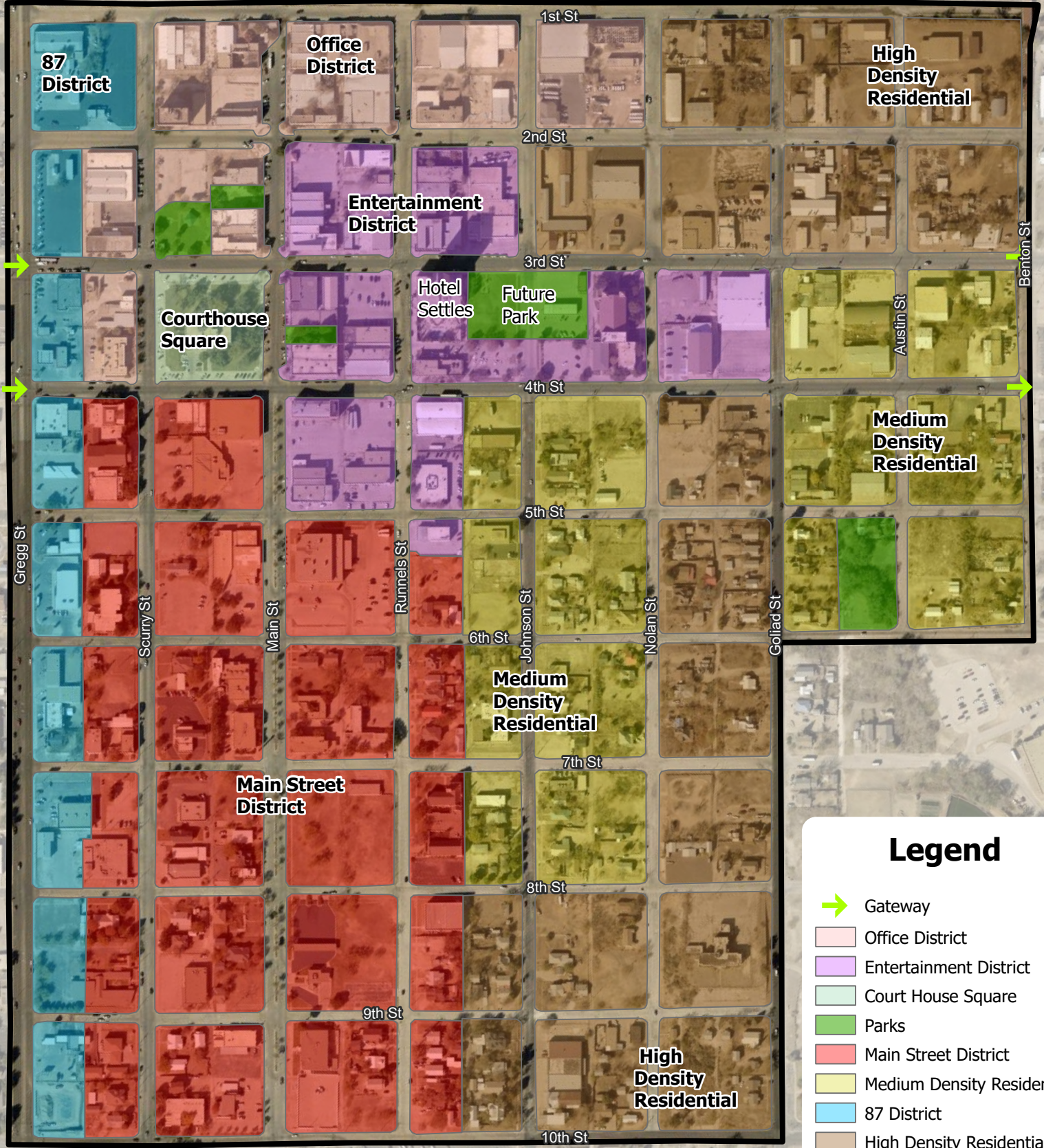
The boundaries of the blighted area are set forth in the map attached hereto as Exhibit A and comprise all that area contained within the black outlined area demarcated as follows: North along Gregg Street between 10th Street and 1st Street; East along 1st Street between Gregg Street and Benton Street; South along Benton Street between 1st Street and 6th Street; West along 6th Street between Benton Street and Goliad Street; South along Goliad Street between 6th Street and 10th Street; and West along 10th Street along Goliad Street and Gregg Street to the place of beginning.

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

Robert H. Moore III,
Mayor, Big Spring, Texas

ATTEST:

Tami L. Davis, City Secretary



Legend

-  Gateway
-  Office District
-  Entertainment District
-  Court House Square
-  Parks
-  Main Street District
-  Medium Density Residential
-  87 District
-  High Density Residential



Date: March 18, 2026

To: Mayor and City Council

From: John Medina, Assistant City Manager

Subject: 2026 Downtown Revitalization Program Grant Application

Purpose

The purpose of this item is to consider approval of a resolution authorizing the City of Big Spring to submit an application to the Texas Department of Agriculture (TDA) for funding through the Texas Community Development Block Grant (TxCDBG) Downtown Revitalization Program.

Background

The Texas Community Development Block Grant (TxCDBG) Program provides funding to eligible municipalities for projects that improve public infrastructure and support community development activities that primarily benefit low-to-moderate income persons or eliminate slum and blighted conditions.

The Downtown Revitalization Program (DRP) is designed to assist communities with infrastructure improvements and other eligible activities within designated downtown areas that promote revitalization and economic development.

Approval of the proposed resolution will authorize the City to submit an application for grant funding and participate in the competitive funding process administered by TDA.

Financial Impact

The City is requesting authorization to apply for a grant in the amount of \$1,000,000. Staff recommends a 5% local match of \$50,000, to be funded from the General Fund.

Program Overview

- Maximum grant request: \$1,000,000
- 5% match (\$50,000) = 20 points
- 4% match (\$40,000) = 15 points
- 3% match (\$30,000) = 10 points

Big Spring will incur a 10-point deduction due to a previously funded Downtown Revitalization project.

Eligible activities include pedestrian lighting, sidewalk improvements, drainage, demolition, and street reconstruction.

Next Steps

- Adopt resolution
- Submit application by April 3, 2026
- If selected, proceed to Phase II in Spring 2026

Legal

The resolution authorizes submission in compliance with all applicable federal, state, and program requirements.

Recommendation

Staff recommends approval of the resolution authorizing submission of the TxDBG Downtown Revitalization Program application.

Attachments

Resolution Authorizing Submission of TxDBG Downtown Revitalization Program Application

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE DOWNTOWN REVITALIZATION PROGRAM; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; DECLARING AN EMERGENCY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Big Spring desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Big Spring (“City”) to apply for funding under and participate in the Texas Community Development Block Grant Program; and

WHEREAS, the City Council of Big Spring is committed to complying with federal, state, and program rules, including the current TxCDBG Project Implementation Manual; and

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

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

SECTION 2. That a Texas Community Development Block Grant Program application for the Downtown Revitalization Program is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture, and to be placed in competition for funding under the Downtown Revitalization Program.

SECTION 3. That the City of Big Spring commits to selecting an eligible project in the designated downtown area that meets either the National Program Objective to Eliminate Slum and Blighted Conditions or to Benefit Low-to-Moderate-Income Persons.

SECTION 4. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

SECTION 5. That the City of Big Spring is committing to provide Fifty Thousand Dollars and 0/100 Cents (\$50,000.00) in matching funds toward the application's activities, with the specific usage and funding source to be determined prior to any award of grant funding.

SECTION 6. That the City Council directs and designates the following to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program:

- The Mayor, and as his alternate the City Manager, shall serve as the City's Chief Executive Officer and Authorized Representative to: execute this grant application and any subsequent contractual documents; certify environmental review documents between the Texas Department of Agriculture and the City; certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs; and be assigned the role of Authorized Official in the TDA-GO grant management system.
- In addition to the above designated officials, should any grant be funded, the Assistant City Manager and Director of Public Works are authorized to: certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs; prepare and submit other financial documentation; and be assigned the role of Project Director or Payment Processor in the TDA-GO grant management system.

SECTION 7. All resolutions or parts of resolutions and minute orders in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 8. Should any one or more sections or clauses of this Resolution be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 9. It is hereby officially found and determined that the meetings at which this Resolution was adopted were open to the public and that public notice of the time, place and purpose of said meetings were given as required by law.

SECTION 10. The City Council of Big Spring finds it necessary to pass this resolution as an emergency measure in order to meet the grant deadline for a governing body to pass a resolution authorizing submission of the community application therefore creates a public emergency and an imperative public necessity requiring the suspension of the Charter rule that no ordinance or resolution shall be passed finally on the date of its introduction but that such ordinance or resolution shall be read at two meetings of the City Council, and the Mayor having declared said emergency and necessity to exist, having requested the suspension of the Charter rule and that this resolution take effect and be in full force and effect from and after its passage.

SECTION 11. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

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

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



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 24, 2026

Subject: Approval of Interlocal Cooperation Agreement with the South Plains Association of Governments (SPAG) for Application Development Services – 2026 Downtown Revitalization Program (TxCDBG)

Background

The Texas Community Development Block Grant (TxCDBG) Downtown Revitalization Program (DRP) provides funding opportunities to eligible communities for public infrastructure improvements that address conditions of slum or blight and promote downtown economic vitality.

The City of Big Spring is pursuing funding under the 2026 Downtown Revitalization Program through the Texas Department of Agriculture. To assist with the grant application process and potential administration of the grant if awarded, staff has worked with the South Plains Association of Governments (SPAG) to develop an Interlocal Cooperation Agreement.

Under the terms of the agreement, SPAG will provide technical assistance and grant preparation services necessary for the City to submit a competitive application.

Scope of Services

Part A – Application Development (No Cost to the City)

SPAG will assist the City with the preparation and development of the grant application, including:

- Coordinating the required public hearing for application submission
- Assisting with preparation of the resolution required for application submission
- Providing documentation support demonstrating elimination of slum/blight conditions

- Assisting with surveys, data collection, and organization
 - Providing guidance on regulatory requirements and application procedures
 - Assisting with procurement guidance for engineering services
 - Coordinating with the project engineer for service area maps, cost estimates, and required documentation
 - Preparing and publishing the final notice of application submittal
- These services will be provided at no cost to the City of Big Spring.

