CITY COUNCIL SPECIAL MEETING

Thursday, February 23, 2023

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Thursday, February 23, 2023, 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 Suddenlink 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

Announcements, Presentations and Public Hearings

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

2. **Public Hearings Concerning Abatements of Public Nuisances**

a. **PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **1000 E. 15TH STREET, BIG SPRING, TEXAS, 79720 - LOT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN ADDITION** - OWNER: KENT IVEY — Hagen

b. **PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **1004 EAST 12TH STREET, BIG SPRING, TEXAS 79720 - LT 3, BK 29, COLE & STRAYHORN ADDITION** - OWNER: CAROLE J — Hagen

STEVENS

c. **PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 - LOT 12, BK 34, COLE & STRAYHORN ADDITION** - OWNER: SHANE MAYHALL — Hagen

d. **PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **1223 EAST 16TH STREET, BIG SPRING, TEXAS 79720 - LOT 17, BK 1, HAYDEN ADDITION** - OWNER: SUSAN & DAVID KING — Hagen

e. **PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **1305 BARNES AVENUE, BIG SPRING, TEXAS, 79720 - LT 10, BK 7, MONTICELLO ADDITION** - OWNER: GINA LEE COOK HENDERSON — Hagen

f. **PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **1500 LINCOLN AVENUE B, BIG SPRING, TEXAS 79720 - LT 8, BK 1, WILEY TERRACE ADDITION** - OWNER: EDDIE JOE ALVARADO — Hagen

g. **PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **1515 WOOD ST., BIG SPRING, TEXAS 79720 - LT 8, BK 2A, BELVUE ADDITION** - OWNER: RAMON & MARIPSA RODRUGUEZ — Hagen

h. **PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **1705 JENNINGS ST., BIG SPRING, TEXAS 79720 - LOT 10, BK 2, SETTLES ADDITION** - OWNER: LISCO COLLIN RANDALL — Hagen

i. **PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **1708 OWENS, BIG SPRING, TEXAS, 79720 - LT 14, BK 2, GORDON ADDITION** - OWNER: DONNA BERRY — Hagen

j. **PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **2201 JOHNSON, BIG SPRING, TEXAS 79720 LTS 11-12 BK 42 COLLEGE HEIGHTS 1427 1428 BLK/TRACT 0.321 ACRES** - OWNER: ESTATE OF SHIRLEY J. WHITE

k. **PUBLIC HEARING** - Consideration and Possible Action — Hagen

Concerning Abatement of Public Nuisance, at **2204 JOHNSON, BIG SPRING, TEXAS 79720 - LT 4, BK 43, COLLEGE HEIGHTS ADDITION** - OWNER: ESTATE OF SHIRLEY WHITE

l. **PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **2524 HUNTER, BIG SPRING, TEXAS, 79720 - LT 7 A, BK 6, CAPEHART IRR ADDITION** - OWNER: ESTATE OF DARYLL L. POLK — Hagen

m. **PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **2606 LARRY, BIG SPRING, TEXAS, 79720 - LT 21, BK 5, KENTWOOD ADDITION** - OWNER: SANDRA GAY WALL BAIR — Hagen

n. **PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **2621 ALBROOK, BIG SPRING, TEXAS, 79720 - LT 21, BK 1, CAPEHART IRR ADDITION** - OWNER: ESTATE OF SIMON T. CORREA — Hagen

o. **PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **406 DALLAS, BIG SPRING, TEXAS, 79720 - PART LT 4 BK 1, EDWARDS HEIGHTS ADDITION** - OWNER: FRANK GALAN & DELIA CANTU — Hagen

p. **PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **446 ARMSTRONG, BIG SPRING, TEXAS, 79720 - SC 2 BK 33 1S 661** - OWNER: EL GATO PROPERTIES LLC — Hagen

q. **PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **627 STATE, BIG SPRING, TEXAS 79720 - LT 12, BK 6, CENTRAL PARK ADDITION** - OWNER: MARY HERRERA — Hagen

r. **PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **700 PINE STREET, BIG SPRING, TEXAS - LT 6, BK 4, BANKS ADDITION** - OWNER: JELICIA MARTIN — Hagen

s. **PUBLIC HEARING** - Consideration and Possible Action Concerning Abatement of Public Nuisance, at **709 PINE STREET, BIG SPRING, TEXAS - SW/4 OF SC 26, BK 33, BANKS ADDITION** - OWNER: CHRISTIAN SPIVEY — Hagen

t. **PUBLIC HEARING** - Consideration and Possible Action — Hagen

Concerning Abatement of Public Nuisance, at **709 SAN ANTONIO STREET, BIG SPRING, TEXAS 79720 - LT 14, BK 2, GORDON ADDITION** - OWNER: MAURICE VILLAREAL

New Business

3. First Reading of a Resolution Authorizing and Directing the Sale of the 11.06 Tract of Real Property at 1801 West Interstate 20, Big Spring, Texas 79720 to 3-D Development, LLC, and Entering into an Economic Development Incentive with the Buyer Under Chapter 380, Texas Local Government Code and Setting an Effective Date — Hagen

4. **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 Friday, February 17, 2023 at 6:30 p.m.** in accordance with Title 5, Texas Government Code and Chapter 551.

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

Tami L. Davis, City Secretary

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

1000 EAST 15TH STREET

CODE OFFICER: ASHLEY GUERRA

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF
CONCERNING 1000 EAST 15TH STREET

BEFORE ME, the undersigned authority, on this day, personally appeared **ASHLEY GUERRA**, who, being by me duly sworn, deposed as follows:

"My name is **ASHLEY GUERRA**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1000 EAST 15TH STREET**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16TH day of FEBRUARY, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of FEBRUARY, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
CONCERNING THE IDENTITY AND ADDRESS OF
OWNER, LIENHOLDER, OR MORTGAGEE

"I made a reasonable effort to determine the identity and address of an owner, lienholder, or mortgagee of the property described as:

LT 1 & W/20 of LT 2 BK 38 Cole & Strayhorn ACQ 050807 BLK/TRACT 38 0.225 acres of Big Spring, Howard County, Texas, also known as **1000 EAST 15TH STREET**, Big Spring, Texas

by searching the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

Using the above-described records, I verified that **KENT IVEY** is the owner of the property located at the above-described premises and their mailing address is **1000 EAST 15TH STREET**, Big Spring, Howard County, Texas, as shown in **Exhibit A-1**.

SIGNED on the 16TH day of FEBRUARY, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of FEBRUARY, 2023 by the above referenced Affiant.

Notary Public, State of Texas

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 132739241

EXHIBIT A -1

Ownership

/ KENT

COUNTY RD 494
D, TX 79504

Exemptions/Deed

VOL: 1048
PAGE: 605
DATE: 5/8/2007



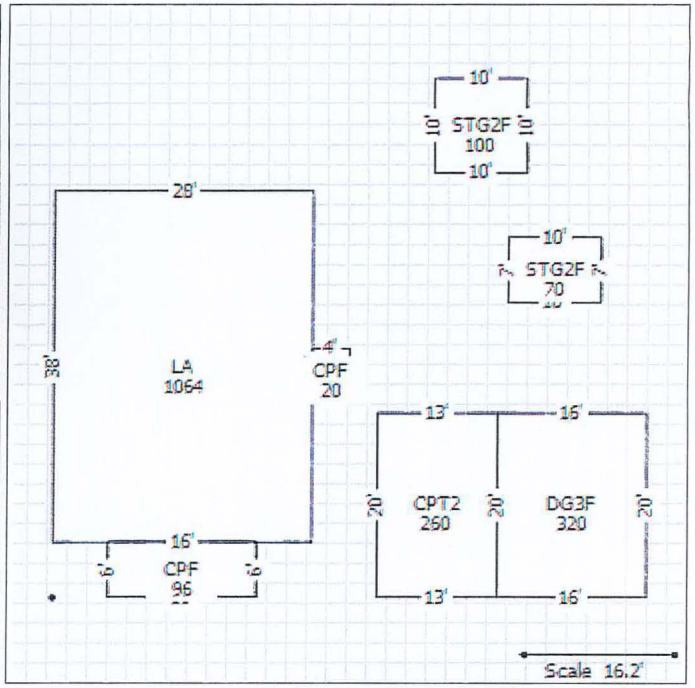
Legal Information

AL: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38
5 ACRES
S: 1000 E 15TH
ES:0.225
2624
E:2624.1

UNCERTIFIED

Appraisal Coding

Appr By	CLARISSA	Appr Dt	11/17/20
Check By		Check Dt	



Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
07		1048	605	0	5/8/07	++++++	++++++	IVEY KENT	SALGADO ARMANDO
/02		0860	607	0	5/8/07	++++++	++++++	SALGADO ARMANDO	RAINWATER WALTER LEE

t	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

ing Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition %	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Value
VING AREA	Y	1935/NA	RS3F	1,064	100.92	107,379	0	FA -75%	0%	0%	0%	100%	0%	-75.0%	26,845
COVERED PORCH FR	Y	1935/NA	RS3F	96	15.14	1,453	0	FA -75%	0%	0%	0%	100%	0%	-75.0%	363
COVERED PORCH FR	Y	1935/NA	RS3F	20	15.14	303	0	FA -75%	0%	0%	0%	100%	0%	-74.9%	76
-CARPORT AVERAGE	Y	1935/NA	RS3F	260	9.79	2,545	0	FA -75%	0%	0%	0%	100%	0%	-75.0%	636
-DETACHED GARAGE	Y	1935/NA	RS3F	320	61.53	19,690	0	FA -75%	0%	0%	0%	100%	0%	-75.0%	4,922
F-AVG QUALITY ST	Y	1935/NA	RS3F	70	11.00	770	0	FA -75%	0%	0%	0%	100%	0%	-75.1%	192
F-AVG QUALITY ST	Y	1935/NA	RS3F	100	11.00	1,100	0	FA -75%	0%	0%	0%	100%	0%	-75.0%	275
				1,930		133,240	0								33,309

MA: 1064 MKT CSF MA: 35.911 CSF IMPR: 31.305 LOC CODE: GD

Feature Code	Cpsf / Value
AHC-CEN HT AIR	0
AST-1 STORY	0
AUT-ALL	0
CRM-COMPOSITION	0
FET-FRAME	0
GRT-GABLE	0
PFN-PIER AND BE	0
1BT-1 BATH	0
	0

Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
	70.0 FF/70.0 RF/140.0 DF LOTS	70.0		70.00		0%		Y	4,900	A1						0
									4,900							

Comments

	2023	Ptd	Change +/-	Prior 2022	Ptd
Impr Homesite +	33,309	A1	-234	33,543	A1
Land Homesite +	4,900	A1	0	4,900	A1
Total Market =	38,209		-234	38,443	
Assessed =	38,209		-234	38,443	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
01H HOWARD COUNTY	0	38,209	.3275450		125.15
02B CITY OF BIG SPRING	0	38,209	.6731630		257.21
03B BIG SPRING ISD	0	38,209	1.0160000		388.20
052 HOWARD COLLEGE	0	38,209	.2367770		90.47
** ESTIMATED TOTAL					861.03

Nbh Coding

Misc Coding

BSISDE
GD22

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
1000 EAST 15TH STREET CASE NOTES

"This record, attached as **Exhibit A-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16TH day of FEBRUARY, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of FEBRUARY, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT A -2

TASK #: 114297
TASK CODE: INSPECT SUBSTANDARD DUE DATE:
PROPERTY: 1000 E 15TH ST

NOTES

Incident Notes:

Task #: 114297 - INSPECT SUBSTANDARD - 1/19/2023
ON 1-18-23 I DROVE BY AND NOTICED A SUB/S STRUCTURE BROKEN WINDOWS DOOR IS OPEN .

Task #: 114298 - SUBSTANDARD BLD - 1/19/2023

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
PHOTOGRAPHS TAKEN BY ASHLEY GUERRA

"With regard to the photographs in **Exhibits A-3, and A-4** I am familiar with and recognize the scene depicted in the photographs. On January 18, 2023, and February 23, 2023, I inspected the property described as:

> **LT 1 & W/20 of LT 2 BK 38 Cole & Strayhorn ACQ 050807 BLK/TRACT 38 0.225 acres** of Big Spring, Howard County, Texas, also known as **1000 EAST 15TH STREET**, Big Spring, Texas

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

SIGNED on the 23RD day of FEBRUARY, 2023.

Ashley Guerra
AFFIANT

SWORN TO AND SUBSCRIBED before me this 23RD day of FEBRUARY, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Miranda Barela
Notary Public, State of Texas

EXHIBIT A -3


1/18/2023 15:12


1/18/2023 15:11

EXHIBIT A -4

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA

"The document in **Exhibit A-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit A-6** is also attached.

SIGNED on the 16TH day of FEBRUARY, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of FEBRUARY, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT A -5

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION, AND NOTICE OF HEARING ON ABATEMENT

1000 E 15TH ST, BIG SPRING, TEXAS 79720
Lot: 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN
ACQ 050807 BLK/TRACT 38 0.225 ACRES

February 10, 2023

KENT IVEY
1000 E 15TH ST
BIG SPRING, TX 79720

Sent via: First Class US Mail and Certified Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and the **Big Spring Zoning Ordinance** have been violated, constituting a nuisance:

VIOLATION **Property Maintenance Code**	**Description of Violation**
Sec. 302.1 Sanitation.	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.
Sec. 302.4 Weeds	The premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches.
Sec. 308.1. Accumulation of rubbish or garbage.	Exterior property and premises…shall be free from any accumulation of rubbish or garbage.
Sec.304.13 Window, skylight and door frames	Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.
Sec. 304.15 Doors	Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Sec. 702.3.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
There is a broken window on the right side of the house. Window will need to be repaired or boarded up as a temporary fix until it can be replaced. The front door is missng, only a screen door is there. Door will need to be replaced and ensure it is tightly secured according to Big Spring Ordinance. This property has overgrown weeds or plant growth in excess of 12 inches that need maintenance. The premises is littered with an electrical oven that needs to be removed from the property. It is unknown if it is plugged in and if found to be plugged into an electrial socket will constitute a fire hazard.	Seven (7) days from date of mailing

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

Issued by

Ashley Guerra	Code Compliance
Name	*Department*
432-264-2505	aguerra@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **February 23rd, 2023,** at **5:30 p.m.** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be reperform the work reasonably building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION 9.02. - Rules; oral evidence; admissibility of evidence; exclusion of evidence; rights of parties.

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

(c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(e) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;
2. To introduce documentary and physical evidence;
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
4. To impeach any witness regardless of which party first called him to testify;
5. To rebut the evidence against him;
6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Code Official's order is upheld by the Hearing Board, you may appeal its ruling to the District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall be final.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Ashley Guerra, Code Enforcement
City of Big Spring, Texas

EXHIBIT A -6

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **FEBRUARY 23, 2023**, attached as **Exhibit A-7**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 10, 2023.

This notice was also published in the Big Spring Herald on February 11, 2023."

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT A -7

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **FEBRUARY 23, 2023,** AT **5:30** P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC

2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON T. COREA

406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALAN AND DELIA CANTU

2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 A & B BK6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 6 0.156 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER

2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE

2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY WHITE

1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KENT IVEY

1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MAYHALL ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL

1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIPSA RODRIGUEZ

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES– OWNER: GINA HERNDERSON

1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES– OWNER: DONNA BERRY

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017– OWNER: MAURICE VILLAREAL

709 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES– OWNER: CHRISTIAN SPIVEY

1223 E 16 TH , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 17 K 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES – OWNER: SUSAN & DAVID KING; JUDITH TREECE

1705 JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES– OWNER: RANDALL COLLIN

627 STATE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES– OWNER: MARY HERRERA

2606 LARRY, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022– OWNER: SANDRA GAY WALL BAIR

1004 E 12 TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES– OWNER: CAROLE J STEVENS

700 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019– OWNER: JELICIA MARTIN

1500 LINCOLN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES– OWNER: EDDIE ALVARADO

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEASE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna, Building Official, City of Big Spring


2/10/2023 12:42

1004 EAST 12TH STREET

CODE OFFICER: JACOB LEOS

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF
CONCERNING 1004 EAST 12TH STREET

BEFORE ME, the undersigned authority, on this day, personally appeared **JACOB LEOS**, who, being by me duly sworn, deposed as follows:

"My name is **JACOB LEOS**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1004 EAST 12TH STREET**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16TH day of FEBRUARY 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of FEBRUARY 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
CONCERNING THE IDENTITY AND ADDRESS OF
OWNER, LIENHOLDER, OR MORTGAGEE

"I made a reasonable effort to determine the identity and address of an owner, lienholder, or mortgagee of the property described as:

LT 3 BK 39 Cole & Strayhorn BLK/TRACT 29 0.161 acres of Big Spring, Howard County, Texas, also known as **1004 EAST 12TH STREET**, Big Spring, Texas

by searching the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

Using the above-described records, I verified that **CAROLE J STEVENS** is the owner of the property located at the above-described premises and their mailing address is **1004 EAST 12TH STREET**, Big Spring, Howard County, Texas, as shown in **Exhibit B-1**.

SIGNED on the 16TH day of FEBRUARY, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of FEBRUARY, 2023 by the above referenced Affiant.

Notary Public, State of Texas

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 132739241

EXHIBIT B -1

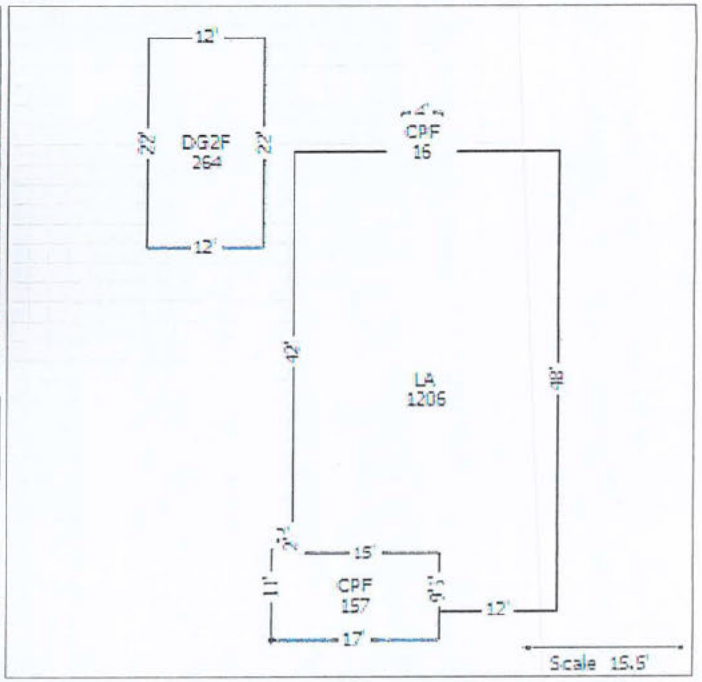
Ownership

STEVENS CAROLE J

1008 SYCAMORE
BIG SPRING, TX 79720-4714

Exemptions/Deed





Legal Information

LEGAL: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES
SITUS: 1004 E 12TH
ACRES:0.161
ALT:2517
XREF:2517.1

Appraisal Coding

Appr By CLARISSA Appr Dt 11/19/20
Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Value
LA-LIVING AREA	Y	1938/NA	RS3F	1,206	100.92	121,710	0 PO	-90%		0%	0%	0%	100%	0%	-90.0%	12,171
CPF-COVERED PORCH FR	Y	1938/NA	RS3F	157	15.14	2,377	0 PO	-90%		0%	0%	0%	100%	0%	-90.0%	238
CPF-COVERED PORCH FR	Y	1938/NA	RS3F	16	15.14	242	0 PO	-90%		0%	0%	0%	100%	0%	-90.1%	24
DG2F-DETACHED GARAGE	Y	1938/NA	RS3F	264	54.02	14,261	0 PO	-90%		0%	0%	0%	100%	0%	-90.0%	1,426
				1,643		138,590	0									13,859

SQFT MA: 1206 MKT CSF MA: 14.394 CSF IMPR: 11.492 LOC CODE: GD

Feature Code	Cpsf / Value
AST-1 STORY	0
AUT-ALL	0
CRM-COMPOSITION	0
FET-FRAME	0
GRT-GABLE	0
PFN-PIER AND BE	0
1BT-1 BATH	0
WHC-WINDOW UNIT	0
	0

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
LFF18	50.0 FF/50.0 RF/140.0 DF LOTS	70.0		70.00		0%		Y	3,500	A1						0
									3,500							

Comments

	2023	Ptd	Change +/-	Prior 2022	Ptd
Impr Homesite +	13,859	A1	0	13,859	A1
Land Homesite +	3,500	A1	0	3,500	A1
Total Market =	17,359		0	17,359	
Assessed =	17,359		0	17,359	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
01H HOWARD COUNTY	0	17,359	.3275450		56.86
02B CITY OF BIG SPRING	0	17,359	.6731630		116.85
03B BIG SPRING ISD	0	17,359	1.0160000		176.37
052 HOWARD COLLEGE	0	17,359	.2367770		41.10
** ESTIMATED TOTAL					391.18

Nbh Coding

Misc Coding
NQ
BSISDE
GD22

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
1004 EAST 12TH STREET CASE NOTES

"This record, attached as **Exhibit B-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16TH day of FEBRUARY, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of FEBRUARY, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT B -2

NCIDENT #: 70277 ORIG. DATE:
NCIDENT CODE: 300-0006 ACCUML ITEM
ROPERTY: 1004 E 12TH ST

IOTES

Incident Notes:
4/22/22 INSPECTED PROPERTY. OBSERVED BIG PILE OF TIRES AND SOFA IN FRONT OF PROPERTY. IN BACK OF PROPERTY THERE ARE APPLIANCES, PILES OF WOOD MATERIAL, CONTAINERS, TRASH, PLASTIC, PANELS AND SEVERAL OTHER ITEMS. WILL SEND NOTICE.

Task #: 110978 - INSPECT ACCUMULATED - 4/22/2022
9/21/22 COMPLAINT BY NEIGHBOR. SAID WATER IS LEAKING INTO HER YARD ON SIDE. LINDA [redacted]. WATER OFFICE WAS CONTACTED AND SAID WOULD BE OVER THERE SAME DAY OR NEXT DAY TO CHECK FOR LEAK. WENT BY AND INSPECTED: DID NOT SEE THE WATER. THERE ARE AN ACCUMUALTION OF ITEMS INCLUDING, SOFAS, SAFETY CONES, BRANCHES/TREE TRIMMINGS, TRASH CANS, PAILS, TIRES, FURNITURE, WOOD,A SUB STANDARD SHED, AND MANY MORE ITEMS ON PROPERTY. WILL SEND COMPLAINT TO LEGAL.

Task #: 110979 - ACCUMULATED ITEMS - 4/22/2022

Task #: 112668 - REINSP ACCUMLTD ITEM - 9/23/2022

Task #: 112669 - ACCUMULATED ITEMS - 9/23/2022

Task #: 112670 - COMPLAINT REQUEST - 9/23/2022

INCIDENT #: 70280 ORIG. DATE

INCIDENT CODE: 300-0008 RODENT

PROPERTY: 1004 E 12TH ST

NOTES

Incident Notes:

04/22/22 INSPECTED PROPERTY. OBSERVED WOOD SCRAP PILE IN BACK OF PROPERTY AND AN OLD SHED SURROUNDED BY HIGH OVERGROWN WEEDS. WILL SEND NOTICE

Task #: 110984 - INSPECT - 4/25/2022

Task #: 110985 - RODENT CONTROL - 4/25/2022

Task #: 112672 - REINSPECT RODENT - 9/23/2022

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
PHOTOGRAPHS TAKEN BY JACOB LEOS

"With regard to the photographs in **Exhibits B-3, and B-7** I am familiar with and recognize the scene depicted in the photographs. On January 18, 2023, and February 23, 2023, I inspected the property described as:

> **LT 3 BK 29 Cole & Strayhorn BLK/TRACT 29 0.161 acres** of Big Spring, Howard County, Texas, also known as **1004 EAST 12TH STREET**, Big Spring, Texas

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

SIGNED on the 23RD day of FEBRUARY, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 23RD day of FEBRUARY, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT B-3


5/25/2022 13:23

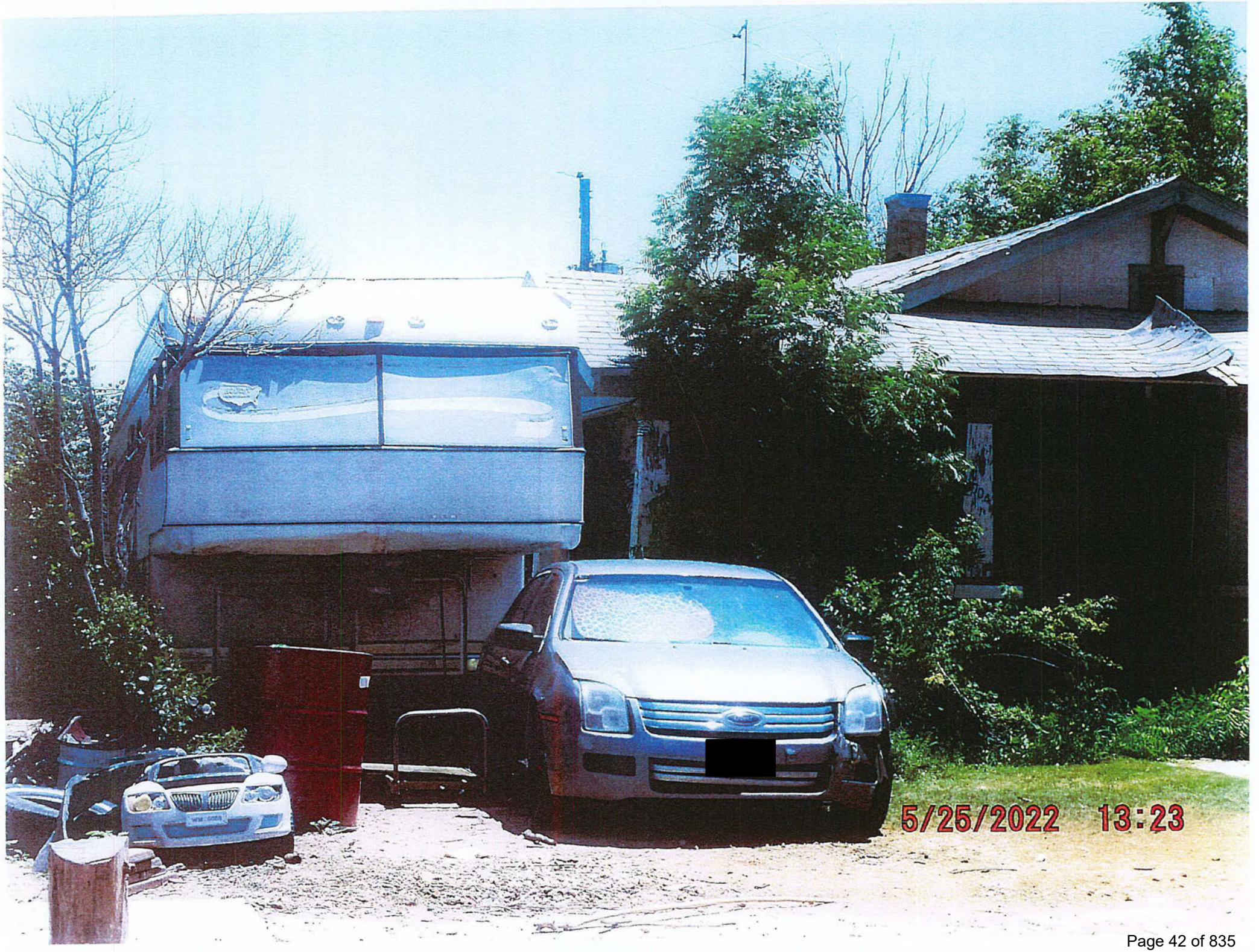

5/25/2022 13:23

EXHIBIT B-4


7/ 7/2022 12:24

EXHIBIT B -5


9/21/2022 10:34


9/21/2022 10:35


9/21/2022 10:35


9/21/2022 10:37


9/21/2022 10:37


9/21/2022 10:38


9/21/2022 10:38


9/21/2022 10:34


9/21/2022 10:34


004
9/21/2022 10:34


1004
9/21/2022 10:34

EXHIBIT B -6

1/19/23







EXHIBIT B -7

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY JACOB LEOS

"The document in **Exhibit B-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit B-8** is also attached.

SIGNED on the 16TH day of FEBRUARY, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of FEBRUARY, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT B -8

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1004 E 12TH ST
Lot: 3 BK: 29

April 22, 2022 Case No: 70277

CAROLE JANE STEVENS
1008 SYCAMORE
BIG SPRING TX 79720-4714

Sent via: First Class US Mail

The City of Big Spring has determined that the following section of the **Property Maintenance Code (PMC) of Big Spring** has been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.1 Sanitation	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
THERE ARE SEVERAL ITEMS (BIG PILE OF TIRES AND SOFA IN FRONT OF PROPERTY. IN BACK OF PROPERTY THERE ARE APPLIANCES, PILES OF WOOD MATERIAL, CONTAINERS, TRASH, PLASTIC, PANELS AND SEVERAL OTHER ITEMS) THAT NEED TO BE REMOVED AND TAKEN OUT OF PUBLIC VIEW. IF PROBLEM PERSISTS WILL FILE CRIMINIAL CHARGES.	Seven (7) days from date of mailing

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

Issued by

Jacob Leos	Code Compliance
Name	*Department*
432-0264-2502	jleos@mybigspring.com
Phone	*E-mail*

Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Jacob Leos
Code Compliance Officer
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1004 E 12TH ST
Lot:3 BK: 29

April 22, 2022 Case No: 70278

CAROL J STEVENS
1008 SYCAMORE
BIG SPRING TX 79720-4714

Sent via: First Class US Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.4 Weeds	Premises and exterior property not maintained free from weeds or plant growth in excess of 12 inches (not including shrubs, trees or cultivated flowers).

