



CITY COUNCIL REGULAR AGENDA

Tuesday, April 14, 2026

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, April 14, 2026, at 5:30 PM at the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas. **We welcome the public to attend the meeting via telecommunication. Citizens will be able to view the City Council Meeting on Our Local Channel 17 through Optimum or on Our Website <http://mybigspring.com/224/Channel-17-Live>.**

CITY COUNCIL MEETING ETIQUETTE

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

Thank you!

Open Session

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

Public Comment

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

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

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

5. **Proclamation** - Animal Control Appreciation Week 6 Moore

City Manager’s Report

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

- Large Item Pickup, District 4, April 15
- Update - Water Office Drive-Thru Window
- Update - Galaxy
- Texas Trash Off - April 25th
- Recognition - Howard College Basketball

Consent Items

7. Approval of the City Council Minutes for the Regular Meeting of March 24, 2026 7-15 Davis

8. Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Directors Minutes for the Regular Meeting of March 17, 2026 16-17 Sankey

9. Acknowledge Receipt of the McMahon-Wrinkle Aviation Advisory Board Minutes for the Regular Meeting of February 19, 2026 18-19 Feeley

10. Final Reading of an Ordinance Amending Ordinance Number 024-2025 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2025 and Ending September 30, 2026 by 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. 20-22 Smith

11. Final 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 23-26 Darden

Conflicting Legislation; Providing for Severability; Finding and Determining That the Meetings at Which the Ordinance Was Discussed Were Open to the Public as Required by Law; and Providing an Effective Date.

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| 12. | Final 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. | 27-29 | Williams |
| 13. | Final Reading of 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. | 30-47 | Bowles |

Vouchers

- | | | |
|-----|---|-----------|
| 14. | Vouchers for 03/20/26 \$ 862,909.10 | Hughes |
| | Vouchers for 03/26/26 \$ 905,732.71 | |
| 15. | Vouchers for 04/02/26 \$ 173,515.37 | Wilkerson |

Bids

- | | | |
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| 16. Consideration and Possible Action Awarding a Bid for 8 Baseball/Softball Scoreboards and 1 Football/Soccer Scoreboard and the Installation of each Scoreboard for the Roy Anderson Sports Complex and Authorizing the City Manager to Execute any Necessary Documents | 48-50 | Himes |
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New Business

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| 17. Acknowledge Receipt of the Quarterly Claims and Litigation Report from the City Attorney | | Hagen |
| 18. Consideration and Possible Action to Lease 1911 and 1913 Apron Dr. (BUILDING # 44), Old Webb AFB Hangar: Approx. 14,268 sq. ft.; Land Area: Approx. 1.9 acres; to Hanger 25 Air Museum Association Authorizing the City Manager or His Designee to Execute any Necessary Documents | 51-77 | Darden |
| 19. Consideration and Possible Action to Amend the Lease of 1600 First Avenue, Big Spring McMahon-Wrinkle Airport and Industrial Park, Big Spring, Texas 79720, Comprising Building 1B (Approximately 141,440 Square Feet) and a Container Area (Approximately 1.3 Acres) with Fortitude Mining, LLC and Assign it Isomeric Industries Inc and Authorizing the City Manager or His Designee to Negotiate and Execute any Necessary Documents | 78-87 | Feeley |
| 20. Boards and Committees
Consideration and Possible Action on the Below Listed Board By Accepting a Resignation and Appoint a New Member: | | Moore |
| a. <u>Parks and Recreation Board</u>
Dist. 2 - Jose Olivias - Resignation
Dist. 2 - Diana Hernandez - New Appointment | | |


Council Input

- | | | |
|-------------|--|-------|
| 21. Input | | Moore |
| 22. 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, April 8, 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.



**PROCLAMATION DECLARING APRIL 12, 2026 – APRIL 18, 2026 AS
ANIMAL CONTROL APPRECIATION WEEK**

WHEREAS, Animal Control Officers and personnel serve an essential role in protecting the health, safety, and welfare of the residents and animals of the City of Big Spring; and

WHEREAS, these dedicated professionals work tirelessly to enforce local and state laws, respond to emergencies, investigate cases of animal cruelty and neglect, and promote responsible pet ownership throughout our community; and

WHEREAS, Animal Control personnel often perform their duties under challenging and sometimes dangerous conditions, demonstrating compassion, professionalism, and a commitment to public service; and

WHEREAS, their efforts contribute significantly to public safety, disease prevention, and the humane treatment of animals, enhancing the quality of life for all who live in and visit our city; and

WHEREAS, it is fitting and proper to recognize and honor the hard work, dedication, and invaluable contributions of Animal Control Officers and staff;

NOW THEREFORE, I, Mayor Robert H. Moore III of the City of Big Spring, Texas do hereby proclaim April 12th – 18th, to be observed as Animal Control Appreciation Week in the City of Big Spring, and encourage all citizens to observe this very special week-long occasion as we recognize their service and commitment to our community.

GIVEN UNDER MY HAND

and seal of the
City of Big Spring, Texas
this 14th day of April, 2026

Robert H. Moore III, Mayor

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 24, 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

Albert Belez 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

Scott Emerson announced that the West Texas Veterans Memorial is in the middle of raising funds for some upcoming events and asked the City Attorney to complete the current lease.

Announcements, Presentations and Public Hearings

Open Public Hearing

MOTION WAS MADE BY Mayor Moore to open the below captioned public hearing, seconded by Council Member Yanez.

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

MOTION PASSED

PUBLIC HEARING to Consider the 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 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 Provide Persons Interested in the Annexation the Opportunity to be Heard.

Shane Bowles, Public Works Director, explained that this is a piece of property located in the Kentwood subdivision that is being considered to be annexed. There were no comments made at this time.

Close Public Hearing

MOTION WAS MADE BY Mayor Moore to close the above captioned public hearing, 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

City Manager's Report

City Manager's report on the following items:

- Update - Large Item Pickup, District 3
- City Holiday - April 3, 2026, Good Friday

Todd Darden, City Manager, reported on the above captioned items as follows: Large item pick up for District 3 picked up 9 tons of items; and the city offices will be closed on April 3, 2026 in observance of Good Friday.

Consent Items

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

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

Acknowledge Receipt of the McMahon-Wrinkle Aviation Advisory Board Minutes for the Regular Meeting of January 15, 2026

Acknowledge Receipt of the Planning and Zoning Commission Minutes for the Regular Meetings of August 19, 2025 and September 16, 2026

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.

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.

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

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

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

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.

MOTION WAS MADE BY Mayor Pro Tem Hughes to approve the above captioned ordinance as amended, 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

as amended

Vouchers

Vouchers for 03/06/26 \$ 907,013.77
Vouchers for 03/13/26 \$ 939,823.10

Mayor Pro Tem Hughes reviewed the above captioned vouchers.

MOTION WAS MADE BY Mayor Pro Tem Hughes to approve the above captioned

vouchers, seconded by Council Member Yanez.

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

MOTION PASSED

Bids

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

MOTION WAS MADE BY Council Member Yanez to award the above captioned bid to GLK Turf Solutions in the amount of \$46,888.00, seconded by Council Member Ornelas.

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

MOTION PASSED

Consideration and Possible Action to Award a Bid for the Birdwell Lane Reconstruction Project and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Mayor Pro Tem Hughes to award the above captioned bid to CK Newberry in the amount of \$3,200,171.00, seconded by Council Member Ornelas.

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

MOTION PASSED

New Business

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

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 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

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

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

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

7

NAYS: None

0

MOTION PASSED

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.

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 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.

MOTION WAS MADE BY Council Member Wilkerson 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 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.

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

NAYS: None 0

MOTION PASSED

First Reading of 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.

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

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

NAYS: None 0

MOTION PASSED

Consideration and Possible Action to Approve 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.

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

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

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

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MOTION PASSED

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.

MOTION WAS MADE BY Mayor Pro Tem Hughes to approve the above captioned agreement, 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

7
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MOTION PASSED

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:

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)

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)

Lot Three (3), Block Two (2), Stardust Addition, Big Spring, Howard County, Texas, Commonly Known as 1408 Oriole 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)

MOTION WAS MADE BY Council Member Ornelas to approve the sale of the above captioned properties, 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

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MOTION PASSED

Council Input

Input

Council Members Ornelas and Yanez thanked the city staff. There were no further comments at this time.

Adjourn

Mayor Moore adjourned the City Council meeting at 6:16 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, March 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 March 17, 2026, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on March 11, 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 March 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 to Approve the 2024-2025 Annual Audit, Action on Minutes of the February 10, 2026 Special Meeting, February 17, 2026 Regular Meeting, March 3, 2026 Special Meeting, Consideration/Action to Approve February Investment Report and Financials, Presentation of 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 to include the Crossroads Business Park, 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. Mundy Weeks
Mr. Gary Fuqua
Mr. Scott Emerson
Mr. Chad Wash

Directors Absent:

Staff Present:

Ms. Teresa Morris

Guests that signed in: Tim Lathrop, Robert Martinez, Nick Proietti

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

Mr. McDaniel called the meeting to order at 5:19 p.m. Mr. Weeks led the invocation and pledge.

AGENDA ITEM #2- Public Comment:

None

AGENDA ITEM #3-Consideration/Action to Approve 2024-2025 Annual Audit:

Mr. Copeland presented the Audit. Mr. Fuqua made a motion to approve the 2024-2025 Annual Audit, seconded by Mr. Weeks. The motion passed 7-0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #4- Action on the Minutes of the February 10, February 17 and March 3, 2026, Meetings:

Mr. McDaniel presented the Minutes. Mr. Parks made a motion to approve the minutes seconded by Mr. Emerson. The motion passed 7 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #5- Consideration/Action to Approve February Investment Report and Financials:

Mr. Dominguez presented the investment report and financials. Mr. Dominguez made a motion to approve seconded by Mr. Emerson. The motion passed 7 to 0 with all members present voting "aye" in favor of the motion.