Part B – Project Management (Contingent Upon Award)

If the City is awarded funding through the 2026 Downtown Revitalization Program, a future amendment to the agreement will be executed to establish:

- Project administration services
- Associated administrative fees
- Compliance requirements established by the Texas Department of Agriculture and HUD

Approval of the Interlocal Agreement does not guarantee funding, but it establishes the contractual relationship necessary for SPAG to assist with the grant application process.

Fiscal Impact

There is no fiscal impact associated with the application development portion of this agreement.

If the grant is awarded, project management fees and administrative costs will be detailed in a future amendment and will typically be included as part of the grant-funded project budget.

Staff Recommendation

Staff recommends that the City Council approve the Interlocal Cooperation Agreement with the South Plains Association of Governments (SPAG) for grant application development services related to the 2026 Downtown Revitalization Program (TxCDBG) and authorize the Mayor to execute the agreement.

Attachments

- Interlocal Cooperation Agreement between the City of Big Spring and the South Plains Association of Governments

INTERLOCAL COOPERATION AGREEMENT
FOR APPLICATION DEVELOPMENT AND ADMINISTRATION SERVICES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Downtown Revitalization Program (DRP)

THE STATE OF TEXAS	§	
	§	AGREEMENT FOR SERVICES
COUNTY OF HOWARD	§	

WHEREAS, this Agreement is made and entered into this the ____ day of _____ 2026 by and between the City of Big Spring, acting by its duly authorized Mayor and the SOUTH PLAINS ASSOCIATION OF GOVERNMENTS (SPAG), a political subdivision of the State of Texas organized under Chapter 391 of the Texas Local Government Code, acting by its duly authorized executive director.

WHEREAS, both parties to this Agreement are local governments as defined in Chapter 791 of the Texas Government Code, and this Agreement is entered into pursuant to the provisions of said Code which is commonly referred to as The Interlocal Cooperation Act.

WHEREAS, SPAG is agreeable to provide grant application preparation and grant administration expertise (if funded) needed by the City of Big Spring for the Downtown Revitalization Program (DRP), the Texas Community Development Block Grant (TxCDBG) grant under the terms and conditions found in this Agreement.

WHEREAS, this Interlocal Agreement is comprised of Part A (Application Development) services to be rendered at no cost to City of Big Spring and Part B (Project Management) services to be rendered at a cost to be agreed to in an amendment to this Agreement in the event that the City of Big Spring receives funding under the 2026 Downtown Revitalization Program TxCDBG program.

NOW, THEREFORE SPAG agrees to provide application development services at no cost to City of Big Spring. The following described application development and management services to the City of Big Spring, to-wit:

A. Application Development

1. Pre-Development (unrelated to project specific development & which may have occurred prior to interlocal agreement under existing SPAG/City relationships)
 - a. Coordinate public hearing required for application submittal.
 - b. Assist in the preparation and presentation of required resolution for application submittal to the Texas Department of Agriculture
2. Coordinate documentation of how project activities will eliminate slum or blight through business support letters and photos.
3. Assist the City of Big Spring in tabulating and organizing surveys as needed.

4. Provide general advice and technical assistance to the City of Big Spring on application development and regulatory matters.
5. Furnish the City with necessary forms and procedures required for documentation of slum/blight qualifications.
6. Assist the City in application preparation and development meeting all grant application requirements.
7. Assist in pre-application engineering selection including proper procurement methods as dictated by the Downtown Revitalization Program TxCDBG program implementation manual as appropriate to the city.
8. Coordinate with project engineer to development and include required service area maps, cost estimates and other documentation as required by the grant application process.
9. Prepare and publish final notice of application submittal.
10. Final determination on the submission of an application under the 2026 Downtown Revitalization Program TXCDBG program will be at the City's discretion as noted in their resolution authorizing a local official to submit said application.

B. Project Management

1. Development of details related to project management activities and fees will be specified via an amendment to this Agreement at such time as the 2026 the Downtown Revitalization Program TXCDBG Application is selected for funding (if selected).
2. The Project Management amendment will include administrative fees as developed in City of Big Spring's 2026 Downtown Revitalization Program TXCDBG Application and all TDA and HUD required language for administrative Agreements at the time of TXCDBG funding award.
3. It is expressly understood that the execution of this Interlocal Agreement does not imply or guarantee City of Big Spring will receive funding under the 2026 Downtown Revitalization Program TXCDBG program.
4. The execution of this interlocal agreement establishes a contractual relationship between SPAG and City of Big Spring prior to the development of an application to the 2026 Downtown Revitalization Program TXCDBG program pursuant any interpretation of 2 CFR 200.317-200.326.

In consideration of the services described in the foregoing paragraph, and in consideration of a future amendment to include project management activities and cost, to be rendered by SPAG, to the City of Big Spring, the SPAG agrees that application development activities will be at no cost to the City of Big Spring.

TERMS AND CONDITIONS

Modification/Amendment:

The City of Big Spring and SPAG may, upon mutual agreement, modify or amend this Agreement. Modifications, including any increase or decrease in the amount of compensation or scope of services, will be incorporated into this Agreement and finalized through a signed, written amendment.

Assignability:

The City of Big Spring and SPAG may assign interest in this Agreement (whether by assignment or novation) with the written consent of the other.

Termination of Agreement for Cause:

If, through any cause, SPAG shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SPAG shall violate any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to SPAG of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by SPAG under this Agreement shall, at the option of the City, become its property and SPAG shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, SPAG shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by SPAG, and the City may withhold any payments to SPAG for the purpose of set off until such time as the exact amount of damages due the City from SPAG is determined.

Termination for Convenience of the City:

The City may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to SPAG. If the Agreement is terminated by the City as provided herein, SPAG will be paid for the time provided and expenses incurred up to the termination date.

Termination for Convenience of SPAG:

SPAG may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the City. If the Agreement is terminated by SPAG as provided herein, the City will be provided all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by SPAG under this Agreement.

Waiver of Extra-Agreementual Liability

SPAG shall not be held liable or responsible for the funding selection and project performance determinations by the Texas Department of Agriculture. It is the City's final responsibility to meet all the Downtown Revitalization

Program TXCDBG application requirements and project administration requirements (contingent upon funding) associated with the program.

Severability

Should any one or more of the provisions of this agreement be held to be null, void, voidable, or for any reason whatsoever, of no force and effect, such provision(s) shall be construed as severable from the remainder of this agreement and shall not affect the validity of all other provisions of this agreement, which shall remain in full force and effect.

Interest of Members of a City:

No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the administration, construction, engineering or implementation of the Downtown Revitalization Program (TXCDBG) Grant award between TDA and the City, shall have any personal financial interest, direct or indirect, in this Agreement. SPAG shall take appropriate steps to assure compliance.

Interest of Other Local Public Officials:

No member of the governing body of the Grant Recipient and no other public official of such Grant Recipient, who exercises any functions or responsibilities in connection with the administration, construction, engineering or implementation of the Downtown Revitalization Program (TXCDBG) Grant award between TDA and the City, shall have any personal financial interest, direct or indirect, in this Agreement; and SPAG shall take appropriate steps to assure compliance.

Interest of SPAG and Employees:

SPAG covenants that it presently has no interest and shall not acquire interest, direct or indirect, with the Downtown Revitalization Program TXCDBG award between TDA and the City, or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. SPAG further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

EXECUTION

Executed on _____.

BY: _____

Robert Moore, MAYOR

City of Big Spring

Approved and accepted on behalf of South Plains Association of Governments (SPAG)

BY: _____

Kelly Criswell, EXECUTIVE DIRECTOR

REVIEWED: _____

Tim Schwartz, DIRECTOR OF FINANCE



Memorandum

Date: March 24, 2026

From: Sandy Smith, Finance Director

To: Mayor and City Council

Re: Budget Amendment – Emergency Greens Repair at Comanche Trail Golf Course

Purpose

The purpose of this memo is to request approval of a budget amendment revising the General Fund budget to authorize the purchase of bent grass needed for emergency repairs to the greens at Comanche Trail Golf Course.

Background

Staff have identified significant damage to several greens at Comanche Trail Golf Course requiring immediate remediation to maintain course playability. Emergency replacement of the damaged greens is necessary to prevent further deterioration, avoid higher long-term repair costs, and ensure continued course operations for the public.

Budget Impact

There is no impact on Fund Balance. The amendment reallocates existing budgeted resources and does not require additional appropriations beyond current funding levels.

Recommendation

Staff recommend that City Council approve the budget amendment revising the General Fund budget for the purpose of purchasing bent grass for emergency repairs of the greens at Comanche Trail Golf Course.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 024-2025 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026 BY REVISING THE GENERAL FUND BUDGET FOR THE PURPOSE OF PURCHASING BENT GRASS FOR EMERGENCY REPAIRS OF THE GREENS AT COMANCHE TRAIL GOLF COURSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

SECTION 1. The General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026 is hereby revised by transferring \$51,000.00 to account 002-027-390-5122-000, from account 002-027-390-6314-000 for the purpose of purchasing bent grass for emergency repairs of the greens at Comanche Trail Golf Course. The Fund Balance remains unchanged.

SECTION 2. The remaining portions of Ordinance Number 024-2025 shall remain in full force and effect.

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

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

SECTION 5. This ordinance shall be in full force and effective after its final reading.

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 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



Staff Report

To: The Honorable Mayor and City Council

From: The City Manager

Date: March 24, 2026

Subject: First Reading of an Ordinance of the City Council of the City of Big Spring Providing for the Interpretation of References in the Big Spring City Code to Statutes, Rules or Ordinances, and Providing for the Adoption of Amendments to Provisions in the Big Spring City Code Which Contain a List, Amending Chapter 1 of the Big Spring Code Entitled "General Provisions" Sections 1-2 And 1-5; 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.

RECOMMENDATION:

Staff recommends approval.

BACKGROUND:

The City's code of ordinances, the Big Spring City Code, contains several references to statutes, other ordinances, and regulations. This ordinance would clarify that City Council intends, in referring to such a law, when the law is updated that the reference will refer to the updated law.