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
Lot is overgrown and must be cut. If problem persists criminal charges will be filed.	Seven (7) days from date of mailing

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

Issued by

Jacob Leos	Code Compliance
Name	*Department*
432-2654-2502	jleos@mybigspring.com
Phone	*E-mail*

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Jacob Leos
Code Compliance Officer
City of Big Spring, Texas

BIG SPRING TEXAS Code Enforcement

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

April 25, 2022 Complaint No: 70280

CAROL STEVENS
1008 E 12TH ST
BIG SPRING TX 79720-4714

VIOLATION OF THE BIG SPRING CITY CODE, CHAPTER 13 AT:
1004 E 12TH ST
Lot:3 BK:29

Dear CAROL STEVENS:

You, as owner/occupant of the above referenced property, are in violation of **Chapter 13** of the Health and Sanitation Code, specifically **Article 1, Section 36-63 et seq.**, thereof which reads as follows:

Sec 36-63 **Accumulations of Lumber, Boxes, Barrels, Etc.**

It shall be unlawful for any person to permit to accumulate on any premises, improved or unimproved, or on any open lot or alley in the city any lumber, boxes, barrels, bricks or stones or similar materials that may be permitted to remain thereon, and that may be used as a harborage by rats, unless the same are placed on open racks and elevated not less than eighteen (18) inches above the ground with a clear intervening space beneath, to prevent the harborage of rats. (Ord. of 09-11-45, _ 10)

This is your notice, pursuant to and in accordance with the Code of Ordinances of the City, to correct, remedy or remove the following unsightly, objectionable or unsanitary conditions from the above referenced premises within ten (10) days of receipt of this notice.

Sec. 36-26 **Penalty for Violation of this Article**

In addition to the other remedies contained in this Article, in the event the owner or persons having possession or control of such property shall fail or refuse to abate such condition, that person shall be guilty of a misdemeanor and upon conviction shall be punishable by fine not exceeding five hundred dollars ($500.00). Each day such violation continues shall constitute a separate offense. (Ord. of 03-11-97)

If this matter has been taken care of before receipt of this letter, please notify this office.

It is the sincere hope of the City that you will cooperate with us in helping to make Big Spring an attractive, healthful place in which to live.

Sincerely,

Jacob Leos
Code Enforcement/City of Big Spring

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION
AND NOTICE OF HEARING ON ABATEMENT

1004 E 12 TH, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN
247 BLKTRACT 29 0.161 ACRES

February 10, 2023

CAROLE J STEVENS
1004 E 12 TH
BIG SPRING, TX 79720-1118

Sent via: First Class US Mail and Certified Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and the **Big Spring Zoning Ordinance** have been violated, constituting a nuisance:

VIOLATION

Property Maintenance Code	Description of Violation
Sec.111.1.5 (7) Hazardous structure or premises	The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
Sec. 302.1 Sanitation.	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.
Sec. 302.4 Weeds	The premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches.
Sec. 302.5 Rodent harborage.	The exterior of the property is not being kept free from rodent harborages.

Sec. 308.1. Accumulation of rubbish or garbage.	Exterior property and premises…shall be free from any accumulation of rubbish or garbage.
Sec. 304.1.1 Unsafe Conditions	Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
There is a 2nd structure in the back that is falling apart. The stucture has boards coming off and walls of the stucture seem to be coming off. The structure is unsafe and needs to be demolished. There is an RV in the front that needs to be removed as well as a junk vehicle parked in front that does not have an inspection sticker. This property has overgrown weeds or plant growth in excess of 12 inches that need maintenance. The accumulation of these items provide harborage and/or food to rodents and other vermin that need to be removed as well. The premises is littered with structual debris, tires, sofa in front of property, appliances, piles of wood, wood materials, containers, garbage, plastic, panels, safety cones, branches/tree branches, tash cans, pails, furniture and several other accumulated items that need to be removed from the property.	Seven (7) days from date of mailing

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

Issued by

Jacob Leos	Code Compliance
Name	*Department*
432-264-2502	jleos@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you

and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **February 23, 2023,** at **5:30 p.m.** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION 9.02. - Rules; oral evidence; admissibility of evidence; exclusion of evidence; rights of parties.

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

(c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(e) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing.
2. To introduce documentary and physical evidence.
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing.
4. To impeach any witness regardless of which party first called him to testify.
5. To rebut the evidence against him.
6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Code Official's order is upheld by the Hearing Board, you may appeal its ruling to the District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall be final.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Jacob Leos, Code Enforcement
City of Big Spring, Texas

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **FEBRUARY 23, 2023**, attached as **Exhibit B-9**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 10, 2023.

This notice was also published in the Big Spring Herald on February 11, 2023."

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT B -9

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING
CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **FEBRUARY 23, 2023,** AT **5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC

2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON T. COREA

406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALAN AND DELIA CANTU

2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 A & B BK6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 6 0.156 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER

2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE

2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY WHITE

1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KENT IVEY

1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MAYHALL ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL

1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIPSA RODRIGUEZ

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES– OWNER: GINA HERNDERSON

1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES– OWNER: DONNA BERRY

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017– OWNER: MAURICE VILLAREAL

709 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES– OWNER: CHRISTIAN SPIVEY

1223 E 16 TH , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 17 K 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES – OWNER: SUSAN & DAVID KING; JUDITH TREECE

1705 JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES– OWNER: RANDALL COLLIN

627 STATE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES– OWNER: MARY HERRERA

2606 LARRY, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022– OWNER: SANDRA GAY WALL BAIR

1004 E 12 TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES– OWNER: CAROLE J STEVENS

700 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019– OWNER: JELICIA MARTIN

1500 LINCOLN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES– OWNER: EDDIE ALVARADO

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEASE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna, Building Official, City of Big Spring


2/10/2023 12:32

1101 EAST 15TH STREET

CODE OFFICER: ASHLEY GUERRA

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF JACOB LEOS
CONCERNING 1101 EAST 15TH STREET

BEFORE ME, the undersigned authority, on this day, personally appeared **ASHLEY GUERRA**, who, being by me duly sworn, deposed as follows:

"My name is **ASHLEY GUERRA**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1101 EAST 15TH STREET**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
CONCERNING THE IDENTITY AND ADDRESS OF
OWNER, LIENHOLDER, OR MORTGAGEE

"I made a reasonable effort to determine the identity and address of an owner, lienholder, or mortgagee of the property described as:

LT 12 BK 34 Cole & Strayhorn ACQ 03232021 BLK/TRACT 34 0.161 ACRES of Big Spring, Howard County, Texas, also known as **1101 EAST 15TH STREET**, Big Spring, Texas

by searching the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

Using the above-described records, I verified that **SHANE MAYHALL, SHELBY MAYHALL AND LINDSEY DE MAYHALL** is the owner of the property located at the above-described premises and their mailing address is **1101 EAST 15TH STREET**, Big Spring, Howard County, Texas, as shown in **Exhibit C-1**.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

Notary Public, State of Texas

EXHIBIT C -1

Ownership

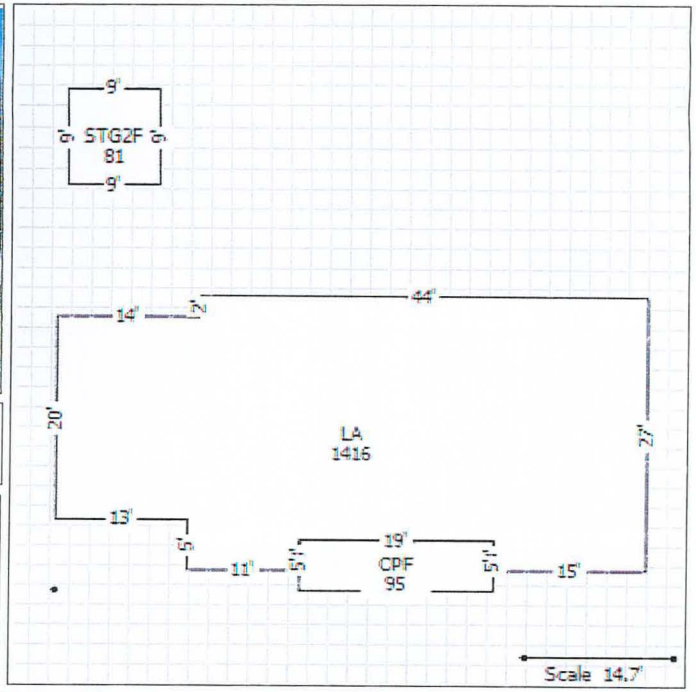
MAYHALL SHANE (LE)

ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL
2713 CENTRAL DR
BIG SPRING, TX 79720

Exemptions/Deed

INST: 2021-00002354
VOL: 1980
PAGE: 207
DATE: 3/23/2021





Legal Information

LEGAL: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES
SITUS: 1101 E 15TH
ACRES:0.161
ALT:2588
XREF:2588.1

UNCERTIFIED

Appraisal Coding

Appr By	CLARISSA	Appr Dt	11/17/20
Check By		Check Dt	

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
3/23/21		1980	207	2021-00002354	3/23/21	++++++	++++++	MAYHALL SHANE (LE)	MAYHALL SHANE
9/4/20		1941	60	2020-00007093	9/4/20	++++++	++++++	MAYHALL SHANE	DOE BOBBY &
6/1/00		0804	80	0	6/1/00	++++++	++++++	DOE BOBBY ET UX	HUD

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Value
LA-LIVING AREA	Y	1950/NA	RS3F	1,416	94.25	133,458	0	VP -90%		0%	-70%	0%	100%	0%	-97.0%	4,004
CPF-COVERED PORCH FR	Y	1950/NA	RS3F	95	14.14	1,343	0	VP -90%		0%	-70%	0%	100%	0%	-97.0%	40
STG2F-AVG QUALITY ST	Y	1950/NA	RS3F	81	11.00	891	0	VP -90%		0%	-70%	0%	100%	0%	-97.0%	27
				1,592		135,692	0									4,071

SQFT MA: 1416 MKT CSF MA: 5.347 CSF IMPR: 2.875 LOC CODE: GD

Feature Code	Cpsf / Value
AST-1 STORY	0
AUT-ALL	0
CRM-COMPOSITION	0
FET-FRAME	0
GRT-GABLE	0
MHC-MOIST AIR	0
PFN-PIER AND BE	0
1BT-1 BATH	0
	0

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
LFF18	50.0 FF/50.0 RF/140.0 DF LOTS	70.0		70.00		0%		Y	3,500	A1						0
									3,500							

Comments

	2023	Ptd	Change +/-	Prior 2022	Ptd
Impr Homesite +	4,071	A1	-1,023	5,094	A1
Land Homesite +	3,500	A1	0	3,500	A1
Total Market =	7,571		-1,023	8,594	
Assessed =	7,571		-1,023	8,594	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
01H HOWARD COUNTY	0	7,571	.3275450		24.80
02B CITY OF BIG SPRING	0	7,571	.6731630		50.97
03B BIG SPRING ISD	0	7,571	1.0160000		76.92
052 HOWARD COLLEGE	0	7,571	.2367770		17.93
** ESTIMATED TOTAL					170.62

Nbh Coding	Misc Coding
MULTI	BSISDE
	GD22

User PERMITS2 Print Date 1/18/2023 4:44:45 PM Property ID : R000002588 Geo ID : B2880037300 Quick Link :

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
1101 EAST 15TH STREET CASE NOTES

"This record, attached as **Exhibit C-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT C-2

)1-19-2023 03:18 PM TASK NOTES REPORT

TASK #: 114289 ORIG. DATE:

TASK CODE: INSPECT SUBSTANDARD DUE DATE:

?ROPERTY: 1101 E 15TH ST

NOTES

Incident Notes:

Task #: 114289 - INSPECT SUBSTANDARD - 1/19/2023

ON 1-18-23 I DROVE BY AND NOTICED A SUB/S AI AND RO WINDOWS ARE BROKEN OUT
THERE IS ALSO MATRESSES TIRES IN THE YARD .HOUSE SEEMS TO BE DANGEROUS .
ALSO A LITTLE STORAGE SHED BESIDE HOUSE AS WELL .

Task #: 114290 - SUBSTANDARD BLD - 1/19/2023

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
PHOTOGRAPHS TAKEN BY ASHLEY GUERRA

"With regard to the photographs in **Exhibits C-3, and C-4** I am familiar with and recognize the scene depicted in the photographs. On January 18, 2023, and February 23, 2023 , I inspected the property described as:

> **LT 12 BK 34 Cole & Strayhorn ACQ 03232021 BLK/TRACT 34 0.161 ACRES** of Big Spring, Howard County, Texas, also known as **1101 EAST 15TH STREET**, Big Spring, Texas

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

SIGNED on the 23TH day of February, 2023.

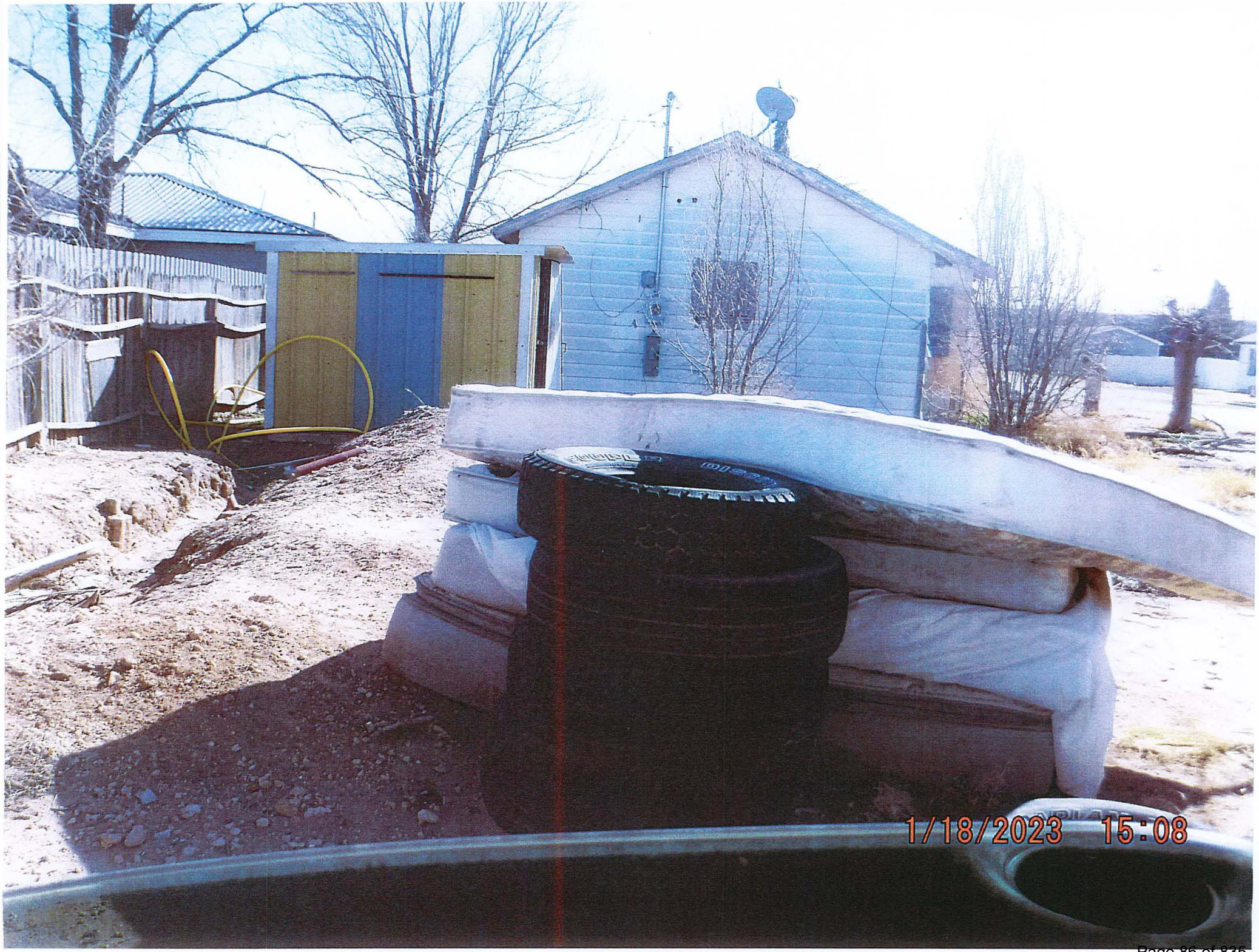
AFFIANT

SWORN TO AND SUBSCRIBED before me this 23TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT C-3


1/18/2023 15:08


1/18/2023 15:09


1/18/2023 15:08


1/18/2023 15:09


1/18/2023 15:08


1/18/2023 15:10

EXHIBIT C-4

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY JACOB LEOS

"The document in **Exhibit C-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit C-6** is also attached.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT C-5

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1101 E 15TH ST
Lot: 12 BK: 34 COLE & STRAYHORN 531

January 19, 2023 Case No: 72095

SHANE MAYHALL
4202 HAMILTON ST
BIG SPRING TX 79720-6960

Sent via: First Class US Mail

The City of Big Spring has determined that the following section of the **Property Maintenance Code (PMC) of Big Spring** has been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.1 Sanitation	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
There are several items (OLD MATRESSES,WOOD AND TIRES) that need to be removed from public view. This is the only notice you will receive for the next 12 months. If problem persists, criminal charges will be filed.	Seven (7) days from date of mailing

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

Issued by

ASHLEY GUERRA	Code Compliance
Name	*Department*
432-264-2505	aguerra@mybigspring.com
Phone	*E-mail*

310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,



Code Compliance Officer
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1101 E 15TH ST
Lot: 12 BK: 34 COLE & STRAYHORN 531

January 19, 2023 Case No: 72122

SHANE MAYHALL
402 CIRCLE DR
BIG SPRING TX 79720-3606

Sent via: First Class US Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and **Big Spring City Code Chapter 36** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.5 Rodent Harborage	Structures and exterior property shall be kept free from rodent harborage and infestation.
Big Spring City Code Sec. 36-62. Dumping, accumulating, etc., garbage and trash so as to afford food or harborage for rats.	No garbage, rubbish, waste, or manure shall be placed, left, dumped, or permitted to accumulate or remain in any building or premises in the city so that the same shall or may afford food for or a harboring or breeding place for rats.
Big Spring City Code Sec. 36.63 Accumulations of lumber, boxes, barrels, etc.	It shall be unlawful for any person to permit to accumulate on any premises, improved or unimproved, or on any open lot or alley in the city any lumber, boxes, barrels, bricks, or stones or similar materials that may be permitted to remain thereon, and that may be used as harborage by rats, unless same are placed on open racks and elevated not less than 18 inches above the ground with a clear intervening space beneath, to prevent the harborage of rats.

property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL. Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Code Official
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

1101 E 15 TH ST, BIG SPRING, TEXAS 79720
Lot: 12 BK 34 COLE & STRAYHORN
ACQ 03232021 BLK/TRACT 34 0.161 ACRES

February 10, 2023

SHANE MAYHALL
ATTN: SHELBY MAYHALL; LINDSEY DE MAYHALL
1101 E 15TH ST
BIG SPRING, TX 79720

Sent via: First Class US Mail and Certified Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and the **Big Spring Zoning Ordinance** have been violated, constituting a nuisance:

VIOLATION

Property Maintenance Code	Description of Violation
Sec. 304.6 Exterior Walls	Exterior walls shall be free from holes, breaks, and looses or rotting materials; and maintained weatherproof and properly surface coated wear required to prevent deterioration.
Sec. 304.7 Roofs and Drainage	The roof and flashings shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequet to prevent dampness or deterioration in the walls or interior portion of the structure, roof drains, gutters and down spouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.
Sec. 304.13 Window, skylight and door frames	Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.
Sec. 302.1 Sanitation.	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

Sec. 302.5 Rodent harborage.	The exterior of the property is not being kept free from rodent harborages.
Sec. 308.1. Accumulation of rubbish or garbage.	Exterior property and premises…shall be free from any accumulation of rubbish or garbage.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
There are two structures that appear to be dangerous. The structure has missing roof shingles and possible holes, The siding is detatching from the structure and or missing. Unable to make out but windows appear to be either missng or improperly maintained. All of which need to be fixed to be in compliance. The accumulation of these items provide harborage and/or food to rodents and other vermin that need to be removed as well. The premises is littered with mattresses, tires, loose wiring, piles of tree branches, wood, and several other accumulated items that need to be removed from the property. There are broken windows all around the structure. Windows will need to be repaired or boarded up as a temporary fix until they can be replaced.	Seven (7) days from date of mailing

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

Issued by

Ashely Guerra	Code Compliance
Name	*Department*
432-264-2505	agarcia@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered

and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **February 23rd, 2023,** at **5:30 p.m.** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION 9.02. - Rules; oral evidence; admissibility of evidence; exclusion of evidence; rights of parties.

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

(c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(e) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;
2. To introduce documentary and physical evidence;
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
4. To impeach any witness regardless of which party first called him to testify;
5. To rebut the evidence against him;
6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Code Official's order is upheld by the Hearing Board, you may appeal its ruling to the District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall be final.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

_____

Ashely Guerra, Code Enforcement
City of Big Spring, Texas

EXHIBIT C-6

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **February 23, 2023**, attached as **Exhibit C-7**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 10, 2023.

This notice was also published in the Big Spring Herald on February 11, 2023."

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT C-7

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING
CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **FEBRUARY 23, 2023,** AT **5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC

2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON T. COREA

406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALAN AND DELIA CANTU

2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 A & B BK6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 6 0.156 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER

2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE

2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY WHITE

1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KENT IVEY

1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MAYHALL ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL

1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIPSA RODRIGUEZ

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES– OWNER: GINA HERNDERSON

1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES– OWNER: DONNA BERRY

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017– OWNER: MAURICE VILLAREAL

709 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES– OWNER: CHRISTIAN SPIVEY

1223 E 16 TH , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 17 K 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES – OWNER: SUSAN & DAVID KING; JUDITH TREECE

1705 JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES– OWNER: RANDALL COLLIN

627 STATE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES– OWNER: MARY HERRERA

2606 LARRY, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022– OWNER: SANDRA GAY WALL BAIR

1004 E 12 TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES– OWNER: CAROLE J STEVENS

700 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019– OWNER: JELICIA MARTIN

1500 LINCOLN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES– OWNER: EDDIE ALVARADO

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEASE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna, Building Official, City of Big Spring


2/10/2023 12:28

1223 EAST 16TH STREET

CODE OFFICER: JACOB LEOS

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF
CONCERNING 1223 EAST 16TH STREET

BEFORE ME, the undersigned authority, on this day, personally appeared **JACOB LEOS**, who, being by me duly sworn, deposed as follows:

"My name is **JACOB LEOS**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1223 EAST 16TH STREET**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16TH day of FEBRUARY 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of FEBRUARY 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
CONCERNING THE IDENTITY AND ADDRESS OF
OWNER, LIENHOLDER, OR MORTGAGEE

"I made a reasonable effort to determine the identity and address of an owner, lienholder, or mortgagee of the property described as:

LT 17 BK 1 Hayden BLK/TRACT 1 0.172 acres of Big Spring, Howard County, Texas, also known as **1223 EAST 16TH STREET**, Big Spring, Texas

by searching the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

Using the above-described records, I verified that **SUSAN & DAVID KING** are the owner of the property located at the above-described premises and their mailing address is **1223 EAST 16TH STREET**, Big Spring, Howard County, Texas, as shown in **Exhibit D-1**.

SIGNED on the 16TH day of FEBRUARY, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of FEBRUARY, 2023 by the above referenced Affiant.

Notary Public, State of Texas

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 132739241

EXHIBIT D-1

Ownership

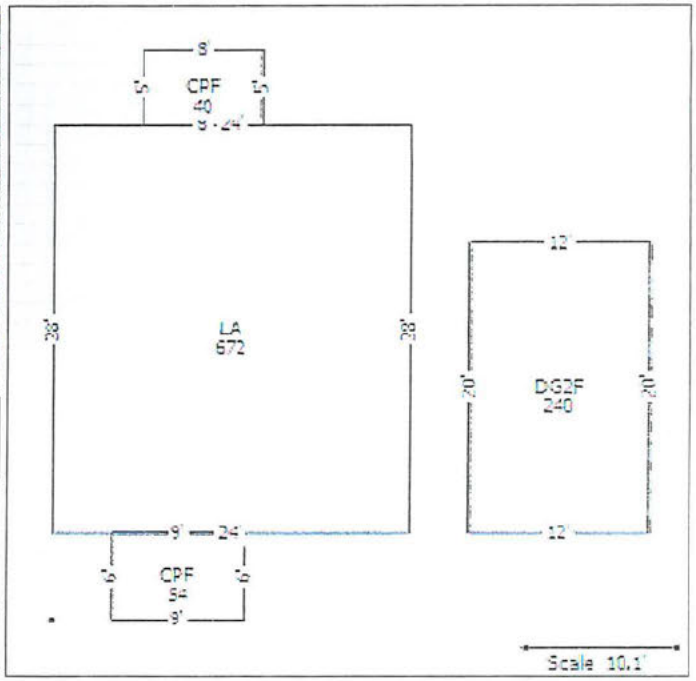
KING DAVID &

KING SUSAN
604 GEORGE
BIG SPRING, TX 79720-4909

Exemptions/Deed

VOL: 0550
PAGE: 100
DATE: 5/29/1984





Legal Information

LEGAL: LT 17 BK 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES
SITUS: 1223 E 16TH
ACRES:0.172
ALT:4953
XREF:4953.1

Appraisal Coding

Appr By CT Appr Dt 10/12/21
Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
5/29/84		0550	100	0	5/29/84	++++++	++++++	KING W J	KING W J

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition %	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Value
LA-LIVING AREA	Y	1947/NA	RS2F	672	96.57	64,895	0	FA -75%	0%	0%	0%	100%	0%	-75.0%	16,224
CPF-COVERED PORCH FR	Y	1947/NA	RS2F	54	14.49	782	0	FA -75%	0%	0%	0%	100%	0%	-74.9%	196
CPF-COVERED PORCH FR	Y	1947/NA	RS2F	40	14.49	579	0	FA -75%	0%	0%	0%	100%	0%	-75.0%	145
DG2F-DETACHED GARAGE	Y	1947/NA	RS2F	240	54.02	12,965	0	FA -75%	0%	0%	0%	100%	0%	-75.0%	3,241
				1,006		79,221	0								19,806

SQFT MA: 672 MKT CSF MA: 34.682 CSF IMPR: 29.473 LOC CODE: GD

Feature Code	Cpsf / Value
AHC-CEN HT AIR	0
AST-1 STORY	0
AUT-ALL	0
CRM-COMPOSITION	0
FET-FRAME	0
GRT-GABLE	0
PFN-PIER AND BE	0
1BT-1 BATH	0
	0

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
LFF18	50.0 FF/50.0 RF/150.0 DF LOTS	70.0		70.00		0%		Y	3,500	A1						
									3,500							0

Comments

	2023	Ptd	Change +/-	Prior 2022	Ptd
Impr Homesite +	19,806	A1	0	19,806	A1
Land Homesite +	3,500	A1	0	3,500	A1
Total Market =	23,306		0	23,306	
Assessed =	23,306		0	23,306	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
01H HOWARD COUNTY	0	23,306	.3275450		76.34
02B CITY OF BIG SPRING	0	23,306	.6731630		156.89
03B BIG SPRING ISD	0	23,306	1.0160000		236.79
052 HOWARD COLLEGE	0	23,306	.2367770		55.18
** ESTIMATED TOTAL					525.20

Nbh Coding

Misc Coding
BSISDE
GD22

User PERMITS2 Print Date 8/30/2022 10:29:32 AM . Property ID : R000004953 Geo ID : B3720001600 Quick Link :

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
1223 EAST 16TH STREET CASE NOTES

"This record, attached as **Exhibit D-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16TH day of FEBRUARY, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of FEBRUARY, 2023 by the above referenced Affiant.



Notary Public, State of Texas

EXHIBIT D -2

INCIDENT #: 71051 ORIG. DATE:
INCIDENT CODE: 300-0006 ACCUML ITEM
PROPERTY: 1223 E 16TH ST

NOTES

Incident Notes:
8/29/22 THERE ARE AT LEAST 4 REALLY BIG PILES OF GARBAGE IN BACKYARD AND ALSO A BIG PILE OF GARBAGE ON BACK PORCH STACKED AT LEAST ABOUT 4 FOOT HIGH BLOCKING BACKDOOR. TRASH SCATTERED ALONG PROPERTY (PLASTIC, GARBAGE, TRASH, CARDBOARD)WILL SEND NOTICE.

Task #: 112471 - INSPECT ACCUMULATED - 8/29/2022
10/3/22 reinspection: nothing has been done and no contact has been made from property owner or current occupant(s). big pile of garbage spilling out off back porch into backyard. wood scraps, and fencing pile. tree trimmings, sofa and other accumulated items in backyard and back of property. will file complaint to legal department.

Task #: 112472 - ACCUMULATED ITEMS - 8/29/2022

Task #: 112733 - REINSP ACCUMLTD ITEM - 10/03/2022

INCIDENT #: 71053 ORIG. DATE:
INCIDENT CODE: 300-0008 RODENT
PROPERTY: 1223 E 16TH ST

NOTES

Incident Notes:
8/29/22 There are accumulated items (HUGHE TRASH AND GARBAGE PILES) on property that present conditions for rat harborage. Will send notice. If problem persists criminal charges will be filed.

Task #: 112475 - INSPECT - 8/29/2022

Task #: 112476 - RODENT CONTROL - 8/29/2022

TASK #: 112467 ORIG. DATE:
TASK CODE: INSPECT WEEDL LOT DUE DATE:
PROPERTY: 1223 E 16TH ST

NOTES

Incident Notes:
8/29/22 Property has overgrown weeds and behind fence on easement that needs to be cut. Responsible for easement from property to center of alley. will send notice

Task #: 112467 - INSPECT WEEDL LOT - 8/29/2022

Task #: 112468 - WEEDY LOT LTR - 8/29/2022

:NCIDENT #: 71054 ORIG. DATE:
:NCIDENT CODE: 300-0008 RODENT
?ROPERTY: 1223 E 16TH ST

NOTES

Incident Notes:
8/29/22 There are accumulated items (HUGHE TRASH AND GARBAGE PILES) on property that present conditions for rat harborage. Will send notice. If problem persists criminal charges will be filed.