AGENDAT ITEM #6- Consideration/Action to Approve Master Plan for the Crossroads Business Park and Authorize the President to sign all Necessary Documents:

Woolpert and the contractors will meet to establish an initial work timeline. The plan will include the Crossroads Business Park property, with full funding provided by the Airpark. For procedural purposes, staff will return to the board with a performance agreement seeking the board's approval to officially include the property in the plan.

AGENDAT ITEM #7- Associate Directors Report:

Projects: Crossroads Business Park: working with the city on zoning, Project and Financing Plan for the TIRZ is underway and the County is interested in participating. Infrastructure delayed due to weather but should be complete end of May. Continue to work with the city, county and college on potential projects. Continue to submit RFIs for potential projects.

Meetings: Business Roundtable, School to Industry, High Ground Site Selectors Summit April 14-15, IAMC April 19-22, the next Board meeting will be rescheduled for April 7th due to conferences being at the same time as the regularly scheduled meeting of April 21st.

AGENDA ITEM #8- 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 5:50 pm, March 17, 2026. Mr. McDaniel called the Executive Session to order at 5:51 pm. Mr. McDaniel adjourned out of executive session at 7:37 pm, March 17, 2026. Mr. McDaniel reconvened into open session at 7:38 pm., March 17, 2026.

AGENDA ITEM #9- Action as a Result of Executive Session:

Motion to approve the Outside Consulting Consent Agreement and authorize the President to sign all necessary documents was made by Mr. Emerson, seconded by Mr. Weeks. Motion passed 7 to 0 with all members present voting "aye".


AGENDA ITEM #10-Board Comments:

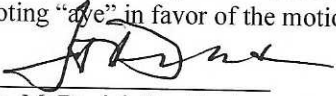
None

AGENDA ITEM #11- Adjourn:

Mr. McDaniel called for a motion to adjourn. The motion to adjourn was made by Mr. Weeks seconded by Mr. Parks. The motion passed 7 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 7:39 pm on March 17, 2026.

ATTEST:


Mr. Nolan Dominguez, Secretary/Treasurer


Mr. McDaniel, President



**McMahon-Wrinkle Aviation Advisory Board Meeting Minutes
February 19, 2026**

The McMahon-Wrinkle Aviation Advisory Board met in Regular Session at 5:30 p.m., on Thursday, February 19, 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 Bob Miller John Scott
Shane Schaffner Jonathan Ray

Also in attendance: Mike Feeley Andriana Olvera

Absent: Russ Rutledge Adriel Saldivar

Item # 1

Call to Order

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

Item # 2

Review and approve minutes from January 15, 2026, meeting.

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

Item # 3

Public Comment

There were no public comments at this time.

Item # 4


Airport Director’s Report

- Abatement / Demolition of the Flight Academy and associated buildings - The contract has been sent to the contractor; Demolition should begin in two weeks.
- First Responder Fitness Center - Roof repaired, sewer line and septic in the repair process.
- Taxiway Guidance signs – Project has been completed. 38 new signs installed.

- Runway 6/24 Design – The advertisement for construction bids will be posted in the local newspaper. Then it will go back to City Council for bid approval. This project is 95% reimbursable. The cross-wind runway will have to close for approximately one year until the construction is completed.
- GEO - No recent communication but renovations continue.
- Galaxy FBO – Their contract has been executed. Tenants have been displaced in all three community and corporate hangars so that renovations can begin effective March 31st.
- NNA Polymers / Isomeric Inc. – A new press release will be released to promote construction 2026, production 2028.
- Multi Model Master Plan – EDC has agreed to join the effort.
- Hangar 25 Air Museum – The museum has agreed to leave their funding in Howard County.
- Vietnam Memorial – Airpark will maintain the grounds for five more years. It was also agreed that Airpark will put in a chain-link fence and LED lighting.

Next Meeting Date is March 19, 2026

Adjournment: 7:00 P.M.



 Approved by Steven Boatenhamer, Chairman

19 MAR 26

 Date



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: April 14, 2026

Subject: Final 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>>> 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.

Steph

Notary Public in and for
Howard County, Texas.

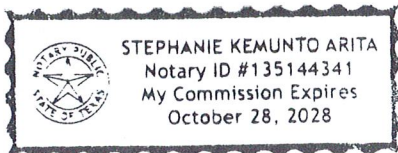


EXHIBIT A

(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*,
20*26*, by *Danja Ann Hernandez*.

Arta

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

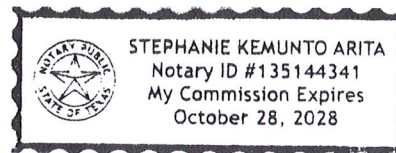


EXHIBIT A

(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



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: March 25, 2026
Subject: Approve purchase of 8–Baseball/Softball Scoreboards & 1-Football/Soccer Scoreboard

Action Requested

Approve the purchase of eight (8) baseball/softball scoreboards and one (1) football/soccer scoreboard for the Roy Anderson Sports Complex.

Background

The existing scoreboards at the Roy Anderson Sports Complex are outdated and have sustained damage. Replacement is necessary to ensure continued functionality and support athletic programming.

Financial Considerations

- **Total Expenditure Requested:** \$67,362.50
- **Funding Source:** General Fund / Sports Complex Department
- **Budgeted Amount:** \$80,000
-
- **Current Fiscal Year Impact:** The funds have been budgeted and properly align with the fiscal year.
- **Future Fiscal Impact:** This purchase does not commit the City to expenditures beyond the current fiscal year.

Vendor Bids / Quotations

The City received three (3) formal quotes for the purchase of the scoreboards:

- **Varsity Scoreboards (Murray, KY):** \$53,412.50
- **BSN Sports (Dallas, TX):** \$53,550.00
- **Daktronics (Brookings, SD):** \$74,277.00

Installation costs were evaluated separately:

- **Local Contractor (S&S Installation):** \$13,950.00
- **BSN Sports Installation Option:** \$16,800.00

The bid tabulation reflects installation by the local contractor (S&S Installation), resulting in the most cost-effective overall option.

Recommendation

Staff recommends awarding the purchase to **Varsity Scoreboards (Murray, KY)** for the equipment, combined with installation by **S&S Installation**, for a total project cost of **\$67,362.50**.

This option represents the **lowest overall cost** while meeting the City's needs.

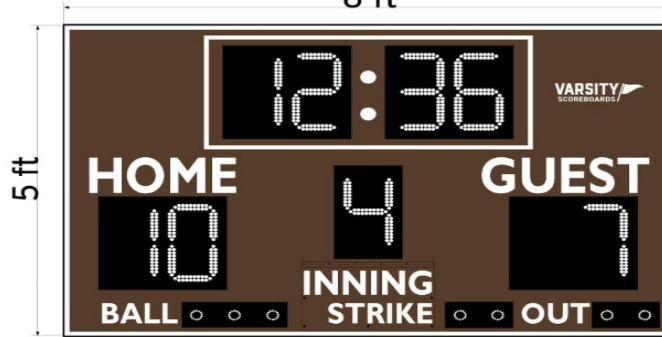
Timeline

Estimated delivery is 3–4 weeks from order, with installation to follow.

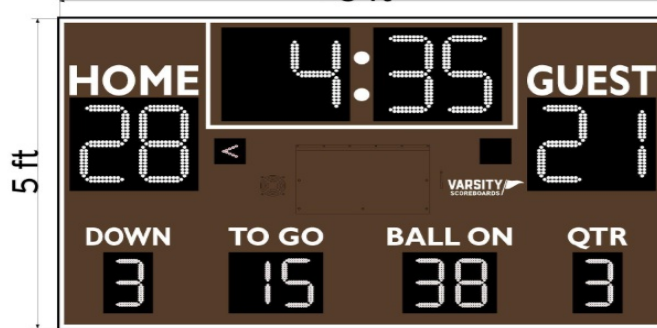
Bid Tabulation Summary

Vendor	Equipment Cost	Installation	Total
Varsity Scoreboards	\$53,412.50	\$13,950.00	\$67,362.50
BSN Sports	\$53,550.00	\$13,950.00	\$67,500.00
Daktronics	\$74,277.00	\$13,950.00	\$88,227.00

MODEL - 3312
8 ft



MODEL- 7450-22
8 ft



CITY OF BIG SPRING, TEXAS
AIRPARK DEPARTMENT

BIG SPRING MCMAHON-WRINKLE AIRPORT
AND INDUSTRIAL PARK

LEASE AGREEMENT

LEASE AGREEMENT

This Lease Agreement (the “Agreement”) is made and entered as of this April 15th, 2026 (the “Effective Date”) by and between the **CITY OF BIG SPRING, TEXAS**, a home-rule municipality located in Howard County, Texas (sometimes referred to as “City” or “Lessor”) and **HANGER 25 AIR MUSEUM ASSOCIATION**, a non-profit corporation registered under the laws of the State of Texas (sometimes referred to as “Lessee”).