The Big Spring City Code has instructions on how to draft amendments. This ordinance also adds an instruction on how to add to a list contained in an ordinance. An example would be a list of definitions.

FISCAL IMPACT:

ATTACHMENTS:

Ordinance on the interpretation of references to statutes and on amending ordinances

REPORT PREPARED BY:

Andrew Hagen, City Attorney

APPROVED BY:

Todd Darden, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING PROVIDING FOR THE INTERPRETATION OF REFERENCES IN THE BIG SPRING CITY CODE TO STATUTES, RULES OR ORDINANCES, AND PROVIDING FOR THE ADOPTION OF AMENDMENTS TO PROVISIONS IN THE BIG SPRING CITY CODE WHICH CONTAIN A LIST, AMENDING CHAPTER 1 OF THE BIG SPRING CODE ENTITLED "GENERAL PROVISIONS" SECTIONS 1-2 AND 1-5; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. Section 1-2 of the Big Spring City Code is hereby amended by modifying the following provision.

Big Spring City Code
Chapter 1, General Provisions

Section 1-2. Definitions and rules of construction.

In the construction of this Code and of all ordinances and resolutions, the rules of construction and definitions set out in this section shall be observed. The rules of construction and definitions set out in this section shall not be applied to any section of this Code which contain any express provisions excluding such construction or where the subject matter or context of the section may be repugnant thereto.

Generally.

(1) The ordinary signification shall be applied to all words, except words of art or words connected with a particular trade or profession or subject matter when they shall have the signification attached to them by experts in such trade or profession or with reference to such subject matter.

(2) In all interpretations, the courts shall look diligently for the intention of the city council, keeping in view, at all times, the old law, the evil, and the remedy. Grammatical errors shall not vitiate, and a transposition of words and clauses may be resorted to when the sentence or clause is without meaning as it stands.

(3) All general provisions, terms, phrases, and expressions contained in this Code shall be liberally construed in order that the true intent and meaning of the city council may be fully carried out. In the interpretation and application of any provision of this Code, they shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience, and general welfare.

(4) Where any provision of this Code imposes greater restrictions on the subject matter than the other provisions of this Code, the provisions imposing the greater restriction or regulation shall be deemed to be controlling. The specific controls over the general.

(5) Unless expressly provided otherwise, a reference to any portion of a statute, rule, or ordinance applies to all reenactments, revisions, or amendments of the statute, rule, or ordinance.

SECTION 3. Section 1-5 of the Big Spring City Code is hereby amended by inserting the following provision(s) in the appropriate order.

Big Spring City Code
Chapter 1, General Provisions

Section 1-5, Amendments to Code; effect of new ordinances; amendatory language.

(a) All ordinances passed subsequent to the passage of the ordinances originally included herein, which amend, repeal or in any way affect this Code, may be numbered in accordance with the numbering system of this Code and added hereto. In the case of repealed chapters, sections and subsections, or any part thereof, by subsequent ordinances, such repealed portions may be excluded from the Code by omission from reprinted pages affected thereby.

(b) Amendments to any of the provisions of this Code may be made by amending such provisions by specific reference to the section number of this Code in the following language: "Section _____ of the Big Spring City Code is hereby amended to read as follows:" The new provision may then be set out in full as desired.

(b-1) Amendments to any of the provisions of this Code which contain a list may be made by amending such provisions by specific reference to the section number of this Code in the following language: "Section _____ of the Big Spring City Code is hereby amended by (inserting) (modifying) (deleting) the following provision(s) (in the appropriate order)." The new inserted, modified, or deleted provision(s) in the list may then be set out and such shall not affect the remainder of the section or other provision(s) in the list.

(c) In the event a new section (or article or chapter) not theretofore existing in the Code is to be added, the following language may be used: "The Big Spring City Code is hereby amended by adding a section (or article or chapter) to be numbered _____, which said section (or article or chapter) reads as follows:...." The new section (or article or chapter) may then be set out in full as desired.

(d) All sections, articles, chapters, or provisions desired to be repealed shall be specifically repealed by section, article or chapter number, as the case may be.

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

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

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

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

SECTION 7. This Ordinance is ordered to be codified.

SECTION 8. This Ordinance shall become effective upon its second publication according to law.

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

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

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

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS REPEALING TWO PARTS OF THE BIG SPRING CITY CODE THAT CONFLICT WITH STATE LAW ON INTERFERENCE WITH PUBLIC DUTIES BY AMENDING CHAPTER 8 OF THE BIG SPRING CITY CODE ENTITLED “ANIMALS,” ARTICLE I “IN GENERAL,” SECTION 8-3 BY MODIFYING SUBSECTION (a) AND REPEALING SUBSECTION (b), AND CHAPTER 38 OF THE BIG SPRING CITY CODE ENTITLED “OFFENSES AND MISCELLANEOUS PROVISIONS,” ARTICLE I “IN GENERAL,” SECTION 38-2 BY REPEALING SECTION 38-2; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Texas state law on interfering with public duties currently states in part that “a person commits an offense if the person with criminal negligence interrupts, disrupts, impedes, or otherwise interferes with (1) a peace officer while the peace officer is performing a duty or exercising authority imposed or granted by law. . .” Section 38.15, Texas Penal Code; and

WHEREAS, the same statute prohibits interference with emergency medical technicians, firefighters, persons who have responsibility for animal control, and other public servants; and

WHEREAS, the city may not enact or enforce a law that makes any conduct covered by the Texas Penal Code an offense subject to a criminal penalty, while the law governing the conduct proscribed by the Texas Penal Code is legally enforceable; and

WHEREAS, in the Big Spring City Code, the abbreviation “ACD” stands for the Animal Control Division of the Big Spring Police Department; and

WHEREAS, City Council would repeal two provisions in the Big Spring City Code that are unneeded in light of state law; 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 8 entitled “Animals,” Article I entitled “In General,” Section 8-3, is hereby amended in part as follows:

Sec 8-3. – Enforcement; police powers.

(a) The ACD, and other authorized employees of the city police department, shall have, within the city and other areas within the jurisdiction of the ACD, all of the powers and authority of peace officers to the extent only, and no further, of enforcing state statutes and regulations, this chapter and other ordinances relating to animals. ~~No person shall interfere in any manner or give false information to the above-stated employees in the performance of their duties.~~

~~(b) A custodian of any animal shall immediately comply with an order to surrender such animal issued by the ACD or police department.~~

SECTION 3. The Big Spring City Code, Chapter 38 entitled “Offences and Miscellaneous Provisions,” Article I entitled “In General,” Section 38-2, is hereby repealed in its entirety:

Sec 38-2. – ~~Hindering officers discharging official duties.~~ Reserved.

~~It shall be unlawful for any person to hinder, obstruct, resist or otherwise interfere with any city officer or member of the police force of the city in the discharge of his official duties, nor shall any person attempt to prevent any such member of the police force from lawfully arresting any person, nor shall any person attempt to rescue from such member of said police force any person in his custody.~~

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

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

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

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

SECTION 7. This Ordinance is ordered to be codified.

SECTION 8. This Ordinance shall become effective upon its second publication according to law.

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

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

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

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE ANNEXING TO THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS, A TRACT APPROXIMATELY 0.57 ACRES, MORE OR LESS, OUT OF THE NORTHEAST QUARTER OF SECTION 8, BLOCK 32, T-1-S, T&P RR CO. SURVEY, HOWARD COUNTY, TEXAS, SAID TRACT BEING LOCATED ENTIRELY WITHIN THE EXTRATERRITORIAL JURISDICTION OF AND CONTIGUOUS TO THE CITY OF BIG SPRING, AND BEING FURTHER AND MORE PARTICULARLY DESCRIBED HEREUNDER, ON THE REQUEST OF DANJA ANN HERNANDEZ AS LANDOWNER; EXTENDING THE BOUNDARY LIMITS OF THE CITY OF BIG SPRING SO AS TO INCLUDE SAID PROPERTY WITHIN THE CITY LIMITS OF SAID CITY; GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS; BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF BIG SPRING; ADOPTING A MUNICIPAL SERVICES AGREEMENT; 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 home-rule municipal corporation of the State of Texas;

WHEREAS, Texas Local Government Code § 43.003 authorizes a home-rule municipality of the State of Texas to, according to rules as may be provided by the charter of the municipality and not inconsistent with the requirements prescribed by that chapter, fix the boundaries of the municipality, extend the boundaries of the municipality and annex area adjacent to the municipality, and exchange area with other municipalities;

WHEREAS, Texas Local Government Code § 43.0671 authorizes the annexation of territory by a municipality on request of each owner of the land, subject to the laws of the State of Texas;

WHEREAS, pursuant to the Charter of the City of Big Spring, Article III entitled "General City Powers," Section 1, the City shall have all the powers granted to municipal corporations and to cities by the Constitution and Laws of the State of Texas, together with all the implied powers necessary to carry into execution all the powers granted. The enumeration of particular powers by this Charter shall not be deemed to be exclusive, and in addition to the powers enumerated therein or implied thereby, or appropriate to the exercise of such powers, it is intended that the City shall have, and may exercise, all powers of local self-government, as well as all powers enumerated for Home Rule municipalities in the Texas Local Government Code, and amendments thereto and

hereafter enacted; and any other powers which, under the Constitution and Laws of the State of Texas, or the United States, it would be competent for this Charter specifically to enumerate;

WHEREAS, Danja Ann Hernandez, a natural person, is the owner of a tract of land contiguous to the City of Big Spring and described as approximately 0.57 acres out of the NE/4 of Section 8, Block 32, T-1-S, T&P RR Co. Survey, Howard County, Texas, the entirety of which is located within the extraterritorial jurisdiction of and contiguous to the City of Big Spring, Texas, which property is further described and depicted hereunder (the “Property”);

WHEREAS, the City has received a Petition Requesting Annexation by Area Landowners, executed by Danja Ann Hernandez as of the 9th day of March, 2026, petitioning the City Council of Big Spring to extend the present city limits so as to include the Property as part of the City of Big Spring, Texas, attached hereto as Exhibit A and incorporated herein for all intents and purposes;

WHEREAS, Texas Local Government Code § 43.0672 requires that a written agreement for the provision of services be negotiated and entered into between the owners of the land being annexed and the municipality annexing land under that subchapter;