Task #: 112477 - INSPECT - 8/29/2022

Task #: 112478 - RODENT CONTROL - 8/29/2022

INCIDENT #: 71051 ORIG. DATE:
INCIDENT CODE: 300-0006 ACCUML ITEM
PROPERTY: 1223 E 16TH ST

NOTES

Incident Notes:
8/29/22 THERE ARE AT LEAST 4 REALLY BIG PILES OF GARBAGE IN BACKYARD AND ALSO A BIG PILE OF GARBAGE ON BACK PORCH STACKED AT LEAST ABOUT 4 FOOT HIGH BLOCKING BACKDOOR. TRASH SCATTERED ALONG PROPERTY (PLASTIC, GARBAGE, TRASH, CARDBOARD)WILL SEND NOTICE.

Task #: 112471 - INSPECT ACCUMULATED - 8/29/2022

Task #: 112472 - ACCUMULATED ITEMS - 8/29/2022

INCIDENT #: 71051 ORIG. DATE:

INCIDENT CODE: 300-0006 ACCUML ITEM

PROPERTY: 1223 E 16TH ST

NOTES

Incident Notes:

8/29/22 THERE ARE AT LEAST 4 REALLY BIG PILES OF GARBAGE IN BACKYARD AND ALSO A BIG PILE OF GARBAGE ON BACK PORCH STACKED AT LEAST ABOUT 4 FOOT HIGH BLOCKING BACKDOOR. TRASH SCATTERED ALONG PROPERTY (PLASTIC, GARBAGE, TRASH, CARDBOARD)WILL SEND NOTICE.

Task #: 112471 - INSPECT ACCUMULATED - 8/29/2022

Task #: 112472 - ACCUMULATED ITEMS - 8/29/2022

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
PHOTOGRAPHS TAKEN BY JACOB LEOS

"With regard to the photographs in **Exhibits D-3, D-4 and D-5** I am familiar with and recognize the scene depicted in the photographs. On January 18, 2023, and February 23, 2023, I inspected the property described as:

LT 17 BK 1 Hayden BLK/TRACT 1 0.172 acres of Big Spring, Howard County, Texas, also known as **1223 EAST 16TH STREET**, Big Spring, Texas

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

SIGNED on the 23RD day of FEBRUARY, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 23RD day of FEBRUARY, 2023 by the above referenced Affiant.

Notary Public, State of Texas

EXHIBIT D-3


8/29/2022 14:11


8/29/2022 14:12


8/29/2022 14:11


8/29/2022 14:11


8/29/2022 14:06


8/29/2022 14:06


8/29/2022 14:07

EXHIBIT D-4


10/ 3/2022 9:42


10/ 3/2022 9:42


10/ 31/2022 9:42


10/ 3/2022 9:42

EXHIBIT D -5

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY JACOB LEOS

"The document in **Exhibit D-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit D-7** is also attached.

SIGNED on the 16TH day of FEBRUARY, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of FEBRUARY, 2023 by the above referenced Affiant.

MIRANDA MOSE BARELA
Notary Public, State of Texas
Comm. Expires 03-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT D -6

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

1223 E 16 TH ST, BIG SPRING, TEXAS 79720
Lot: 17 BK 1 HAYDEN
703 BLK/TRACT 1 0.172 ACRES

February 10, 2023

SUSAN & DAVID KING
ATTN: JUDITH TREECE
1223 E 16 TH ST
BIG SPRING TX 79720

Sent via: First Class US Mail and Certified Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and the **Big Spring Zoning Ordinance** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code	
Sec. 302.1 Sanitation.	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.
Sec. 302.4 Weeds	The premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches.
Sec. 302.5 Rodent harborage.	The exterior of the property is not being kept free from rodent harborages.
Sec. 308.1. Accumulation of rubbish or garbage.	Exterior property and premises…shall be free from any accumulation of rubbish or garbage.
Sec. 603.1 Mechanical Equipment and Appliances	Mechanical Equipment, appliances, fireplaces, solid fuel burning appliances, cooking appliances, and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance

Unsanitary conditions caused by the premises being littered with excessive trash, piles of garbage, plastic, cardboard, wood scraps, fencing, tree trimmings, sofa, grill, several garbage bags piled high appearing to be spilling out the structure and several other accumulated items that need to be removed from the property. This property has overgrown weeds or plant growth in excess of 12 inches that need maintenance. The accumulation of these items provide harborage and/or food to rodents and other vermin that need to be removed as well. There is an air conditioning unit that appears not to be securely installed. This will need to be reparied and installed in safe conditions.	Seven (7) days from date of mailing

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

Issued by

Jacob Leos	Code Compliance
Name	*Department*
432-264-2502	jleos@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **February 23rd, 2023**at **5:30 p.m.** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION 9.02. - Rules; oral evidence; admissibility of evidence; exclusion of evidence; rights of parties.

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

(c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(e) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;

2. To introduce documentary and physical evidence;

3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;

4. To impeach any witness regardless of which party first called him to testify;

5. To rebut the evidence against him;

6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Code Official's order is upheld by the Hearing Board, you may appeal its ruling to the District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall be final.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date

you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

_____

Jacob Leos, Code Enforcement
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1223 E 16TH ST
Lot: 17 BK: 1 HAYDEN PARCEL 703

August 29, 2022 Case No: 71051

SUSAN KING
604 GEORGE ST
BIG SPRING TX 79720-4909

Sent via: First Class US Mail

The City of Big Spring has determined that the following section of the **Property Maintenance Code (PMC) of Big Spring** has been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.1 Sanitation	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
There is excessive trash scattered on property and piles of garbage/trash on the property that needs to be removed and taken out of public view. If problem persists, criminal charges will be filed.	Seven (7) days from date of mailing

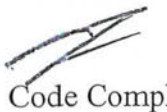
For further information about this notice, please contact the following person:

Issued by

Jacob Leos	Code Compliance
Name	*Department*
432-264-2502	jleos@mybigspring.com
Phone	*E-mail*

Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,



Code Compliance
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1223 E 16TH ST
Lot: 17 BK: 1 HAYDEN PARCEL 703

August 29, 2022 Case No: 71049

SUSAN KING
604 GEORGE ST
BIG SPRING TX 79720-4909

Sent via: First Class US Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.4 Weeds	Premises and exterior property not maintained free from weeds or plant growth in excess of 12 inches (not including shrubs, trees or cultivated flowers).

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
Property has overgrown weeds and behind fence on easement that needs to be cut. You are responsible for easement from property to center of alley. If problem persists criminal charges will be filed.	Seven (7) days from date of mailing

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

Issued by

Jacob Leos	Code Compliance
Name	*Department*
432-264-2502	jleos@mybigspring.com
Phone	*E-mail*

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,



Code Compliance
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1223 E 16TH ST
Lot: 17 BK: 1 HAYDEN PARCEL 703

August 29, 2022 Case No: 71053

SUSAN KING
604 GEORGE ST
BIG SPRING TX 79720-4909

Sent via: First Class US Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and **Big Spring City Code Chapter 36** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.5 Rodent Harborage	Structures and exterior property shall be kept free from rodent harborage and infestation.
Big Spring City Code Sec. 36-62. Dumping, accumulating, etc., garbage and trash so as to afford food or harborage for rats.	No garbage, rubbish, waste, or manure shall be placed, left, dumped, or permitted to accumulate or remain in any building or premises in the city so that the same shall or may afford food for or a harboring or breeding place for rats.
Big Spring City Code Sec. 36.63 Accumulations of lumber, boxes, barrels, etc.	It shall be unlawful for any person to permit to accumulate on any premises, improved or unimproved, or on any open lot or alley in the city any lumber, boxes, barrels, bricks, or stones or similar materials that may be permitted to remain thereon, and that may be used as harborage by rats, unless same are placed on open racks and elevated not less than 18 inches above the ground with a clear intervening space beneath, to prevent the harborage of rats.

personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL. Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Code Official
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1223 E 16TH ST
Lot: 17 BK: 1 HAYDEN PARCEL 703

August 29, 2022 Case No: 71050

JUDITH BRIANNA TREECE
1223 E 16TH ST
BIG SPRING TX 79720-5803

Sent via: First Class US Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.4 Weeds	Premises and exterior property not maintained free from weeds or plant growth in excess of 12 inches (not including shrubs, trees or cultivated flowers).

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
Property has overgrown weeds including behind fence on easement that needs to be cut. You are responsible for easement from property to center of alley. If problem persists criminal charges will be filed.	Seven (7) days from date of mailing

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

Issued by

Jacob Leos	Code Compliance
Name	*Department*
432-264-2502	jleos@mybigspring.com
Phone	*E-mail*

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,



Code Compliance
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1223 E 16TH ST
Lot: 17 BK: 1 HAYDEN PARCEL 703

August 29, 2022 Case No: 71052

JUDITH BRIANNA TREECE
1223 E 16TH ST
BIG SPRING TX 79720-5803

Sent via: First Class US Mail

The City of Big Spring has determined that the following section of the **Property Maintenance Code (PMC) of Big Spring** has been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.1 Sanitation	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
There is excessive trash scattered on property and piles of garbage/trash on the property that needs to be removed and taken out of public view. If problem persists, criminal charges will be filed.	Seven (7) days from date of mailing

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

Issued by

Jacob Leos	Code Compliance
Name	*Department*
432-264-2502	jleos@mybigspring.com
Phone	*E-mail*

Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,



Code Compliance
City of Big Spring, Texas

EXHIBIT D -7

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **FEBRUARY 23, 2023**, attached as **Exhibit D-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 10, 2023.

This notice was also published in the Big Spring Herald on February 11, 2023."

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT D-8

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON FEBRUARY 23, 2023, AT 5:30 P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC

2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON T. COREA

406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALAN AND DELIA CANTU

2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 A & B BK6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 6 0.156 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER

2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE

2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY WHITE

1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KENT IVEY

1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MAYHALL ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL

1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIPSA RODRIGUEZ

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES– OWNER: GINA HERNDERSON

1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES– OWNER: DONNA BERRY

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017– OWNER: MAURICE VILLAREAL

709 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES– OWNER: CHRISTIAN SPIVEY

1223 E 16 TH , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 17 K 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES – OWNER: SUSAN & DAVID KING; JUDITH TREECE

1705 JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES– OWNER: RANDALL COLLIN

627 STATE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES– OWNER: MARY HERRERA

2606 LARRY, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022– OWNER: SANDRA GAY WALL BAIR

1004 E 12 TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES– OWNER: CAROLE J STEVENS

700 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019– OWNER: JELICIA MARTIN

1500 LINCOLN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES– OWNER: EDDIE ALVARADO

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEASE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna, Building Official, City of Big Spring


BIG SPRING
2/10/2023 12:22

1305 BARNES

CODE OFFICER: ASHLEY GUERRA

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF JACOB LEOS
CONCERNING 1305 BARNES

BEFORE ME, the undersigned authority, on this day, personally appeared **ASHLEY GUERRA**, who, being by me duly sworn, deposed as follows:

"My name is **ASHLEY GUERRA**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1305 BARNES**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
CONCERNING THE IDENTITY AND ADDRESS OF
OWNER, LIENHOLDER, OR MORTGAGEE

"I made a reasonable effort to determine the identity and address of an owner, lienholder, or mortgagee of the property described as:

LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 0.172 ACRES of Big Spring, Howard County, Texas, also known as **1305 BARNES**, Big Spring, Texas

by searching the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

Using the above-described records, I verified that **GINA LEE HENDERSON** is the owner of the property located at the above-described premises and their mailing address is **1305 BARNES**, Big Spring, Howard County, Texas, as shown in **Exhibit E-1**.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

Notary Public, State of Texas

EXHIBIT E -1

Ownership

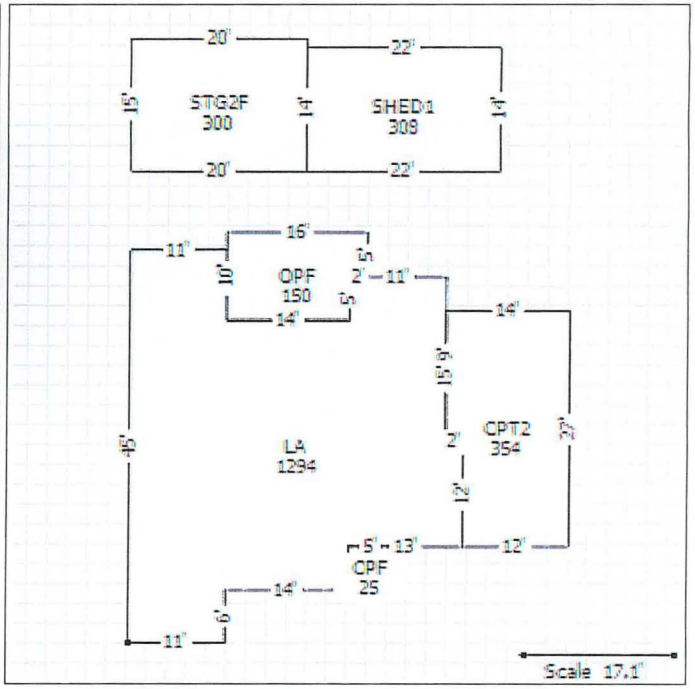
HENDERSON GINA LEE COOK

1305 BARNES AVENUE
BIG SPRING, TX 79720

Exemptions/Deed

INST: 2017-00008259
VOL: 1645
PAGE: 567
DATE: 8/1/2017





Legal Information

LEGAL: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES
SITUS: 1305 BARNES
ACRES:0.172
ALT:6989
XREF:6989.1

Appraisal Coding

Appr By JD Appr Dt 10/13/21
Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
8/1/17		1645	567	2017-00008259	8/1/17	++++++	++++++	HENDERSON GINA LEE COOK	HUITT TERRY D &
8/1/17		1645	567	2017-00008259	8/1/17	++++++	++++++	HENDERSON GINA LEE	HUITT TERRY D &
4/24/12		1266	242	0	4/24/12	++++++	++++++	HUITT TERRY &	HENDERSON TINA L

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition %	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Value
LA-LIVING AREA	Y	1952/NA	RS3F	1,294	97.34	125,958	0	FA -75%	0%	0%	0%	100%	0%	-75.0%	31,490
CPF-COVERED PORCH FR	Y	1952/NA	RS3F	25	14.60	365	0	FA -75%	0%	0%	0%	100%	0%	-75.1%	91
OPF-OPEN PORCH / PAT	Y	1952/NA	RS3F	150	5.84	876	0	FA -75%	0%	0%	0%	100%	0%	-75.0%	219
CPT2-CARPORT AVERAGE	Y	1952/NA	RS3F	354	9.79	3,466	0	FA -75%	0%	0%	0%	100%	0%	-75.0%	866
STG2F-AVG QUALITY ST	Y	1952/NA	RS3F	300	11.00	3,300	0	FA -75%	0%	0%	0%	100%	0%	-75.0%	825
SHED1-SHED LOW QUALI	Y	1952/NA	RS3F	308	3.80	1,170	0	FA -75%	0%	0%	0%	100%	0%	-75.0%	292
				2,431		135,135	0								33,783

SQFT MA: 1294 MKT CSF MA: 29.353 CSF IMPR: 26.107 LOC CODE: MT

Feature Code	Cpsf / Value
AHC-CEN HT AIR	0
AST-1 STORY	0
AUT-ALL	0
BFP-MASONARY	0
CRM-COMPOSITION	0
FET-FRAME	0
GRT-GABLE	0
PFN-PIER AND BE	0
1BT-1 BATH	0
	0

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
LFF18	60.0 FF/60.0 RF/125.0 DF LOTS	70.0		70.00		0%		Y	4,200	A1						
									4,200							0

Comments

	2023	Ptd	Change +/-	Prior 2022	Ptd
Impr Homesite +	33,783	A1	-2,567	36,350	A1
Land Homesite +	4,200	A1	0	4,200	A1
Total Market =	37,983		-2,567	40,550	
Assessed =	37,983		-2,567	40,550	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
01H HOWARD COUNTY	0	37,983	.3275450		124.41
02B CITY OF BIG SPRING	0	37,983	.6731630		255.69
03B BIG SPRING ISD	0	37,983	1.0160000		385.91
052 HOWARD COLLEGE	0	37,983	.2367770		89.94
** ESTIMATED TOTAL					855.95

Nbh Coding	Misc Coding
HSAPPNOT18	MT22
HSAPPNOT19	
HSAPPNOT20	
HSAPPNOT21	
HSAPPNOT22	

User PERMITS2 Print Date 1/17/2023 2:42:08 PM Property ID : R000006989 Geo ID : B4500014600 Quick Link :

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
1305 BARNES CASE NOTES

"This record, attached as **Exhibit E-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT E -2

ASK #: 114211 ORIG. DATE:

ASK CODE: INSPECT SUBSTANDARD DUE DATE:

ROPERTY: 1305 BARNES AVE

OTES

---

ncident Notes:

ask #: 114211 - INSPECT SUBSTANDARD - 1/17/2023

-13-2023 DROVE THROUGH ALLEY LOOKS LIKE A SHEAD THAT HAS FALLEN DOWN WITH TONES OF ACUMILATION ,TRASH AND HOUSEHOLD FRUNITURE AND ALSO LOTS OF WOOD NEEDS TO BE REMOVED

ask #: 114212 - SUBSTANDARD BLD - 1/17/2023

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
PHOTOGRAPHS TAKEN BY JACOB LEOS

"With regard to the photographs in **Exhibits E-3, E-4, and E-5** I am familiar with and recognize the scene depicted in the photographs. On January 10, 2023, and January 13, 2023 , I inspected the property described as:

> **LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 0.172** ACRES of Big Spring, Howard County, Texas, also known as **1305 BARNES**, Big Spring, Texas

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

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT E -3


1/10/2023 11:59


1/10/2023 11:59


1/10/2023 11:59

EXHIBIT E -4


WARNING
CALL 811
1/13/2023 11:32


1/13/2023 11:32


1/13/2023 11:32


1/13/2023 11:33


1/13/2023 11:33

EXHIBIT E -5

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY JACOB LEOS

"The document in **Exhibit E-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit E-7** is also attached.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT E -6

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO
60X125 311 ACQ 08012017 BLK/TRACT 0.172 ACRES

February 13, 2023

GINA LEE COOK HENDERSON
1305 BARNES AVENUE
BIG SPRING TX 79720

Sent via: First Class US Mail and Certified Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and the **Big Spring Zoning Ordinance** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code	
Sec.111.1.5 (3), (6), (7), (9) Hazardous structure or premises	Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public. Any building, structure, or portion thereof that is dangerous. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be

	unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
Sec. 302.1 Sanitation.	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.
Sec. 302.4 Weeds	The premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches.
Sec. 302.5 Rodent harborage.	The exterior of the property is not being kept free from rodent harborages.
Sec. 308.1. Accumulation of rubbish or garbage.	Exterior property and premises…shall be free from any accumulation of rubbish or garbage.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	**Deadline for Compliance**
There is a shed in the back that has collapsed and needs to be demolished completely. This property has overgrown weeds or plant growth in excess of 12 inches that need maintenance. The accumulation of these items provide harborage and/or food to rodents and other vermin that need to be removed as well. The premises is littered with mattresses, oil containers, laundry soap containers, cinder blocks, metal poles, metal scraps, plastic scrap, piles of wood remenants from the building collapsing, water hose, trash, household furniture and several other accumulated items that need to be removed from the property.	Seven (7) days from date of mailing

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

Issued by

Ashley Guerra	Code Compliance
Name	*Department*
432-264-2505	aguerra@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **February 23rd, 2023**at **5:30 p.m.** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION 9.02. - Rules; oral evidence; admissibility of evidence; exclusion of evidence; rights of parties.

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

(c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(e) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;
2. To introduce documentary and physical evidence;
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
4. To impeach any witness regardless of which party first called him to testify;
5. To rebut the evidence against him;
6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Code Official's order is upheld by the Hearing Board, you may appeal its ruling to the District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall be final.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Ashley Guerra, Code Enforcement
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1305 BARNES AVE
Lot:10 BK: 7 MONTICELLO

January 12, 2023 Case No: 72068

HERNDERSON GINA
1305 BARNS
BIG SPRING TX 79720

Sent via: First Class US Mail

The City of Big Spring has determined that the following section of the **Property Maintenance Code (PMC) of Big Spring** has been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.1 Sanitation	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
There are several items (OLD COUCH AND TRASH) that need to be removed from public view. This is the only notice you will receive for the next 12 months. If problem persists, criminal charges will be filed.	Seven (7) days from date of mailing

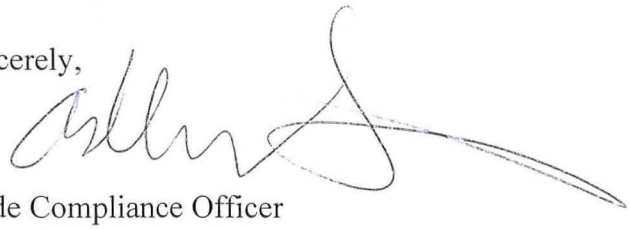
For further information about this notice, please contact the following person:

Issued by

ASHLEY GUERRA	Code Compliance
Name	*Department*

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,



Code Compliance Officer
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1305 BARNES AVE
Lot: 10 BK: 7 MONTICELO

January 18, 2023 Case No: 72082

GINA LEE COOK HENDERSON
1305 BARNES AVE
BIG SPRING TX 79720-5104

Sent via: First Class US Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and **Big Spring City Code Chapter 36** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.5 Rodent Harborage	Structures and exterior property shall be kept free from rodent harborage and infestation.
Big Spring City Code Sec. 36-62. Dumping, accumulating, etc., garbage and trash so as to afford food or harborage for rats.	No garbage, rubbish, waste, or manure shall be placed, left, dumped, or permitted to accumulate or remain in any building or premises in the city so that the same shall or may afford food for or a harboring or breeding place for rats.
Big Spring City Code Sec. 36.63 Accumulations of lumber, boxes, barrels, etc.	It shall be unlawful for any person to permit to accumulate on any premises, improved or unimproved, or on any open lot or alley in the city any lumber, boxes, barrels, bricks, or stones or similar materials that may be permitted to remain thereon, and that may be used as harborage by rats, unless same are placed on open racks and elevated not less than 18 inches above the ground with a clear intervening space beneath, to prevent the harborage of rats.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL. Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Code Official
City of Big Spring, Texas

EXHIBIT E -7

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **February 23, 2023**, attached as **Exhibit E-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 10, 2023.

This notice was also published in the Big Spring Herald on February 11, 2023."

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT E -8

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING
CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **FEBRUARY 23, 2023,** AT **5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC

2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON T. COREA

406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALAN AND DELIA CANTU

2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 A & B BK6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 6 0.156 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER

2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE

2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY WHITE

1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KENT IVEY

1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MAYHALL ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL

1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIPSA RODRIGUEZ

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES– OWNER: GINA HERNDERSON

1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES– OWNER: DONNA BERRY

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017– OWNER: MAURICE VILLAREAL

709 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES– OWNER: CHRISTIAN SPIVEY

1223 E 16 TH , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 17 K 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES – OWNER: SUSAN & DAVID KING; JUDITH TREECE

1705 JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES– OWNER: RANDALL COLLIN

627 STATE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES– OWNER: MARY HERRERA

2606 LARRY, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022– OWNER: SANDRA GAY WALL BAIR

1004 E 12 TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES– OWNER: CAROLE J STEVENS

700 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019– OWNER: JELICIA MARTIN

1500 LINCOLN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES– OWNER: EDDIE ALVARADO

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEASE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna, Building Official, City of Big Spring


2/10/2023 12:49

1500 LINCOLN AVENUE, B

CODE OFFICER: JACOB LEOS

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF
CONCERNING 1500 LINCOLN AVENUE, B

BEFORE ME, the undersigned authority, on this day, personally appeared **JACOB LEOS**, who, being by me duly sworn, deposed as follows:

"My name is **JACOB LEOS**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1500 LINCOLN AVENUE, B,** Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16TH day of FEBRUARY 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of FEBRUARY 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
CONCERNING THE IDENTITY AND ADDRESS OF
OWNER, LIENHOLDER, OR MORTGAGEE

"I made a reasonable effort to determine the identity and address of an owner, lienholder, or mortgagee of the property described as:

LT 8 BK 1 Wiley Terrace 684 of Big Spring, Howard County, Texas, also known as **1500 LINCOLN AVENUE, B,** Big Spring, Texas

by searching the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

Using the above-described records, I verified that **EDDIE JOE ALVARADO** is the owner of the property located at the above-described premises and their mailing address is **1500 LINCOLN AVENUE , B** , Big Spring, Howard County, Texas, as shown in **Exhibit F-1**.

SIGNED on the 16TH day of FEBRUARY, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of FEBRUARY, 2023 by the above referenced Affiant.

Notary Public, State of Texas

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 132739241

EXHIBIT F-1

HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000010744 Geo ID : B6140000800

Ownership

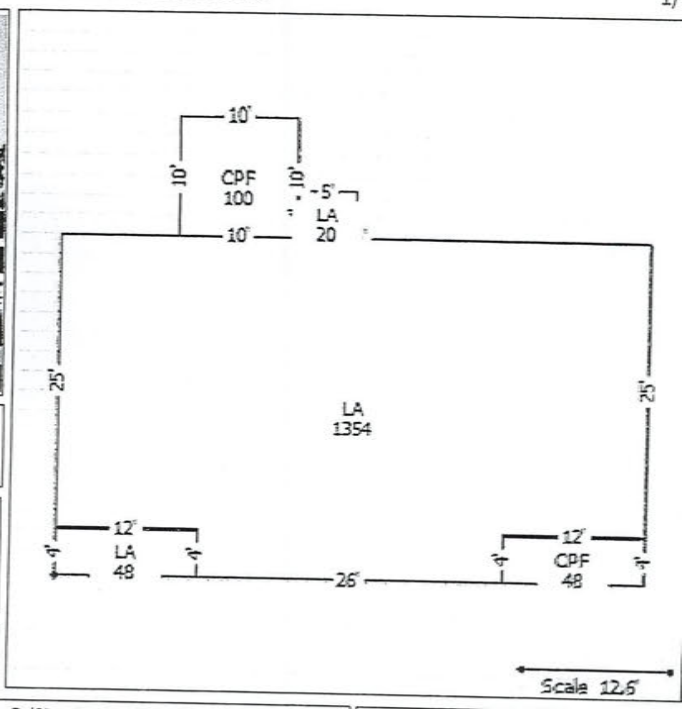
ALVARADO EDDIE

1500 LINCOLN
BIG SPRING, TX 79720-5836

Exemptions/Deed

VOL: 1171
PAGE: 317
DATE: 3/19/2010





Legal Information

LEGAL: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES
SITUS: 1500 LINCOLN
ACRES:0.206
ALT:10744
XREF:10744.1

Appraisal Coding

Appr By JD Appr Dt 02/22/21
Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
3/19/10		1171	317	0	3/19/10	++++++	++++++	ALVARADO EDDIE	KELLEY A E
2/5/03		0886	44	0	3/19/10	++++++	++++++	KELLEY A E	MARTIN ZACKARY X
8/31/94		0704	160	0	3/19/10	++++++	++++++	LLOYD LESLIE	LLOYD LESLIE

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Value
LA-LIVING AREA	Y	1952/NA	RS3F	1,354	98.31	133,112	0	PO -81%		0%	0%	0%	100%	0%	-81.0%	25,291
CPF-COVERED PORCH FR	Y	1952/NA	RS3F	48	14.75	708	0	PO -81%		0%	0%	0%	100%	0%	-80.9%	135
LA-LIVING AREA	Y	1952/NA	RS3F	48	98.31	4,719	0	PO -81%		0%	0%	0%	100%	0%	-81.0%	897
CPF-COVERED PORCH FR	Y	1952/NA	RS3F	100	14.75	1,475	0	PO -81%		0%	0%	0%	100%	0%	-81.0%	280
LA-LIVING AREA	Y	1952/NA	RS3F	20	98.31	1,966	0	PO -81%		0%	0%	0%	100%	0%	-81.0%	374
* EXTRA FEATURES							14630									2780
				1,570		141,980	14,630									29,757

SQFT MA: 1422 MKT CSF MA: 25.866 CSF IMPR: 20.926 LOC CODE: GD

Feature Code	Cpsf / Value
AHC-CEN HT AIR	0
AST-1 STORY	0
AUT-ALL	0
FET-FRAME	0
GRT-GABLE	0
IRM-METAL ROOF	0
PFN-PIER AND BE	0
2BT-2 BATHS	2,780
	2,780

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
LFF18	78.0 FF/78.0 RF/115.0 DF LOTS	70.0		70.00		0%		Y	5,460	B2						
									5,460							0

Comments

	2023	Ptd	Change +/-	Prior 2022	Ptd
Impr Homesite +	31,322	B2	0	31,322	B2
Land Homesite +	5,460	B2	0	5,460	B2
Total Market =	36,782		0	36,782	
Assessed =	36,782		0	36,782	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
01H HOWARD COUNTY	0	36,782	.3275450		120.48
02B CITY OF BIG SPRING	0	36,782	.6731630		247.60
03B BIG SPRING ISD	0	36,782	1.0160000		373.71
052 HOWARD COLLEGE	0	36,782	.2367770		87.09
** ESTIMATED TOTAL					828.88

Nbh Coding

Misc Coding
BSISDE
GD22

User PERMITS2 Print Date 8/26/2022 9:28:17 AM

Property ID : R000010744 Geo ID : B6140000800

Quick Link :

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
1500 LICOLN AVENUE, B, CASE NOTES

"This record, attached as **Exhibit F-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16TH day of FEBRUARY, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of FEBRUARY, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT F-2

INCIDENT #: 71035 ORIG. DATE:
INCIDENT CODE: 300-0001 WEEDY LOT
PROPERTY: 1500 LINCOLN AVE

NOTES

Incident Notes:
8/15/22 PROPERTY HAS OVERGROWN WEEDS THAT NEEDS TO BE CUT. WILL SEND NOTICE.