WHEREAS, Lessor is the owner of land and certain improvements known as the Big Spring McMahon-Wrinkle Airport and Industrial Park, located in the City of Big Spring, Howard County, Texas; and

WHEREAS, Lessor and Lessee entered into a lease agreement effective as of June 1, 2009 wherein the City of Big Spring, as Lessor, leased to the Hanger 25 Air Museum Association, as Lessee, certain premises at the McMahon Wrinkle Airpark for use as a museum, the lease of which was amended on June 11, 2013, to expand the scope of the premises subject to the lease (hereinafter collectively referred to as the “Original Agreement); and

WHEREAS, Lessor and Lessee desire to restate and reestablish their Lessor-Lessee relationship under a newly written lease agreement, which shall supersede and replace the Original Agreement in its entirety

NOW, THEREFORE, for and in consideration of the mutual promises, benefits, covenants and agreements contained herein and in consideration of the rental to be paid to Lessor, Lessor and Lessee do hereby agree as follows:

ARTICLE I **DEFINITIONS**

Section 1.01: Definitions. In this Agreement, the following terms shall have the following meanings, respectively, unless the context clearly indicates otherwise:

- (a) “Airport” shall mean Big Spring McMahon-Wrinkle Airport and Industrial Park.
- (b) “City” shall mean the City of Big Spring, Texas.
- (c) “City Manager” shall mean the City Manager of the City.
- (d) “City Representative” shall mean the City Manager or designee.
- (e) “Director” shall mean the Director of the Airpark Department.
- (f) “FAA” shall mean the Federal Aviation Administration, as presently constituted as a division of the United States Department of Transportation

or its successor agency or agencies.

- (g) “Historical Aircraft” shall mean non-operational or decommissioned aircraft that holds historical significance due to its age, design, technological impact, or role in notable events, such as military conflicts, pioneering aviation achievements, or cultural contributions. Such aircraft may be preserved for educational, commemorative, or museum display purposes. All Lessor-Owned Historical Aircraft are included within the term “Historical Aircraft.”
- (h) “Leased Premises” shall mean that Lessor-owned properties known as 1911 and 1913 Apron Dr. (BUILDING # 44), Old Webb AFB Hangar: Approx. 14,268 sq. ft.; Land Area: Approx. 1.9 acres; and as depicted in Exhibit A to this Lease. The term “Leased Premises” excludes “Lessor-Owned Historical Aircraft.”
- (i) “Lessor-Owned Historical Aircraft” shall mean the aircraft described in Exhibit B to this Agreement.
- (j) “Minimum Standards” shall mean the standards as codified in Chapter 10, “Aviation,” Article II, “Aeronautical Activities and Services at Big Spring Airport and Industrial Park,” Division 2: “Minimum Standards for Commercial Aeronautical Activities and Services,” of the Big Spring City Code, as may be amended, and which are incorporated herein to this Lease as though reproduced in their entirety.
- (k) “TSA” shall mean the Transportation Security Administration, as presently constituted as a division of the United States Department of Homeland Security or its successor agency or agencies.
- (l) “Trade Fixtures” shall mean that furniture, furnishings, non-load bearing removable partitions, special lighting fixtures, draperies, decorations, appliances and other personal property furnished, installed or used by Lessee.

ARTICLE II **REPRESENTATIONS**

Section 2.01: Representations by Lessor. Lessor makes the following representations as the basis for its undertakings in this Agreement:

- (a) Lessor, as the owner of the Airport, has the power and authority to lease the Leased Premises to Lessee pursuant to the terms and conditions contained herein and to enter into the transactions contemplated herein and to carry out its obligations hereunder, and by proper action of the governing body of the City, Lessor has been authorized to execute and deliver this Agreement;

- (b) Lessor has fee title to the real property of the Leased Premises;
- (c) Lessor owns or is the custodian for Texas State Surplus and USAF Museum Loaner Historical Aircraft located on the Leased Premises;
- (d) All representations relating to the Lessor contained in the recitals to this Agreement are true and correct.

Section 2.02: Representations by Lessee. The Lessee makes the following representations as the basis for its undertakings in this Agreement:

- (a) Lessee has the power to enter into this Agreement without violating the terms of any other agreement to which it may be a party; and has been duly authorized to execute and deliver this Agreement;
- (b) Lessee will cause the Leased Premises to be occupied and possessed for the purposes set forth herein, and will operate or cause to be operated the Leased Premises in accordance with the terms and provisions of this Agreement;
- (c) All representations relating to Lessee contained in the recitals to this Agreement are true and correct.

ARTICLE III **LEASE AND TERM**

Section 3.01: Demise of Leased Premises. Subject to the terms and conditions of this Agreement, Lessor hereby leases, lets and demises exclusively unto Lessee and Lessee hereby leases and rents from Lessor, the Leased Premises.

Section 3.02: Term.

- (a) Term. This Agreement shall become effective as to the Leased Premises on the Effective Date and shall continue unless sooner terminated or reduced in accordance with this Agreement for ten (10) years from the Effective Date.
- (b) Renewal. Lessee shall have the option to renew this Agreement for one five (5) year term (the “Renewal Term”) by giving the Director written notice of its intent to exercise this option no later than three (3) months prior to the end of the Term. The annual rental for the Renewal Term will be established by Lessor upon Lessee’s exercise of the option to renew.

Section 3.03: Condition of Premises. Lessee has full and exclusive responsibility for ascertaining the suitability of the Leased Premises for Lessee’s intended use. Lessor makes no representations or warranties, either express or implied, as to the condition of the

Leased Premises or the suitability of the Leased Premises for the use intended by Lessee.

ARTICLE IV **RENT AND OTHER CHARGES**

Section 4.01: Rent. Upon the execution of this Agreement, and in consideration of the public purpose of promoting economic development by the continued establishment and operation of a museum in order to attract tourism to the City of Big Spring, Lessee agrees and binds itself to pay rental for the Leased Premises in the amount of \$1.00 per year, on the Effective Date and at each annual anniversary of the Effective Date for the duration of the Term (or Renewal Term, if applicable).

Section 4.02: Use Charges. The standards and regulations enacted by any and all governmental agencies responsible for the operation of the Airport, now or in the future, may provide for use charges to be paid by those using, occupying, or conducting operations at the Airport. Such charges may be based upon square footage, receipts or other reasonable basis, to be established by such standards and regulations, and consistently applied. Lessee agrees to pay such charges as same are due and owing under any such standards or regulations now or hereafter in effect. Any such use charges shall be lawful, reasonable, and nondiscriminatory.

Section 4.03: Fines, Penalties. Lessee shall be responsible for any fines or penalties, which may be assessed by the FAA or any other government authority against Lessor, to the extent any such fine or penalty is directly attributable to Lessee, its invitees, licensees or sublessees' activities on the Leased Premises. Further, Lessee shall reimburse Lessor for any fines or penalties assessed against the City by the Texas Commission on Environmental Quality or the U.S. Environmental Protection Agency to the extent any such fine or penalty is directly attributable to Lessee's non-compliance with any rule, regulation, statute or order of those agencies.

ARTICLE V **USE OF LEASED PREMISES**

Section 5.01: Permitted and Prohibited Use.

- (a) During the Term, Hangar 25 shall have the right to use and occupy the Leased Premises solely for (I) the operation of the Hangar 25 Air Museum, as the purpose of the Hangar 25 Air Museum is for promoting education through the collection, preservation, and exhibition of the history of the Big Spring Army Air Force Bombardier School and Webb Air Force Base; and (2) for the purpose of hosting and sponsoring events, including live music performances, concerts, weddings, and other gatherings or activities as may be determined by Hangar 25 with the consent of the Airport Director, provided that all such events are conducted with a Hangar 25 representative present at all times when visitors are in the facility to ensure the protection of the city's property and are conducted for civic, cultural, or recreational

purposes consistent with Hangar 25 and City operations, programs, and mission (the "Permitted Use").

- (b) Lessee shall not use or permit the Leased Premises to be used for the storage of surplus materials or for any other purpose whatsoever without the prior written consent of Lessor.

Section 5.02: Right of Quiet Enjoyment. Subject to the other terms and conditions hereof, Lessee shall be entitled to and shall have possession and quiet enjoyment of the Leased Premises.

Section 5.03: Right of Ingress and Egress. Subject to the rules and regulations of the City and the federal government governing operation and use of the Airport and its facilities and the activities thereon (including, but not limited to, the provisions regarding security at the Airport), Lessee shall have the right to use such facilities of the Airport as are provided for common use by the public. Lessee, its employees, agents, clients, and guests shall have reasonable use of designated public parking areas, subject to the rights of Lessor to change such designations and to impose reasonable rules and regulations for the use of such area.

Section 5.04: Improvements.

- (a) Lessee accepts the Leased Premises "as is," and by Lessee's signature represents that the Leased Premises are currently suitable for the Permitted Use. Any alterations to the Leased Premises must be authorized in writing by the Director and shall be made at Lessee's sole cost and expense. Any alterations made to the Leased Premises shall become the property of Lessor at the end of the Term (or Renewal Term, if applicable) of this Lease. Alterations made without the written consent of the Airport Director shall be removed at the option of, and in a manner acceptable to, Lessor in order to return the Leased Premises to the same condition and state existing prior to the making of such alterations. Lessee agrees that any damages that may be caused by the installation or removal of moveable fixtures, manufacturing equipment and machines, furniture, service equipment or any Trade Fixtures will be repaired as soon as practical by Lessee at Lessee's sole expense.
- (b) All improvements hereafter constructed or placed on the Leased Premises and all alterations, modifications thereof and improvements therein, shall not be deemed Trade Fixtures, but shall become part of the Leased Premises with title vesting to the City at the expiration or earlier termination of this Agreement subject, however, to Lessee's obligation to operate, repair, maintain and replace and right of possession, use and occupancy during the term of this Agreement in accordance with the terms and conditions hereof.
- (c) Alterations and improvements include but are not limited to alterations or

improvements of any system that is related to heating, ventilation, and air conditioning (HVAC).