WHEREAS, in their meeting held as of the 24th day of March, 2026, the City Council of Big Spring authorized the City Manager to execute a Municipal Services Agreement by and between the City of Big Spring and Danja Ann Hernandez;

WHEREAS, the Municipal Services Agreement negotiated by and between Danja Ann Hernandez and the City of Big Spring and dated as of the 24th day of March, 2026, is attached hereto as Exhibit B and incorporated herein for all intents and purposes;

WHEREAS, pursuant to Texas Local Government Code § 43.005 and in accordance with Texas Local Government Code § 212.172(b-1), written disclosures were made by the City of Big Spring to the landowner Danja Ann Hernandez;

WHEREAS, pursuant to Texas Local Government Code § 43.0673, notice of the public hearing was published in the Big Spring Herald edition of Friday, March 13, 2026 and was posted on the City’s website accessed at the following web link: <<[<https://www.mybigspring.com/DocumentCenter/View/36002/Notice-of-Public-Hearing>>](https://www.mybigspring.com/DocumentCenter/View/36002/Notice-of-Public-Hearing)>> on Wednesday, March 11, 2026 and has remained published thereon as of this date of hearing;

WHEREAS, pursuant to Texas Local Government Code § 43.905 and § 43.905, written notice of the proposed annexation was sent by the City of Big Spring to each public school district located in the Property and each public entity that is located in or provides services to the Property;

WHEREAS, the Charter of the City of Big Spring, Article IV entitled “City Government,” Section 1a, provides that an area annexed into the territorial limits of the City of Big Spring shall be immediately added to one or more districts;

WHEREAS, the Property is contiguous to City Council District No. 5 of the City of Big Spring and, by this Ordinance, is hereby added to City Council District No. 5 of the City of Big Spring and the boundaries for City Council District No. 5 hereby ordered to be redrawn accordingly;

WHEREAS, the procedures prescribed by the Texas Local Government Code and Charter of the City of Big Spring, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

The Property is a 0.57-acre tract of land out of the NE/4 of Section 8, Block 32, T-1-S, T&P RR Co. Survey, Howard County, Texas, conveyed to Danja Ann Gonzales by Bobby Dale Barber and Cheryll Ann Barber by a general warranty deed dated July 10, 2025, and recorded in volume 2303, pages 636-639 of the real property records of Howard County, Texas, and which is further described in metes and bounds as follows:

BEGINNING at a 1/2" I.R. with cap set in the west right-of-way line of Virginia Street (30.0' right-of-way) for the NE corner of this tract; from said rod the NW corner of Block 4, Cedar Ridge addition as filed in Envelope No. 14-B, Plat Records of Howard County, Texas bears N. 75° 14' 10" E. 30.0' and N. 14° 37' 50" W. 25.0' and from said rod set the NE corner of Section 8, Block 32, T-1-S, T&P RR Co. Survey, Howard County, Texas, bears N. 14° 37' 50" W. 75.0' and N. 75° 14' 10" E. (Record Bearing) 1251.94'

THENCE S. 14° 37' 50" E. along the west right-of-way line of said Virginia Street, a distance of 138.0' to a 1/2" I.R. with cap set for the SE corner of this tract;

THENCE S. 75° 14' 10" W. parallel with the north line of said Section 8, a distance of 180.0' to a 1/2" I.R. with cap set for the SW corner of this tract;

THENCE N. 14° 37' 50" W. parallel with the west right-of-way line of said Virginia Street, a distance of 138.0' to a 1/2" I.R. with cap set for the NW corner of this tract;

THENCE N. 75° 14' 10" E. parallel to the north line of said Section 8, a distance of 180.0' to the PLACE OF BEGINNING, containing 0.57 acres of land.

Note: The east 20-ft of this tract will be used as a utility easement.

WHEREAS, after hearing and upon consideration of the arguments for and against the same, the City Council of Big Spring finds it in the public interest to accept the landowners request for annexation and voted to annex the Property described herein into the territorial limits of the City of Big Spring.

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

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

SECTION 2. The heretofore described Property is hereby annexed to the City of Big Spring, Howard County, Texas, and that the boundary limits of the City of Big Spring, Howard County, Texas be and the same are hereby extended to include the above described territory within the city limits of the City of Big Spring, Howard County, Texas, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Big Spring and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

SECTION 3. A Municipal Services Agreement for the Property attached hereto as Exhibit B is hereby adopted and incorporated herein for all intents and purposes.

SECTION 4. The Property is hereby added to City Council District No. 5 of the City of Big Spring and the boundaries of City Council District No. 5 are hereby ordered to be redrawn accordingly.

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

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

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

SECTION 8. This Ordinance is ordered to be codified.

SECTION 9. This Ordinance shall become effective upon its second publication according to law.

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

SECTION 11. The City Secretary is hereby directed to file with the County Clerk of Howard County, Texas, a certified copy of this ordinance.

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 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

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS:

Consistent with Subchapter C-3, Chapter 43, Texas Local Government Code, the undersigned owner(s) of the hereinafter described tract of land, hereby petition(s) the City Council of the City of Big Spring, Texas, to extend the present City limits so as to annex and include as part of the City of Big Spring, Texas, the following described territory, to wit:

The Property is a 0.57-acre tract of land out of the NE/4 of Section 8, Block 32, T-1-S, T&P RR Co. Survey, Howard County, Texas, conveyed to Danja Ann Gonzales by Bobby Dale Barber and Cheryll Ann Barber by a general warranty deed dated July 10, 2025, and recorded in volume 2303, pages 636-639 of the real property records of Howard County, Texas, and as more particularly described and depicted in the metes and bounds description contained in Exhibit "A" which is attached hereto and incorporated herein for all intents and purposes (the "Annexation Property").

I/We certify that the above-described tract of land is contiguous and adjacent to the City of Big Spring, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land. Consistent with Subchapter C-3, Chapter 43, Texas Local Government Code, I/We hereby request and give my/our consent to the annexation of the Annexation Property.

PROPERTY OWNER(S):

Signed: D. Hernandez
Name: Danja Hernandez
Date: 3/9/2026

THE STATE OF TEXAS §
 §
COUNTY OF HOWARD §

BEFORE ME, the undersigned authority, on this day personally appeared Danja Ann Hernandez, known to me (or proved to me on the oath of _____ or through description of identity card or other document) to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 9 day of March, 2026.

Stephanie Kemunto Arita
Notary Public in and for
Howard County, Texas.

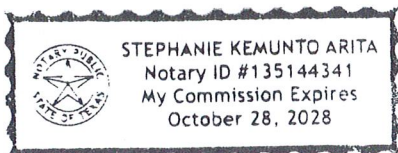


EXHIBIT A

(Metes and bounds description of the Annexation Property)

BEING a 0.57 acre tract of land out of the NE/4 of Section 8, Block 32, T-1-S, T&P RR Co. Survey, Howard County, Texas, described by metes and bounds as follows:

BEGINNING at a 1/2" I.R. with cap set in the west right-of-way line of Virginia Street (30.0' right-of-way) for the NE corner of this tract; from said rod the NW corner of Block 4, Cedar Ridge addition as filed in Envelope No. 14-B, Plat Records of Howard County, Texas bears N. 75° 14' 10" E. 30.0' and N. 14° 37' 50" W. 25.0' and from said rod set the NE corner of Section 8, Block 32, T-1-S, T&P RR Co. Survey, Howard County, Texas, bears N. 14° 37' 50" W. 75.0' and N. 75° 14' 10" E. (Record Bearing) 1251.94'

THENCE S. 14° 37' 50" E. along the west right-of-way line of said Virginia Street, a distance of 138.0' to a 1/2" I.R. with cap set for the SE corner of this tract;

THENCE S. 75° 14' 10" W. parallel with the north line of said Section 8, a distance of 180.0' to a 1/2" I.R. with cap set for the SW corner of this tract;

THENCE N. 14° 37' 50" W. parallel with the west right-of-way line of said Virginia Street, a distance of 138.0' to a 1/2" I.R. with cap set for the NW corner of this tract;

THENCE N. 75° 14' 10" E. parallel to the north line of said Section 8, a distance of 180.0' to the PLACE OF BEGINNING, containing 0.57 acres of land.

Note: The east 20-ft of this tract will be used as a utility easement.

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF BIG SPRING, TEXAS
AND DANJA ANN HERNANDEZ.**

This Municipal Services Agreement ("Agreement") is entered into pursuant to Section 43.0672 of the Texas Local Government Code, as amended, by and between the City of Big Spring, Texas, a home-rule municipality of the State of Texas ("City") and Danja Ann Hernandez (formerly Danja Ann Gonzales and hereinafter referred to as "Owner"). The City and Owner may hereafter be referred to collectively as the "parties," or, individually, as a "party."

RECITALS

WHEREAS, Section 43.0671 of the Texas Local Government Code permits the City to annex an area if all owners of land in the area request the annexation thereof;

WHEREAS, pursuant to Section 43.0672 of the Texas Local Government Code, the governing body of a municipality that elects to annex an area on request of the landowners must first negotiate and enter into a written agreement with the owners of such land setting forth the services to be provided in the area on or after the effective date of annexation;

WHEREAS, Owner owns certain real property in Howard County, Texas, consisting of approximately 0.57-acre tract of land in the City's extraterritorial jurisdiction, such property being more particularly described and depicted in Exhibit "A," which is attached hereto and incorporated herein for all purposes (the "Property");

WHEREAS, the City and Owner agree the Property is adjacent to the City of Big Spring and contiguous to the City of Big Spring's corporate limits;

WHEREAS, Owners have filed a written request with the City for full-purpose annexation of the Property (the "Petition");

WHEREAS, the City and Owner desire to annex the Property in accordance with Chapter 43 of the Texas Local Government Code, as amended;

WHEREAS, the City and Owner desire to enter into this Agreement to set forth the services to be provided to the Property on or after the effective date of annexation in accordance with Section 43.0672 of the Texas Local Government Code;

WHEREAS, pursuant to Section 43.005 of the Texas Local Government Code, written disclosures are provided to Owner in Exhibit "X," which is attached hereto and incorporated herein for all purposes (the "Written Disclosures");

WHEREAS, the Petition and execution of this Agreement are subject to approval by the City Council of Big Spring (the "City Council");

WHEREAS, the City and Owner acknowledge that this Agreement is binding upon the City and Owner and their respective successors and assigns for the term of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Howard

County, Texas

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The parties hereby agree that the foregoing recitals are true and correct and form the basis upon which the parties have entered into this Agreement. The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. INTENT.