Task #: 112442 - INSPECT WEEDL LOT - 8/25/2022

Task #: 112443 - WEEDY LOT LTR - 8/25/2022

INCIDENT #: 71036
INCIDENT CODE: 300-0006 ACCUML ITEM
PROPERTY: 1500 LINCOLN AVE B

ORIG. DATE:

NOTES

Incident Notes:
8/15/22 PROPERTY HAS ACCUMULATION OF ITEMS INCLUDING (TIRES, TRASH, WOOD, FENCE MATERIAL (WOOD), METAL, JUNK, FURNITURE) AND MANY OTHER ITEMS ON PROPERTY IN PUBLIC VIEW. WILL SEND NOTICE.

Task #: 112444 - INSPECT ACCUMULATED - 8/25/2022

Task #: 112445 - ACCUMULATED ITEMS - 8/25/2022

INCIDENT #: 71037
INCIDENT CODE: 300-0008 RODENT
PROPERTY: 1500 LINCOLN AVE B

ORIG. DATE:

NOTES

Incident Notes:
8/15/22 OBSERVED TRASH, JUNK AND WOOD ON PROPERTY THAT CAN PRESENT CONDITIONS FOR RAT HARBORAGE.

Task #: 112446 - INSPECT - 8/25/2022

Task #: 112447 - RODENT CONTROL - 8/25/2022

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
PHOTOGRAPHS TAKEN BY JACOB LEOS

"With regard to the photographs in **Exhibits F-3, F-4 and F-5** I am familiar with and recognize the scene depicted in the photographs. On January 18, 2023, and February 23, 2023, I inspected the property described as:

LT 8 BK 1 Wiley Terrace 684 of Big Spring, Howard County, Texas, also known as **1500 LINCOLN AVENUE, B** , Big Spring, Texas

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

SIGNED on the 23RD day of FEBRUARY, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 23RD day of FEBRUARY, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT F-3


8/15/2022 10:02


8/15/2022 10:01


8/15/2022 10:02

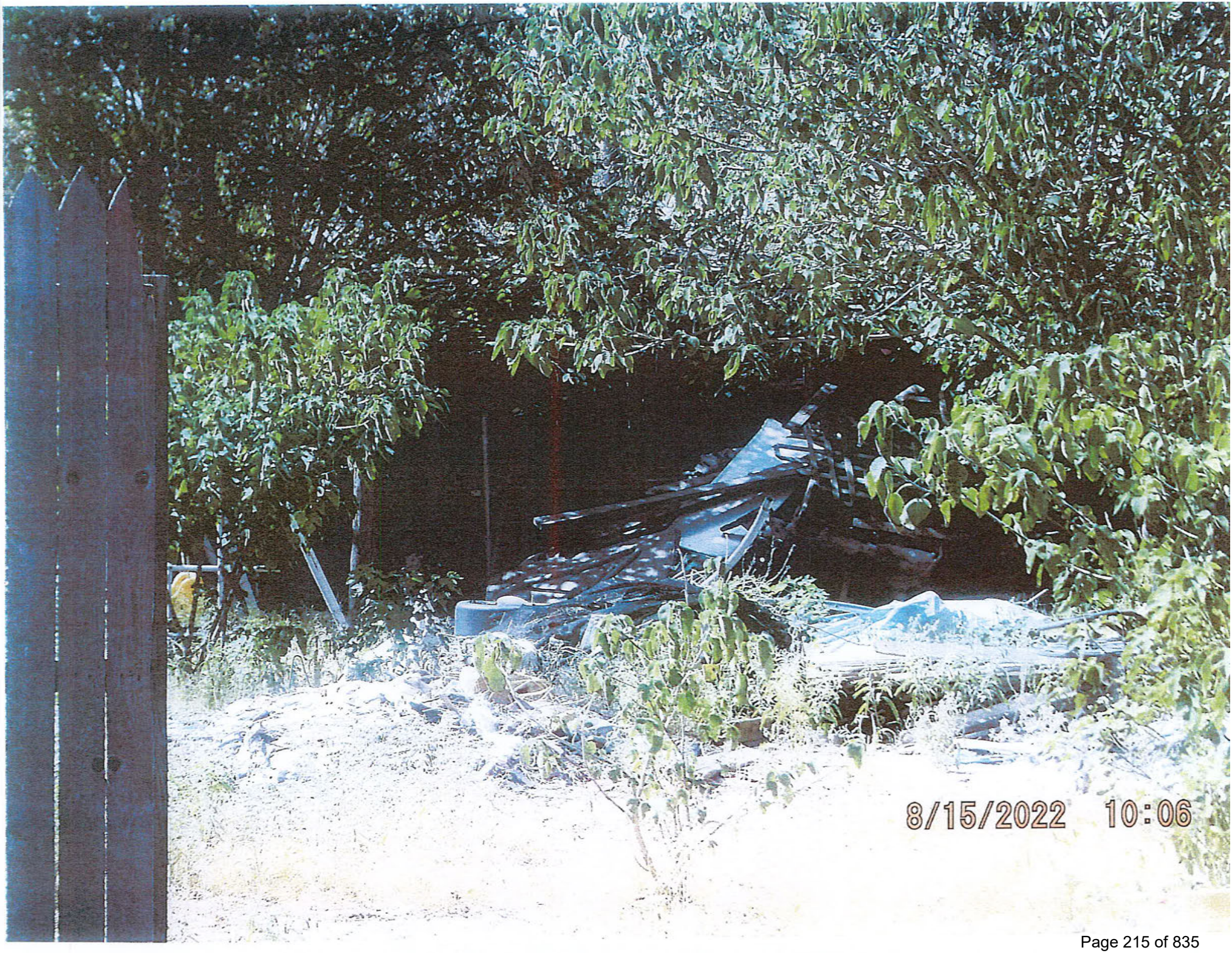

8/15/2022 10:04


8/15/2022 10:04


8/15/2022 10:05


8/15/2022 10:05


8/15/2022 10:06


8/15/2022 10:06


VULCAN
8/15/2022 10:06


8/15/2022 10:07

EXHIBIT F-4


1/20/2023 8:32


1/20/2023 8:29


1/20/2023 8:32


1/20/2023 8:33


1/20/2023 8:30


1/20/2023 8:32


1/20/2023 8:30


1/20/2023 8:32


1/20/2023 8:32

EXHIBIT F-5

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY JACOB LEOS

"The document in **Exhibit F-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit F-7** is also attached.

SIGNED on the 16TH day of FEBRUARY, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of FEBRUARY, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT F-6

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF VIOLATION
OF THE BIG SPRING CITY CODE, CHAPTER 48 AT:

1500 LINCOLN AVE B
Lot: 8 BK: 1 WILEY TERRACE 684

August 18, 2022 Complaint No: 70999

EDDIE JOE ALVARADO
1500 LINCOLN AVE
BIG SPRING TX 79720-5836

Sent via: First Class US Mail

Dear EDDIE JOE ALVARADO:

An inspection of the property located at 1500 LINCOLN AVE B was conducted to determine the presence of front yard parking. You are receiving this notice because you are believed to be one or more of the following: property owner, occupant/resident, or agent for the property owner.

REMOVAL OF ILLEGALLY PARKED VEHICLE

The inspection revealed that one or more vehicle(s), trailer(s), boat(s), or recreational vehicle(s) not displaying a valid state-issued disabled parking placard/plate is being parked illegally at the above-described property. Parking on an unpaved surface in the front or street yard or over sidewalks, easements or public access property is prohibited.

A paved parking space must be: 1) at least nine feet by 20 feet and constructed of four (4) inches of concrete; 2) constructed of two (2) inches of asphalt or gravel; or 3) constructed of pavers at least two (2) inches thick.

You are required to move any vehicle, trailer, boat, or recreational vehicle not displaying a valid state-issued disabled parking placard/plate to a paved surface.

White Jeep Cherokee (License plate # PNM 4061)

PENALTY

Should you fail to remove the vehicle, trailer, boat, or recreational vehicle to a paved surface as required by law, a criminal violation may be issued to you via the Municipal Court, which could

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1

1500 LINCOLN AVE

August 25, 2022

Case No: 71035

EDDIE JOE ALVARADO
1500 LINCOLN AVE
BIG SPRING TX 79720-5836

Sent via: First Class US Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.4 Weeds	Premises and exterior property not maintained free from weeds or plant growth in excess of 12 inches (not including shrubs, trees or cultivated flowers).

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
THIS PROPERTY NEEDS TO BE MOWED. YOU ARE RESPONSIBLE FROM YOUR PROPERTY LINE TO MIDDLE OF ALLEY EASEMENT. IT IS ASKED THAT PROPERTY BE MAINTAINED ON A REGULAR BASIS. IF PROBLEM PERSISTS CRIMINAL CHARGES WILL BE FILED.	Seven (7) days from date of mailing

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

Issued by

Jacob Leos — *Name*

Code Compliance — *Department*

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Code Compliance
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1500 LINCOLN AVE B
Lot: 8 BK: 1 WILEY TERRACE 684
LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1

August 25, 2022

Case No: 71036

EDDIE JOE ALVARADO
1500 LINCOLN AVE
BIG SPRING TX 79720-5836

Sent via: First Class US Mail

The City of Big Spring has determined that the following section of the **Property Maintenance Code (PMC) of Big Spring** has been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.1 Sanitation	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
THERE ARE SEVERAL ITEMS ON THE PROPERTY INCLUDING (TIRES, TRASH, WOOD, FENCE MATERIAL (WOOD), METAL, JUNK, FURNITURE) AND MANY OTHER ITEMS ON PROPERTY THAT NEEDS TO BE REMOVED AND TAKEN AWAY FROM PUBLIC VIEW. IF PROBLEM PERSISTS CRIMINAL CHARGES WILL BE FILED.	Seven (7) days from date of mailing

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

Issued by

	Code Compliance
Name	*Department*

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Code Compliance Officer
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION
AND NOTICE OF HEARING ON ABATEMENT

1500 LINCOLN AVENUE B, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE
684 ACQ 031910 BLK/TRACT 1 0.206 ACRES

February 10, 2023

EDDIE JOE ALVARADO
1500 LINCOLN AVENUE, B
BIG SPRING, TX 79720-5836

Sent via: First Class US Mail and Certified Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and the **Big Spring Zoning Ordinance** have been violated, constituting a nuisance:

VIOLATION

Property Maintenance Code	Description of Violation
Sec. 302.1 Sanitation	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.
Sec. 302.4 Weeds	The premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches.
Sec. 302.5 Rodent harborage.	The exterior of the property is not being kept free from rodent harborages.
Sec. 308.1. Accumulation of rubbish or garbage.	Exterior property and premises…shall be free from any accumulation of rubbish or garbage.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
This property has overgrown weeds or plant growth in excess of 12 inches that need maintenance The premises is littered with junk vehicles, tires, trash, wood, fencing materials, scrap metal, scrap plastic, junk, household furnitre, toy cars, mattresses, poles and several other accumulated items that need to be removed from the property. The accumulation of these items provide harborage and/or food to rodents and other vermin that need to be removed as well.	Seven (7) days from date of mailing

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

Issued by

Jacob Leos	Code Compliance
Name	*Department*
432-264-2502	jleos@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **February 23, 2023,** at **5:30 p.m.** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION 9.02. - Rules; oral evidence; admissibility of evidence; exclusion of evidence; rights of parties.

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

(c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(e) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing.

2. To introduce documentary and physical evidence.

3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing.

4. To impeach any witness regardless of which party first called him to testify.

5. To rebut the evidence against him.

6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Code Official's order is upheld by the Hearing Board, you may appeal its ruling to the District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall be final.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Jacob Leos, Code Enforcement
City of Big Spring, Texas

EXHIBIT F-7

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **FEBRUARY 23, 2023**, attached as **Exhibit F-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 10, 2023.

This notice was also published in the Big Spring Herald on February 11, 2023."

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT F-8

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON FEBRUARY 23, 2023, AT 5:30 P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC

2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON T. COREA

406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALAN AND DELIA CANTU

2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 A & B BK6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 6 0.156 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER

2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE

2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY WHITE

1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KENT IVEY

1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MAYHALL ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL

1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIPSA RODRIGUEZ

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES– OWNER: GINA HERNDERSON

1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES– OWNER: DONNA BERRY

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017– OWNER: MAURICE VILLAREAL

709 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES– OWNER: CHRISTIAN SPIVEY

1223 E 16 TH , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 17 K 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES – OWNER: SUSAN & DAVID KING; JUDITH TREECE

1705 JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES– OWNER: RANDALL COLLIN

627 STATE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES– OWNER: MARY HERRERA

2606 LARRY, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022– OWNER: SANDRA GAY WALL BAIR

1004 E 12 TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES– OWNER: CAROLE J STEVENS

700 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019– OWNER: JELICIA MARTIN

1500 LINCOLN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES– OWNER: EDDIE ALVARADO

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEASE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna, Building Official, City of Big Spring


2/10/2023 12:19

1515 WOOD

CODE OFFICER: ASHLEY GUERRA

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 1515 WOOD

BEFORE ME, the undersigned authority, on this day, personally appeared **ASHLEY GUERRA**, who, being by me duly sworn, deposed as follows:

"My name is **ASHLEY GUERRA**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1515 WOOD**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
CONCERNING THE IDENTITY AND ADDRESS OF
OWNER, LIENHOLDER, OR MORTGAGEE

"I made a reasonable effort to determine the identity and address of an owner, lienholder, or mortgagee of the property described as:

LT 8 BK 2A BELVUE BLK/TRACT 2-A 0.195 ACRES ACQ 030813 of Big Spring, Howard County, Texas, also known as **1515 WOOD**, Big Spring, Texas

by searching the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

Using the above-described records, I verified that **RAMON AND MARIPSA RODRIGUEZ** is the owner of the property located at the above-described premises and their mailing address is **1515 WOOD**, Big Spring, Howard County, Texas, as shown in **Exhibit G-1**.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

Notary Public, State of Texas

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 132739241

EXHIBIT G -1

Ownership

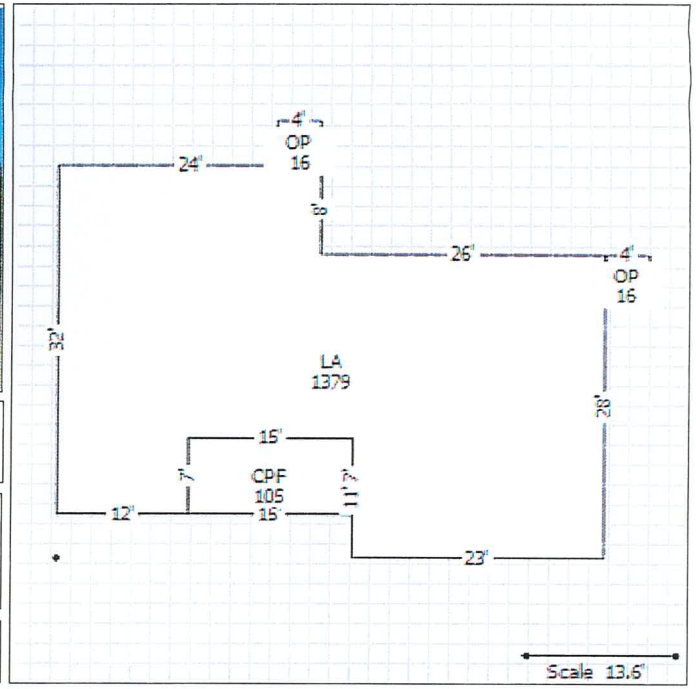
RODRIGUEZ RAMON &

RODRIGUEZ MARIPSA
2009 A WEST COUNTY ROAD 117
MIDLAND, TX 79706

Exemptions/Deed

VOL: 1319
PAGE: 178
DATE: 3/8/2013





Legal Information

LEGAL: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES
SITUS: 1515 WOOD
ACRES:0.195
ALT:773
XREF:773.1

Appraisal Coding

Appr By TG Appr Dt 11/05/20
Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
3/8/13		1319	178		3/8/13	++++++	++++++	RODRIGUEZ RAMON &	GAMBOA ELIAS JR &

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%		Value
LA-LIVING AREA	Y	1950/NA	RS3F	1,379	97.34	134,232	0	VP -90%		0%	0%	0%	100%	0%	-90.0%	*	13,423
CPF-COVERED PORCH FR	Y	1950/NA	RS3F	105	14.60	1,533	0	VP -90%		0%	0%	0%	100%	0%	-90.0%	*	153
OP-PLAIN PORCH	Y	1950/NA	RS3F	16	5.00	80	0	VP -90%		0%	0%	0%	100%	0%	-90.0%	*	8
OP-PLAIN PORCH	Y	1950/NA	RS3F	16	5.00	80	0	VP -90%		0%	0%	0%	100%	0%	-90.0%	*	8
* EXTRA FEATURES							14630										439
				======		=======	======										=======
				1,516		135,925	14,630										14,031

SQFT MA: 1379 MKT CSF MA: 13.627 CSF IMPR: 10.175 LOC CODE: MC

Feature Code	Cpsf / Value
AST-1 STORY	0
AUT-ALL	0
EHC-WALL	0
FET-FRAME	0
GRM-TAR & GRAVE	0
GRT-GABLE	0
PFN-PIER AND BE	0
2BT-2 BATHS	439
	======
	439

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
LFF18	68.0 FF/68.0 RF/125.0 DF LOTS	70.0		70.00		0%		Y	4,760	B2						
									=======							======
									4,760							0

Comments

	2023	Ptd	Change +/-	Prior 2022	Ptd
Impr Homesite +	14,031	B2	-3,115	17,146	B2
Land Homesite +	4,760	B2	0	4,760	B2
Total Market =	18,791		-3,115	21,906	
Assessed =	18,791		-3,115	21,906	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
01H HOWARD COUNTY	0	18,791	.3275450		61.55
02B CITY OF BIG SPRING	0	18,791	.6731630		126.49
03B BIG SPRING ISD	0	18,791	1.0160000		190.92
052 HOWARD COLLEGE	0	18,791	.2367770		44.49
** ESTIMATED TOTAL					=======
					423.45

Nbh Coding

Misc Coding
BSISDEN
MC22

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
1515 WOOD CASE NOTES

"This record, attached as **Exhibit G-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT G-2

:NCIDENT #: 72094 ORIG. DATE:

:NCIDENT CODE: 300-0002 SUBSTND BLD

'ROPERTY: 1515 WOOD ST

NOTES

[ncident Notes:

ON 1-18-23 DROVE BY AND NOTICED A SUB/S IN THE BACK SIDE OF HOUSE ,WL,RO
AND AI
WHERE THERE IS METAL ON THE GROUND WOOD AND A DANGEROUS HILL OF DIRT IN
THE FRONT YARD THIS HOUSE WITH TRE BRANCHES ON TOP OF IT

Task #: 114241 - INSPECT SUBSTANDARD - 1/19/2023

Task #: 114242 - SUBSTANDARD BLD - 1/19/2023

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
PHOTOGRAPHS TAKEN BY JACOB LEOS

"With regard to the photographs in **Exhibits G-3, and G-4** I am familiar with and recognize the scene depicted in the photographs. On January 18, 2023, and February 23, 2023 , I inspected the property described as:

> **LT 8 BK 2A BELVUE BLK/TRACT 2-A 0.195 ACRES ACQ 030813** of Big Spring, Howard County, Texas, also known as **1515 WOOD**, Big Spring, Texas

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

SIGNED on the 23rd day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 23rd day of JANUARY, 2023 by the above referenced Affiant.

Notary Public, State of Texas

EXHIBIT G-3


1/18/2023 14:57


1/18/2023 14:57


1/18/2023 14:57

EXHIBIT G-4

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY JACOB LEOS

"The document in **Exhibit G-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit G-6** is also attached.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT G-5

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1515 WOOD ST
Lot: 8 BK: 2A BELVUE 1277

January 19, 2023

Case No: 72092

MARIPSA RODRIGUEZ
2009 A WEST COUNTY RD 117
MIDLAND TX 79706

Sent via: First Class US Mail

The City of Big Spring has determined that the following section of the **Property Maintenance Code (PMC) of Big Spring** has been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.1 Sanitation	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
There are several items (WOOD ,METAL) that need to be removed from public view. This is the only notice you will receive for the next 12 months. If problem persists, criminal charges will be filed.	Seven (7) days from date of mailing

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

Issued by

ASHLEY GUERRA	Code Compliance
Name	*Department*
432-264-2505	aguerra@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

FAILURE TO TAKE THE CORRECTIVE ACTION WITHIN THE DEADLINE MAY RESULT IN ABATEMENT BY THE CITY, CHARGING YOU AND/OR PROPERTY OWNER(S) WITH COSTS AND PENALTIES. If you fail to take the corrective action within the deadlines stated above, the City may initiate Proceedings to Abate. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at

310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Code Compliance Officer
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1515 WOOD ST
Lot: 8 BK: 2A BELVUE 1277

January 19, 2023

Case No: 72091

MARIPSA RODRIGUEZ
2009 A WEST COUNTY RD 117
MIDLAND TX 79706

Sent via: First Class US Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and **Big Spring City Code Chapter 36** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.5 Rodent Harborage	Structures and exterior property shall be kept free from rodent harborage and infestation.
Big Spring City Code Sec. 36-62. Dumping, accumulating, etc., garbage and trash so as to afford food or harborage for rats.	No garbage, rubbish, waste, or manure shall be placed, left, dumped, or permitted to accumulate or remain in any building or premises in the city so that the same shall or may afford food for or a harboring or breeding place for rats.
Big Spring City Code Sec. 36.63 Accumulations of lumber, boxes, barrels, etc.	It shall be unlawful for any person to permit to accumulate on any premises, improved or unimproved, or on any open lot or alley in the city any lumber, boxes, barrels, bricks, or stones or similar materials that may be permitted to remain thereon, and that may be used as harborage by rats, unless same are placed on open racks and elevated not less than 18 inches above the ground with a clear intervening space beneath, to prevent the harborage of rats.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
Corrective Action Required ***There are accumulated items including (WOOD ,METAL and many other items that need to be removed) on property that present conditions for rat harborage if problems persist criminal charges will be filed .***	Seven (7) days from date of mailing

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

Issued by

ASHLEY GUERRA	Code Compliance
Name	*Department*
432-264-2505	aguerra@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

FAILURE TO TAKE THE CORRECTIVE ACTION WITHIN THE DEADLINE MAY RESULT IN ABATEMENT BY THE CITY, CHARGING YOU AND/OR PROPERTY OWNER(S) WITH COSTS AND PENALTIES. If you fail to take the corrective action within the deadlines stated above, the City may initiate Proceedings to Abate. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an

affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL. Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Code Official
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1515 WOOD ST
Lot: 8 BK: 2A BELVUE 1277

January 19, 2023 Case No: 72088

MARIPSA RODRIGUEZ
2009 A WEST COUNTY RD 117
MIDLAND TX 79706

Sent via: First Class US Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.4 Weeds	Premises and exterior property not maintained free from weeds or plant growth in excess of 12 inches (not including shrubs, trees or cultivated flowers).

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
High weeds and grass needs to be mowed to the center of the easement including alley and curb line. This is the only notice you will receive for the next 12 months. If problem persists, criminal charges will be filed.	Seven (7) days from date of mailing

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

Issued by

ASHLEY GUERRA	Code Compliance
Name	*Department*
432-264-2505	aguerra@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

FAILURE TO TAKE THE CORRECTIVE ACTION WITHIN THE DEADLINE MAY RESULT IN ABATEMENT BY THE CITY, CHARGING YOU AND/OR PROPERTY OWNER(S) WITH COSTS AND PENALTIES. If you fail to take the corrective action within the deadlines stated above, the City may proceed with abatement (taking the corrective action for you). If so, the City will send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

ANNUAL NOTICE FOR WEEDS. If a violation covered by this notice occurs before the first anniversary of the date of this notice, and the City had not been informed in writing by the owner of an ownership change, then the City, without further notice, may take the corrective action and charge the abatement costs to the owner and file the lien as above.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the

property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,



Code Compliance Officer
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

1515 WOOD, BIG SPRING, TEXAS 79720
LT 8 BK 2A BELVUE
BLK/TRACT 2-A 0.195 ACRES ACQ 030813

February 13, 2023

RAMON & MARIPSA RODRIGUEZ
1515 WOOD
BIG SPRING, TX 79720

Sent via: First Class US Mail and Certified Mail

The City of Big Spring has determined that the following section(s) of the Property Maintenance Code (PMC) of Big Spring and the Big Spring Zoning Ordinance have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code	
Sec. 302.1 Sanitation.	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.
Sec. 302.4 Weeds	The premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches.
Sec. 302.5 Rodent harborage.	The exterior of the property is not being kept free from rodent harborages.
Sec. 308.1. Accumulation of rubbish or garbage.	Exterior property and premises…shall be free from any accumulation of rubbish or garbage.
Sec. 304.1.1 (8) Unsafe Conditions	Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.

Sec.111.1.5 (3) (6), (7) Hazardous structure or premises	Any portion of a building remains on a site after the démolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public. Any building, structure, or portion thereof that is dangerous. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
The property has two structures. The shed needs to be demolished completely as it it collapsing. The Primary structure has missing siding and the roof is in unsafe condition. This property has overgrown weeds or plant growth in excess of 12 inches that need maintenance. The premises is littered with wood scraps, metal scraps, tree trimmings, tree branches and several other accumulated items that need to be removed from the property. The accumulation of these items provide harborage and/or food to rodents and other vermin that need to be removed as well.	Seven (7) days from date of mailing

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

Issued by

Ashely Guerra	Code Compliance
Name	*Department*
432-264-2505	aguerra@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS

TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **February 23rd, 2023** at **5:30 p.m.** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION 9.02. - Rules; oral evidence; admissibility of evidence; exclusion of evidence; rights of parties.

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

(c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(e) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;
2. To introduce documentary and physical evidence;
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
4. To impeach any witness regardless of which party first called him to testify;
5. To rebut the evidence against him;
6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Code Official's order is upheld by the Hearing Board, you may appeal its ruling to the District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall be final.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Ashley Guerra, Code Enforcement
City of Big Spring, Texas

EXHIBIT G-6

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **February 23, 2023**, attached as **Exhibit G-7**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 13, 2023.

This notice was also published in the Big Spring Herald on February 11, 2023."

SIGNED on the 16TH day of February, 2023.