Section 5.05: Compliance Standards. All parties hereto agree to comply with any and all applicable laws, rules, and regulations, including the Minimum Standards as defined in Section 1.01(h), as may be amended, and those of the FAA, Texas Commission on Environmental Quality, United States Environmental Protection Administration, and TxDOT. During the term of this Agreement, Lessee shall not permit the Leased Premises to be used for any unlawful or improper purpose.

ARTICLE VI

OBLIGATIONS OF LESSEE

Section 6.01: Maintenance of Leased Premises at Lessee's Expense. Lessee shall, through the Term of this Agreement, assume the entire responsibility, at its sole cost, for the following:

- (a) Maintain at all times the Leased Premises in a good state of repair and preservation, excepting ordinary wear and tear.
- (b) Maintain the Leased Premises in good order and condition, including routine maintenance and maintenance of all non-structural elements of the buildings, and upon termination of this Agreement return said Leased Premises in good order and condition.
- (b) Keep at all times in a clean and orderly condition and appearance the Leased Premises, and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises which is open to or visible by the general public.
- (c) Provide and maintain all obstruction lights and similar devices, fire protection and safety equipment and all other equipment required by laws rule, order, ordinance, resolution or regulation of any competent authority, including the City and Director.
- (d) Observe all regulations and requirements of insurance on the Leased Premises concerning the use and condition thereof for the purpose of reducing fire hazards and insurance rates on the Airport.
- (e) Be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by Lessee exclusively, including but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.
- (f) Cause all vehicles and equipment operated by Lessee on the Airport to be kept and maintained in a safe condition and in good repair in accordance with the uniform standards applicable to all Airport tenants, as established

from time to time by the Director.

- (g) Repair all damages to Leased Premises caused by its members, employees, patrons or its operation thereon.

Section 6.02. Historical Aircraft.

- (a) Obligation to Preserve and Protect. Lessee understands and acknowledges that the Lessor-owned Historical Aircraft located on the Leased Premises is of significant historical value, and agrees to take all reasonable measures, whether or not directed by Lessor, to safeguard, preserve, and protect the Historical Aircraft from damage, deterioration, access by the public, vandalism, and unauthorized removal. Lessee agrees to keep the Historical Aircraft located on the Leased premises cordoned off by rope or similar barrier to help prohibit access by the public. Lessee shall not modify, relocate, or alter the Aircraft in any manner without the prior written consent of Lessor.
- (b) Maintenance and Condition Standards. Lessee shall, at its sole cost and expense, maintain and keep in clean condition the Historical Aircraft consistent with its historical significance. Such maintenance shall include, but is not limited to, implementing preventive measures for structural integrity, pest control, climate protection (if applicable), and corrosion prevention. Lessee shall not undertake any repair, restoration, or conservation efforts without the prior written approval of Lessor.
- (c) Access for Inspection. Lessor, or its designated representatives, shall have the right to inspect the Historical Aircraft to ensure compliance with this provision. Lessee shall cooperate fully with such inspections and implement any reasonable preservation measures required by Lessor.
- (d) Prohibited Uses and Conduct. Lessee shall not use the Historical Aircraft for any purpose other than as an exhibit or as otherwise agreed upon in writing by Lessor. Any use, display, or activity that could result in damage, excessive exposure to environmental hazards, or diminishment of the Historical Aircraft's historical integrity is strictly prohibited.
- (e) Restoration or Repair. In the event the Historical Aircraft is damaged due to Lessee's negligence, misconduct, or failure to comply with this Lease, Lessee shall, at its sole cost and expense, restore or repair the Aircraft to its condition immediately prior to such damage, subject to Lessor's prior written approval.
- (f) Ownership. Lessor shall retain all right, title, and interest in and to the Lessor-Owned Historical Aircraft, and Lessee states its acknowledgement thereof.
- (g) Moving Lessor-Owned Aircraft

- (h) Except in an emergency situation, Lessee may not move Lessor-Owned Historical Aircraft away from the Leased Premises without the written consent of the Airport Director.

Section 6.03: Taxes, Charges, Utilities, Liens.

- (a) Lessee shall pay all taxes that may be levied, assessed or charged by the State of Texas or any of its political subdivisions or municipal corporations upon the real property of Lessor, Lessee's leasehold estate, and Lessee's leasehold improvements and personal property present in the Leased Premises and shall obtain and pay for all licenses and permits required by law.
- (b) Lessor shall pay for all water, gas, electric, air conditioning, sewer, and solid waste services to Building 44 only. Charges incurred for any other utilities, such as as telephone, internet, and television services, resulting from Lessee's use of the Leased Premises, will be paid by Lessee. This provision is subject to periodic review and changes as circumstances arise, and changes will be at the sole discretion of Lessor.
- (c) Lessee shall neither cause or permit any laborers, mechanics, builders, carpenters, materialmen, contractors or other liens or encumbrances (including judgment and tax liens) against the Leased Premises provided, however, that Lessee may, at its own expense, in good faith contest the validity of any alleged or asserted lien and may permit any contested lien to remain unsatisfied and undischarged during the period of such contest and only appeal therefrom unless by such action any part of the Leased Premises may be subject to loss or forfeiture, in any of which events such lien shall be promptly satisfied and released in full.

Section 6.04: Nondiscrimination Requirements of Big Spring City Code.

Notwithstanding any other or inconsistent provision of this Agreement, during the performance of this agreement, Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration for this agreement, does hereby covenant and agree, as a covenant running with the land, that:

- (a) No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination in the use of the Leased Premises.
- (b) In the construction of any improvements on, over or under the premises, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- (c) The Lessee shall use the premises in compliance with all other requirements

imposed by or pursuant to 49 CFR 21, subtitle A, Department of Transportation, Office of the Secretary, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1954, and as said regulations may be amended.

- (d) In the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate this agreement and to reenter and repossess the Leased Premises and hold the same as if said agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR 21 have been followed and completed, including expiration of appeal rights.

Section 6.05. Airport Development. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the views of the Lessee, and without interference or hindrance. Lessor further reserves the right to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the same together with the right to direct and control all activities of the Lessee in this regard.

Section 6.06. War or National Emergency. During any time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military use and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended or modified in whatever manner is appropriate to the situation.

Section 6.07. Subordination. This Agreement shall be subject and subordinate to the provisions of the indenture and the amendment to indenture whereby the Lessor derived title to the Leased Premises from the United States and to any existing or future agreement between the Lessor and the United States, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport; provided, however, that the Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of the Lessee in and to the premises, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of lessors of the United States pursuant thereto.

Section 6.08. Compliance with Laws. The Lessee shall comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by the Lessor, and Lessee shall keep in effect and post in a prominent place all necessary and/or required licenses or permits.

Section 6.09. Indemnity. To the extent not covered by insurance carried in favor of the Lessor, the Lessee shall keep and hold harmless the Lessor from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person, including

agents or employees of Lessor or Lessee, by reason of death or injury to persons or loss or damage to property, resulting from the Lessee's operations, or anything done or omitted by the Lessee, under this agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the acts or omissions of the Lessor or its agent or employees.

Section 6.10. Surrender and Holding Over.

- (a) Upon the expiration or termination of this Agreement pursuant to any terms hereof, Lessee shall surrender the Leased Premises to Lessor in a good state of repair and preservation, excepting ordinary wear and tear. All equipment, Trade Fixtures and other personal property installed or placed by Lessee on the Leased Premises which have not been removed by Lessee prior to the expiration or termination of this Agreement shall be deemed to be abandoned by Lessee and title thereto shall vest in Lessor provided. All Leased Premises damaged by or as a result of the removal of Lessee's property shall be restored at Lessee's expense to the same or better condition than existed prior to such damage.
- (b) Any holding over of the Leased Premises or any part thereof by Lessee after the expiration or termination of this Agreement shall be on a month-to-month basis, subject to the terms of this Agreement.

Section 6.11. Hours of operation and being open to the public.

The museum is that building formerly known as Building #44 and is located on the Leased Premises. Lessee covenants that it will keep the museum open to the public at least Tuesdays through Fridays from 10 am to 4 pm, and Saturdays 10 am to 2 pm.

Lessee will provide prompt and advance notice to Lessor of any holiday schedules that result in the museum being closed during the hours or days it will otherwise need to be open under this Section 6.11. If neither the City Manager nor City Representative object to the holiday schedule, Lessee may close the museum according to the holiday schedule even if this Section 6.11 would otherwise require the museum to be open. If an objection is so raised, Lessee and Lessor agree to negotiate to resolve the matter.

If Lessee closes the museum on a day that it must stay open under this Section 6.11 it may only do so by invoking a reason under Section 11.04 of this Agreement.

For notices under this Section 6.11, Lessee may send notices under Section 11.02 of this Agreement, or it may send the notice by sending e-mail to both the City Representative and the City Manager.

ARTICLE VII
RIGHTS AND OBLIGATIONS OF LESSOR

Section 7.01: Right of Flight. Lessee understands that Lessor reserves the right of flight for the passage of aircraft above the surface of the Leased Premises and that the grant and demise of the Leased Premises is subject to this reserved right of flight, which such right shall include the right to cause in such air space such noise as may be inherent to the operation of aircraft now known or hereafter used for the navigation of or flight in the air. Further, the Lessee understands and agrees that Lessor reserves the right to use said air space for landing at, taking off from and operating aircraft on and over the Airport.

Section 7.02: Lessor's Rights of Entry to Leased Premises.