It is the intent of the City that this Agreement provide for the delivery of available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

SECTION 3. TERM.

This Agreement shall be effective as of the date of latter execution of this Agreement by City and Owner (the "Effective Date"). This Agreement is intended to run with the Property, and shall be recorded in the deed records of Howard County, Texas, and shall be binding upon the Property.

SECTION 4. PROPERTY.

This Agreement is only applicable to the Property, which is the subject of the Petition.

SECTION 5. LIST OF SERVICES TO BE PROVIDED TO THE PROPERTY.

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owners' participation in accordance with applicable city ordinances, rules, regulations, and policies.
 - i. Fire – The City's Fire Department will provide emergency and fire protection services.
 - ii. Police – The City's Police Department will provide protection and law enforcement services.
 - iii. Emergency Medical Services - The City's Fire Department will provide emergency medical services.
 - iv. Planning, Zoning, and Building – The City will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.

v. Publicly Owned Parks, Facilities, and Buildings

1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, the aquatic center, etc.), and buildings throughout the City and as owned by the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.
2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

vi. Streets The City will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.

vii. Water

1. At Owner's sole cost and expense:
 - a. Owner is responsible for connecting to the City water system according to City specifications, rules, and guidelines;
 - b. Owner is also responsible for building water mains in the Property according to City specifications, rules, and guidelines;
 - c. Owner shall comply with the City's building codes, plumbing codes, and other applicable ordinances and regulations; and
 - d. Properly plugging and abandoning any existing water wells on the Property in accordance with applicable laws and regulations.
2. All water and sewer infrastructure installed by Owner shall be subject to inspection and approval by the City prior to activation of service.
3. Upon approval by the City of the water infrastructure and once connected to the City's water mains, the City water system will be provided by the City at rates established by City ordinances for such service.
4. New homes will be required to connect to the City's water at the Owner's cost and expense.

viii. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

ix. Code Compliance – The City's Code Compliance Department will provide education, enforcements, and abatement relating to code violations within the Property.

- b. It is understood and agreed that the City is not required to provide a service that is not

included in this Agreement.

- c. Owner understands and acknowledges that any City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

SECTION 6. CONSENT TO ANNEX.

Owner requests that the City of Big Spring, Texas annex the Property.

SECTION 7. MISCELLANEOUS PROVISIONS.

- (a) **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
- (b) **AMENDMENTS.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (c) **ASSIGNMENT.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Petition and of this Agreement is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
- (e) **BINDING OBLIGATION.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (f) **CAPTIONS.** The captions to the various clauses of this Agreement are for informational or convenience purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- (g) **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which constitute one and the same instrument.
- (h) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior written agreements and all prior, contemporaneous, or subsequent oral agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

- (i) **FORCE MAJEURE.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (j) **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Howard County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action arising under this Agreement shall lie in the state courts of Howard County, Texas.
- (k) **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
- (l) **NO WAIVER.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the authorized representative of the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- (m) **NON-WAIVER OF GOVERNMENTAL IMMUNITY.** The City of Big Spring, a Texas municipal corporation, expressly retains all rights and benefits of governmental immunity from liability and suit for damages in accordance with: Title 5, Texas Civil Practice and Remedies Code; Subchapter I, Chapter 271, Texas Local Government Code; and any other law, if applicable. Nothing in this Agreement shall be deemed as a waiver of governmental immunity or as increasing the City of Big Spring's liability beyond any statutory limitation of liability. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Big Spring which would otherwise be barred under the doctrine of governmental immunity or operation of law.
- (n) **NOTICES.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

if to City: City of Big Spring, Texas
 310 Nolan Street
 Big Spring, Texas 79720
 Attn: Todd Darden

if to Owner: Danja Ann Hernandez



- (o) **RECORDING.** This Agreement is intended to run with the Property, and upon execution by the Parties shall be recorded in the deed records of Howard County, Texas, and shall be binding upon the Property.
- (p) **SEVERABILITY.** If any part, term, or provision of this Agreement is for any reason held by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
- (q) **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY:

CITY OF BIG SPRING, TEXAS,
A Texas home-rule municipality

By: _____
Todd Darden, City Manager

Date: _____

ATTEST:

Tami L. Davis, City Secretary

APPROVED AS TO FORM ONLY:

Andrew W. Hagen, City Attorney

STATE OF TEXAS

§

COUNTY OF HOWARD

§

§

This instrument was acknowledged before me on the ____ day of _____, 202__, by Todd Darden, City Manager of the City of Big Spring, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public, State of Texas

OWNER:

DANJA ANN HERNANDEZ

A natural person

By: *d hernandez*
Danja Ann Hernandez

Address:

Date: March 9, 2026

STATE OF TEXAS

§
§
§

COUNTY OF HOWARD

This instrument was acknowledged before me on the 9th day of March,
2026, by Danja Ann Hernandez.

Stella

Notary Public, State of Texas

After Recording Return to:

City of Big Spring
Office of the City Manager
310 Nolan St.
Big Spring, Texas 79720

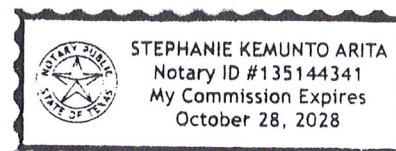


EXHIBIT A

(Legal description of the Annexation Property)

(Metes and bounds description of the Annexation Property)

The Property is a 0.57-acre tract of land out of the NE/4 of Section 8, Block 32, T-1-S, T&P RR Co. Survey, Howard County, Texas, conveyed to Danja Ann Gonzales by Bobby Dale Barber and Cheryl Ann Barber by a general warranty deed dated July 10, 2025, and recorded in volume 2303, pages 636-639 of the real property records of Howard County, Texas, and which is further described in metes and bounds as follows:

BEGINNING at a 1/2" I.R. with cap set in the west right-of-way line of Virginia Street (30.0' right-of-way) for the NE corner of this tract; from said rod the NW corner of Block 4, Cedar Ridge addition as filed in Envelope No. 14-B, Plat Records of Howard County, Texas bears N. 75° 14' 10" E. 30.0' and N. 14° 37' 50" W. 25.0' and from said rod set the NE corner of Section 8, Block 32, T-1-S, T&P RR Co. Survey, Howard County, Texas, bears N. 14° 37' 50" W. 75.0' and N. 75° 14' 10" E. (Record Bearing) 1251.94'

THENCE S. 14° 37' 50" E. along the west right-of-way line of said Virginia Street, a distance of 138.0' to a 1/2" I.R. with cap set for the SE corner of this tract;

THENCE S. 75° 14' 10" W. parallel with the north line of said Section 8, a distance of 180.0' to a 1/2" I.R. with cap set for the SW corner of this tract;

THENCE N. 14° 37' 50" W. parallel with the west right-of-way line of said Virginia Street, a distance of 138.0' to a 1/2" I.R. with cap set for the NW corner of this tract;

THENCE N. 75° 14' 10" E. parallel to the north line of said Section 8, a distance of 180.0' to the PLACE OF BEGINNING, containing 0.57 acres of land.

Note: The east 20-ft of this tract will be used as a utility easement.

EXHIBIT X

WRITTEN DISCLOSURES

Pursuant Sections 212.172(b-1) of the Texas Local Government Code, the City of Big Spring (the "City" herein) hereby makes, and Danja Ann Hernandez (the "Owner" herein) hereby warrants and covenants that she has received, acknowledged, and agreed to, the written disclosures so stated hereunder in this Exhibit X to the MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF BIG SPRING, TEXAS, AND DANJA ANN HERNANDEZ (the "Agreement"). The term "Owner" includes all owners of the Property, as defined in the Agreement.

In accordance with Section 212.172(b-1)(1) of the Texas Local Government Code, the Owner hereby warrants and agrees that she has entered into the Agreement voluntarily and has consented, pursuant to the provisions of Chapter 43 and Section 212.172(b-1)(4) of the Texas Local Government Code, to the annexation of the Property as a whole in accordance with and by the terms of the Agreement.

As required under Section 212.172(b-1)(2) and 212.172(b-1)(3), Texas Local Government Code, the parties hereto hereby acknowledge that, upon petition of the Owner and in accordance with the terms of the Agreement, the Property shall be annexed in accordance with the procedures set out in Subchapter C-3 of Chapter 43, Texas Local Government Code, and the City shall be authorized to annex the Property pursuant to Section 43.0671 of the Texas Local Government Code and in accordance with the Agreement.

Owner hereby waives any requirement in Chapter 43 related to procedures or service provision and hereby consents to the procedures and services as provided in the Agreement. Owner further waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions taken by Owner in violation of this Agreement.

Except as specified herein and as permitted by applicable law, the City of Big Spring expressly retains all rights and benefits of governmental immunity from liability and suit for damages in accordance with: Title 5, Texas Civil Practice and Remedies Code; Subchapter I, Chapter 271, Texas Local Government Code; and any other law, if applicable. Except as specifically required by law, the City does not waive immunity from suit and nothing in this Agreement shall be deemed as a waiver of governmental immunity or as increasing the City of Big Spring's liability beyond any statutory limitation of liability.

The Agreement shall run with the Property and be recorded in the real property records of Howard County, Texas.

OWNER:

DANJA ANN HERNANDEZ

Signature: *D. Hernandez*

Name: *Danja Hernandez*

Date: *March 9, 2026*

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF BIG SPRING, TEXAS
AND DANJA ANN HERNANDEZ.**

This Municipal Services Agreement ("Agreement") is entered into pursuant to Section 43.0672 of the Texas Local Government Code, as amended, by and between the City of Big Spring, Texas, a home-rule municipality of the State of Texas ("City") and Danja Ann Hernandez (formerly Danja Ann Gonzales and hereinafter referred to as "Owner"). The City and Owner may hereafter be referred to collectively as the "parties," or, individually, as a "party."