Ashley Guerra
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

Miranda Barela
Notary Public, State of Texas

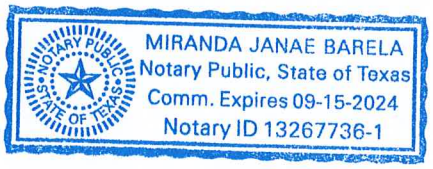


EXHIBIT G-7

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING
CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON FEBRUARY 23, 2023, AT 5:30 P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC

2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON T. COREA

406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALAN AND DELIA CANTU

2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 A & B BK6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 6 0.156 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER

2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE

2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY WHITE

1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KENT IVEY

1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MAYHALL ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL

1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIPSA RODRIGUEZ

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES– OWNER: GINA HERNDERSON

1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES– OWNER: DONNA BERRY

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017– OWNER: MAURICE VILLAREAL

709 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES– OWNER: CHRISTIAN SPIVEY

1223 E 16 TH , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 17 K 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES – OWNER: SUSAN & DAVID KING; JUDITH TREECE

1705 JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES– OWNER: RANDALL COLLIN

627 STATE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES– OWNER: MARY HERRERA

2606 LARRY, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022– OWNER: SANDRA GAY WALL BAIR

1004 E 12 TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES– OWNER: CAROLE J STEVENS

700 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019– OWNER: JELICIA MARTIN

1500 LINCOLN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES– OWNER: EDDIE ALVARADO

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEASE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna, Building Official, City of Big Spring


BIG SPRING
2/10/2023 12:13

1705 JENNINGS

CODE OFFICER: JACOB LEOS

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF JACOB LEOS
CONCERNING 1705 JENNINGS

BEFORE ME, the undersigned authority, on this day, personally appeared **JACOB LEOS**, who, being by me duly sworn, deposed as follows:

"My name is **JACOB LEOS**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1705 JENNINGS**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

Notary Public, State of Texas

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
CONCERNING THE IDENTITY AND ADDRESS OF
OWNER, LIENHOLDER, OR MORTGAGEE

"I made a reasonable effort to determine the identity and address of an owner, lienholder, or mortgagee of the property described as:

LT 10 BK 2 SETTLES ACQ 030708 BLK/TRACT 2 0.169 ACRES of Big Spring, Howard County, Texas, also known as **1705 JENNINGS**, Big Spring, Texas

by searching the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

Using the above-described records, I verified that **LISCO COLLIN RANDALL** is the owner of the property located at the above-described premises and their mailing address is **1705 JENNINGS**, Big Spring, Howard County, Texas, as shown in **Exhibit H-1**.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

Notary Public, State of Texas

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 132739241

EXHIBIT H -1

HOWARD COUNTY APPRAISAL DISTRICT (2022)

Property ID : R000009276 Geo ID : B5370001100

Ownership

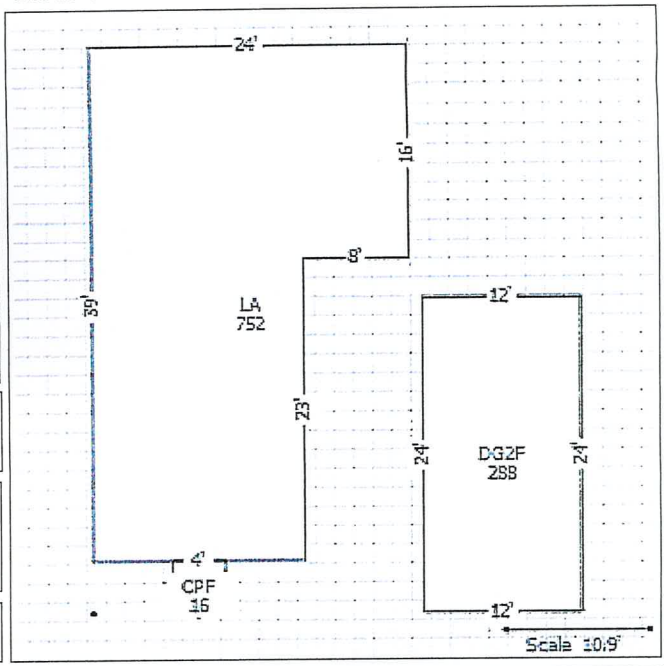
RANDALL LISCO COLLIN

1705 JENNINGS
BIG SPRING, TX 79720-5830

Exemptions/Deed

VOL: 1084
PAGE: 313
DATE: 3/7/2008





Legal Information

LEGAL: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES
SITUS: 1705 JENNINGS
ACRES:0.169
ALT:9276
XREF:9276.1

Appraisal Coding

Appr By JD Appr Dt 03/02/21
Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
3/7/08		1084	313	0	3/7/08	++++++	++++++	RANDALL LESCIO	FIELDS NANCY
6/6/06		1010	288	0	3/7/08	++++++	++++++	FIELDS NANCY	KELLEY A E
6/16/98		0766	25	0	3/7/08	++++++	++++++	LLOYD LESLIE	GROSS VIVIAN

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Value
LA-LIVING AREA	Y	1960/NA	RS3F	752	147.13	110,642	0	PO -72%		0%	0%	0%	100%	0%	-72.0%	30,980
CPF-COVERED PORCH FR	Y	1960/NA	RS3F	16	22.07	353	0	PO -72%		0%	0%	0%	100%	0%	-72.0%	99
DG2F-DETACHED GARAGE	Y	1960/NA	RS3F	288	24.14	6,952	0	PO -72%		0%	0%	0%	100%	0%	-72.0%	1,947
				======		=======	======									=======
				1,056		117,947	0									33,026

SQFT MA: 752 MKT CSF MA: 50.79 CSF IMPR : 43.918

Feature Code	Cpsf / Value
AST-1 STORY	0
AUT-ALL	0
CRM-COMPOSITION	0
FET-FRAME	0
GRT-GABLE	0
MHC-MOIST AIR	0
PFN-PIER AND BE	0
1BT-1 BATH	0
	======
	0

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use Yr Grant	Units	Cpu	Spec Value
LFF18	57.0 FF/57.0 RF/147.0 DF LOTS	70.0		70.00		0%		Y	3,990	A1					
									=======						======
									3,990						0

Comments

	2022	Ptd	Change +/-	Prior 2021	Ptd
Impr Homesite +	34,204	A1	0	34,204	A1
Land Homesite +	3,990	A1	0	3,990	A1
Total Market =	38,194		0	38,194	
Hs Cap Loss -	25,067		0	25,067	
Assessed =	13,127		0	13,127	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
01H HOWARD COUNTY	5,000	8,127	.2995620		24.35
02B CITY OF BIG SPRING	5,000	8,127	.7173000		58.29
03B BIG SPRING ISD	13,127	0	1.1164000		0.00
052 HOWARD COLLEGE	5,000	8,127	.2166750		17.61
** ESTIMATED TOTAL					=======
					100.25

Nbh Coding

Misc Coding
BSISDE

User PERMITS2 Print Date 1/14/2022 10:06:03 AM Property ID : R000009276 Geo ID : B5370001100 Quick Link :

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
1705 JENNINGS CASE NOTES

"This record, attached as **Exhibit H-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT H-2

TASK #: 110266
TASK CODE: HEARING BOARD
PROPERTY: 1705 JENNINGS ST

ORIG. DATE:
DUE DATE:

NOTES

Incident Notes:
LETTER HAS BEEN SENT. NO RESPONSE AND NOTHING HAS BEEN DONE. WILL SEND OUT FIRST CITATIONS.

Task #: 109536 - INSPECT ACCUMULATED - 12/17/2021

Task #: 109537 - ACCUMULATED ITEMS - 12/17/2021

Task #: 109955 - REINSP ACCUMLTD ITEM - 1/14/2022

Task #: 109967 - ISSUE COMPLAINT - 1/14/2022

Task #: 110266 - HEARING BOARD - 2/14/2022
7/29/22 MADE CONTACT WITH RANDALL C.LISCO ON PROPERTY. A LADY WAS STANDING OUTSIDE SAID HER HUSBAND OWNED THE PROPERTY WHEN I ASKED HER FOR A NAME. HE CAME OUT AND TALKED TO ME. I LET HIM KNOW HE WAS IN VIOLATION.I MENTIONED A LETTER WAS SENT THROUGH THE MAIL ABOUT THE VIOLATION. HE SAID HE NEEDS HELP CLEANING IT UP. HE HAS NO VEHICLE OR ANY WAY TO DO IT. I TOLD HIM ABOUT HOW ABATEMENT HEARINGS WORK. HE HAD GIVEN ME HIS NAME WHEN ASKED BUT HE SAID HE HAD NO PHONE.
1/19/23 INSPECTED - OBSERVED TRASH, PLYWOOD, (10) TIRES, PLASTIC ITEMS, BUCKETS, METAL AND OTHER ITEMS ON PROPERTY. ONGOING SINCE FEBUARY 2022. WILL PURSUE LEGAL ACTION

Task #: 110267 - ACCUMULATED ITEMS - 2/14/2022
WENT BY TO REINSPECT PROPERTY 1/12/22 (AI) STILL IN FRONT OF PROPERTY. NOTHING HAS BEEN DONE, SENT TO LEGAL FOR COMPLAINT.

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
PHOTOGRAPHS TAKEN BY JACOB LEOS

"With regard to the photographs in **Exhibits H-3, H-4, H-5, and H-6** I am familiar with and recognize the scene depicted in the photographs. On July 18, 2022, January 12, 2023, January19, 2023, and February 23, 2023 , I inspected the property described as:

> **LT 10 BK 2 SETTLES ACQ 030708 BLK/TRACT 2 0.169 ACRES** of Big Spring, Howard County, Texas, also known as **1705 JENNINGS**, Big Spring, Texas

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

SIGNED on the 23rd day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 23rd day of JANUARY, 2023 by the above referenced Affiant.

MIRANDA JANAE [illegible]LA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT H-3

7/18/22





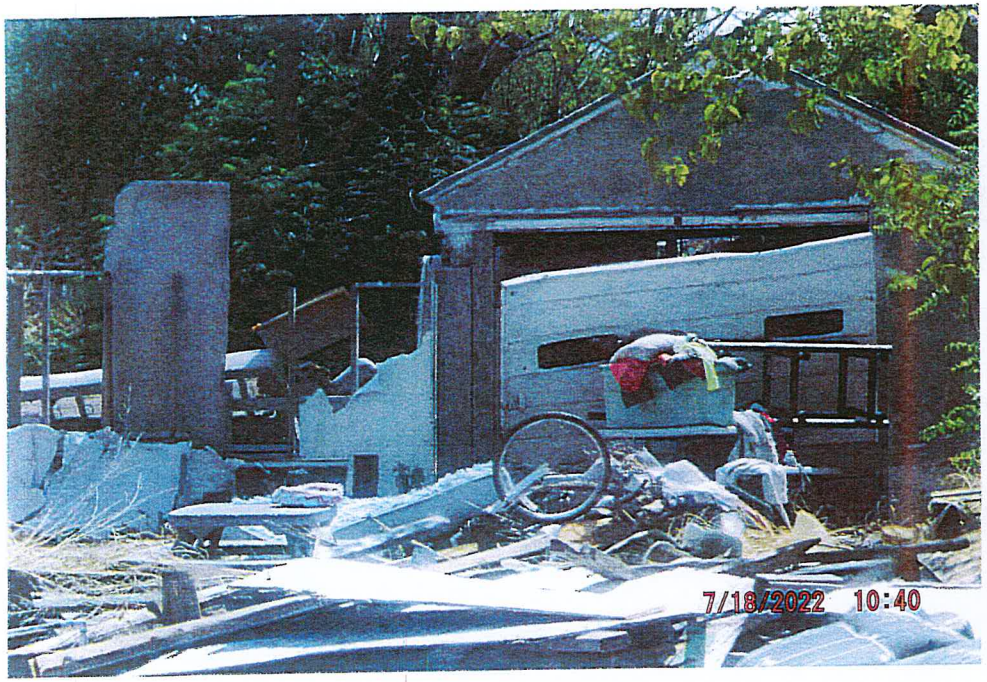




EXHIBIT H-4


1/12/2022 16:06


1/12/2022 16:06


1/12/2022 16:07

EXHIBIT H-5

1/19/23







EXHIBIT H-6

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY JACOB LEOS

"The document in **Exhibit H-7** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit H-8** is also attached.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE B...
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT H-7

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1705 JENNINGS ST
Lot: 10 BK: 2 SETTLES 1012

February 14, 2022

Case No: 69480

LISCO COLLIN RANDALL
1705 JENNINGS ST
BIG SPRING TX 79720-5830

Sent via: First Class US Mail

The City of Big Spring has determined that the following section of the **Property Maintenance Code (PMC) of Big Spring** has been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.1 Sanitation	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
There are several items (sofas, furniture, wood, appliance, trash and other misc. items) on the property that need to be removed and taken out of public view. **f problem persists, criminal charges will be filed against you in a court of law.**	Seven (7) days from date of mailing

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

Issued by

Jacob Leos	Code Compliance
Name	*Department*
432-264-2502	jleos@mybigspring.com
Phone	*E-mail*

Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Jacob Leos
Code Compliance Officer
City of Big Spring, Texas

BIG SPRING TEXAS

Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

1705 JENNINGS, BIG SPRING, TEXAS 79720
Lot: 10 BK 2 SETTLES
ACQ 030708 BLK/TRACT 2 0.169 ACRES

February 10th, 2023

LISCO COLLIN RANDALL
1705 JENNINGS STREET
BIG SPRING TX 79720-5830

Sent via: First Class US Mail and Certified Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and the **Big Spring Zoning Ordinance** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code	
Sec. 302.1 Sanitation.	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.
Sec. 302.4 Weeds	The premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches.
Sec. 302.5 Rodent harborage.	The exterior of the property is not being kept free from rodent harborages.
Sec. 308.1. Accumulation of rubbish or garbage.	Exterior property and premises…shall be free from any accumulation of rubbish or garbage.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
This property has overgrown weeds or plant growth in excess of 12 inches that need maintenance. The premises is littered with trash, plywood, excessive amount of tires, plastic items, buckets, metal, sofas, furniture, wood, appliances and several other accumulated items that need to be removed from the property.	Seven (7) days from date of mailing

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

Issued by

Jacob Leos	Code Compliance
Name	*Department*
432-264-2502	jleos@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **February 23rd, 2023**at **5:30 p.m.** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION 9.02. - Rules; oral evidence; admissibility of evidence; exclusion of evidence; rights of parties.

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

(c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(e) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;

2. To introduce documentary and physical evidence;

3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;

4. To impeach any witness regardless of which party first called him to testify;

5. To rebut the evidence against him;

6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Code Official's order is upheld by the Hearing Board, you may appeal its ruling to the District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall be final.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Jacob Leos, Code Enforcement
City of Big Spring, Texas

EXHIBIT H-8

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **February 23, 2023**, attached as **Exhibit H-9**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 10, 2023.

This notice was also published in the Big Spring Herald on February 11, 2023."

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT H-9

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING
CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON FEBRUARY 23, 2023, AT 5:30 P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC

2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON T. COREA

406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALAN AND DELIA CANTU

2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 A & B BK6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 6 0.156 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER

2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE

2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY WHITE

1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KENT IVEY

1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MAYHALL ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL

1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIPSA RODRIGUEZ

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES– OWNER: GINA HERNDERSON

1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES– OWNER: DONNA BERRY

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017– OWNER: MAURICE VILLAREAL

709 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES– OWNER: CHRISTIAN SPIVEY

1223 E 16 TH , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 17 K 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES – OWNER: SUSAN & DAVID KING; JUDITH TREECE

1705 JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES– OWNER: RANDALL COLLIN

627 STATE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES– OWNER: MARY HERRERA

2606 LARRY, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022– OWNER: SANDRA GAY WALL BAIR

1004 E 12 TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES– OWNER: CAROLE J STEVENS

700 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019– OWNER: JELICIA MARTIN

1500 LINCOLN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES– OWNER: EDDIE ALVARADO

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEASE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna, Building Official, City of Big Spring


2023. 2. 10 13:20

1708 OWENS STREET

CODE OFFICER: JACOB LEOS

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF
CONCERNING 1708 OWENS STREET

BEFORE ME, the undersigned authority, on this day, personally appeared **JACOB LEOS**, who, being by me duly sworn, deposed as follows:

"My name is **JACOB LEOS**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1708 OWENS STREET**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16TH day of FEBRUARY 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of FEBRUARY 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
CONCERNING THE IDENTITY AND ADDRESS OF
OWNER, LIENHOLDER, OR MORTGAGEE

"I made a reasonable effort to determine the identity and address of an owner, lienholder, or mortgagee of the property described as:

LT 14 BK 2 GORDON ACQ 070204 BLK/TRACT 2 0.163 acres of Big Spring, Howard County, Texas, also known as **1708 OWENS STREET**, Big Spring, Texas

by searching the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

Using the above-described records, I verified that **DONNA LEE BERRY-WILLIAMS** is the owner of the property located at the above-described premises and their mailing address is **1708 OWENS STREET**, Big Spring, Howard County, Texas, as shown in **Exhibit I-1**.

SIGNED on the 16TH day of FEBRUARY, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of FEBRUARY, 2023 by the above referenced Affiant.

Notary Public, State of Texas

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 132739241

EXHIBIT I-1

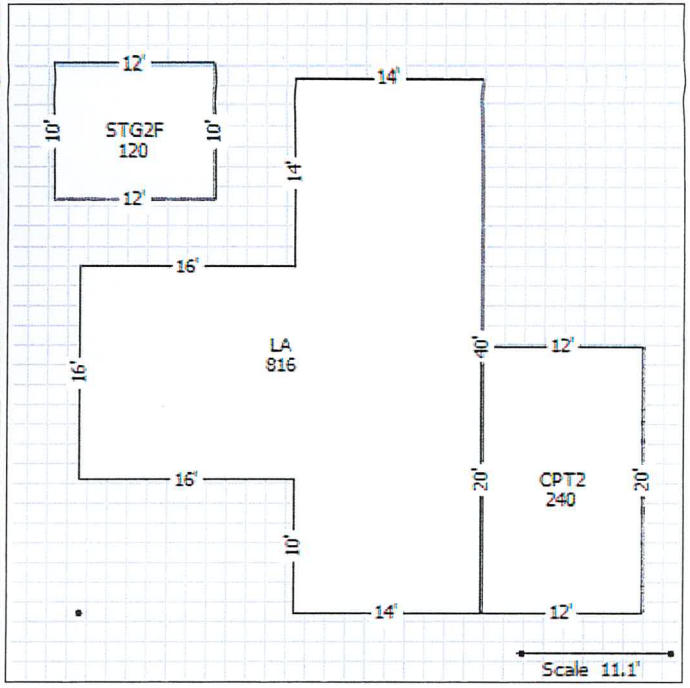
Ownership

BERRY DONNA LEE
1708 OWENS ST
BIG SPRING, TX 79720-5654

Exemptions/Deed

VOL: 938
PAGE: 91
DATE: 7/2/2004





Legal Information

LEGAL: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES
SITUS: 1708 OWENS
ACRES:0.163
ALT:4792
AREF:4792.1

UNCERTIFIED

Appraisal Coding

Appr By	TG	Appr Dt	11/09/21
Check By		Check Dt	

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
7/2/04		938	91	0	7/2/04	++++++	++++++	BERRY DONNA LEE	OLYER GARY
1/23/97		0748	694	0	7/2/04	++++++	++++++	OLYER GARY	WATKINS EVA MARIE

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Value
A-LIVING AREA	Y	1929/NA	RS2F	816	92.22	75,252	0	PO -90%		0%	0%	0%	100%	0%	-90.0%	7,525
CPT2-CARPORT AVERAGE	Y	1929/NA	RS2F	240	9.79	2,350	0	PO -90%		0%	0%	0%	100%	0%	-90.0%	235
STG2F-AVG QUALITY ST	Y	1929/NA	RS2F	120	11.00	1,320	0	PO -90%		0%	0%	0%	100%	0%	-90.0%	132
				1,176		78,922	0									7,892

SQFT MA: 816 MKT CSF MA: 13.961 CSF IMPR: 9.672 LOC CODE: GD

Feature Code	Cpsf / Value
AST-1 STORY	0
AUT-ALL	0
CRM-COMPOSITION	0
FET-FRAME	0
GRT-GABLE	0
MHC-MOIST AIR	0
PFN-PIER AND BE	0
1BT-1 BATH	0
	0

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
F18	50.0 FF/50.0 RF/142.0 DF LOTS	70.0		70.00		0%		Y	3,500	A1						0
									3,500							

Comments

	2023	Ptd	Change +/-	Prior 2022	Ptd
Impr Homesite +	7,892	A1	0	7,892	A1
Land Homesite +	3,500	A1	0	3,500	A1
Total Market =	11,392		0	11,392	
Hs Cap Loss -	293		0	293	
Assessed =	11,099		0	11,099	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
01H HOWARD COUNTY	5,000	6,099	.3275450		19.98
02B CITY OF BIG SPRING	10,000	1,099	.6731630		7.40
03B BIG SPRING ISD	11,099	0	1.0160000	2005	0.00
052 HOWARD COLLEGE	5,000	6,099	.2367770		14.44
** ESTIMATED TOTAL					41.82

Nbh Coding

Misc Coding
BSISDE
GD22

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
1708 OWENS STREET CASE NOTES

"This record, attached as **Exhibit I-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16TH day of FEBRUARY, 2023.

_____
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of FEBRUARY, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

_____
Notary Public, State of Texas

EXHIBIT I-2

09-30-2022 03:09 PM INCIDENT NOTES REPORT

INCIDENT #: 71115 ORIG. DATE:

INCIDENT CODE: 300-0006 ACCUML ITEM

PROPERTY: 1708 OWENS ST

NOTES

Incident Notes:

9/16/22 INPECTED PROPERTY. PROPERTY HAS ACCUMULATION OF ITEMS INCLUDING DOORS, BOARDS, TUBS, CONTAINERS, BASKETS, WOOD, TRASH, SHEET METAL, BLANKETS, TRAPS, SOFAS, CHAIRS, CAMPER/TRAILER (WITH BROKEN WINDOWS AND DOOR ENTRANCE), AND MANY MORE ITEMS. THERE IS ALSO A CAMPER/TRAILER (IN POOR CONDITION WITH BROKEN WINDOWS) THAT HAS BEEN ADDED TO SIDE OF THIS PROPERTY ON EMPTY LOT NEXT DOOR. THIS WAS PART OF A PREVIOUS ABATEMENT AND MOVED HERE ON SEPT. 13TH 2022. WILL SEND NOTICE.

Task #: 112601 - INSPECT ACCUMULATED - 9/19/2022

9/30/22 INSPECTED PROPERTY. THE PROPERTY HAS MORE ITEMS ADDED TO IT SINCE MY INSPECTION ON 9/16/22. WILL FILE COMPLAINT WITH LEGAL

Task #: 112602 - ACCUMULATED ITEMS - 9/19/2022

INCIDENT #: 71126 ORIG. DATE:
INCIDENT CODE: 300-0006 ACCUML ITEM
PROPERTY: 1708 OWENS ST

NOTES

Incident Notes:
9/16/22 INPECTED PROPERTY. PROPERTY HAS ACCUMULATION OF ITEMS INCLUDING DOORS, BOARDS, TUBS, CONTAINERS, BASKETS, WOOD, TRASH, SHEET METAL, BLANKETS, TRAPS, SOFAS, CHAIRS, CAMPER/TRAILER (WITH BROKEN WINDOWS AND DOOR ENTRANCE), AND MANY MORE ITEMS. THERE IS ALSO A CAMPER/TRAILER (IN POOR CONDITION WITH BROKEN WINDOWS) THAT HAS BEEN ADDED TO SIDE OF THIS PROPERTY ON EMPTY LOT NEXT DOOR. THIS WAS PART OF A PREVIOUS ABATEMENT AND MOVED HERE ON SEPT. 13TH 2022. WILL SEND NOTICE.
9/30/22 INSPECTED PROPERTY. THE PROPERTY HAS MORE ITEMS ADDED TO IT SINCE MY INSPECTION ON 9/16/22. WILL FILE COMPLAINT WITH LEGAL

Task #: 112621 - INSPECT ACCUMULATED - 9/20/2022

Task #: 112622 - ACCUMULATED ITEMS - 9/20/2022

INCIDENT #: 71124 ORIG. DATE:
INCIDENT CODE: 300-0008 RODENT
PROPERTY: 1708 OWENS ST

NOTES

Incident Notes:
9/16/22 There are accumulated items on property that present conditions for rat harborage. Will send notice. If problem persists criminal charges will be filed.

Task #: 112617 - INSPECT - 9/20/2022

Task #: 112618 - RODENT CONTROL - 9/20/2022

INCIDENT #: 71125 ORIG. DATE:
INCIDENT CODE: 300-0008 RODENT
PROPERTY: 1708 OWENS ST

NOTES

Incident Notes:
9/16/22 There are accumulated items on property that present conditions for rat harborage. Will send notice. If problem persists criminal charges will be filed.

Task #: 112619 - INSPECT - 9/20/2022

Task #: 112620 - RODENT CONTROL - 9/20/2022

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
PHOTOGRAPHS TAKEN BY JACOB LEOS

"With regard to the photographs in **Exhibits I-3, I-4 and I-5** I am familiar with and recognize the scene depicted in the photographs. On January 18, 2023, and February 23, 2023, I inspected the property described as:

> **LT 14 BK 2 GORDON ACQ 070204 BLK/TRACT 2 0.163 acres** of Big Spring, Howard County, Texas, also known as **1708 OWENS STREET**, Big Spring, Texas

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

SIGNED on the 23RD day of FEBRUARY, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 23RD day of FEBRUARY, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT I-3


9/16/2022 12:18


9/16/2022 12:18


9/16/2022 12:18


9/16/2022 12:19


9/16/2022 12:19


9/16/2022 12:19


BEWARE
9/16/2022 12:19


PRIVATE
BIG SPRING HERALD
9/16/2022 12:20


1706
9/16/2022 12:21


9/16/2022 12:21


9/16/2022 12:21


9/16/2022 12:21


9/16/2022 12:21


9/16/2022 12:22

EXHIBIT I-4


9/29/2022 14:16


9/29/2022 14:17


9/29/2022 14:17


9/29/2022 14:17


9/29/2022 14:18

EXHIBIT I-5

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY JACOB LEOS

"The document in **Exhibit I-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit I-7** is also attached.

SIGNED on the 16TH day of FEBRUARY, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of FEBRUARY, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT I-6

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1708 OWENS ST
Lot: 14 BK: 2

September 19, 2022 Case No: 71115

DONNA LEE BERRY-WILLIAMS
1708 OWENS
BIG SPRING TX 79721-0204

Sent via: First Class US Mail

The City of Big Spring has determined that the following section of the **Property Maintenance Code (PMC) of Big Spring** has been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.1 Sanitation	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
THERE IS AN ACCUMULATION OF ITEMS ON THIS PROPERTY (INCLUDING DOORS, BOARDS, TUBS, CONTAINERS, BASKETS, WOOD, TRASH, SHEET METAL, BLANKETS, TRAPS, SOFAS, CHAIRS, CAMPER/TRAILER (WITH BROKEN WINDOWS AND BROKEN DOOR ENTRANCE), AND MANY MORE OTHER ITEMS. THERE IS ALSO A CAMPER/TRAILER (IN POOR CONDITION WITH BROKEN WINDOWS) THAT HAS BEEN ADDED TO BACK CORNER OF THIS PROPERTY. ALL THESE ITEMS NEED TO BE REMOVED AND TAKEN OUT OF PUBLIC VIEW OR CRIMINAL CHARGES WILL BE FILED.	Seven (7) days from date of mailing

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

Issued by

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,



Code Compliance
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1708 OWENS ST
Lot: 14 BK: 2

September 20, 2022 Case No: 71124

DONNA LEE BERRY-WILLIAMS
1708 OWENS ST.
BIG SPRING TX 79721-0204

Sent via: First Class US Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and **Big Spring City Code Chapter 36** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.5 Rodent Harborage	Structures and exterior property shall be kept free from rodent harborage and infestation.
Big Spring City Code Sec. 36-62. Dumping, accumulating, etc., garbage and trash so as to afford food or harborage for rats.	No garbage, rubbish, waste, or manure shall be placed, left, dumped, or permitted to accumulate or remain in any building or premises in the city so that the same shall or may afford food for or a harboring or breeding place for rats.
Big Spring City Code Sec. 36.63 Accumulations of lumber, boxes, barrels, etc.	It shall be unlawful for any person to permit to accumulate on any premises, improved or unimproved, or on any open lot or alley in the city any lumber, boxes, barrels, bricks, or stones or similar materials that may be permitted to remain thereon, and that may be used as harborage by rats, unless same are placed on open racks and elevated not less than 18 inches above the ground with a clear intervening space beneath, to prevent the harborage of rats.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL. Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Code Official
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

1708 OWENS, BIG SPRING, TEXAS 79720
Lot: 14 BK 2 GORDON
ACQ 070204 BLK/TRACT 2 0.163 ACRES

February 13, 2023

DONNA BERRY
1708 OWENS
BIG SPRING TX 79720

Sent via: First Class US Mail and Certified Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and the **Big Spring Zoning Ordinance** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code	
Sec. 302.1 Sanitation.	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.
Sec. 302.5 Rodent harborage.	The exterior of the property is not being kept free from rodent harborages.
Sec. 308.1. Accumulation of rubbish or garbage.	Exterior property and premises…shall be free from any accumulation of rubbish or garbage.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
The premises is littered with trash, wood, junk, blankets, sofas, camper/trailer with broken windows/broken door enterance that was ordered removal on a previous abatement, doors, boards, tubs, containers, baskets, traps, chairs, sheet metal, matresses, tires, tvs and several other accumulated items that need to be removed from the property. The accumulation of these items provide harborage and/or food to rodents and other vermin that need to be removed as well.	Seven (7) days from date of mailing

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

Issued by

Jacob Leos	Code Compliance
Name	*Department*
432-264-2502	jleos@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **February 23rd, 2023**at **5:30 p.m.** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION 9.02. - Rules; oral evidence; admissibility of evidence; exclusion of evidence; rights of parties.

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

(c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(e) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;

2. To introduce documentary and physical evidence;

3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;

4. To impeach any witness regardless of which party first called him to testify;

5. To rebut the evidence against him;

6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Code Official's order is upheld by the Hearing Board, you may appeal its ruling to the District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall be final.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section

250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

_____

Jacob Leos, Code Enforcement
City of Big Spring, Texas

EXHIBIT I-7

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **FEBRUARY 23, 2023**, attached as **Exhibit I-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 10, 2023.

This notice was also published in the Big Spring Herald on February 11, 2023."