- (a) Lessor shall have the right to enter upon the Leased Premises for the purpose of inspecting the same, for observing the performance by Lessee of its obligations under this Agreement and for the doing of any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise provided such action by the City, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use or occupancy of the Leased Premises.
- (b) Without limiting the generality of the foregoing, Lessor, by its officers, employees, agents, representatives, contractors and furnisher of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical or other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the City, be deemed necessary or advisable and from time-to-time, to construct or install over, in or under the Leased Premises, such systems or parts thereof and in connection with such maintenance, use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible provided, however, that in the exercise of such right of access, repair, alteration or new construction, the City shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee and shall return the Leased Premises to their prior condition without expense to Lessee.

Section 7.03: Operation, Maintenance and Expansion of Airport by the City.

- (a) Lessor agrees to operate, maintain and keep in good repair the areas and facilities at the Airport for the public and Lessee in accordance with the practices of a reasonably prudent airport operator. Lessor agrees to use reasonable efforts to keep the Airport free from obstructions and to do all things reasonably necessary for the safe, convenient and proper use of the Airport by those who are authorized to use the same. Lessor agrees to maintain and operate the Airport in accordance with all applicable

standards, rules and regulations.

- (b) Lessor may expand and improve the Airport as it, in its sole judgment, may deem necessary to provide required facilities in the interest of the public and Lessor.
- (c) Lessor shall have the right, but not the obligation, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.
- (d) Lessor shall, throughout Term of this Agreement (and Renewal Term, if applicable), at its own expense, maintain the roof, exterior walls, foundation and all structural elements, including plumbing and electrical in good order and condition including but not limited to making all repairs and replacements necessary to keep such items in such condition; provided, however, that Lessor shall not be required to repair or replace any such item damaged by Lessee's negligence.
- (e) Lessor may, without cause and for convenience, terminate this Agreement at any time by providing at least ninety (90) days' written notice of Lessee.

Section 7.04: Non-Appropriation. Notwithstanding anything contained in this Agreement to the contrary, each and every financial obligation of Lessor pursuant to this Agreement is subject to appropriations. In the event no funds or insufficient funds are appropriated or budgeted by the City for the operation of an airport by Lessor during the term of this Agreement, City will immediately notify the Lessee its assignee of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to City of any kind whatsoever. In the event of such termination, Lessee agrees to peaceably surrender possession of the Leased Premises to City or its assignee on the date of such termination, except that Lessee shall have the option of removing Improvements within ninety days of such notice.

Section 7.05: Financial Statement and Budget. Lessor shall have the right to inspect or obtain a copy of Lessee's annual financial statement one month after the end of Lessor's fiscal year, and Lessor's annual budget with budget amendments. Lessor represents that currently its fiscal year begins January 1. This financial statement shall include a detailed account of the Lessee's income, expenditures, and the allocation of funds.

Lessee shall maintain accurate and complete records of such funds for a period of at least four years following the end of each fiscal year in which the funds were received.

This Section 7.05 does not limit the City's right to request other documents of Lessee as it may have under applicable law.

Section 7.06: Nothing in Section 7.05 shall require the City to grant funds to Lessee

that the City receives from hotel occupancy tax revenue or from any other source.

ARTICLE VIII
INDEMNIFICATION, INSURANCE AND CONDEMNATION

Section 8.01: Indemnification.

- (a) **It is agreed for all purposes hereunder, the Lessee is and shall be an independent contractor and shall not, with respect to their acts or omissions, be deemed an agent or employee of Lessor.**
- (b) **Lessee agrees to indemnify, hold harmless and defend Lessor, its officers, agents and employees, from and against all liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs occasioned by the Lessee's occupancy or use of the Leased Premises and/or activities conducted in connection with or incidental to this Agreement and arising out of or resulting from the intentional acts or negligence of the Lessee, its officers, agents or employees, including all such causes of action based on common, constitutional, or statutory law. or based upon the negligent acts or omissions of the Lessee, its officers, agents and employees.**
- (c) **The Lessee further agrees that it shall at all times take reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, customers, visitors, and other persons, as well as their property, while in or on the Leased Premises. It is expressly understood and agreed that Lessor shall not be liable or responsible for the negligence of the Lessee, its agents, servants, employees, customers, and visitors.**
- (d) **Further, Lessor assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects, which may now exist or which may hereafter arise upon the Leased Premises, responsibility for any and all such defects being expressly assumed by the Lessee. Lessee understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions., including but not limited to, any such claim asserted by or on behalf of the Lessee or any of its members, agents and employees.**

Section 8.02: Insurance.

- (a) The Lessee shall provide and maintain, at its own expense, the following types and amounts of insurance, during the term of this Lease, and endorsed to provide for Lessor as additional insured under said policies (except for Personal Property Insurance):

<u>TYPE</u>	<u>AMOUNT</u>
Commercial General Liability Insurance, which must include premises liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate
“Fire and Extended Coverage” policy	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Personal Property Insurance in an amount sufficient to cover Lessee’s personal property	

- (b) The procurement of said insurance shall not be construed to be a limitation upon the Lessee's liability or as a full performance on its part of the indemnification provisions of the Lease. The Lessee's obligations are, notwithstanding said policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the Leased Premises.
- (c) Before commencement of activities under this Lease, the Lessee shall furnish to the Lessor copies of its policies of insurance, including endorsements providing for Lessor as additional insured under the insurance policies.
- (d) Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the for its adequacy as to form, content, form of protection, and providing company.
- (e) Insurance required by this Lease for Lessor, as additional insured, shall be primary insurance and not contributing with any other insurance available to or held by Lessor, including any third-party liability policy. The inclusion of Lessor as an additional insured is not intended to, and shall not make Lessor a partner or joint venturer with Lessee.
- (f) Issuers of any insurance required herein shall waive any and all rights of subrogation against Lessor’s insurers and Lessor (including Lessor’s officials and employees).

- (g) Lessee further agrees that with respect to the above-required insurance, the insurance policies shall be endorsed to provide that Lessor be named as insured; and be provided within thirty (30) days advance notice, in writing, of policy cancellation or material change.
- (h) Said policies of insurance shall be performable in Howard County, Texas, and shall be construed in accordance with the laws of the State of Texas.
- (i) Protection against loss by fire or other casualty to any property of Lessee shall not be an obligation of Lessor.

Section 8.03: Reconstruction of the Leased Premises. In the event the Leased Premises or any part thereof is damaged or destroyed, Lessee shall, to the extent of the insurance proceeds available, promptly repair or replace the same and any insurance proceeds received with respect to such damage or destruction shall be applied in payment of the expenses of such repair or replacement and any excess insurance proceeds shall belong to Lessee. In repairing or replacing the leased premises pursuant to this provision, Lessee agrees to first have the plans and specifications for such repair or replacement approved by the Lessor and to obtain any and all performance and payment bonds and building permits as are required by Lessor. Lessee shall warrant unto the Lessor that all items and materials used in altering, repairing or replacing the demised premises are, at the time of installation, free and clear of any liens, mortgages or encumbrances, and shall indemnify and save the Lessor harmless from and against any and all claims with respect thereto. If such a substantial portion of the demised premises is destroyed so that the Lessee cannot reasonably continue to utilize said premises until the same are repaired or replaced, then the Lessee may elect either to repair or replace the same to the extent of the insurance proceeds available (in which case the rent payable hereunder shall be abated until such time as the Lessee can reasonably resume operation of its business, and the term hereof shall be extended for a period equal to the rent abatement period), or not to repair or replace the same and to terminate this Lease, whereupon the full amount of all insurance proceeds shall be paid to the Lessor.

ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES

Section 9.01: Default by Lessee. The following shall be events of default as to the Lessee under this Agreement:

- (a) Failure by the Lessee to abide by any provision of this Agreement for a period of ten (10) days after receipt of written notice from Lessor identifying such failure;
- (b) Abandonment or desertion of the Leased Premises by the Lessee for any period of time exceeding thirty (30) consecutive calendar days;
- (a) The filing of or causing to file any lien against the Leased Premises or

Lessee's interest therein;

- (b) The dissolution or liquidation of Lessee or the filing by Lessee of a voluntary petition in bankruptcy or failure by the Lessee promptly to remove any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Leased Premises.

Section 9.02: Remedies on Default. Whenever any event of default referred to in Section 9.01 hereof shall have happened, Lessor may take any one or more of the following remedial steps as against the Lessee:

- (a) Lessor may re-enter and take possession of the Leased Premises, without terminating this Agreement, and sublease the interest of the Lessee to any party or operate the same on behalf of the Lessee. In either case, Lessee shall be liable for the difference, if any, between the rents and other amounts payable by Lessee hereunder and the rents and other amounts payable by such sub-leasing.
- (b) In retaking possession, Lessor shall have the right to remove and store any property remaining on the Leased Premises.
- (c) After thirty (30) days' written notice to Lessee, Lessor may terminate this Agreement, exclude the Lessee from possession of the Leased Premises and shall use its best effort to lease Lessee's interest therein to another party for the account of City holding Lessee liable for all rents and other amounts due under this Agreement and not paid by such other party.
- (d) Lessor may take whatever other action at law or in equity as may appear necessary or desirable to collect the rent then due and thereafter to become due from Lessee or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Agreement.
- (e) If Lessor and the Lessee disagree with respect to Lessee's obligations to pay money under this Agreement, Lessee may pay the amount under protest and such payment shall not prejudice Lessee's right to recover the disputed amount if it is determined that such payment was not due.
- (f) In addition to the statutory Lessor's lien, Lessor shall have, at all times, a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Lessee, and to secure payment of any damages or loss which Lessor may suffer by reason of the breach by Lessee of any covenant, agreement, or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements, and other personal property of Lessee presently or which may hereafter be situated on the premises, and all proceeds therefrom, and such property shall not be removed therefrom without the consent of Lessor until all the arrearages in

rent as well as any and all other sums of money

Section 9.03: Non-Exclusive Remedy. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement.