RECITALS

WHEREAS, Section 43.0671 of the Texas Local Government Code permits the City to annex an area if all owners of land in the area request the annexation thereof;

WHEREAS, pursuant to Section 43.0672 of the Texas Local Government Code, the governing body of a municipality that elects to annex an area on request of the landowners must first negotiate and enter into a written agreement with the owners of such land setting forth the services to be provided in the area on or after the effective date of annexation;

WHEREAS, Owner owns certain real property in Howard County, Texas, consisting of approximately 0.57-acre tract of land in the City's extraterritorial jurisdiction, such property being more particularly described and depicted in Exhibit "A," which is attached hereto and incorporated herein for all purposes (the "Property");

WHEREAS, the City and Owner agree the Property is adjacent to the City of Big Spring and contiguous to the City of Big Spring's corporate limits;

WHEREAS, Owners have filed a written request with the City for full-purpose annexation of the Property (the "Petition");

WHEREAS, the City and Owner desire to annex the Property in accordance with Chapter 43 of the Texas Local Government Code, as amended;

WHEREAS, the City and Owner desire to enter into this Agreement to set forth the services to be provided to the Property on or after the effective date of annexation in accordance with Section 43.0672 of the Texas Local Government Code;

WHEREAS, pursuant to Section 43.005 of the Texas Local Government Code, written disclosures are provided to Owner in Exhibit "X," which is attached hereto and incorporated herein for all purposes (the "Written Disclosures");

WHEREAS, the Petition and execution of this Agreement are subject to approval by the City Council of Big Spring (the "City Council");

WHEREAS, the City and Owner acknowledge that this Agreement is binding upon the City and Owner and their respective successors and assigns for the term of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Howard

County, Texas

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The parties hereby agree that the foregoing recitals are true and correct and form the basis upon which the parties have entered into this Agreement. The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. INTENT.

It is the intent of the City that this Agreement provide for the delivery of available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

SECTION 3. TERM.

This Agreement shall be effective as of the date of latter execution of this Agreement by City and Owner (the "Effective Date"). This Agreement is intended to run with the Property, and shall be recorded in the deed records of Howard County, Texas, and shall be binding upon the Property.

SECTION 4. PROPERTY.

This Agreement is only applicable to the Property, which is the subject of the Petition.

SECTION 5. LIST OF SERVICES TO BE PROVIDED TO THE PROPERTY.

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owners' participation in accordance with applicable city ordinances, rules, regulations, and policies.
 - i. Fire – The City's Fire Department will provide emergency and fire protection services.
 - ii. Police – The City's Police Department will provide protection and law enforcement services.
 - iii. Emergency Medical Services - The City's Fire Department will provide emergency medical services.
 - iv. Planning, Zoning, and Building – The City will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.

v. Publicly Owned Parks, Facilities, and Buildings

1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, the aquatic center, etc.), and buildings throughout the City and as owned by the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.
2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

vi. Streets The City will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.

vii. Water

1. At Owner's sole cost and expense:
 - a. Owner is responsible for connecting to the City water system according to City specifications, rules, and guidelines;
 - b. Owner is also responsible for building water mains in the Property according to City specifications, rules, and guidelines;
 - c. Owner shall comply with the City's building codes, plumbing codes, and other applicable ordinances and regulations; and
 - d. Properly plugging and abandoning any existing water wells on the Property in accordance with applicable laws and regulations.
2. All water and sewer infrastructure installed by Owner shall be subject to inspection and approval by the City prior to activation of service.
3. Upon approval by the City of the water infrastructure and once connected to the City's water mains, the City water system will be provided by the City at rates established by City ordinances for such service.
4. New homes will be required to connect to the City's water at the Owner's cost and expense.

viii. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

ix. Code Compliance – The City's Code Compliance Department will provide education, enforcements, and abatement relating to code violations within the Property.

- b. It is understood and agreed that the City is not required to provide a service that is not

included in this Agreement.

- c. Owner understands and acknowledges that any City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

SECTION 6. CONSENT TO ANNEX.

Owner requests that the City of Big Spring, Texas annex the Property.

SECTION 7. MISCELLANEOUS PROVISIONS.

- (a) **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
- (b) **AMENDMENTS.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (c) **ASSIGNMENT.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Petition and of this Agreement is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
- (e) **BINDING OBLIGATION.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (f) **CAPTIONS.** The captions to the various clauses of this Agreement are for informational or convenience purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- (g) **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which constitute one and the same instrument.
- (h) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior written agreements and all prior, contemporaneous, or subsequent oral agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

- (i) **FORCE MAJEURE.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (j) **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Howard County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action arising under this Agreement shall lie in the state courts of Howard County, Texas.
- (k) **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
- (l) **NO WAIVER.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the authorized representative of the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- (m) **NON-WAIVER OF GOVERNMENTAL IMMUNITY.** The City of Big Spring, a Texas municipal corporation, expressly retains all rights and benefits of governmental immunity from liability and suit for damages in accordance with: Title 5, Texas Civil Practice and Remedies Code; Subchapter I, Chapter 271, Texas Local Government Code; and any other law, if applicable. Nothing in this Agreement shall be deemed as a waiver of governmental immunity or as increasing the City of Big Spring's liability beyond any statutory limitation of liability. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Big Spring which would otherwise be barred under the doctrine of governmental immunity or operation of law.
- (n) **NOTICES.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

if to City: City of Big Spring, Texas
 310 Nolan Street
 Big Spring, Texas 79720
 Attn: Todd Darden

if to Owner: Danja Ann Hernandez



- (o) **RECORDING.** This Agreement is intended to run with the Property, and upon execution by the Parties shall be recorded in the deed records of Howard County, Texas, and shall be binding upon the Property.
- (p) **SEVERABILITY.** If any part, term, or provision of this Agreement is for any reason held by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
- (q) **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY:

CITY OF BIG SPRING, TEXAS,
A Texas home-rule municipality

By: _____
Todd Darden, City Manager

Date: _____

ATTEST:

Tami L. Davis, City Secretary

APPROVED AS TO FORM ONLY:

Andrew W. Hagen, City Attorney

STATE OF TEXAS

§

COUNTY OF HOWARD

§

§

This instrument was acknowledged before me on the ____ day of _____, 202__, by Todd Darden, City Manager of the City of Big Spring, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public, State of Texas

OWNER:

DANJA ANN HERNANDEZ

A natural person

By: *d hernandez*
Danja Ann Hernandez

Address:

Date: March 9, 2026

STATE OF TEXAS

§
§
§

COUNTY OF HOWARD

This instrument was acknowledged before me on the 9th day of March,
2026, by Danja Ann Hernandez.

Stella

Notary Public, State of Texas

After Recording Return to:

City of Big Spring
Office of the City Manager
310 Nolan St.
Big Spring, Texas 79720

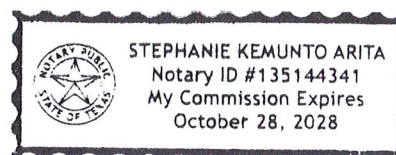


EXHIBIT A

(Legal description of the Annexation Property)

(Metes and bounds description of the Annexation Property)

The Property is a 0.57-acre tract of land out of the NE/4 of Section 8, Block 32, T-1-S, T&P RR Co. Survey, Howard County, Texas, conveyed to Danja Ann Gonzales by Bobby Dale Barber and Cheryll Ann Barber by a general warranty deed dated July 10, 2025, and recorded in volume 2303, pages 636-639 of the real property records of Howard County, Texas, and which is further described in metes and bounds as follows:

BEGINNING at a 1/2" I.R. with cap set in the west right-of-way line of Virginia Street (30.0' right-of-way) for the NE corner of this tract; from said rod the NW corner of Block 4, Cedar Ridge addition as filed in Envelope No. 14-B, Plat Records of Howard County, Texas bears N. 75° 14' 10" E. 30.0' and N. 14° 37' 50" W. 25.0' and from said rod set the NE corner of Section 8, Block 32, T-1-S, T&P RR Co. Survey, Howard County, Texas, bears N. 14° 37' 50" W. 75.0' and N. 75° 14' 10" E. (Record Bearing) 1251.94'

THENCE S. 14° 37' 50" E. along the west right-of-way line of said Virginia Street, a distance of 138.0' to a 1/2" I.R. with cap set for the SE corner of this tract;

THENCE S. 75° 14' 10" W. parallel with the north line of said Section 8, a distance of 180.0' to a 1/2" I.R. with cap set for the SW corner of this tract;

THENCE N. 14° 37' 50" W. parallel with the west right-of-way line of said Virginia Street, a distance of 138.0' to a 1/2" I.R. with cap set for the NW corner of this tract;

THENCE N. 75° 14' 10" E. parallel to the north line of said Section 8, a distance of 180.0' to the PLACE OF BEGINNING, containing 0.57 acres of land.

Note: The east 20-ft of this tract will be used as a utility easement.

EXHIBIT X

WRITTEN DISCLOSURES

Pursuant Sections 212.172(b-1) of the Texas Local Government Code, the City of Big Spring (the "City" herein) hereby makes, and Danja Ann Hernandez (the "Owner" herein) hereby warrants and covenants that she has received, acknowledged, and agreed to, the written disclosures so stated hereunder in this Exhibit X to the MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF BIG SPRING, TEXAS, AND DANJA ANN HERNANDEZ (the "Agreement"). The term "Owner" includes all owners of the Property, as defined in the Agreement.

In accordance with Section 212.172(b-1)(1) of the Texas Local Government Code, the Owner hereby warrants and agrees that she has entered into the Agreement voluntarily and has consented, pursuant to the provisions of Chapter 43 and Section 212.172(b-1)(4) of the Texas Local Government Code, to the annexation of the Property as a whole in accordance with and by the terms of the Agreement.

As required under Section 212.172(b-1)(2) and 212.172(b-1)(3), Texas Local Government Code, the parties hereto hereby acknowledge that, upon petition of the Owner and in accordance with the terms of the Agreement, the Property shall be annexed in accordance with the procedures set out in Subchapter C-3 of Chapter 43, Texas Local Government Code, and the City shall be authorized to annex the Property pursuant to Section 43.0671 of the Texas Local Government Code and in accordance with the Agreement.