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT I-8

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING
CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON FEBRUARY 23, 2023, AT 5:30 P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC

2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON T. COREA

406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALAN AND DELIA CANTU

2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 A & B BK6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 6 0.156 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER

2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE

2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY WHITE

1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KENT IVEY

1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MAYHALL ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL

1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIPSA RODRIGUEZ

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES– OWNER: GINA HERNDERSON

1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES– OWNER: DONNA BERRY

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017– OWNER: MAURICE VILLAREAL

709 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES– OWNER: CHRISTIAN SPIVEY

1223 E 16 TH , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 17 K 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES – OWNER: SUSAN & DAVID KING; JUDITH TREECE

1705 JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES– OWNER: RANDALL COLLIN

627 STATE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES– OWNER: MARY HERRERA

2606 LARRY, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022– OWNER: SANDRA GAY WALL BAIR

1004 E 12 TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES– OWNER: CAROLE J STEVENS

700 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019– OWNER: JELICIA MARTIN

1500 LINCOLN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES– OWNER: EDDIE ALVARADO

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEASE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna, Building Official, City of Big Spring


PRIVATE
PROPERTY
NO TRESPASSING
BIG SPRING
2023. 2.10 13:22

2201 JOHNSON STREET

CODE OFFICER: MALISSA GARCIA

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF MALISSA GARCIA
CONCERNING 2201 JOHNSON

BEFORE ME, the undersigned authority, on this day, personally appeared **MALISSA GARCIA**, who, being by me duly sworn, deposed as follows:

"My name is **MALISSA GARCIA**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **2201 JOHNSON**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
CONCERNING THE IDENTITY AND ADDRESS OF
OWNER, LIENHOLDER, OR MORTGAGEE

"I made a reasonable effort to determine the identity and address of an owner, lienholder, or mortgagee of the property described as:

LTS 11-12 BK 42 COLLEGE HEIGHTS 1427 1428 BLK/TRACT 0.321 ACRES Addition of Big Spring, Howard County, Texas, also known as **2201 JOHNSON**, Big Spring, Texas

by searching the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

Using the above-described records, I verified that **ESTATE OF SHIRLEY WHITE** is the owner of the property located at the above-described premises and their mailing address is , Big Spring, Howard County, Texas, as shown in **Exhibit J-1**.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-20[illegible]
Notary ID 13[illegible]

Notary Public, State of Texas

EXHIBIT J -1

HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000003025 Geo ID : B2910037000

Ownership

WHITE SHIRLEY

P.O. BOX 1512
BIG SPRING, TX 79721-1512

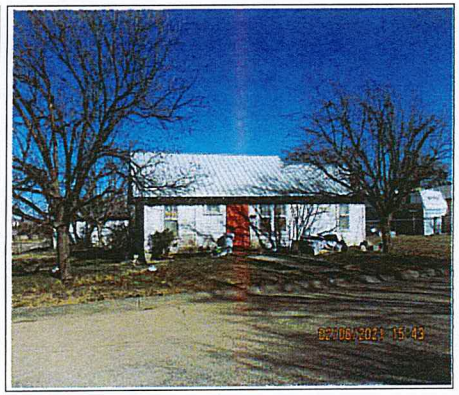
Exemptions/Deed

VOL: 0744
PAGE: 768
DATE: 3/10/1997

Legal Information

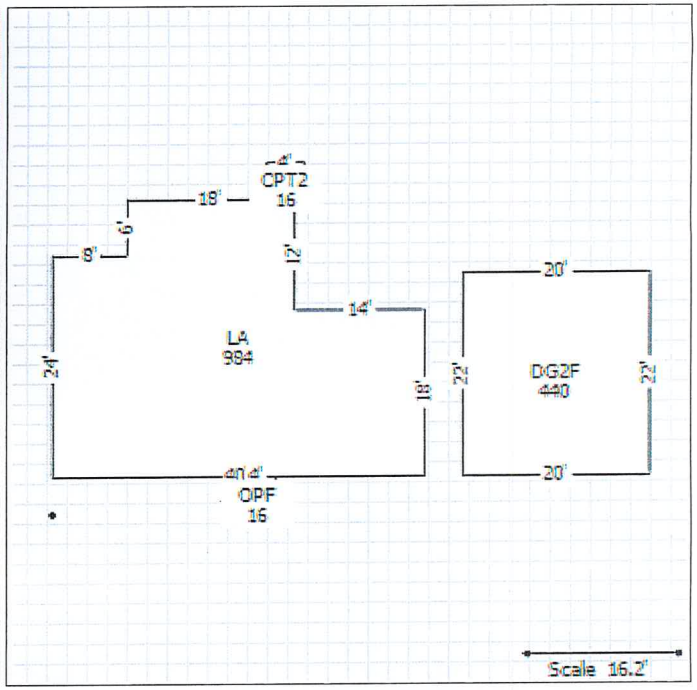
LEGAL: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TRACT 42 0.321 ACRES
SITUS: 2201 JOHNSON
ACRES:0.321
ALT:3025
XREF:3025.1

UNCERTIFIED



Appraisal Coding

Appr By CT Appr Dt 02/08/21
Check By Check Dt



Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
3/10/97		0744	768	0	3/10/97	++++++	++++++	WHITE SHIRLEY	AVANT MABEL ESTATE

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition %	Fn%	Ec%	Cpl%	Loc%	Net Adj%		Value
LA-LIVING AREA	Y	1940/NA	RS3F	984	105.37	103,684	0	FA -75%	0%	0%	0%	100%	0%	-75.0%	*	25,921
OPF-OPEN PORCH / PAT	Y	1940/NA	RS3F	16	6.32	101	0	FA -75%	0%	0%	0%	100%	0%	-75.2%	*	25
CPT2-CARPORT AVERAGE	Y	1940/NA	RS3F	16	9.79	157	0	FA -75%	0%	0%	0%	100%	0%	-75.2%	*	39
DG2F-DETACHED GARAGE	Y	2005/NA	RS3F	440	54.02	23,769	0	FA -22%	0%	0%	0%	100%	0%	-22.0%	*	18,540
				1,456		127,711	0									44,525

SQFT MA: 984 MKT CSF MA: 52.363 CSF IMPR: 45.249 LOC CODE: GE

Feature Code	Cpsf / Value
AST-1 STORY	0
AUT-ALL	0
EHC-WALL	0
FET-FRAME	0
GRT-GABLE	0
PFN-PIER AND BE	0
1BT-1 BATH	0
IRM-METAL ROOF	0
	0

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
LFF18	100.0 FF/100.0 RF/140.0 DF LOTS	70.0		70.00		0%		Y	7,000	A1						
									7,000							0

Comments

	2023	Ptd	Change +/-	Prior 2022	Ptd
Impr Homesite +	44,525	A1	-213	44,738	A1
Land Homesite +	7,000	A1	0	7,000	A1
Total Market =	51,525		-213	51,738	
Assessed =	51,525		-213	51,738	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
01H HOWARD COUNTY	0	51,525	.3275450		168.77
02B CITY OF BIG SPRING	0	51,525	.6731630		346.85
03B BIG SPRING ISD	0	51,525	1.0160000		523.49
052 HOWARD COLLEGE	0	51,525	.2367770		122.00
** ESTIMATED TOTAL					1,161.11

Nbh Coding

Misc Coding
BSISDE
GE22

User PERMITS2 Print Date 1/17/2023 12:13:25 PM Property ID : R000003025 Geo ID : B2910037000 Quick Link :

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
2201 JOHNSON CASE NOTES

"This record, attached as **Exhibit J-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT J -2

TASK #: 114142
TASK CODE: INSPECT ACCUMULATED
PROPERTY: 2201 JOHNSON ST

ORIG. DATE:
DUE DATE:

NOTES

Incident Notes:

Task #: 114142 - INSPECT ACCUMULATED - 1/10/2023
went by this property and there are 2 structures that are in good shape
there is just so much accumulation around the house and alley area: there
is tree limb piles, household appliances, furniture and tons of trash
scattered throughout the yard and needs to be cleaned up

Task #: 114143 - ACCUMULATED ITEMS - 1/10/2023

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
PHOTOGRAPHS TAKEN BY MALISSA GARCIA

"With regard to the photographs in **Exhibits J-3, J-4 and J-5** I am familiar with and recognize the scene depicted in the photographs. On January 3, 2022, and September 7, 2022 , I inspected the property described as:

> **LTS 11-12 BK 42 COLLEGE HEIGHTS 1427 1428 BLK/TRACT 0.321 ACRES** Addition of Big Spring, Howard County, Texas, also known as **2201 JOHNSON**, Big Spring, Texas

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

SIGNED on the 23RD day of JANUARY, 2023.

M Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 23RD day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT J -3


12/19/2022 17:18


12/19/2022 17:18


12/19/2022 17:20


12/19/2022 17:18


12/19/2022 17:18


12/19/2022 17:21

EXHIBIT J -4


1/17/2023 12:38


1/17/2023 12:38


1/17/2023 12:39


1/17/2023 12:39

EXHIBIT J -5

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT MALISSA GARCIA

"The document in **Exhibit J-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit J-7** is also attached.

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT J -6

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

2201 JOHNSON ST
Lot: 11-12 BK: 42 COLLEGE HEIGHTS 1427 1428

January 10, 2023

Case No: 72036

SHIRLEY WHITE
PO BOX 1512
BIG SPRING TX 79721

Sent via: First Class US Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.4 Weeds	Premises and exterior property not maintained free from weeds or plant growth in excess of 12 inches (not including shrubs, trees or cultivated flowers).

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
High weeds and grass, needs to be mowed to the center of the easement including alley and curb line. This is the only notice you will receive for the next 12 months. If problem persists, criminal charges will be filed.	Seven (7) days from date of mailing

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

Issued by

MALISSA GARCIA	Code Compliance
Name	*Department*
(432)264-2506	mgarcia@mybigspring.com
Phone	*E-mail*

property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

M. Garcia

Code Compliance Officer
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

2201 JOHNSON ST
Lot: 11-12 BK: 42 COLLEGE HEIGHTS 1427 1428

January 10, 2023

Case No: 72037

SHIRLEY WHITE
PO BOX 1512
BIG SPRING TX 79721

Sent via: First Class US Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and **Big Spring City Code Chapter 36** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.5 Rodent Harborage	Structures and exterior property shall be kept free from rodent harborage and infestation.
Big Spring City Code Sec. 36-62. Dumping, accumulating, etc., garbage and trash so as to afford food or harborage for rats.	No garbage, rubbish, waste, or manure shall be placed, left, dumped, or permitted to accumulate or remain in any building or premises in the city so that the same shall or may afford food for or a harboring or breeding place for rats.
Big Spring City Code Sec. 36.63 Accumulations of lumber, boxes, barrels, etc.	It shall be unlawful for any person to permit to accumulate on any premises, improved or unimproved, or on any open lot or alley in the city any lumber, boxes, barrels, bricks, or stones or similar materials that may be permitted to remain thereon, and that may be used as harborage by rats, unless same are placed on open racks and elevated not less than 18 inches above the ground with a clear intervening space beneath, to prevent the harborage of rats.

250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL. Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

M. Garcia

Code Official
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

2201 JOHNSON ST
Lot: 11-12 BK: 42 COLLEGE HEIGHTS 1427 1428

January 10, 2023 Case No: 72038

SHIRLEY WHITE
PO BOX 1512
BIG SPRING TX 79721

Sent via: First Class US Mail

The City of Big Spring has determined that the following section of the **Property Maintenance Code (PMC) of Big Spring** has been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.1 Sanitation	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
There are several items (appliances, furniture and tons of trash) that need to be removed from public view. This is the only notice you will receive for the next 12 months. If problem persists, criminal charges will be filed.	Seven (7) days from date of mailing

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

Issued by

MALISSA GARCIA	Code Compliance
Name	*Department*
(432)264-2506	mgarcia@mybigspring.com
Phone	*E-mail*

https://codes.iccsafe.org/codes/i-codes.

Sincerely,

M. Garcia

Code Compliance Officer
City of Big Spring, Texas

EXHIBIT J -7

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **February 23, 2023**, attached as **Exhibit J-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 13, 2023.

This notice was also published in the Big Spring Herald on February 11, 2023."

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT J -8

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING
CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON FEBRUARY 23, 2023, AT 5:30 P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC

2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON T. COREA

406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALAN AND DELIA CANTU

2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 A & B BK6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 6 0.156 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER

2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE

2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY WHITE

1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KENT IVEY

1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MAYHALL ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL

1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIPSA RODRIGUEZ

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES– OWNER: GINA HERNDERSON

1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES– OWNER: DONNA BERRY

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017– OWNER: MAURICE VILLAREAL

709 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES– OWNER: CHRISTIAN SPIVEY

1223 E 16 TH , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 17 K 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES – OWNER: SUSAN & DAVID KING; JUDITH TREECE

1705 JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES– OWNER: RANDALL COLLIN

627 STATE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES– OWNER: MARY HERRERA

2606 LARRY, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022– OWNER: SANDRA GAY WALL BAIR

1004 E 12 TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES– OWNER: CAROLE J STEVENS

700 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019– OWNER: JELICIA MARTIN

1500 LINCOLN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES– OWNER: EDDIE ALVARADO

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEASE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna, Building Official, City of Big Spring


2201
2023. 2. 10 13:28

2204 JOHNSON

CODE OFFICER: MALISSA GARCIA

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF MALISSA GARCIA
CONCERNING 2204 JOHNSON

BEFORE ME, the undersigned authority, on this day, personally appeared **MALISSA GARCIA**, who, being by me duly sworn, deposed as follows:

"My name is **MALISSA GARCIA**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **2204 JOHNSON**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Mi Barela
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
CONCERNING THE IDENTITY AND ADDRESS OF
OWNER, LIENHOLDER, OR MORTGAGEE

"I made a reasonable effort to determine the identity and address of an owner, lienholder, or mortgagee of the property described as:

LT 4 OF BK 43 COLLEGE HEIGHTS 0.321 ACRES of Big Spring, Howard County, Texas, also known as **2204 JOHNSON**, Big Spring, Texas

by searching the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

Using the above-described records, I verified that **ESTATE OF SHIRLEY WHITE** is the owner of the property located at the above-described premises and their mailing address is **2204 JOHNSON**, Big Spring, Howard County, Texas, as shown in **Exhibit K-1**.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

Notary Public, State of Texas

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 132739241

EXHIBIT K-1

HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000003027 Geo ID : B2910037200

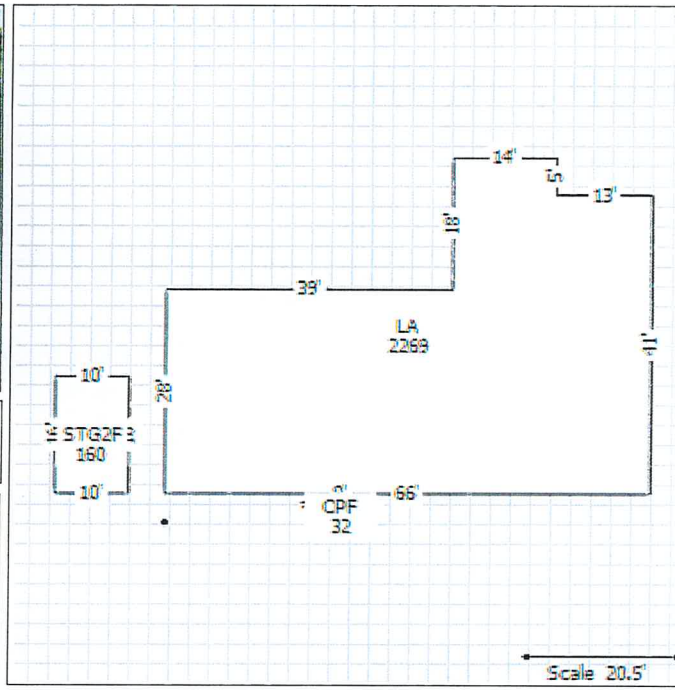
Ownership

WHITE SHIRLEY J

PO BOX 1512
BIG SPRING, TX 79721-1512

Exemptions/Deed





Legal Information

LEGAL: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES
SITUS: 2204 JOHNSON
ACRES:0.321
ALT:3027
XREF:3027.1

UNCERTIFIED

Appraisal Coding

Appr By CT Appr Dt 02/08/21
Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%		Value
LA-LIVING AREA	Y	1928/NA	RS3F	2,269	84.04	190,687	0	VP -95%		0%	0%	0%	100%	0%	-95.0%	*	9,534
CPF-COVERED PORCH FR	Y		RS3F	32	12.61	403	0	-90%		0%	0%	0%	100%	0%	-90.1%	*	40
STG2F-AVG QUALITY ST	Y		RS3F	160	11.00	1,760	0	-90%		0%	0%	0%	100%	0%	-90.0%	*	176
* EXTRA FEATURES							14630										732
				======		=======	======										=======
				2,461		192,850	14,630										10,482

SQFT MA: 2269 MKT CSF MA: 9.245 CSF IMPR: 4.62 LOC CODE: GE

Feature Code	Cpsf / Value
AST-1 STORY	
AUT-ALL	
CRM-COMPOSITION	
EHC-WALL	
FET-FRAME	
GRT-GABLE	
PFN-PIER AND BE	
2BT-2 BATHS	73
	======
	73

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
LFF18	100.0 FF/100.0 RF/140.0 DF LOTS	70.0		70.00		0%		Y	7,000	A1						
									=======							======
									7,000							0

Comments

	2023	Ptd	Change +/-	Prior	2022	Ptd
Impr Homesite +	10,482	A1	-635	11,117		A1
Impr Non Homesite +	3,494	A1	67	3,427		A1
Land Homesite +	7,000	A1	0	7,000		A1
Total Market =	20,976		-568	21,544		
Assessed =	20,976		-568	21,544		

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
01H HOWARD COUNTY	0	20,976	.3275450		68.71
02B CITY OF BIG SPRING	0	20,976	.6731630		141.20
03B BIG SPRING ISD	0	20,976	1.0160000	1999	213.12
052 HOWARD COLLEGE	0	20,976	.2367770		49.67
** ESTIMATED TOTAL					=======
					472.70

Nbh Coding	Misc Coding
HSAPPNOT21	BSISDE
HSAPPNOT22	GE22

User PERMITS2 Print Date 1/17/2023 12:11:03 PM Property ID : R000003027 Geo ID : B2910037200 Quick Link :

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
2204 JOHNSON CASE NOTES

"This record, attached as **Exhibit K-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT K-2

TASK #: 113838 ORIG. DATE: 1

TASK CODE: INSPECT SUBSTANDARD DUE DATE: 1

PROPERTY: 2204 JOHNSON ST

NOTES

Incident Notes:

Task #: 113838 - INSPECT SUBSTANDARD - 12/20/2022

BEEN BY THE HOUSE AND NOTHING HAS BEEN DONE HAVE TONS OF ACCUMULATION. THERE ARE 3 STRUCTURES ON THIS PROPERTY THAT HAS NOT BEEN KEPT UP AND TRASH COMING OUT THE SIDE OF THE STORAGE STRUCTURES. TOOK PICTURES FROM ALLEY AND FRONT OF THE HOUSE

Task #: 113839 - SUBSTANDARD BLD - 12/20/2022

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
PHOTOGRAPHS TAKEN BY MALISSA GARCIA

"With regard to the photographs in **Exhibits K-3, K-4, K-5** I am familiar with and recognize the scene depicted in the photographs. On January 17, 2023, December 19, 2022, and February 23, 2023 , I inspected the property described as:

> **LT 4 OF BK 43 COLLEGE HEIGHTS 0.321 ACRES** of Big Spring, Howard County, Texas, also known as **2204 JOHNSON**, Big Spring, Texas

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

SIGNED on the 23RD day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 23RD day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT K-3


12/19/2022 17:13


12/19/2022 17:13

EXHIBIT K-4


1/17/2023 12:35


1/17/2023 12:36


1/17/2023 12:36


1/17/2023 12:37

EXHIBIT K-5

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY MALISSA GARCIA

"The document in **Exhibit K-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit K-7** is also attached.

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

NOTARY PUBLIC STATE OF TEXAS
MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT K-6

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

2204 JOHNSON ST
Lot: S/100 NE 4 OF BK: 43 COLLEGE HEIGHTS

December 20, 2022

Case No: 71848

SHIRLEY WHITE
PO BOX 1512
BIG SPRING TX 79721

Sent via: First Class US Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and **Big Spring City Code Chapter 36** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.5 Rodent Harborage	Structures and exterior property shall be kept free from rodent harborage and infestation.
Big Spring City Code Sec. 36-62. Dumping, accumulating, etc., garbage and trash so as to afford food or harborage for rats.	No garbage, rubbish, waste, or manure shall be placed, left, dumped, or permitted to accumulate or remain in any building or premises in the city so that the same shall or may afford food for or a harboring or breeding place for rats.
Big Spring City Code Sec. 36.63 Accumulations of lumber, boxes, barrels, etc.	It shall be unlawful for any person to permit to accumulate on any premises, improved or unimproved, or on any open lot or alley in the city any lumber, boxes, barrels, bricks, or stones or similar materials that may be permitted to remain thereon, and that may be used as harborage by rats, unless same are placed on open racks and elevated not less than 18 inches above the ground with a clear intervening space beneath, to prevent the harborage of rats.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
There are tons of accumulation that need to be removed from property	Seven (7) days from date of mailing

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

Issued by

MALISSA GARCIA	Code Compliance
Name	*Department*
(432)264-2506	mgarcia@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

FAILURE TO TAKE THE CORRECTIVE ACTION WITHIN THE DEADLINE MAY RESULT IN ABATEMENT BY THE CITY, CHARGING YOU AND/OR PROPERTY OWNER(S) WITH COSTS AND PENALTIES. If you fail to take the corrective action within the deadlines stated above, the City may initiate Proceedings to Abate. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section

250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL. Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

M. Garcia

Code Official
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

2204 JOHNSON ST
Lot: S/100 NE 4 OF BK: 43 COLLEGE HEIGHTS

December 20, 2022

Case No: 71853

SHIRLEY WHITE
2204 JOHNSON ST
BIG SPRING TX 79720-5513

Sent via: First Class US Mail

The City of Big Spring has determined that the following section of the **Property Maintenance Code (PMC) of Big Spring** has been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.1 Sanitation	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
There are several items (tons of trash, plant pots , clothes and tons of accumulated items) that need to be removed from property. This is the only notice you will receive for the next 12 months. If problem persists, criminal charges will be filed.	Seven (7) days from date of mailing

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

Issued by

MALISSA GARCIA	Code Compliance
Name	*Department*
(432)264-2506	mgarcia@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

FAILURE TO TAKE THE CORRECTIVE ACTION WITHIN THE DEADLINE MAY RESULT IN ABATEMENT BY THE CITY, CHARGING YOU AND/OR PROPERTY OWNER(S) WITH COSTS AND PENALTIES. If you fail to take the corrective action within the deadlines stated above, the City may initiate Proceedings to Abate. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

M. Garcia

Code Compliance Officer
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

2204 JOHNSON ST
Lot: S/100 NE 4 OF BK: 43 COLLEGE HEIGHTS

December 20, 2022 Case No: 71846

SHIRLEY WHITE
PO BOX 1512
BIG SPRING TX 79721

Sent via: First Class US Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.4 Weeds	Premises and exterior property not maintained free from weeds or plant growth in excess of 12 inches (not including shrubs, trees or cultivated flowers).

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
High weeds and grass, needs to be mowed to the center of the easement including alley and curb line. This is the only notice you will receive for the next 12 months. If problem persists, criminal charges will be filed.	Seven (7) days from date of mailing

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

Issued by

MALISSA GARCIA	Code Compliance
Name	*Department*
(432)264-2506	mgarcia@mybigpspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

FAILURE TO TAKE THE CORRECTIVE ACTION WITHIN THE DEADLINE MAY RESULT IN ABATEMENT BY THE CITY, CHARGING YOU AND/OR PROPERTY OWNER(S) WITH COSTS AND PENALTIES. If you fail to take the corrective action within the deadlines stated above, the City may proceed with abatement (taking the corrective action for you). If so, the City will send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

ANNUAL NOTICE FOR WEEDS. If a violation covered by this notice occurs before the first anniversary of the date of this notice, and the City had not been informed in writing by the owner of an ownership change, then the City, without further notice, may take the corrective action and charge the abatement costs to the owner and file the lien as above.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the

property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

M. Garcia

Code Compliance Officer
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

2204 JOHNSON, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: 4 OF BK 43 COLLEGE HEIGHTS
0.321 ACRES

February 13, 2023

ESTATE OF SHIRLEY WHITE
2204 JOHNSON
BIG SPRING, TX 79720

Sent via: First Class US Mail and Certified Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and the **Big Spring Zoning Ordinance** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code	
Sec. 302.1 Sanitation.	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.
Sec. 302.4 Weeds	The premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches.
Sec. 302.5 Rodent harborage.	The exterior of the property is not being kept free from rodent harborages.
Sec. 308.1. Accumulation of rubbish or garbage.	Exterior property and premises…shall be free from any accumulation of rubbish or garbage.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
The premises is littered with trash, plant pots, clothes, wood, tree trimmings, tree branches, trash coming out the sides of storage structures, and several other accumulated items that need to be removed from the property. The accumulation of these items provide harborage and/or food to rodents and other vermin that need to be removed as well. This property has overgrown weeds or plant growth in excess of 12 inches that need maintenance.	Seven (7) days from date of mailing

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

Issued by

Malissa Garcia	Code Compliance
Name	*Department*
432-264-2506	mgarcia@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for February 23rd, 2023 at 5:30 p.m. at the City Council Chambers located at 307 E 4th St., Big Spring, Texas 79720. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION 9.02. - Rules; oral evidence; admissibility of evidence; exclusion of evidence; rights of parties.

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

(c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(e) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;

2. To introduce documentary and physical evidence;

3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;

4. To impeach any witness regardless of which party first called him to testify;

5. To rebut the evidence against him;

6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Code Official's order is upheld by the Hearing Board, you may appeal its ruling to the District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall be final.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

M. Garcia

Malissa Garcia, Code Enforcement
City of Big Spring, Texas

EXHIBIT K-7

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **February 23, 2023**, attached as **Exhibit K-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 13, 2023.

This notice was also published in the Big Spring Herald on February 11, 2023."

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Miranda Barela
Notary Public, State of Texas

EXHIBIT K-8

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON FEBRUARY 23, 2023, AT 5:30 P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC

2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON T. COREA

406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALAN AND DELIA CANTU

2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 A & B BK6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 6 0.156 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER

2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE

2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY WHITE

1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KENT IVEY

1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MAYHALL ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL

1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIPSA RODRIGUEZ

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES– OWNER: GINA HERNDERSON

1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES– OWNER: DONNA BERRY

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017– OWNER: MAURICE VILLAREAL

709 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES– OWNER: CHRISTIAN SPIVEY

1223 E 16 TH , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 17 K 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES – OWNER: SUSAN & DAVID KING; JUDITH TREECE

1705 JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES– OWNER: RANDALL COLLIN

627 STATE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES– OWNER: MARY HERRERA

2606 LARRY, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022– OWNER: SANDRA GAY WALL BAIR

1004 E 12 TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES– OWNER: CAROLE J STEVENS

700 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019– OWNER: JELICIA MARTIN

1500 LINCOLN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES– OWNER: EDDIE ALVARADO

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEASE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna, Building Official, City of Big Spring


BIG SPRING
TEXAS
Code Enforcement
215 E 3rd St., Big Spring, TX
NOTICE OF PUBLIC HEAR
CONCERNING PUBLIC NUI
NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BO
FEBRUARY 23, 2023, AT 5:30 P.M. IN THE CITY OF BIG SPRIN
BIG SPRING, TEXAS 79720, TO CONSIDER ABATEMENT OF PU
CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MA
BE MADE AND REMEDIAL ACTION ORDERED IN THE FAL
446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCR
BLK/TRACT LH 5 3.859 ACRES- OWNER: EL GATO PROPERTIES
2421 A LIHOUK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIP
BLK/TRACT 1 0.223 ACRES ACQ 0366217 – OWNER: ESTATE OF
406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTI
50 X 144.86 ACQ 012307 BLK/TRACT 1 0.165 ACRES – OWNER:
3524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRI
2366 COMBINE ACCTS R126002209 & 243096 (94.21 ACQ 0
DARRYLL POLK AND ALFONZO CARTER
2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGA
COLLEGE HEIGHTS 1 0.140 1-23 0.321 ACRES – OWNER: S
2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEG
COLLEGE HEIGHTS 1 0.140 1427 1429 BLK/TRACT 42 ACQ
WHITE
1600 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPT
STRAYHORNS TRACT 34 ACQ 056007 BLK/TRACT 34 3.214 A
1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LE
STRAYHORNS 303 146 S1 ACQ 081207 BLK/TRACT 34 0.16
SHELBY MAYHALL AND LINDSEY DEE MAYHALL
1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPT
S900-12 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON NU
1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL
60X125 211 ACQ 080128 17 BLK/TRACT 7 0.172 ACRES – OWNE
1726 DIXENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRI
ACQ 078304 BLK/TRACT 2 0.163 ACRES – OWNER: DONNA P
709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL
CREST HGS 3H BLK/TRACT 5 0.065 ACRES ACQ HUGH D
2023. 2. 10 13:29

2524 HUNTER DRIVE

CODE OFFICER: MALISSA GARCIA

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF MALISSA GARCIA
CONCERNING 2524 HUNTER DRIVE

BEFORE ME, the undersigned authority, on this day, personally appeared **MALISSA GARCIA**, who, being by me duly sworn, deposed as follows:

"My name is **MALISSA GARCIA**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **2524 HUNTER DRIVE**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Miranda Barela
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
CONCERNING THE IDENTITY AND ADDRESS OF
OWNER, LIENHOLDER, OR MORTGAGEE

"I made a reasonable effort to determine the identity and address of an owner, lienholder, or mortgagee of the property described as:

LT 7, A & B BK 6 Capehart IRR 2006 COMBINE ACCTS ACQ 123003 BLK/TRACT 6 0.156 acres of Big Spring, Howard County, Texas, also known as **2524 HUNTER DRIVE**, Big Spring, Texas

by searching the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

Using the above-described records, I verified that **ESTATE OF DARYLL POLK & ALFONZO CARTER** is the owner of the property located at the above-described premises and their mailing address is **2524 HUNTER DRIVE**, Big Spring, Howard County, Texas, as shown in **Exhibit L-1**.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

M. Garcia
Notary Public, State of Texa

EXHIBIT L -1

HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000001594 Geo ID : B2600028200

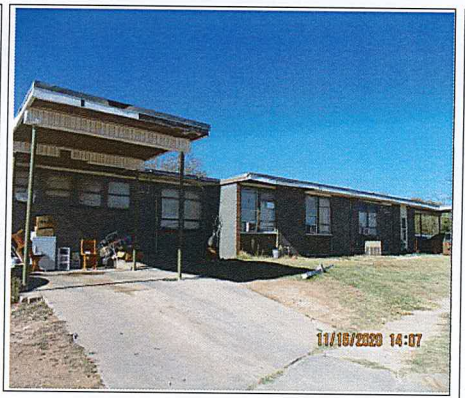
Ownership

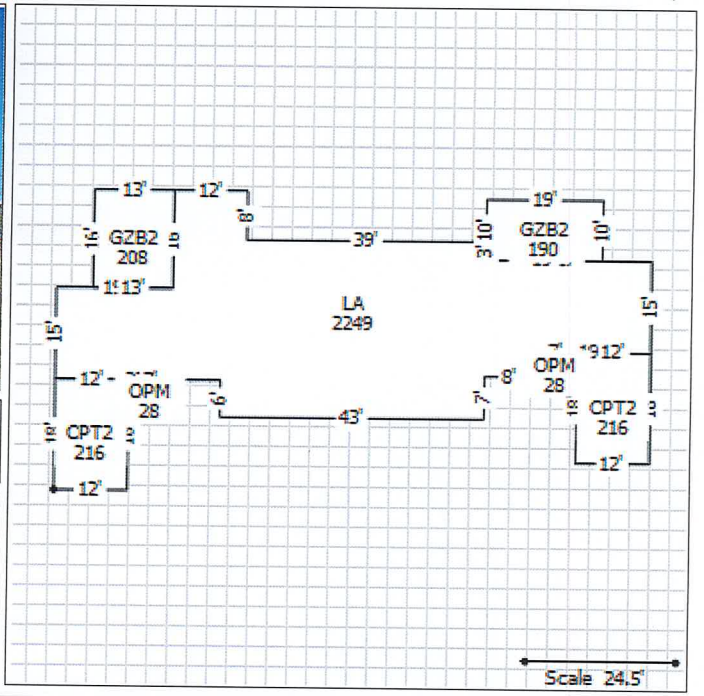
POLK DARRYLL &

CARTER ALFONZO
2524 HUNTER
BIG SPRING, TX 79720-0000

Exemptions/Deed

VOL: 918
PAGE: 605
DATE: 12/30/2003





Legal Information

LEGAL: LT 7 A & B BK 6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01
ACQ 123003 BLK/TRACT 6 0.156 ACRES
SITUS: 2524 HUNTER
ACRES:0.156
ALT:1594
XREF:1594.1