Section 9.04: Legal Fees. In the event there should be a default under any of the provisions of this Agreement and the Lessor should determine that the services of an attorney are required or the Lessor incurs other expenses for the collection of rent or the enforcement of performance or observance of any obligation or agreement on the part of Lessee, the Lessee agrees that it will on demand therefor pay to the Lessor the reasonable, just and necessary fees of such legal and other reasonable incurred expenses.

ARTICLE X

ASSIGNMENTS, SUBLETTING, TERMINATION AND ENCUMBRANCES

Section 10.01: Assignment and Subletting

- (a) Lessee covenants and agrees that it will not transfer or assign this Agreement or any part thereof or any rights created thereby or sublet the Leased Premises covered by this Lease or any part thereof without the prior written consent of the Director.
- (b) If, without the prior written consent of the Director, the Lessee assigns, transfers or sublets in violation of Section (a) of this Section or if the Leased Premises are occupied by anybody other than the Lessee, as provided in this Agreement, the Lessor may terminate this Agreement or collect rent from any assigns, sub-lessee or anyone who claims a right to this Agreement or who occupies the Leased Premises and the Lessor shall apply the net amount collected to the rental herein reserved but no such collection shall be deemed a waiver by the Lessor of the covenants contained in subdivision (a) of this Section or an acceptance by the Lessor of any such assignee or sublessee.
- (c) Any assignment or transfer of this Agreement or any rights of Lessee hereunder (except as otherwise permitted herein) whether it be a voluntary assignment without the consent of Director or an assignment or transfer by operation of law, shall be null and void and shall constitute a default on the part of the Lessee.

Section 10.02: Termination by Lessee. If not in default in any of its obligations hereunder, Lessee may at its option terminate this Agreement by giving the Director thirty (30) days' written notice thereof.

ARTICLE XI

MISCELLANEOUS

Section 11.01: Consents and Approvals.

- (a) With respect to the approvals herein required of the Lessee, Lessee shall from time-to-time furnish to the Lessor appropriate certifications setting forth the officers or representatives of Lessee who are authorized to grant such approvals and to bind the Lessee thereto.
- (b) The Director is the Lessor’s designated representative and shall act in accordance with City of Big Spring policies and procedures in carrying out their duties. The Director may designate an individual to perform all or part of the duties of the Director hereunder from time to time, and may give any consent or approval herein required of the Lessor unless otherwise provided.
- (c) All consents and approvals required or permitted herein by either party shall be given in writing.

Section 11.02: Notices. All notices required or permitted to be given to the Lessor or Lessee shall be deemed sufficiently given if in writing and sent either by registered mail or certified mail, postage prepaid, addressed as follows, or to such other address or addresses as the Lessor or Lessee shall from time to time designate in writing to the other parties;

City:
City of Big Spring
Airport Director
McMahon-Wrinkle Airport
and Industrial Park
3200 Rickabaugh Dr.
Big Spring, Texas 79720

Lessee:
Hanger 25 Air Museum Assoc.
1911 Apron Dr.
Big Spring, Texas 79720

Section 11.03: Brokerage. The Lessee represents and warrants that no brokers have been concerned on their behalf in the negotiation of this Agreement and that there are no such brokers who are or may be entitled to be paid commissions in connection therewith. Lessee shall hereby indemnify and save harmless Lessor of and from any claim for commission or brokerage made by any such brokers when such claims are based in whole or in part upon any acts or omissions by Lessee.

Section 11.04: Force Majeure. Neither the Lessor nor Lessee shall be deemed in default hereunder if either party is prevented from performing any of its obligations, other than the payment of rentals, fees and charges hereunder, by reasons of strikes, boycotts, labor disputes, embargoes, shortages of energy or material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion,

acts of sabotage or any other circumstances for which it is not responsible or which are not within its control.

Section 11.05: Entire Agreement. Misrepresentation. This Agreement constitutes the entire understanding between Lessor and Lessee, and as of the Effective Date, supersedes all prior or independent agreements between Lessor and Lessee covering the subject matter hereof. Any change or modification hereof must be in writing signed by both Lessor and Lessee.

Section 11.06: Place of Performance; Laws Governing Venue. This Agreement shall be performable and enforceable in Howard County, Texas, and shall be construed in accordance with the laws of the State of Texas. Venue for any cause of action shall be Howard County, Texas. Neither Party shall commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Texas sitting in Howard County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the courts of the State of Texas sitting in Howard County. A final judgment in any such action, litigation, or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 11.07: Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Section 11.08. Relationship of the Parties. Landlord and Tenant agree that the relationship between them is that of landlord and tenant and that Landlord is leasing space to Tenant. It is not the intention of the parties, nor shall anything herein be constructed to constitute Landlord as a partner or joint venturer with Tenant, or as a "warehouseman" or a "bailee."

Section 11.09: Non-waiver of Governmental Immunity.

(a) The City of Big Spring, a Texas municipal corporation, expressly retains all rights and benefits of governmental immunity from liability and suit for damages in accordance with: Title 5, Texas Civil Practice and Remedies Code; Subchapter I, Chapter 271, Texas Local Government Code; and any other law, if applicable.

(b) Nothing in 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.

(c) 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.

Section 11.10: Enforcement. The City Manager, or designee, may enforce all legal rights and obligations under this Agreement without further authorization; and, may engage legal counsel to represent the City in such enforcement. Lessee shall provide to the City Representative all documents and records that the City Representative reasonably requests to assist in determining Lessee's compliance with this Agreement.

Section 11.11: No Waiver.

(a) No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by an authorized representative of the party waiving its right.

(b) Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.

(c) Neither of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement:

(i) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement; or

(ii) any act, omission, or course of dealing between the parties.

Section 11.12: Successors. The provisions of this Agreement shall be binding upon and inure to the benefit of Lessor and Lessee, respectively, and their respective successors, assigns, heirs, executors, and administrators. Lessee agrees to become the tenant of Landlord's successor in interest under the same terms and conditions of its tenancy hereunder.

ARTICLE XII

CONDITION PRECEDENT

The obligations of the Lessor under this Agreement are subject to the satisfaction by the Lessee of the following conditions precedent:

(a) Lessee's Articles of Incorporation, Certificate of Formation, or restated Certificate of Formation on file with the Texas Secretary of State must be amended to strike the words:

“SECOND: The corporation is a non-profit corporation. When it dissolves all of its assets will be distributed to the State of Texas or an organization exempt from taxes under Internal Revenue Code Section 501(c)(3) for one or more purposes exempt under the Texas Franchise Tax”

and take action so that the passage that follows becomes an effective part of Lessee's Certificate of Formation:

BEGIN PASSAGE

Upon the dissolution of the Corporation, all of the then-remaining assets of the Corporation (the "Final Assets") shall be distributed as follows:

A. First, the entirety of the Final Assets shall be distributed to any qualifying local military-related nonprofit organization existing and located in Howard County, Texas, at the time. Any such organization must (1) be recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, and (2) have primarily as its mission the preservation of United States military history.

B. If, however, no such organization exists at the time, then the entirety of the Final Assets shall be distributed to any nonprofit organization existing and located in Howard County, Texas. Any such organization must (1) be recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, and (2) have primarily as its mission the preservation of the history and culture of Howard County, Texas.

C. If no organization exists in Howard County, Texas at the time as described in Section A or B above, then all of the Final Assets shall be distributed as follows:

1. 75% to the City of Big Spring, Texas; and
2. 25% to any organization which (a) is recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, (b) is located within the State of Texas, and (c) has primarily as its mission the preservation of military history.

D. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of Howard County, Texas, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

END PASSAGE

- (b) Lessee must present to Lessor a certificate of insurance pursuant to Section 8.02 of this Agreement.

(c) Lessee represents that it is aware that this provision requires specifically the certificate of formation or articles of incorporation of the Lessee to be amended to comply with this provision.

(d) Lessee covenants and agrees that it will not subsequently amend its Certificate of Formation in any manner that would conflict with or be at variance with the requirements of this Article.

(e) Lessee's ongoing obligation includes maintaining its Certificate of Formation in full compliance with the requirements of this Article at all times.

IN WITNESS WHEREOF this Agreement has been entered into and is effective as of the Effective Date and has been executed in quadruplicate original counterparts by the respective officers of the parties hereto as of the dates noted below.

LESSEE

**HANGER 25 AIR MUSEUM
ASSOCIATION**, a Texas nonprofit
corporation

Print Name:
Print Title:

ATTEST:

Print Name:
Print Title:

LESSOR

CITY OF BIG SPRING, a Texas
Municipal Corporation

Todd Darden
City Manager

ATTEST:

Tami Davis
City Secretary

APPROVED AS TO FORM ONLY

Andrew W. Hagen
City Attorney



Hangar 25 1.9 Acres

Exhibit A

Exhibit B

DESCRIPTION AIRCRAFT

See attached page.