Owner hereby waives any requirement in Chapter 43 related to procedures or service provision and hereby consents to the procedures and services as provided in the Agreement. Owner further waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions taken by Owner in violation of this Agreement.

Except as specified herein and as permitted by applicable law, the City of Big Spring expressly retains all rights and benefits of governmental immunity from liability and suit for damages in accordance with: Title 5, Texas Civil Practice and Remedies Code; Subchapter I, Chapter 271, Texas Local Government Code; and any other law, if applicable. Except as specifically required by law, the City does not waive immunity from suit and nothing in this Agreement shall be deemed as a waiver of governmental immunity or as increasing the City of Big Spring's liability beyond any statutory limitation of liability.

The Agreement shall run with the Property and be recorded in the real property records of Howard County, Texas.

OWNER:

DANJA ANN HERNANDEZ

Signature: D. Hernandez

Name: Danja Hernandez

Date: March 9, 2026



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 24, 2026

Subject: Interlocal Cooperative Purchasing Agreement – City of Plainview and City of Big Spring

Background

The attached Interlocal Cooperative Purchasing Agreement between the City of Plainview and the City of Big Spring is authorized under Chapter 791 of the Texas Government Code (Interlocal Cooperation Act). The agreement allows both municipalities to cooperate in the procurement of goods and services that each entity is independently authorized to purchase.

Purpose

The agreement establishes a cooperative purchasing relationship that enables both cities to utilize existing and future vendor contracts held by either party. This arrangement is intended to improve purchasing efficiency, potentially reduce costs through shared procurement opportunities, and expand vendor access.

Key Provisions

- **Independent Purchasing Responsibility:** Each city is responsible for its own purchases, vendor payments, and ensuring vendor performance and quality.
- **Funding Source:** All payments must be made from current, legally available revenues of the respective city.
- **Term and Termination:** The agreement becomes effective upon final execution and remains in effect until terminated. Either party may terminate with 30 days' written notice or under the non-appropriation clause.
- **Immunity and Liability:** The agreement preserves governmental immunities and limits liability to that allowed under the Texas Tort Claims Act.

- Independent Contractor Status: The cities remain independent governmental entities; no partnership or agency relationship is created.
- Governing Law and Venue: Texas law governs, with venue in Hale County state courts or the Northern District of Texas – Lubbock Division.
- Amendments: Any changes must be in writing and signed by both parties.

Fiscal Impact

There is no direct fiscal impact from entering into the agreement. Costs will occur only when either city elects to make purchases under cooperative contracts, which may provide cost savings.

Recommendation

Staff recommends approval of the Interlocal Cooperative Purchasing Agreement between the City of Plainview and the City of Big Spring to enhance procurement flexibility and potential cost efficiencies.

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF PLAINVIEW AND THE CITY OF BIG SPRING

This Interlocal Cooperative Purchasing Agreement (the “Agreement”) is made by and between the City of Plainview (“Plainview”), a home-rule municipal corporation of the State of Texas, and the City of Big Spring (“Big Spring”), a home-rule municipal corporation of the State of Texas (each a “Party” or collectively, the “Parties”), pursuant to Chapter 791 of the Texas Government Code (“Chapter 791”).

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code (the “Interlocal Cooperation Act”) which authorizes Plainview and Big Spring to enter into this Agreement for purposes of providing a governmental function or service that each Party to the Agreement is individually authorized to perform; and

WHEREAS, Plainview and Big Spring, acting by and through their duly authorized governing bodies, desire to enter into this Agreement and find that this Agreement is necessary for the benefit of the public and is in the common interests of both parties; and

WHEREAS, the governing bodies of Plainview and Big Spring, in paying for the performance of governmental functions or in performing such governmental functions under this Agreement, shall make such payments only from current revenues legally available to each Party.

NOW, THEREFORE, and in consideration of and conditioned upon the mutual covenants and agreements herein contained, Plainview and Big Spring do mutually agree as follows:

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to allow Plainview and Big Spring to cooperate in the purchase of various goods and services commonly utilized by the parties, where available and applicable, and to allow Plainview and Big Spring to purchase goods and services from vendors under present and future contracts with either Party, including the contracts attached hereto as Exhibit A.

ARTICLE 2 – PLAINVIEW’S RESPONSIBILITY

Plainview will be individually responsible for payments directly to the vendor and for the vendor’s compliance with all conditions of delivery and for the quality of goods and services purchased by Plainview under such contracts. Plainview shall make such payments from current revenues available to Plainview.

ARTICLE 3 – BIG SPRING’S RESPONSIBILITY

Big Spring will be individually responsible for payments directly to the vendor and for the vendor’s compliance with all conditions of delivery and for the quality of goods and services purchased by Plainview under such contracts. Big Spring shall make such payments from current revenues available to Big Spring.

ARTICLE 4 – TERM AND TERMINATION

This Agreement shall begin upon the last day executed by all authorized parties and shall continue in full force and effect unless terminated. Either Party to this Agreement may terminate this Agreement at any time and for any reason by providing the other Party thirty (30) days written notice to the other Party or pursuant to Article 14 of this Agreement.

ARTICLE 5 – IMMUNITY

It is expressly understood and agreed that in the execution of this Agreement, no Party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

ARTICLE 6 - ASSIGNMENT

Big Spring shall not have the right to assign or subcontract any of its duties, obligations, or rights under this Agreement without the prior written consent of Plainview, which such right shall be granted solely at the discretion of Plainview.

ARTICLE 7 - GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. To the extent permitted by law, venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Hale County, Texas, or the United States District Court for the Northern District of Texas – Lubbock Division. In any such action, each Party shall pay its own attorneys' fees, court costs, and other expenses incurred as a result of the action.

ARTICLE 8 - REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

ARTICLE 9 - SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

ARTICLE 10 - ENTIRE AGREEMENT

This written instrument contains the entire understanding and agreement between Plainview and Big Spring as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. This Agreement may not be amended unless set forth in writing and signed by both parties.

ARTICLE 11 - SIGNATURE AUTHORITY

The person signing this agreement hereby warrants that they have the legal authority to execute this agreement on behalf of the respective Party and that such binding authority has been granted by proper order, resolution, ordinance, or other authorization of the Party. This Agreement and any amendment(s) hereto may be executed accordingly. Each Party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto. Any signature delivered by a Party by facsimile or other electronic transmission (including email transmission of a portable document file (pdf) or similar image shall be deemed to be an original signature hereto.

ARTICLE 12 - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Big Spring shall operate as an independent contractor as to all rights and privileges granted herein and not as agent, representative, or employee of Plainview. Subject to and in accordance with the conditions and provisions of this Agreement, Big Spring shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. Big Spring acknowledges that the doctrine of respondeat superior shall not apply as between Plainview, its officers, agents, servants, and employees, and Big Spring, its officers, agents, employees, servants, contractors, and subcontractors. Big Spring further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between Plainview and Big Spring.

ARTICLE 13 - NO WAIVER

The failure of either Party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

ARTICLE 14 - NON-APPROPRIATION OF FUNDS

Plainview and Big Spring will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either Party's governing body, and as a result, that Party is unable to fulfill its obligations under this Agreement, that Party (i) shall promptly notify the other Party in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

ARTICLE 15 - LIABILITY

Nothing in the performance of this Agreement shall impose any liability for claims against Plainview or Big Spring other than claims for which liability may be imposed by the Texas Tort Claims Act.

ARTICLE 16 – AMENDMENTS

No amendment to this Agreement shall be binding upon either Party hereto unless such amendment is set forth in writing and signed by both parties.

ARTICLE 17 - FORCE MAJEURE

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems or existing contractual obligations directly related to the subject matter of this Agreement.

ARTICLE 18 - NOTICE

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (i) hand-delivered to the other Party, its agents, employees, servants or

representatives, (ii) delivered by facsimile with electronic confirmation of the transmission, or (iii) received by the other Party by United States Mail, registered, return receipt requested, addressed as follows:

City of Plainview
Attn: Ted Chancellor, City Manager
202 W. 5th Street
Plainview, Texas 79072

City of Big Spring
Attn: Todd Darden,
City Manager
310 Nolan Street
Big Spring, Texas 79720

ARTICLE 19 - GOVERNMENTAL FUNCTION/GOVERNMENTAL AUTHORITY

Pursuant to Chapter 791 and other authority, the following findings and representations are made by the Parties:

- each Party is a local government as defined by Chapter 791;
- each Party is mutually interested in the governmental functions and services described in this Agreement;
- this Agreement describes and provides a governmental function or service that each Party to the Agreement is authorized to perform individually;
- this Agreement is authorized by the governing body of each Party, by and through a recorded, public vote conducted pursuant to Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), and other authority;
- this Agreement states the purpose, terms, rights, and duties of the Parties;
- this Agreement specifies that in paying for the performance of governmental functions or in performing such governmental functions under this Agreement, each Party shall make such payments only from current revenues legally available to each Party.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers on this _____ day of _____, 2026.

CITY OF PLAINVIEW

CITY OF BIG SPRING

Ted Chancellor, City Manager

Robert H. Moore, Mayor

ATTEST:

Belinda Hinojosa, City Secretary

APPROVED AS TO FORM AND LEGALITY FOR PLAINVIEW:

Matthew A. Murray, City Attorney

EXHIBIT A

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

TAX DEED

STATE OF TEXAS §

§

COUNTY OF HOWARD §

WHEREAS, by a Warrant issued out of the 118th Judicial District Court of Howard County, Texas; in Cause No. 6910 styled City of Big Spring, etal, vs. Owners of Various Properties located within the City Limits of Big Spring, Texas, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a warrant rendered in said cause on the 17th day of September, 2020, in favor of the Plaintiffs.

WHEREAS, in obedience to said Warrant, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 17th day of September, 2020 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said warrant established therein, the title to said real property pursuant to said warrant and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said warrant adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the warrant in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **ONE THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 (\$1,800.00)**, said amount being the highest and best offer received from **Daniel German Rodriguez Moncibais,** [REDACTED]

[REDACTED] receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

**Lot Twelve (12), Block One Hundred Two (102) in the Original Town of Big Spring,
Howard County, Texas, (R285292)**

TO HAVE AND TO HOLD the above described property unto the named purchaser Daniel German Rodriguez Moncibais, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of warrant to all taxing units which were a party of said Warrant and as fully and absolutely as the entities named below can convey the above described real property by virtue of said warrant and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This deed is effective as of the date of the last notary acknowledgment of the Grantors' signatures.