UNCERTIFIED

Appraisal Coding

Appr By CLARISSA Appr Dt 11/12/20
Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
12/30/03		918	605	6452	12/30/03	++++++	++++++	POLK DARRYLL &	KERR MANAGEMENT INC

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
KM KERR MANAGEMENT		0			

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition %	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Value
LA-LIVING AREA	Y	1959/NA	RS3M	2,249	90.26	202,995	0	PO -74%	0%	0%	0%	100%	0%	-74.0%	52,779
OPM-OPEN PORCH / PAT	Y	1959/NA	RS3M	28	5.42	152	0	PO -74%	0%	0%	0%	100%	0%	-73.7%	40
CPT2-CARPORT AVERAGE	Y	1959/NA	RS3M	216	9.79	2,115	0	PO -74%	0%	0%	0%	100%	0%	-74.0%	550
GZB2-GAZEBO / COVERE	Y	1959/NA	RS3M	208	10.24	2,130	0	PO -74%	0%	0%	0%	100%	0%	-74.0%	554
GZB2-GAZEBO / COVERE	Y	1959/NA	RS3M	190	10.24	1,946	0	PO -74%	0%	0%	0%	100%	0%	-74.0%	506
CPT2-CARPORT AVERAGE	Y	1959/NA	RS3M	216	9.79	2,115	0	PO -74%	0%	0%	0%	100%	0%	-74.0%	550
OPM-OPEN PORCH / PAT	Y	1959/NA	RS3M	28	5.42	152	0	PO -74%	0%	0%	0%	100%	0%	-73.7%	40
				======		=======	======								=======
				3,135		211,605	0								55,019

SQFT MA: 2249 MKT CSF MA: 29.195 CSF IMPR: 24.464 LOC CODE: BH

Feature Code	Cpsf / Value
AHC-CEN HT AIR	0
AST-1 STORY	0
AUT-ALL	0
FRT-FLAT	0
GRM-TAR & GRAVE	0
SFN-SLAB	0
VET-VENEER	0
1BT-1 BATH	0
	======
	0

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
LFF12	58.0 FF/58.0 RF/0.0 DF LOTS	40.0		40.00		0%	0	Y	2,320	A1						
LFF12	42.0 FF/42.0 RF/0.0 DF	40.0		40.00		0%	0	Y	1,680	A1						
LFF12	106.0 FF/106.0 RF/0.0 DF	40.0		40.00		0%	0	Y	4,240	A1						
LFF12	60.0 FF/60.0 RF/113.0 DF	40.0		40.00		0%	0	Y	2,400	A1						
									=======							======
									10,640							0

Comments

	2023	Ptd	Change +/-	Prior 2022	Ptd
Impr Homesite +	55,019	A1	-35,112	90,131	A1
Land Homesite +	10,640	A1	0	10,640	A1
Total Market =	65,659		-35,112	100,771	
Assessed =	65,659		-35,112	100,771	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
01H HOWARD COUNTY	0	65,659	.3275450		215.06
02B CITY OF BIG SPRING	0	65,659	.6731630		441.99
03B BIG SPRING ISD	0	65,659	1.0160000		667.10
052 HOWARD COLLEGE	0	65,659	.2367770		155.47
** ESTIMATED TOTAL					=======
					1,479.62

Nbh Coding
HSAPPNOT17
HSAPPNOT18
HSAPPNOT19
HSAPPNOT20
NOTE20CORR
HSAPPNOT21

Misc Coding
BH22

User PERMITS2 Print Date 1/18/2023 8:41:08 AM Property ID : R000001594 Geo ID : B2600028200 Quick Link :

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
2524 HUNTER DRIVE CASE NOTES

"This record, attached as **Exhibit L-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

NOTARY PUBLIC STATE OF TEXAS
MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT L -2

TASK #: 112428 ORIG. DATE:
TASK CODE: INSPECT ACCUMULATED DUE DATE:
PROPERTY: 2524 HUNTER DR

NOTES

Incident Notes:

Task #: 112428 - INSPECT ACCUMULATED - 8/24/2022
BEEN BY THIS PROPERTY AND THEY HAVE NOW MOVED ACCUMULATION ON NORTH END OF
PROPERTY, THIS PROPERTY HAS GOTTEN WORSE OVER THE PAST FEW MONTHS. WILL
SEND TO LEGAL FOR FURTHER ACTIONS

Task #: 112429 - ACCUMULATED ITEMS - 8/24/2022

TASK #: 112426 ORIG. DATE:
TASK CODE: INSPECT ACCUMULATED DUE DATE:
PROPERTY: 2526 HUNTER DR

NOTES

Incident Notes:

Task #: 112426 - INSPECT ACCUMULATED - 8/24/2022
I HAVE BEEN BY THIS PROPERTY AND NOTHING HAS BEEN DONE. LOOKS LIKE IT HAS GOTTEN WORSE. ACCUMALTION IS ON BOTH SIDE OF THE STRUCTURE. AND VEHICLE IS PARKED ON FRONT END OF YARD. BEEN BY AND SEEING PEOPLE COME IN AND OUT OF RV THAT IS PARKED ON THE SOUTH END OF PROPERTY.

Task #: 112427 - ACCUMULATED ITEMS - 8/24/2022

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
PHOTOGRAPHS TAKEN BY MALISSA GARCIA

"With regard to the photographs in **Exhibits L-3, and L-4** I am familiar with and recognize the scene depicted in the photographs. On January 3, 2022, and September 7, 2022 , I inspected the property described as:

> **LT 7, A & B BK 6 Capehart IRR 2006 COMBINE ACCTS ACQ 123003 BLK/TRACT 6 0.156 acres** of Big Spring, Howard County, Texas, also known as **2524 HUNTER DRIVE**, Big Spring, Texas

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

SIGNED on the 23RD day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 23RD day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT L -3


1/13/2023 10:49


1/13/2023 10:49


1/13/2023 10:49

EXHIBIT L -4

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY MALISSA GARCIA

"The document in **Exhibit L-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit L-6** is also attached.

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT L -5

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

2524 HUNTER DR
Lot: 7 A & B BK: 6 CAPEHART

August 24, 2022

Case No: 71028

DARRYLL POLK
2524 HUNTER DR
BIG SPRING TX 79720-6245

Sent via: First Class US Mail

The City of Big Spring has determined that the following section of the **Property Maintenance Code (PMC) of Big Spring** has been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.1 Sanitation	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
There are several items (furniture, metal bed frames, trash cans, tons of trash and accumulated items) that needs to be removed from public view. If problem persists, criminal charges will be filed.	Seven (7) days from date of mailing

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

Issued by

MALISSA GARCIA	Code Compliance
Name	*Department*
(432)264-2506	mgarcia@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

FAILURE TO TAKE THE CORRECTIVE ACTION WITHIN THE DEADLINE MAY RESULT IN ABATEMENT BY THE CITY, CHARGING YOU AND/OR PROPERTY OWNER(S) WITH COSTS AND PENALTIES. If you fail to take the corrective action within the deadlines stated above, the City may initiate Proceedings to Abate. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at

310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

M. Garcia

Code Compliance Officer
City of Big Spring, Texas

BIG SPRING TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

2526 HUNTER DR
Lot: 7 A & B BK: 6 CAPRHART

August 24, 2022

Case No: 71027

BRYSON ONEIL VANDERBILT
2526 HUNTER DR
BIG SPRING TX 79720-6245

Sent via: First Class US Mail

The City of Big Spring has determined that the following section of the **Property Maintenance Code (PMC) of Big Spring** has been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.1 Sanitation	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
There are several items (furniture, metal bed frames, trash cans, tons of trash and accumulated items) that needs to be removed from public view. If problem persists, criminal charges will be filed.	Seven (7) days from date of mailing

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

Issued by

MALISSA GARCIA *Name*	Code Compliance *Department*
(432)264-2506 *Phone*	mgarcia@mybigspring.com *E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

FAILURE TO TAKE THE CORRECTIVE ACTION WITHIN THE DEADLINE MAY RESULT IN ABATEMENT BY THE CITY, CHARGING YOU AND/OR PROPERTY OWNER(S) WITH COSTS AND PENALTIES. If you fail to take the corrective action within the deadlines stated above, the City may initiate Proceedings to Abate. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at

https://codes.iccsafe.org/codes/i-codes.

Sincerely,

M. Garcia

Code Compliance Officer
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

2524 HUNTER, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 7 A & BK 6 CAPEHART IRR
BLK/TRACT 6 0.156 ACRES ACQ123003

February 13, 2023

ESTATE OF DARYLL L. POLK
2524 HUNTER
BIG SPRING, TX 79720

Sent via: First Class US Mail and Certified Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and the **Big Spring Zoning Ordinance** have been violated, constituting a nuisance:

VIOLATION

Property Maintenance Code	Description of Violation
Sec. 302.1 Sanitation.	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.
Sec. 302.5 Rodent harborage.	The exterior of the property is not being kept free from rodent harborages.
Sec. 308.1. Accumulation of rubbish or garbage.	Exterior property and premises…shall be free from any accumulation of rubbish or garbage.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
The premises is littered with furniture, metal bed frames, trash cans, junk vehicles, RV parked in front, machinary, tires, scrap metal , tree branches, pile of tree trimmings, bicycle, tarp, plastic scraps and several other accumulated items that need to be removed from the property. The accumulation of these items provide harborage and/or food to rodents and other vermin that need to be removed as well.	Seven (7) days from date of mailing

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

Issued by

Malissa Garcia	Code Compliance
Name	*Department*
432-264-2506	mgarcia@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **February 23, 2023,** at **5:30 p.m.** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION 9.02. - Rules; oral evidence; admissibility of evidence; exclusion of evidence; rights of parties.

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

(c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(e) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;

2. To introduce documentary and physical evidence;

3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;

4. To impeach any witness regardless of which party first called him to testify;

5. To rebut the evidence against him;

6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Code Official's order is upheld by the Hearing Board, you may appeal its ruling to the District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall be final.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section

250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

M. Garcia

Malissa Garcia, Code Enforcement
City of Big Spring, Texas

EXHIBIT L -6

STATE OF TEXAS §

COUNTY OF HOWARD §
§

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **February 23, 2023**, attached as **Exhibit L-7**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 13, 2023.

This notice was also published in the Big Spring Herald on February 11, 2023."

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT L-7

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON FEBRUARY 23, 2023, AT 5:30 P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC

2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON T. COREA

406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALAN AND DELIA CANTU

2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 A & B BK6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 6 0.156 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER

2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE

2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY WHITE

1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KENT IVEY

1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MAYHALL ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL

1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIPSA RODRIGUEZ

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES– OWNER: GINA HERNDERSON

1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES– OWNER: DONNA BERRY

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017– OWNER: MAURICE VILLAREAL

709 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES– OWNER: CHRISTIAN SPIVEY

1223 E 16 TH , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 17 K 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES – OWNER: SUSAN & DAVID KING; JUDITH TREECE

1705 JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES– OWNER: RANDALL COLLIN

627 STATE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES– OWNER: MARY HERRERA

2606 LARRY, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022– OWNER: SANDRA GAY WALL BAIR

1004 E 12 TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES– OWNER: CAROLE J STEVENS

700 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019– OWNER: JELICIA MARTIN

1500 LINCOLN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES– OWNER: EDDIE ALVARADO

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEASE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna, Building Official, City of Big Spring


BIG SPRING
2023. 2. 10 13:53


RHEEM
2023. 2.10 13:54

2606 LARRY

CODE OFFICER: JACOB LEOS

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF JACOB LEOS
CONCERNING 2606 LARRY

BEFORE ME, the undersigned authority, on this day, personally appeared **JACOB LEOS**, who, being by me duly sworn, deposed as follows:

"My name is **JACOB LEOS**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **2606 LARRY**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
CONCERNING THE IDENTITY AND ADDRESS OF
OWNER, LIENHOLDER, OR MORTGAGEE

"I made a reasonable effort to determine the identity and address of an owner, lienholder, or mortgagee of the property described as:

LT 21 BK 5 KENTWOOD 094 0.209 ACRES ACQ 03012022 of Big Spring, Howard County, Texas, also known as **2606 LARRY**, Big Spring, Texas

by searching the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

Using the above-described records, I verified that **SANDRA GAY WALL BAIR** is the owner of the property located at the above-described premises and their mailing address is **2606 LARRY**, Big Spring, Howard County, Texas, as shown in **Exhibit M-1**.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

Notary Public, State of Texas

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 132739241

EXHIBIT M -1

OWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000005853 Geo ID : B4080012400

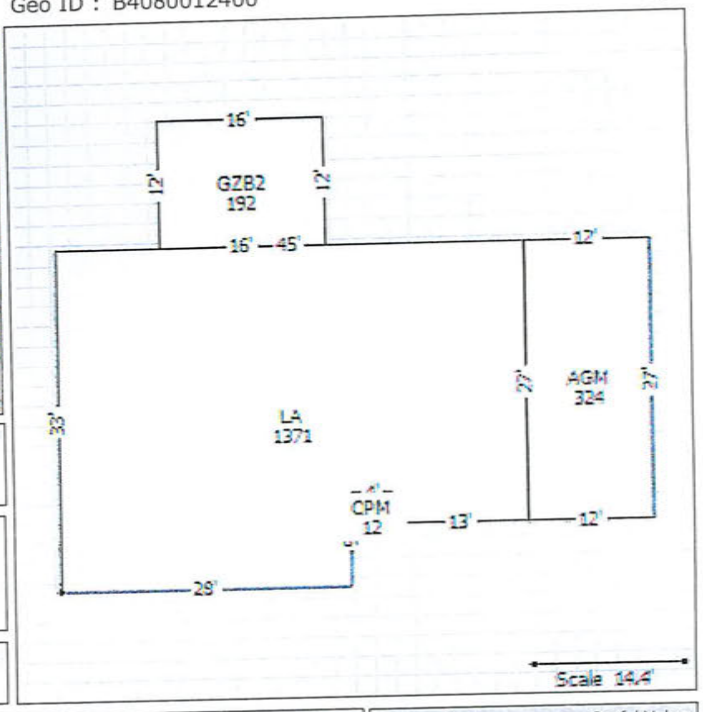
Ownership

IR SANDRA GAY WALL
29 CATHERINE STREET
ILLIAMSPORT, PA 17701

Exemptions/Deed

INST: 2022-00001750
VOL: 2061
PAGE: 302
DATE: 3/1/2022





Legal Information

GAL: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022
TUS: 2606 LARRY
RES:0.209
T:5853
REF:5853.1

Appraisal Coding

Appr By TG/JD Appr Dt 02/08/21
Check By * Check Dt

le Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
/1/22		2061	298	2022-00001749	3/1/22	++++++	++++++	TEMPLETON DEBRA JEAN	WALL GLYNORA J
/1/22		2061	302	2022-00001750	3/1/22	++++++	++++++	BAIR SANDRA GAY WALL	TEMPLETON DEBRA JEAN

gent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

uilding Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Value
A-LIVING AREA	Y	1963/NA	RS3M	1,371	161.14	220,923	0	AV -38%		0%	0%	0%	100%	0%	-38.0%	136,972
GM-ATTACHED GARAGE	Y	1963/NA	RS3M	324	51.57	16,707	0	AV -38%		0%	0%	0%	100%	0%	-38.0%	10,358
PM-COVERED PORCH MA	Y	1963/NA	RS3M	12	24.17	290	0	AV -38%		0%	0%	0%	100%	0%	-37.9%	180
ZB2-GAZEBO / COVERE	Y	1963/NA	RS3M	192	10.24	1,966	0	AV -38%		0%	0%	0%	100%	0%	-38.0%	1,219
EXTRA FEATURES							14630									9071
				======		=======	======									=======
				1,899		239,886	14,630									157,800

Feature Code	Cpsf / Value
AST-1 STORY	0
AUT-ALL	0
GRT-GABLE	0
MHC-MOIST AIR	0
SFN-SLAB	0
VET-VENEER	0
WRM-WD SHINGLE	0
2BT	9,071
	======
	9,071

QFT MA: 1371 MKT CSF MA: 122.061 CSF IMPR: 115.098 LOC CODE: KS

and Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
FF24	70.0 FF/70.0 RF/130.0 DF LOTS	100.0		100.00		0%		Y	7,000	A1						
									=======							======
									7,000							0

Comments

	2023	Ptd	Change +/-	Prior 2022	Ptd
Impr Homesite +	160,345	A1	0	160,345	A1
Land Homesite +	7,000	A1	0	7,000	A1
Total Market =	167,345		0	167,345	
Assessed =	167,345		0	167,345	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
01H HOWARD COUNTY	0	167,345	.3275450		548.13
02B CITY OF BIG SPRING	0	167,345	.6731630		1,126.50
03B BIG SPRING ISD	0	167,345	1.0160000	2004	1,700.23
052 HOWARD COLLEGE	0	167,345	.2367770		396.23
** ESTIMATED TOTAL					=======
					3,771.09

Nbh Coding

Misc Coding
KS22

Quick Link :

User PERMITS2 Print Date 9/21/2022 8:38:22 AM Property ID : R000005853 Geo ID : B4080012400

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
2606 LARRY CASE NOTES

"This record, attached as **Exhibit M-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT M-2

-30-2022 03:46 PM
CIDENT #: 70621
CIDENT CODE: 300-0006 ACCUML ITEM
OPERTY: 2606 LARRY

OTES

ncident Notes:
COMPLAINT CALLED IN ABOUT THIS PROPERY SAYING THAT PERSON THAT LIVES
HERE WORKS ON CARS AND SOMETIMES HAS CAR PARTS ON STREET.
6/14/22 INSPECTED PROPERTY- CAR PARTS ON TOP OF CAR, PILE OF GARBAGE,
PLASTIC CONTAINERS, POTS, TIRES, TRASH BAG (FULL)BIKES, LIDS, A LOT OF
WIRES AND CABLES AND SEVERAL OTHER ITMES IN FRONT OF PROPERTY. WILL SEND
NOTICE.
7/1/22 recieved phone call from SANDRA BAIR. She requested more time so
her daughter that is living there can finish the cleanup. She was almost
done but needed a little bit more time. Will provide extension until JULY
11th then will reinspect.

Task #: 111681 - INSPECT ACCUMULATED - 6/17/2022
6/29/22 SANDRA BAIR CALLED IN SPOKE TO MICHELLE AND WAS REQUESTING AN
EXTENSION ON HER VIOLATION NOTICE. SHE SAID SHE WAS ALMOST DONE CLEANING
PROPERY. I WILL GRANT EXTENSION TO
7-12-22.

Task #: 111682 - ACCUMULATED ITEMS - 6/17/2022

Task #: 111852 - REINSP ACCUMLTD ITEM - 6/29/2022

Task #: 111853 - ACCUMULATED ITEMS - 6/29/2022

Task #: 112648 - ABATEMENT - 9/21/2022
9/19/22 INSPECTION OF PROPERTY: PILE OF GARBAGE IN FRONT YARD AND TRASH
BAGS TORN OPEN WITH TRASH FALLING OUT. TRASH SCATTERED ON PROPERTY.
LADDERS AND LAWN EQUIPMENT IN FRONT YARD. TRASH CANS LAYING BEWTWEEN CARS.
A TIRE AND OTHER MISC ITEMS ON PROPERTY. WILL SEND COMPLAINT TO LEGAL.

Task #: 112649 - ACCUMULATED ITEMS - 9/21/2022

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
PHOTOGRAPHS TAKEN BY JACOB LEOS

"With regard to the photographs in **Exhibits M-3, M-4, M-5, and M-6** I am familiar with and recognize the scene depicted in the photographs. On June 14, 2022, September 19, 2022, January 19, 2023 and February 23, 2023 , I inspected the property described as:

LT 21 BK 5 KENTWOOD 094 0.209 ACRES ACQ 03012022 of Big Spring, Howard County, Texas, also known as **2606 LARRY**, Big Spring, Texas

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

SIGNED on the 23rd day of February, 2023.

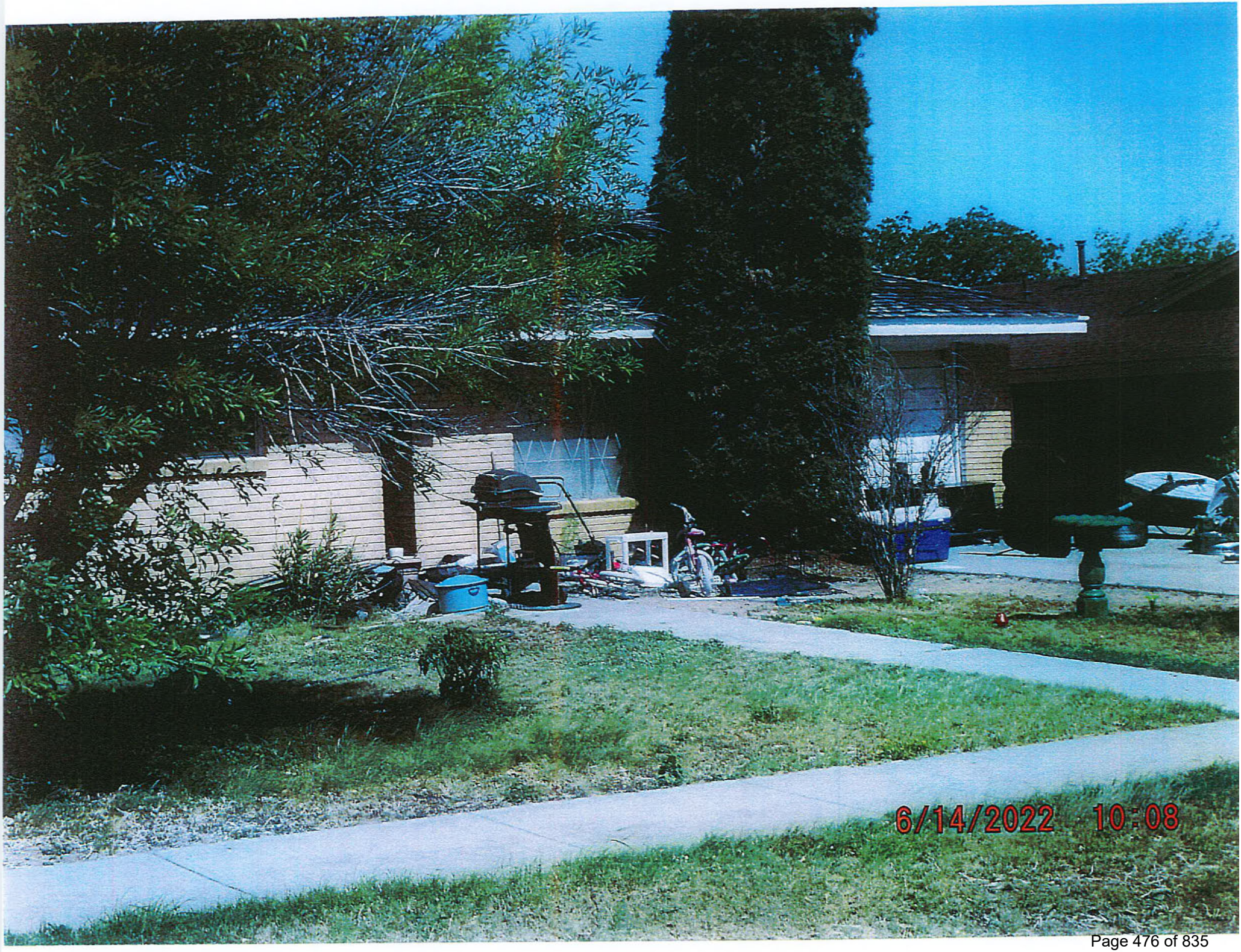
AFFIANT

SWORN TO AND SUBSCRIBED before me this 23rd day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT M-3


6/14/2022 10:08


6/14/2022 10:07


6/14/2022 10:07


6/14/2022 10:07


6/14/2022 10:07

EXHIBIT M-4


9/19/2022 12:28


9/19/2022 12:28


9/19/2022 12:29


9/19/2022 12:29


9/19/2022 12:29


9/19/2022 12:29

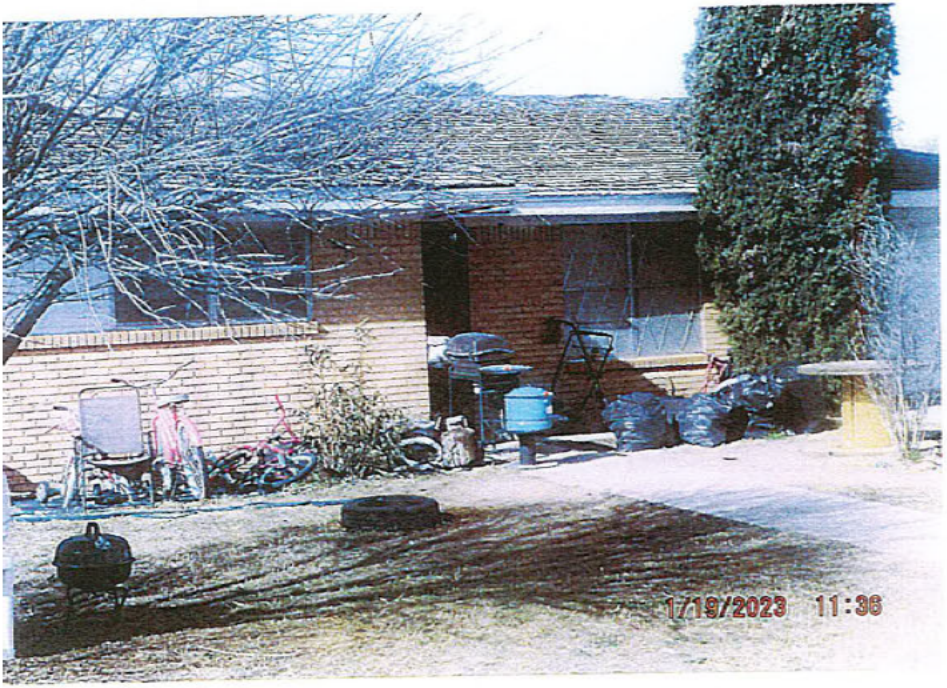

9/19/2022 12:29


3.5 SE
9/19/2022 12:29


ALERO
9/19/2022 12:29

EXHIBIT M-5

1/19/23











1/19/23

EXHIBIT M-6

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY JACOB LEOS

"The document in **Exhibit M-7** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit M-8** is also attached.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT M-7

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

2606 LARRY
Lot: 21 BK: 5

June 29, 2022

Case No: 70621

SANDRA GAY WALL BAIR
1329 CATHERINE STREET
WILLIAMSPORT PA 17701

Sent via: First Class US Mail

The City of Big Spring has determined that the following section of the **Property Maintenance Code (PMC) of Big Spring** has been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.1 Sanitation	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
THERE ARE SEVERAL ITEMS ON PROPERTY (CAR PARTS ON TOP OF CAR, PILE OF GARBAGE, PLASTIC CONTAINERS, POTS, TIRES, TRASH BAG (FULL), LIDS, A LOT OF WIRES AND CABLES AND SEVERAL OTHER ITMES) THAT NEEDS TO BE REMOVED AND TAKEN OUT OF PUBLIC VIEW. IF PROBLEM PERSISTS CRIMINIAL CHARGES WILL BE FILED.	Seven (7) days from date of mailing

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

Issued by

Jacob Leos	Code Compliance
Name	*Department*
432-264-2502	jleos@mybigspring.com

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Jacob Leos
Code Compliance
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION
AND NOTICE OF HEARING ON ABATEMENT

2606 LARRY , BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD
094 0.209 ACRES ACQ 03012022

February 13, 2023

SANDRA GAY WALL BAIR
2606 LARRY
BIG SPRING, TX 79720-1118

Sent via: First Class US Mail and Certified Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and the **Big Spring Zoning Ordinance** have been violated, constituting a nuisance:

VIOLATION

Property Maintenance Code	Description of Violation
Sec. 302.1 Sanitation	The exterior of the property and premises are not maintained in a clean, safe, and sanitary conditon.
Sec. 302.5 Rodent harborage.	The exterior of the property is not being kept free from rodent harborages.
Sec. 308.1. Accumulation of rubbish or garbage.	Exterior property and premises…shall be free from any accumulation of rubbish or garbage.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
The premises is littered with car parts on top of car, junk vehicle, pile of garbage, plastic containers, bikes, grill, charis, ladders, bird bath, table, pots, tires, trash bag full , lits, lots of wires/cables and several other accumulated items that need to be removed from the property.	Seven (7) days from date of mailing

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

Issued by

Jacob Leos	Code Compliance
Name	*Department*
432-264-2502	jleos@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **February 23, 2023,** at **5:30 p.m.** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION 9.02. - Rules; oral evidence; admissibility of evidence; exclusion of evidence; rights of parties.

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

(c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of

serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(e) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing.

2. To introduce documentary and physical evidence.

3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing.

4. To impeach any witness regardless of which party first called him to testify.

5. To rebut the evidence against him.

6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Code Official's order is upheld by the Hearing Board, you may appeal its ruling to the District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall be final.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to

the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Jacob Leos, Code Enforcement
City of Big Spring, Texas

EXHIBIT M-8

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **February 23, 2023**, attached as **Exhibit M-9**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 13, 2023.

This notice was also published in the Big Spring Herald on February 11, 2023."