Exhibit B

List of Loaner Aircraft

Type Aircraft	Serial Number	Ownership
1944 Beech AT-11	N88KD	City of Big Spring
1949 North American T-28A	N65Y	City of Big Spring
1956 Lockheed T-33A	N5848F	City of Big Spring
1960 Harrier AV8C	9612670001NF3	Texas Facilities Commission
1964 Northrop T-38	64-3198	Texas Facilities Commission
1956 F-100F	56-3982	National Museum USAF
1957 T-33A	57-0606	National Museum USAF
1955 T-37B	55-4305	National Museum USAF

FIRST AMENDMENT AND NOVATION AGREEMENT

THIS FIRST AMENDMENT AND NOVATION AGREEMENT ("**Amendment**") is made and entered into as of the [REDACTED] day of [REDACTED], 2026 ("**Amendment Effective Date**"), by and among the CITY OF BIG SPRING, a Texas municipal corporation ("**Landlord**"), FORTITUDE MINING, LLC, a Delaware limited liability company ("**Original Tenant**"), and ISOMERIC INDUSTRIES, INC., a Georgia corporation ("**New Tenant**").

WHEREAS, Landlord and Original Tenant are parties to that certain Lease Agreement dated as of March 12, 2025, as described above (the "**Lease**"), for certain premises located at 1600 First Avenue, Big Spring McMahon-Wrinkle Airport and Industrial Park, Big Spring, Texas 79720, comprising Building 1B (approximately 141,440 square feet) and a container area (approximately 1.3 acres);

WHEREAS, New Tenant desires to assume all of Original Tenant's rights and obligations under the Lease and become the tenant thereunder;

WHEREAS, Original Tenant desires to be released from its obligations as tenant under the Lease, subject to the terms and conditions set forth herein;

WHEREAS, Original Tenant and New Tenant desire that Original Tenant sublease a portion of the Premises from New Tenant;

WHEREAS, the parties desire to amend certain provisions of the Lease relating to maintenance and repair responsibilities and permitted use; and

WHEREAS, Landlord is willing to consent to the foregoing, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. NOVATION AND SUBSTITUTION

1.1 Substitution of Tenant. Effective as of the Amendment Effective Date, New Tenant is hereby substituted for Original Tenant as "Tenant" under the Lease, and New Tenant hereby assumes and agrees to perform all of Original Tenant's obligations under the Lease arising on or after the Amendment Effective Date.

1.2 Assumption by New Tenant. New Tenant hereby accepts the substitution set forth in Section 1.1 and assumes, effective as of the Amendment Effective Date, all obligations, covenants, and duties of Tenant under the Lease arising on or after the Amendment Effective Date. New Tenant represents and warrants to Landlord that:

- 1.2.1 New Tenant has reviewed and is familiar with all terms and conditions of the Lease;
- 1.2.2 New Tenant has the full right, power, and authority to enter into this Amendment and to perform all obligations of Tenant under the Lease;
- 1.2.3 This Amendment has been duly authorized, executed, and delivered by New Tenant and constitutes the legal, valid, and binding obligation of New Tenant, enforceable in accordance with its terms;
- 1.2.4 No Event of Default by New Tenant exists as of the Amendment Effective Date; and
- 1.2.5 New Tenant is not a company on a list prepared and maintained by the Texas Comptroller that does business with Iran, Sudan, or a foreign terrorist organization, unless it is a company affirmatively declared by the United States government to be excluded from the applicable federal sanctions regime.

1.3 Release of Original Tenant. Subject to the provisions of Section 1.4 below, and in consideration of New Tenant's assumption of the Lease, Landlord hereby releases and discharges Original Tenant from all obligations and liabilities under the Lease arising on or after the Amendment Effective Date. This release shall not affect Original Tenant's obligations or liabilities for any defaults, breaches, or other matters occurring or arising prior to the Amendment Effective Date.

1.4 Original Tenant's Continuing Obligations. Notwithstanding the release provided in Section 1.3, Original Tenant shall remain liable for:

- 1.4.1 All obligations, covenants, and duties arising under the Lease prior to the Amendment Effective Date;
- 1.4.2 All indemnification obligations under the Lease relating to events, conditions, or circumstances occurring or arising prior to the Amendment Effective Date, including but not limited to environmental indemnification obligations under Section 8.04 of the Lease; and
- 1.4.3 Any obligations that, by their terms, survive the assignment or termination of the Lease.

1.5 Security Deposit. The Security Deposit currently held by Landlord in the amount of \$28,843.98 shall continue to be held by Landlord as security for the performance of New Tenant's obligations under the Lease, as amended by this Amendment.

1.6 References to Tenant. From and after the Amendment Effective Date, all references to "Tenant" in the Lease shall mean and refer to New Tenant, except with respect to obligations and liabilities relating to periods prior to the Amendment Effective Date, which shall remain the responsibility of Original Tenant as provided in Section 1.4.

2. SUBLEASE TO ORIGINAL TENANT

2.1 Consent to Sublease. Landlord hereby consents to New Tenant's sublease of a portion of the Premises to Original Tenant, subject to the following conditions:

- 2.1.1 The sublease shall be in writing and shall be subject to and subordinate to all terms and conditions of the Lease, as amended by this Amendment;
- 2.1.2 New Tenant shall provide Landlord with a fully executed copy of the sublease within ten (10) Business Days after its execution;
- 2.1.3 The sublease shall not relieve New Tenant of any of its obligations under the Lease;
- 2.1.4 The use of the subleased portion by Original Tenant shall be consistent with the Permitted Use as defined in the Lease, as amended by this Amendment;
- 2.1.5 Original Tenant's use and occupancy of the subleased portion shall comply with all terms and conditions of the Lease; and
- 2.1.6 No further sublease, assignment, or transfer by Original Tenant shall be permitted without Landlord's prior written consent in accordance with Section 12.01 of the Lease.

2.2 New Tenant Remains Liable. Notwithstanding any sublease to Original Tenant, New Tenant shall remain fully liable to Landlord for the performance of all obligations under the Lease with respect to the entire Premises.

3. AMENDMENT TO PERMITTED USE

3.1 Permitted Use Redefined. The definition of "Permitted Use" set forth in the Lease is hereby deleted in its entirety and replaced with the following:

"Permitted Use" shall mean operations for the storage, manufacturing, processing, testing, packaging, shipping, and receiving of chemicals and chemical products; research and development activities related to chemical manufacturing; digital currency mining and staking industry services; warehouse and distribution operations; and ancillary office and administrative uses, but no other use or purpose. Notwithstanding the foregoing, Tenant's operations shall comply with all applicable Environmental Laws, and Tenant shall obtain all permits, licenses, and approvals required for such operations.

4. AMENDMENTS TO MAINTENANCE AND REPAIR OBLIGATIONS

4.1 Amendment to Section 5.01. Section 5.01 of the Lease ("Repairs by Tenant") is hereby amended and restated in its entirety as follows:

"5.01. REPAIRS AND MAINTENANCE ALLOCATION.

(a) Landlord's Maintenance Obligations. Landlord shall, at Landlord's sole cost and expense, be responsible for the following maintenance, repairs, and replacements:

(i) Structural Components: The structural components of the roof and the roof membrane, the exterior walls, and the structural portions of the Building and the Building Complex;

(ii) Building Systems:

(A) All pipes serving the Premises that are located outside the Building or beneath the foundation slab;

(B) HVAC equipment and systems, ducts, and vents, including all repairs, maintenance, and replacements thereof;

(C) Fire detection systems and fire protection sprinkler systems, including repair, maintenance, replacement, and installation thereof;

(D) All overhead doors and door openings, including maintenance, repair, and replacement thereof;

(iii) Utilities: All costs for extension, maintenance, or repair of utility lines and mains serving the Premises that are located outside the Building or beneath the foundation slab, including plumbing, utility, and sewer lines and mains;

(iv) Code Compliance: All repairs, alterations, additions, or replacements to the Premises required or recommended by Laws or regulations of any public authority or by fire underwriters or underwriters' fire prevention engineers, and keeping the Premises equipped with all required safety appliances; provided, however, that Tenant shall be responsible for such repairs, alterations, additions, or replacements to the extent they are: (A) necessitated by Tenant's specific Permitted Use (as opposed to general industrial use); (B) required as a result of Tenant's alterations, additions, or improvements to the Premises; or (C) required as a result of Tenant's negligent acts or omissions;

(v) ADA Compliance: Keeping and maintaining the Building and Premises in full compliance with the ADA at all times; provided, however, that Tenant shall be responsible for ADA compliance to the extent required as a result of: (A) Tenant's specific Permitted Use (as opposed to general industrial use); or (B) Tenant's alterations, additions, or improvements to the Premises;

(vi) Building Code Compliance: Keeping the Building and Premises in compliance with all Laws, including but not limited to the Fire Code; provided, however, that Tenant shall be responsible for compliance to the extent non-compliance is caused by: (A) Tenant's specific operations or use; or (B) Tenant's alterations, additions, or improvements to the Premises;

(vii) Exterior Maintenance: Periodically painting the exterior walls of the Building from time to time as determined to be necessary by Landlord or its designee; and

(viii) General Building Condition: Making all repairs or replacements necessary to prevent deterioration in the condition or value of the Building's structural components and building systems for which Landlord is responsible hereunder (reasonable wear and tear excepted).