CITY OF BIG SPRING

By: _____
Robert H. Moore, III, Mayor

ATTEST:

City Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Robert H. Moore, III, Mayor on behalf of CITY OF BIG SPRING in its capacity therein stated.

Notary Public, State of Texas

HOWARD COUNTY

By: _____
Randy Johnson, County Judge

ATTEST:

Brent Zitterkopf, County Clerk

This instrument was acknowledged before me on the _____ day of _____, _____, by
Randy Johnson, County Judge, on behalf of HOWARD COUNTY in its capacity therein stated.

Notary Public, State of Texas

BIG SPRING INDEPENDENT SCHOOL DISTRICT

By: _____
Fabian Serrano, Board President

ATTEST:

Tom Olague, Board Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by
Fabian Serrano, Board President, on behalf of BIG SPRING INDEPENDENT SCHOOL DISTRICT in its
capacity therein stated.

Notary Public, State of Texas

~~~~~

**HOWARD COLLEGE**

By: \_\_\_\_\_  
John E. Freeman, Board Chairman

ATTEST:

\_\_\_\_\_  
Adrian Calvio, Board Secretary

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
John E. Freeman, Board Chairman, on behalf of HOWARD COLLEGE in its capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

~~~~~




Management Info:

Status: Trust

Best Process: Sold Best Process Type:

Progress: corner lot
pending bid to Daniel German Rodriguez Moncibais

Property Info:

City: Big Spring

Cad Property Id: 285292 CAD Value: 1578

Site Description: 401 Sgt Paredez St, Big Spring, TX 79720, USA

Owner Info: CITY OF BIG SPRING, IN TRUST

Legal Description: MINIMUM BID: \$1,503.90
FEE SIMPLE CONDITION: Any code violations to be resolved within 30 days.

Lot Twelve (12), Block One Hundred Two (102) in the Original town of Big Spring, Howard County, Texas

Homestead: No Site Structure: No Non Affixed Material: No

Litigation Info:

Case Number: 6910

Judgement Date: 09/17/2020 Sale Date: 11/05/2020

Sheriff's Deed Date: 11/19/2020 Redemption Date: 05/28/2021

Court: 118th

Style Plaintiff: City of Big Spring, et al

Style Defendant: Owners of Various Properties Located Within the City Limits of Big Spring, Texas

Sheriff's Deed Volume: 2020-00009011

Tax Due: No

Delinquent: Yes Litigation: No

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

TAX DEED

STATE OF TEXAS §

§

COUNTY OF HOWARD §

WHEREAS, by a Warrant issued out of the 118th Judicial District Court of County, Texas; in Cause No. 7068 styled City of Big Spring etal, vs. Owners of Various Properties located within the City Limits of Big Spring, Texas, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a warrant rendered in said cause on the 13th day of December, 2024, in favor of the Plaintiffs.

WHEREAS, in obedience to said Warrant, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 13th day of December, 2024 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff’s sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said warrant established therein, the title to said real property pursuant to said warrant and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said warrant adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the warrant in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$2,500.00)**, said amount being the highest and best offer received from **Rosa Elia Avila, [REDACTED]**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Lot Twelve (12), Block Two (2), Mountain View Addition, City of Big Spring, Howard County, Texas. (R284102)

TO HAVE AND TO HOLD the above described property unto the named purchaser Rosa Elia Avila, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of warrant to all taxing units which were a party of said Warrant and as fully and absolutely as the entities named below can convey the above described real property by virtue of said warrant and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This deed is effective as of the date of the last notary acknowledgment of the Grantors' signatures.

CITY OF BIG SPRING

By: _____
Robert H. Moore, III, Mayor

ATTEST:

City Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Robert H. Moore, III, Mayor on behalf of CITY OF BIG SPRING in its capacity therein stated.

Notary Public, State of Texas

HOWARD COUNTY

By: _____
Randy Johnson, County Judge

ATTEST:

Brent Zitterkopf, County Clerk

This instrument was acknowledged before me on the _____ day of _____, _____, by
Randy Johnson, County Judge, on behalf of HOWARD COUNTY in its capacity therein stated.

Notary Public, State of Texas

BIG SPRING INDEPENDENT SCHOOL DISTRICT

By: _____
Fabian Serrano, Board President

ATTEST:

Tom Olague, Board Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by
Fabian Serrano, Board President, on behalf of BIG SPRING INDEPENDENT SCHOOL DISTRICT in its
capacity therein stated.

Notary Public, State of Texas

~~~~~

**HOWARD COLLEGE**

By: \_\_\_\_\_  
John E. Freeman, Board Chairman

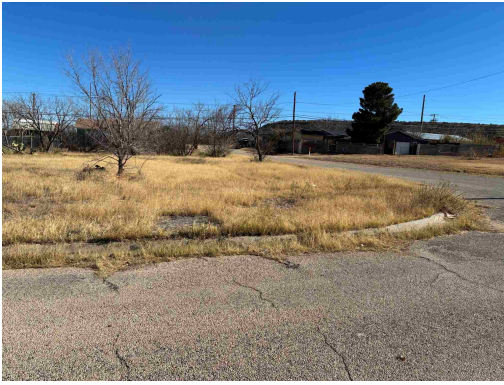
ATTEST:

\_\_\_\_\_  
Adrian Calvio, Board Secretary

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
John E. Freeman, Board Chairman, on behalf of HOWARD COLLEGE in its capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

~~~~~

Management Info:

Status: Trust

Best Process: Sold Best Process Type:

Progress: pending bid to Rosa Elia Avila

Property Info:

City: Big Spring

Cad Property Id: 284102 CAD Value: 1928

Site Description: 1411 Mesa Ave, Big Spring, TX 79720, USA

Owner Info: City of Big Spring in trust

Legal Description: MINIMUM BID: \$1,189.95

FEE SIMPLE CONDITION: Any code violations to be resolved within 30 days.

Lot Twelve (12), Block Two (2), Mountain View Addition, City of Big Spring, Howard County, Texas. R284102

Homestead: No Site Structure: No Non Affixed Material: No

Litigation Info:

Case Number: 7068

Judgement Date: 12/13/2024 Sale Date: 01/07/2025

Sheriff's Deed Date: 11/30/-0001 Redemption Date: 11/30/-0001

Court: 118th

Style Plaintiff: City of Big Spring etal

Style Defendant: Owners of Various Properties located within the City Limits of Big Spring, Texas

Sheriff's Deed Volume:

Tax Due: No

Delinquent: Yes Litigation: No

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

TAX DEED

STATE OF TEXAS §

§

COUNTY OF §

WHEREAS, by an Order of Sale issued out of the 118th Judicial District Court of Howard County, Texas; in Cause No. 6939 styled Howard County et al, vs. Victor R. Yanez, Jr, et al, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a judgment rendered in said cause on the 28th day of January, 2025, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 28th day of January, 2025 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff’s sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said judgment established therein, the title to said real property pursuant to said judgment and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said judgment adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the judgment in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **NINETEEN THOUSAND DOLLARS AND 00/100 (\$19,000.00)**, said amount being the highest and best offer received from **Rosa Elia Avila,** [REDACTED], receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Being all of Lot 3, Block 2, Stardust Addition to the City of Big Spring, Howard County, Texas; being this property more particularly described in a Warranty Deed Recorded in Volume 736, Page 63 in the Deed Records of Howard County, Texas. (R286219)

TO HAVE AND TO HOLD the above described property unto the named purchaser Rosa Elia Avila, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of judgment in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said judgment and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This deed is effective as of the date of the last notary acknowledgment of the Grantors' signatures.

CITY OF BIG SPRING

By: _____
Robert H. Moore, III, Mayor

ATTEST:

City Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by Robert H. Moore, III, Mayor on behalf of CITY OF BIG SPRING in its capacity therein stated.

Notary Public, State of Texas

HOWARD COUNTY

By: _____
Randy Johnson, County Judge

ATTEST:

Brent Zitterkopf, County Clerk

This instrument was acknowledged before me on the _____ day of _____, _____, by
Randy Johnson, County Judge, on behalf of HOWARD COUNTY in its capacity therein stated.

Notary Public, State of Texas

BIG SPRING INDEPENDENT SCHOOL DISTRICT

By: _____
Fabian Serrano, Board President

ATTEST:

Tom Olague, Board Secretary

This instrument was acknowledged before me on the _____ day of _____, _____, by
Fabian Serrano, Board President, on behalf of BIG SPRING INDEPENDENT SCHOOL DISTRICT in its
capacity therein stated.

Notary Public, State of Texas

~~~~~

**HOWARD COLLEGE**

By: \_\_\_\_\_  
John E. Freeman, Board Chairman

ATTEST:

\_\_\_\_\_  
Adrian Calvio, Board Secretary

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
John E. Freeman, Board Chairman, on behalf of HOWARD COLLEGE in its capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

~~~~~




Management Info:

Status: Trust

Best Process: Sign Best Process Type:

Progress:

Property Info:

City: Big Spring

Cad Property Id: 286219 CAD Value: 31855

Site Description: 1408 Oriole St, Big Spring, TX 79720, USA

Owner Info: CITY OF BIG SPRING, IN TRUST

Legal Description: MINIMUM BID: \$18,757.98
FEE SIMPLE CONDITION: Any code violations to be resolved within 30 days.

Homestead: LT 3 BK 2 STARDUST 55X110 296 ACQ 032399 BLK/TRACT 2 0.139 ACRES

No Site Structure: Yes Non Affixed Material: Yes

Litigation Info:

Case Number: 6939

Judgement Date: 02/28/2025 Sale Date: 05/06/2025

Sheriff's Deed Date: 06/16/2025 Redemption Date: 12/23/2025

Court: 118th

Style Plaintiff: Howard County et al

Style Defendant: Victor R. Yanez, Jr, et al

Sheriff's Deed Volume: 2025-00003608

Tax Due: No

Delinquent: Yes Litigation: No