(b) Tenant's Maintenance Obligations. Tenant shall, at Tenant's sole cost and expense, throughout the Term of the Lease, be responsible for the following maintenance, repairs, and replacements:

(i) Interior Building Systems:

(A) Maintaining lighting fixtures (but not electrical service to the Building), heating and plumbing fixtures located within the Premises;

(B) All interior pipes and drains located inside the Premises, keeping same clean and free of blockage;

(C) Fire extinguishers, including obtaining and maintaining same in good working condition;

(ii) Building Components:

(A) Maintaining storefronts, signs, moldings, mullions, frames, doors (excluding overhead doors), hardware, partitions, walls, ceilings, floors, and fixtures in good order, condition, and repair;

(B) Keeping all glass, including that in windows, doors, door closures, door hardware, fixtures, and skylights, clean and in good condition, and replacing glass which may be damaged or broken with glass of the same quality;

(C) All partitions, doors (excluding overhead doors), door jambs, door closures, door hardware, fixtures, equipment, and appurtenances thereof, in good order, condition, and repair;

(iii) Exterior and Site Maintenance:

(A) Maintenance of exterior entrances and all glass and show window moldings (excluding overhead doors and openings, which are Landlord's responsibility);

(B) Promptly removing all accumulated snow, ice, and debris from all roadways, sidewalks, and curbs located upon or adjacent to the Premises;

(C) Maintaining and repairing all doors (excluding overhead doors), windows, and all fixtures, equipment, and surrounding pavement on the Premises;

(iv) Interior Maintenance:

(A) Keeping the Premises in good, clean, and sanitary condition at all times (reasonable wear and tear excepted);

(B) Repainting and redecorating the Premises interior and cleaning carpets at reasonable intervals as reasonably determined by Landlord;

(v) Utilities:

(A) Installation and use of all utility services, including but not limited to natural gas, heat, light, power, sewer service, telephone, water, and refuse disposal supplied to the Premises;

(B) All deposits and expenses required for the installation of meters;

(vi) Compliance with Laws: All repairs, alterations, additions, or replacements to the Premises required by Laws or regulations to the extent such requirements arise from:

(A) Tenant's specific operations or Permitted Use; or (B) Tenant's alterations, additions, or improvements to the Premises;

(vii) Tenant-Caused Damage: Repairing any damages to the structural portions of the roof and the Building resulting from Tenant's negligent acts or omissions or anyone acting by or through or claiming under Tenant, or as a result of the failure of Tenant or anyone claiming under Tenant to perform or observe the covenants or conditions in this Lease, or resulting from alterations, additions, or improvements to the Premises made by Tenant or anyone claiming under or acting by or through Tenant;

(viii) General Tenant Obligations: Tenant shall promptly make all repairs to the Premises of every kind and nature for which Tenant is responsible hereunder, ordinary and extraordinary, foreseen and unforeseen, whether necessitated by wear, tear, obsolescence, or defects, latent or otherwise, necessary to keep those portions of the Premises for which Tenant is responsible in good order and condition. Tenant shall not permit or suffer any overloading of the floors of the Building.

(c) Standard of Repairs. When used in this Section, the term "repairs" shall include replacements, restorations, and/or renewals when necessary. The necessity for and adequacy of repairs pursuant to this Section shall be measured by a reasonable standard. If replacement of equipment, fixtures, units, systems, and appurtenances thereto are necessary, the replacing party shall replace the same with equipment, fixtures, units, systems, and appurtenances of equivalent quality and shall repair all damage resulting in or from such replacement.

(d) Notice to Landlord. Tenant shall give notice to Landlord promptly after Tenant learns of: (i) any accident in or about the Premises; (ii) all fire hazards in the Premises; (iii) all fires in the Premises; (iv) all damages to or defects in the Premises requiring Landlord's attention under this Section 5.01, including the fixtures, equipment, and appurtenances thereof; (v) all damage to or defects in any parts or appurtenances of the Building's systems located in or passing through the Premises or any part thereof for which Landlord is responsible hereunder; and (vi) any defective condition in the Building or in any building system for which Landlord is responsible hereunder, located in, servicing, or passing through the Premises.

(e) Landlord May Perform Tenant Repairs. If Tenant refuses or neglects to maintain or repair the Premises as required hereunder to the reasonable satisfaction of Landlord, and such failure continues for ten (10) Business Days after written demand from Landlord (or such shorter period as may be reasonable in the case of an emergency), Landlord shall have the option, but not the obligation, to make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or property, or to Tenant's business, and upon completion thereof, Tenant shall pay Landlord's reasonable cost for making such repairs upon presentation of a bill therefor, as Additional Rent.

(f) Allocation Clarification. For the avoidance of doubt, the allocation of responsibilities set forth in this Section 5.01 shall supersede any conflicting provisions in the Lease regarding maintenance and repair obligations. Where this Section 5.01 is silent, the original provisions of the Lease shall continue to apply."

4.2 Conforming Amendments. All other provisions of the Lease that reference or relate to the maintenance and repair obligations set forth in Section 5.01 are hereby amended to conform to the allocation of responsibilities set forth in Section 4.1 of this Amendment.

4.3 Section 5.02 Amendment. Section 5.02 of the Lease ("Maintenance by Landlord") is hereby amended and restated in its entirety as follows:

"5.02. LANDLORD MAINTENANCE OBLIGATIONS.

Landlord shall maintain, repair, and replace the items for which Landlord is responsible under Section 5.01(a) of this Lease. If Landlord fails to perform its maintenance obligations under Section 5.01(a) within a reasonable time after receiving notice from Tenant (which reasonable time shall not exceed thirty (30) days except in cases where the nature of the

repair reasonably requires additional time, provided Landlord commences such repair within thirty (30) days and diligently pursues completion thereof), Tenant shall have the rights and remedies set forth in Section 16.03(f) through (j) of this Lease."

5. ADDITIONAL AMENDMENTS

5.1 Hazardous Materials Amendment. In recognition of New Tenant's Permitted Use involving the storage, manufacturing, processing, and handling of chemicals, the parties acknowledge that New Tenant will necessarily use, store, and handle certain Hazardous Materials in connection with its operations. Section 8.01 of the Lease is hereby amended by adding the following new paragraph at the end thereof:

"Notwithstanding the foregoing provisions of this Section 8.01, Tenant may use, store, handle, and dispose of Hazardous Materials in connection with Tenant's Permitted Use, provided that:

- (i) All such Hazardous Materials are used, stored, handled, and disposed of in compliance with all applicable Environmental Laws;
- (ii) Tenant obtains and maintains in full force and effect all permits, licenses, and approvals required by Environmental Laws for such use, storage, handling, and disposal;
- (iii) Tenant notifies Landlord of any release of Hazardous Materials at the Premises and takes all actions required by Section 8.01 with respect to such release.

Tenant's compliance with the foregoing requirements shall constitute Tenant's compliance with the first sentence of this Section 8.01 with respect to Hazardous Materials used in connection with Tenant's Permitted Use. All other provisions of this Section 8 and all indemnification obligations set forth in Section 8.04 shall remain in full force and effect."

5.2 Notice Address for New Tenant. Section XIX of the Lease ("Notices") is hereby amended to replace the notice address for Tenant and Subtenant with the following:

"If to Tenant:

Isomeric Industries, Inc.
1600 1st Avenue, Building 1-A
Big Spring, Texas 79720
Attention: Chris Harken
Email: chris.harken@isomericindustries.com

Fortitude Mining, LLC (as Subtenant)
45 O Connor Rd
Fairport, NY [ZIP CODE]

Attention: [INSERT CONTACT NAME]
Email: [INSERT EMAIL]"

6. REPRESENTATIONS, WARRANTIES, AND COVENANTS

6.1 Authority. Each party represents and warrants to the others that:

- 6.1.1 It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder;
- 6.1.2 This Amendment has been duly authorized, executed, and delivered and constitutes its legal, valid, and binding obligation, enforceable in accordance with its terms;
- 6.1.3 The execution, delivery, and performance of this Amendment does not and will not violate any agreement to which it is a party or by which it is bound; and
- 6.1.4 No consent, approval, or authorization of any third party is required in connection with its execution, delivery, and performance of this Amendment, except such consents, approvals, or authorizations as have been obtained.

6.2 New Tenant Covenants. New Tenant covenants and agrees that:

- 6.2.1 It shall comply with all representations, warranties, and covenants set forth in Section 22.17 of the Lease;
- 6.2.2 Within thirty (30) days after the Amendment Effective Date, it shall file a conflicts of interest questionnaire with Landlord to the extent required by Section 22.17(b) of the Lease;
- 6.2.3 It shall obtain and maintain all permits, licenses, and approvals required for its Permitted Use and shall provide copies thereof to Landlord as required by Section 8.02 of the Lease, as amended by this Amendment; and
- 6.2.4 It shall cooperate with Landlord in good faith to address any concerns related to its chemical manufacturing operations, including implementing reasonable safety measures and operational protocols.

7. GENERAL PROVISIONS

7.1 Lease Remains in Effect. Except as expressly amended by this Amendment, all terms, covenants, and conditions of the Lease remain in full force and effect and are hereby ratified and confirmed by the parties.

7.2 Conflicts. In the event of any conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.

7.3 Binding Effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7.4 Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law principles.

7.5 Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.6 Entire Agreement Regarding Amendment. This Amendment, together with the Lease, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.7 Further Assurances. Each party agrees to execute and deliver such additional documents and instruments and to take such further actions as may be reasonably necessary or appropriate to effectuate the intent and purposes of this Amendment.

7.8 No Broker. Each party represents and warrants to the others that it has not engaged any broker, finder, or other intermediary in connection with this Amendment, and each party agrees to indemnify and hold harmless the others from and against any claims, damages, costs, or expenses (including reasonable attorneys' fees) arising from any breach of this representation.

7.9 Conditions Precedent. This Amendment is subject to the following conditions precedent, which must be satisfied on or before the Amendment Effective Date:

7.9.1 Approval by the City Council of the City of Big Spring; and

7.9.2 Execution and delivery of this Amendment by all parties.

If the conditions precedent set forth in this Section 7.9 are not satisfied on or before **[INSERT DATE]**, this Amendment shall be null and void and of no force or effect, and the Lease shall continue in effect with Original Tenant as Tenant thereunder.

[SIGNATURE PAGES FOLLOW]