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT M-9

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING
CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON FEBRUARY 23, 2023, AT 5:30 P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC

2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON T. COREA

406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALAN AND DELIA CANTU

2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 A & B BK6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 6 0.156 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER

2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE

2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY WHITE

1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KENT IVEY

1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MAYHALL ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL

1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIPSA RODRIGUEZ

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES– OWNER: GINA HERNDERSON

1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES– OWNER: DONNA BERRY

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017– OWNER: MAURICE VILLAREAL

709 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES– OWNER: CHRISTIAN SPIVEY

1223 E 16 TH , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 17 K 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES – OWNER: SUSAN & DAVID KING; JUDITH TREECE

1705 JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES– OWNER: RANDALL COLLIN

627 STATE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES– OWNER: MARY HERRERA

2606 LARRY, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022– OWNER: SANDRA GAY WALL BAIR

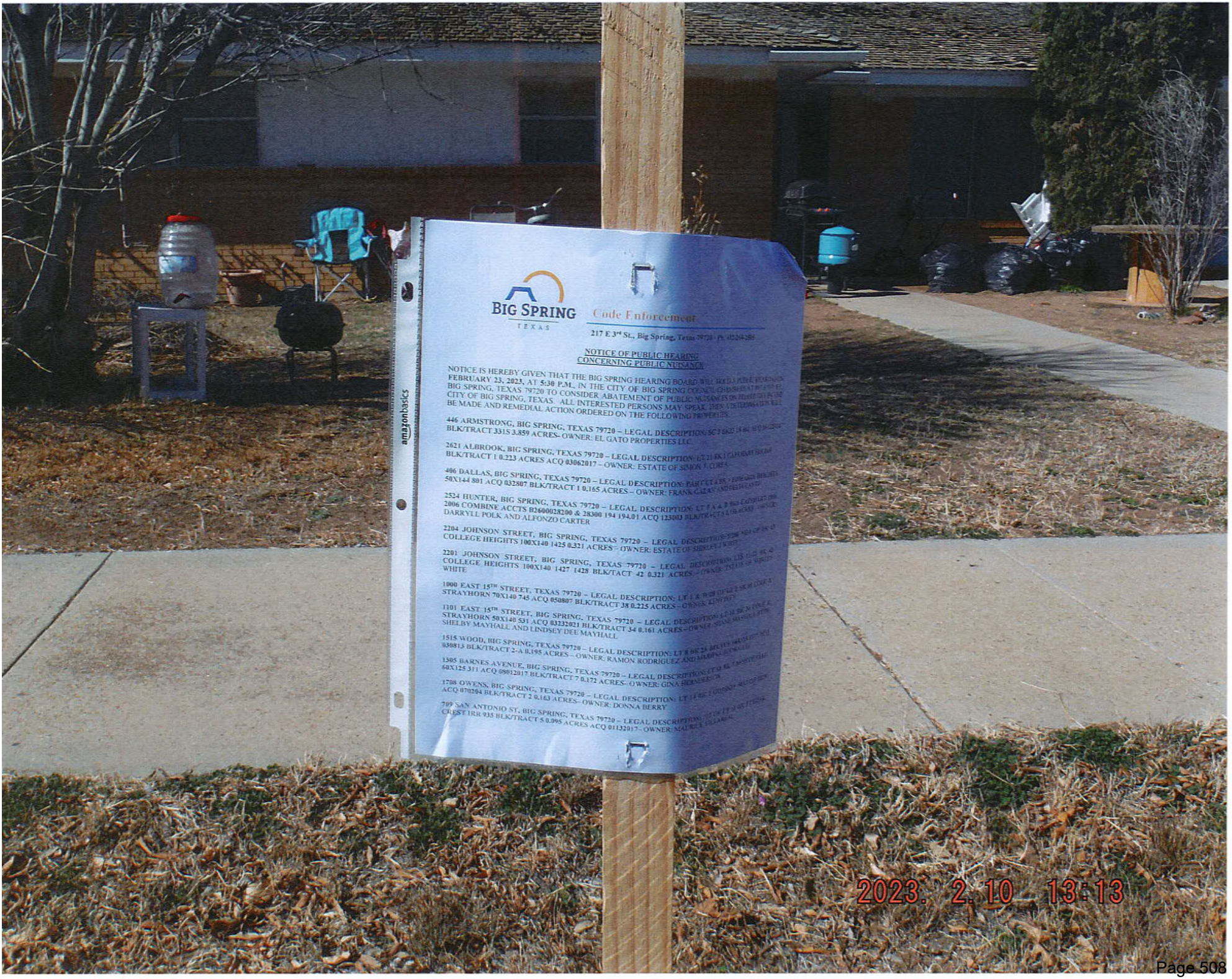
1004 E 12 TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES– OWNER: CAROLE J STEVENS

700 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019– OWNER: JELICIA MARTIN

1500 LINCOLN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES– OWNER: EDDIE ALVARADO

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEASE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna, Building Official, City of Big Spring


BIG SPRING
TEXAS
Code Enforcement
217 E 3rd St., Big Spring, Texas 79720 - Ph. 432-264-2501
NOTICE OF PUBLIC HEARING
CONCERNING PUBLIC NUISANCE
NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON FEBRUARY 23, 2023, AT 5:30 P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 310 E. 3RD, BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON THE REAL ESTATE IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK. THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:
446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BLK 33 HIGHLAND ADDN BLK/TRACT 331S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC
2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BLK 1 COLONIAL HEIGHTS ADDN BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON Y. CORTEZ
406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BLK 1 FERGUSON HEIGHTS 50X144 881 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALVAN AND SHEILA GALVAN
2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 5 & 6 & 7 BLK 2 CAVERNESS ADDN 2006 COMBINE ACCTS 02600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 2 0.459 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER
2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 7 & 8 BLK 42 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE
2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11 & 12 BLK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE
1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & 19 BLK 38 HILL ADDN LOT 1 STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KEN HAY
1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 18 BLK 36 HILL & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MICHAEL HALL SHELBY MAYHALL AND LINDSEY DEE MAYHALL
1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BLK 24 BOLTS 3RD ADDN 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIA RODRIGUEZ
1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BLK 6 CAVERNESS 60X125 311 ACQ 09012017 BLK/TRACT 7 0.172 ACRES- OWNER: GINA HERNANDEZ
1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BLK 3 COLONIAL HEIGHTS ADDN ACQ 070204 BLK/TRACT 2 0.163 ACRES- OWNER: DONNA BERRY
709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LOT 19 LT 20 BLK 5 CREST CREST IRR 935 BLK/TRACT 5 0.395 ACRES ACQ 011320 17 – OWNER: MAURICE VILLARREAL
amazonbasics
2023. 2. 10 13:13


BIG SPRING
2023. 2.10 13:13

2621 ALBROOK

CODE OFFICER: MALISSA GARCIA

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF MALISSA GARCIA
CONCERNING 2621 ALBROOK

BEFORE ME, the undersigned authority, on this day, personally appeared **MALISSA GARCIA**, who, being by me duly sworn, deposed as follows:

"My name is **MALISSA GARCIA**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **2621 ALBROOK**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
CONCERNING THE IDENTITY AND ADDRESS OF
OWNER, LIENHOLDER, OR MORTGAGEE

"I made a reasonable effort to determine the identity and address of an owner, lienholder, or mortgagee of the property described as:

Lot **6**, Block **4** in the Porter Addition of Big Spring, Howard County, Texas, also known as **510 SOUTH BENTON**, Big Spring, Texas

by searching the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

Using the above-described records, I verified that **DOROTHY THOMAS** is the owner of the property located at the above-described premises and their mailing address is **510 SOUTH BENTON**, Big Spring, Howard County, Texas, as shown in **Exhibit H-1**.

SIGNED on the 20TH day of JANUARY, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of JANUARY, 2023 by the above referenced Affiant.

Notary Public, State of Texas

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-202
Notary ID 1327392

EXHIBIT N -1

Ownership

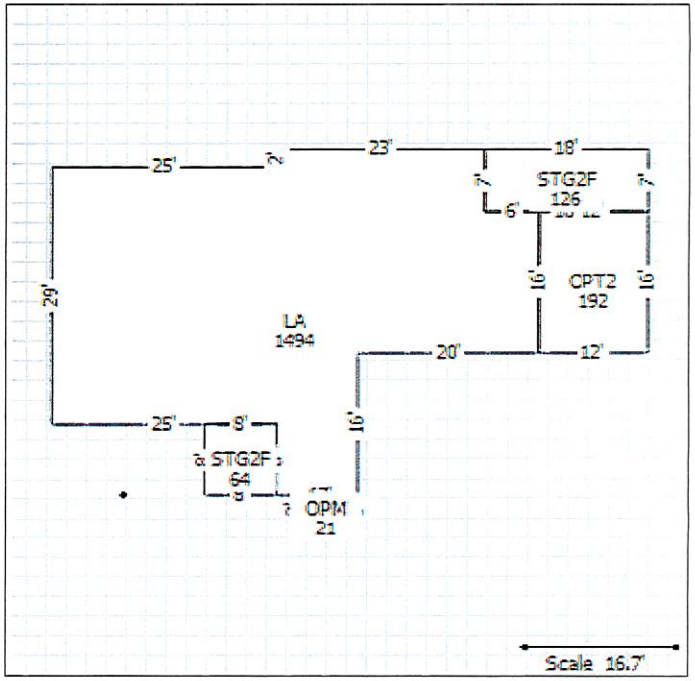
CORREA SIMON T

500 NW 10TH
BIG SPRING, TX 79720-1118

Exemptions/Deed

INST: 2017-00002448
VOL: 1610
PAGE: 89
DATE: 3/6/2017





Legal Information

LEGAL: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017
SITUS: 2621 ALBROOK
ACRES:0.223
ALT:1334
XREF:1334.1

UNCERTIFIED

Appraisal Coding

Appr By CT Appr Dt 11/05/20
Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
3/6/17		1610	89	2017-00002448	3/6/17	++++++	++++++	CORREA SIMON T	SAUCEDA ARACELI
10/28/14		1422	137	2014-00007367	10/28/14	++++++	++++++	ARACELI CERVANTES	CORREA SIMON T JR ET UX
7/21/86		0588	318	0	7/21/86	++++++	++++++	CORREA SIMON T JR ET UX	CORREA SIMON T JR ET UX

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%		Value
LA-LIVING AREA	Y	1959/NA	RS3M	1,494	101.22	151,223	0	VP -85%		0%	0%	0%	100%	0%	-85.0%	*	22,683
CPT2-CARPORT AVERAGE	Y	1959/NA	RS3M	192	9.79	1,880	0	VP -85%		0%	0%	0%	100%	0%	-85.0%	*	282
STG2F-AVG QUALITY ST	Y	1959/NA	RS3M	126	11.00	1,386	0	VP -85%		0%	0%	0%	100%	0%	-85.0%	*	208
OPM-OPEN PORCH / PAT	Y	1959/NA	RS3M	21	6.07	128	0	VP -85%		0%	0%	0%	100%	0%	-85.2%	*	19
STG2F-AVG QUALITY ST	Y	1959/NA	RS3M	64	11.00	704	0	VP -85%		0%	0%	0%	100%	0%	-84.9%	*	106
* EXTRA FEATURES							-9250										-694
				1,897		155,321	-9,250										22,604

SQFT MA: 1494 MKT CSF MA: 17.727 CSF IMPR: 15.13 LOC CODE: BH

Feature Code	Cpsf / Value
ABT-1 1/2 BATHS	-694
AHC-CEN HT AIR	0
AST-1 STORY	0
AUT-ALL	0
FRT-FLAT	0
GRM-TAR & GRAVE	0
SFN-SLAB	0
VET-VENEER	0
	-694

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
LFF12	97.0 FF/97.0 RF/100.0 DF LOTS	40.0		40.00		0%		Y	3,880	A1						
									3,880							0

Comments

	2023	Ptd	Change +/-	Prior 2022	Ptd
Impr Homesite +	22,604	A1	-12,866	35,470	A1
Land Homesite +	3,880	A1	0	3,880	A1
Total Market =	26,484		-12,866	39,350	
Assessed =	26,484		-12,866	39,350	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
01H HOWARD COUNTY	0	26,484	.3275450		86.75
02B CITY OF BIG SPRING	0	26,484	.6731630		178.28
03B BIG SPRING ISD	0	26,484	1.0160000		269.08
052 HOWARD COLLEGE	0	26,484	.2367770		62.71
** ESTIMATED TOTAL					596.82

Nbh Coding	Misc Coding
GB19	NQ
NOTE20NEW	BH22

User PERMITS2 Print Date 1/18/2023 8:45:24 AM Property ID : R000001334 Geo ID : B2600002300 Quick Link :

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
2621 ALBROOK CASE NOTES

"This record, attached as **Exhibit N-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16TH day of February, 2023.

M Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Mi Barela
Notary Public, State of Texas

EXHIBIT N -2

01-18-2023 12:45 PM TASK NOTES REPORT

TASK #: 114223 ORIG. DATE:

TASK CODE: INSPECT SUBSTANDARD DUE DATE:

PROPERTY: 2621 ALBROOK DR

NOTES

Incident Notes:

Task #: 114223 - INSPECT SUBSTANDARD - 1/18/2023
the structure on this property need to be taken down or fixed. there's broken doors, windows and no roof on this structure.

Task #: 114224 - SUBSTANDARD BLD - 1/18/2023

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
PHOTOGRAPHS TAKEN BY MALISSA GARCIA

"With regard to the photographs in **Exhibits N-3, and N-4** I am familiar with and recognize the scene depicted in the photographs. On January 13, 2023, and February 23, 2023 , I inspected the property described as:

> **LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017** of Big Spring, Howard County, Texas, also known as **2621 ALBROOK**, Big Spring, Texas

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

SIGNED on the 23rd day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 23rd day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT N -3


1/13/2023 10:51


1/13/2023 10:51

EXHIBIT N -4

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY MALISSA GARCIA

"The document in **Exhibit N-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit N-6** is also attached.

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT N -5

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION
AND NOTICE OF HEARING ON ABATEMENT

2621 ALBROOK, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR
049 BLK/TRACT 1 0.223 ACRES ACQ 03062017

February 13, 2023

ESTATE OF SIMON T. CORREA
500 NORTHWEST 10TH STREET
BIG SPRING, TX 79720-1118

Sent via: First Class US Mail and Certified Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and the **Big Spring Zoning Ordinance** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code	
Sec. 304.1.1 Unsafe Conditions	Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.
Sec. 304.13 Windows, skylight, and door frames	Every window, skylight, door and frame shall be kept in sound condition, good repar and weather tight.
Sec. 304.15 Doors	Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Lockson means of egress doors shall be in accordance with Section 702.3.
Sec. 304.18 Building Security	Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the ocupants and property within.

Sec. 302.1 Sanitation.	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.
Sec. 302.4 Weeds	The premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches.
Sec. 302.5 Rodent harborage.	The exterior of the property is not being kept free from rodent harborages.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
The structure is missing the roof, windows, and doors. The premises creates a nuisance that could attract children causing a hazardous situation. Roof, windows or doors need to be repaired otherwise the structure needs to be demolished. This property has overgrown weeds or plant growth in excess of 12 inches that need maintenance. The overgrown weeds and open structure provide harborage to rodents and other vermin that need to be removed and or repaired as well.	Seven (7) days from date of mailing

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

Issued by

Malissa Garcia	Code Compliance
Name	*Department*
432-264-2506	mgarcia@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the

amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **February 23, 2023** at **5:30 p.m.** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION 9.02. - Rules; oral evidence; admissibility of evidence; exclusion of evidence; rights of parties.

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

(c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(e) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;
2. To introduce documentary and physical evidence;
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
4. To impeach any witness regardless of which party first called him to testify;
5. To rebut the evidence against him;
6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Code Official's order is upheld by the Hearing Board, you may appeal its ruling to the District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall be final.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

M. Garcia

Malissa Garcia, Code Enforcement
City of Big Spring, Texas

EXHIBIT N -6

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

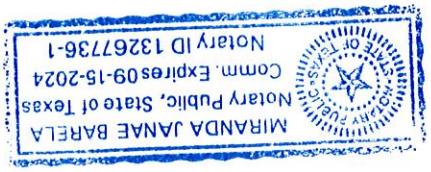
"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **February 23, 2023**, attached as **Exhibit N-7**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 13, 2023.

This notice was also published in the Big Spring Herald on February 11, 2023."

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.



Notary Public, State of Texas

EXHIBIT N -7

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING
CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON FEBRUARY 23, 2023, AT 5:30 P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 33 1S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC

2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON T. COREA

406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALAN AND DELIA CANTU

2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 A & B BK6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 6 0.156 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER

2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE

2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY WHITE

1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KENT IVEY

1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MAYHALL ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL

1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIPSA RODRIGUEZ

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES– OWNER: GINA HERNDERSON

1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES– OWNER: DONNA BERRY

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017– OWNER: MAURICE VILLAREAL

709 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES– OWNER: CHRISTIAN SPIVEY

1223 E 16 TH , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 17 K 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES – OWNER: SUSAN & DAVID KING; JUDITH TREECE

1705 JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES– OWNER: RANDALL COLLIN

627 STATE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES– OWNER: MARY HERRERA

2606 LARRY, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022– OWNER: SANDRA GAY WALL BAIR

1004 E 12 TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES– OWNER: CAROLE J STEVENS

700 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019– OWNER: JELICIA MARTIN

1500 LINCOLN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES– OWNER: EDDIE ALVARADO

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEASE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna, Building Official, City of Big Spring


BIG SPRING
Code Enforcement
NOTICE OF PUBLIC HEARING
CONCERNING PUBLIC NUISANCE
2023 2 10 13:51

406 DALLAS

CODE OFFICER: MALISSA GARCIA

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF MALISSA GARCIA
CONCERNING 406 DALLAS

BEFORE ME, the undersigned authority, on this day, personally appeared **MALISSA GARCIA**, who, being by me duly sworn, deposed as follows:

"My name is **MALISSA GARCIA**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **406 DALLAS**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16TH day of February, 2023.

M Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

COUNTY OF HOWARD §

CERTIFICATION
CONCERNING THE IDENTITY AND ADDRESS OF
OWNER, LIENHOLDER, OR MORTGAGEE

"I made a reasonable effort to determine the identity and address of an owner, lienholder, or mortgagee of the property described as:

PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES of Big Spring, Howard County, Texas, also known as **406 DALLAS**, Big Spring, Texas

by searching the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

Using the above-described records, I verified that **FRANK GALAN AND DELIA CANTU** is the owner of the property located at the above-described premises and their mailing address is **406 DALLAS**, Big Spring, Howard County, Texas, as shown in **Exhibit O-1**.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

Notary Public, State of Texas

STATE OF TEXAS §
§

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 132739241

EXHIBIT O-1

Ownership

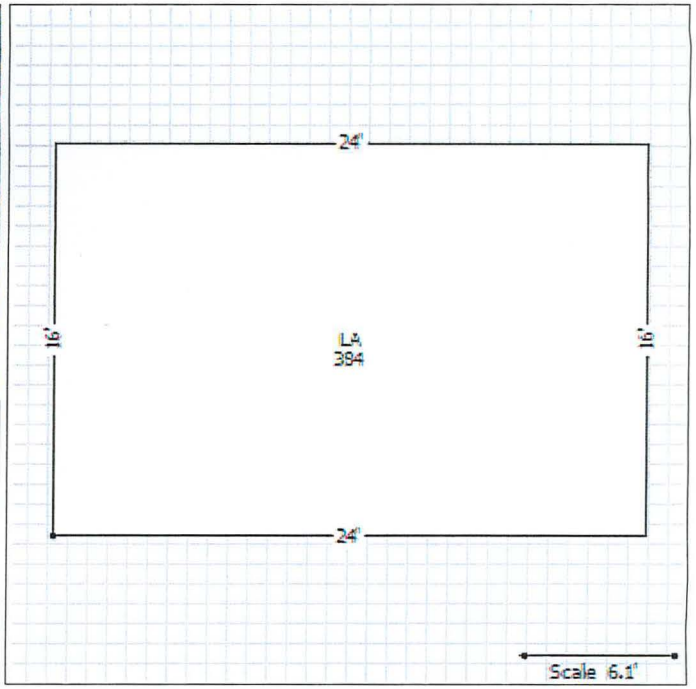
GALAN FRANK &

CANTU DELIA
406 DALLAS
BIG SPRING, TX 79720-5314

Exemptions/Deed

VOL: 1043
PAGE: 758
DATE: 3/28/2007





Legal Information

LEGAL: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES
SITUS: 406 DALLAS
ACRES:0.165
ALT:4338
XREF:4338.1

UNCERTIFIED

Appraisal Coding

Appr By JD Appr Dt 10/15/21
Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
3/28/07		1043	758	0	3/28/07	++++++	++++++	GALAN FRANK &	GONZALEZ ABEL &

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition %	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Value
LA-LIVING AREA	Y	1928/NA	RS1F	384	99.07	38,043	0	PO -90%	0%	-30%	0%	100%	0%	-93.0%	2,663
				384		38,043	0								2,663

SQFT MA: 384 MKT CSF MA: 19.956 CSF IMPR: 6.935 LOC CODE: EH

Feature Code	Cpsf / Value
AST-1 STORY	0
AUT-ALL	0
CRM-COMPOSITION	0
FET-FRAME	0
GRT-GABLE	0
MHC-MOIST AIR	0
PFN-PIER AND BE	0
1BT-1 BATH	0
	0

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
LFF24	50.0 FF/50.0 RF/144.0 DF LOTS	100.0		100.00		0%		Y	5,000	A1						0
									5,000							

Comments

	2023	Ptd	Change +/-	Prior 2022	Ptd
Impr Homesite +	2,663	A1	-49	2,712	A1
Land Homesite +	5,000	A1	0	5,000	A1
Total Market =	7,663		-49	7,712	
Assessed =	7,663		-49	7,712	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
01H HOWARD COUNTY	0	7,663	.3275450		25.10
02B CITY OF BIG SPRING	0	7,663	.6731630		51.58
03B BIG SPRING ISD	0	7,663	1.0160000		77.86
052 HOWARD COLLEGE	0	7,663	.2367770		18.14
** ESTIMATED TOTAL					172.68

Nbh Coding
HSAPPNOT17
HSAPPNOT18
HSAPPNOT19
MULTI
HSAPPNOT20
HSAPPNOT21

Misc Coding
EH22

User PERMITS2 Print Date 1/18/2023 11:41:46 AM Property ID : R000004338 Geo ID : B3330000401 Quick Link :

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
406 DALLAS CASE NOTES

"This record, attached as **Exhibit O-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT O-2

TASK #: 114221 ORIG. DATE:
TASK CODE: INSPECT SUBSTANDARD DUE DATE:
PROPERTY: 406 DALLAS ST

NOTES

Incident Notes:

Task #: 114221 - INSPECT SUBSTANDARD - 1/18/2023
there is a burnt structure on this property that need to be taken down and
removed.

Task #: 114222 - SUBSTANDARD BLD - 1/18/2023

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
FIRE MARSHAL'S FIRE REPORT

"The fire report, attached as **Exhibit O-3** presents factual findings from a legally authorized investigation of the Fire Marshal. The document is a copy of the official record."

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT O-3

A

FDID ☆	State ☆	MM Incident Date ☆	DD Incident Date ☆	YYYY Incident Date ☆	Station	Incident Number ☆	Exposure ☆
KW601	TX	06	07	2020	002	0001023	000

☐ Delete ☐ Change ☐ No Activity — NFIRS-1 Basic

B Location Type ☆

☐ Check this box to indicate that the address for this incident is provided on the Wildland Fire Module in Section B, "Alternative Location Specification." Use only for wildland fires.

Census Tract: ____ - ____

☑ Street address
☐ Intersection
☐ In front of
☐ Rear of
☐ Adjacent to
☐ Directions
☐ U.S. National Grid

Number/Milepost	Prefix	Street or Highway	Street Type	Suffix
406		Dallas		

Apt./Suite/Room	City	State	ZIP Code
	Big Spring	TX	79720 -

Cross Street, Directions or National Grid, as applicable:

C Incident Type ☆

111 Building fire

Incident Type

D Aid Given or Received ☆ ☑ None

1 ☐ Mutual aid received
2 ☐ Auto. aid received
3 ☐ Mutual aid given
4 ☐ Auto. aid given
5 ☐ Other aid given

Their FDID | Their State | Their Incident Number

E1 Dates and Times Midnight is 0000

Check boxes if dates are the same as Alarm Date.

	Month	Day	Year	Hour	Min
Alarm ☆ (ALARM always required)	06	07	2020	1554	
☑ Arrival ☆ (ARRIVAL required, unless canceled or did not arrive)				1601	
☐ Controlled (CONTROLLED optional, except for wildland fires)					
☑ Last Unit Cleared (LAST UNIT CLEARED required except for wildland fires)				2110	

E2 Shifts and Alarms Local Option

Shift or Platoon	Alarms	District
		002

E3 Special Studies Local Option

Special Study ID#	Special Study Value

F Actions Taken ☆

11 Extinguishment by fire service personnel

Primary Action Taken (1)

Additional Action Taken (2)

Additional Action Taken (3)

G1 Resources ☆

☑ Check this box and skip this block if an Apparatus or Personnel Module is used.

	Apparatus	Personnel
Suppression		
EMS		
Other		

☐ Check box if resource counts include aid received resources.

G2 Estimated Dollar Losses and Values

Required for all fires if known. Optional for non-fires.

LOSSES:		None
Property	$ 000,030,000	☐
Contents	$	☑

PRE-INCIDENT VALUE: Optional

Property	$	☐
Contents	$	☐

Completed Modules

☑ Fire–2
☑ Structure Fire–3
☐ Civilian Fire Cas.–4
☐ Fire Service Cas.–5
☐ EMS–6
☐ HazMat–7
☐ Wildland Fire–8
☑ Apparatus–9
☑ Personnel–10
☐ Arson–11

H1 ☆ Casualties ☑ None

	Deaths	Injuries
Fire Service		
Civilian		

H2 Detector Required for confined fires

1 ☐ Detector alerted occupants
2 ☐ Detector did not alert them
U ☐ Unknown

H3 Hazardous Materials Release ☐ None

1 ☐ Natural gas: slow leak, no evacuation or HazMat actions
2 ☐ Propane gas: <21-lb tank (as in home BBQ grill)
3 ☐ Gasoline: vehicle fuel tank or portable container
4 ☐ Kerosene: fuel burning equipment or portable storage
5 ☐ Diesel fuel/fuel oil: vehicle fuel tank or portable storage
6 ☐ Household solvents: home/office spill, cleanup only
7 ☐ Motor oil: from engine or portable container
8 ☐ Paint: from paint cans totaling <55 gallons
0 ☐ Other: special HazMat actions required or spill > 55 gal (Please complete the HazMat form.)

I Mixed Use Property ☐ Not mixed

10 ☐ Assembly use
20 ☐ Education use
33 ☐ Medical use
40 ☐ Residential use
51 ☐ Row of stores
53 ☐ Enclosed mall
58 ☐ Business & residential
59 ☐ Office use
60 ☐ Industrial use
63 ☐ Military use
65 ☐ Farm use
00 ☐ Other mixed use

J Property Use ☆ ☐ None

Structures

131 ☐ Church, place of worship
161 ☐ Restaurant or cafeteria
162 ☐ Bar/Tavern or nightclub
213 ☐ Elementary school, kindergarten
215 ☐ High school, junior high
241 ☐ College, adult education
311 ☐ Nursing home
331 ☐ Hospital
341 ☐ Clinic, clinic-type infirmary
342 ☐ Doctor/Dentist office
361 ☐ Prison or jail, not juvenile
419 ☑ 1- or 2-family dwelling
429 ☐ Multifamily dwelling
439 ☐ Rooming/Boarding house
449 ☐ Commercial hotel or motel
459 ☐ Residential, board and care
464 ☐ Dormitory/Barracks
519 ☐ Food and beverage sales
539 ☐ Household goods, sales, repairs
571 ☐ Gas or service station
579 ☐ Motor vehicle/boat sales/repairs
599 ☐ Business office
615 ☐ Electric-generating plant
629 ☐ Laboratory/Science laboratory
700 ☐ Manufacturing plant
819 ☐ Livestock/Poultry storage (barn)
882 ☐ Non-residential parking garage
891 ☐ Warehouse

Outside

124 ☐ Playground or park
655 ☐ Crops or orchard
669 ☐ Forest (timberland)
807 ☐ Outdoor storage area
919 ☐ Dump or sanitary landfill
931 ☐ Open land or field
936 ☐ Vacant lot
938 ☐ Graded/Cared for plot of land
946 ☐ Lake, river, stream
951 ☐ Railroad right-of-way
960 ☐ Other street
961 ☐ Highway/Divided highway
962 ☐ Residential street/driveway
981 ☐ Construction site
984 ☐ Industrial plant yard

Look up and enter a Property Use code and description only if you have NOT checked a Property Use box.

⇨ Property Use ____ Code

Property Use Description

NFIRS-1 Revision 01/01/05

K1 Person/Entity Involved (Local Option)

Business Name (if applicable): | Area Code: 432 | Phone Number: 517-0373

☐ Check this box if same address as incident location (Section B) Then skip the three duplicate address lines.

Mr., Ms., Mrs.: | First Name: Becky | MI: | Last Name: Crane | Suffix:

Number: | Prefix: | Street or Highway: | Street Type: | Suffix:

Post Office Box: | Apt./Suite/Room: | City:

State: | ZIP Code: –

☐ More people involved? Check this box and attach Supplemental Forms (NFIRS–1S) as necessary.

K2 Owner (Local Option)

☐ Same as person involved? Then check this box and skip the rest of this block.

Business Name (if applicable): | Area Code: | Phone Number: – –

☐ Check this box if same address as incident location (Section B). Then skip the three duplicate address lines.

Mr., Ms., Mrs.: | First Name: | MI: | Last Name: | Suffix:

Number: | Prefix: | Street or Highway: | Street Type: | Suffix:

Post Office Box: | Apt./Suite/Room: | City:

State: | ZIP Code: –

L Remarks:

Greg McAlister
June 7,2020 23:31:10

R-2,E-5, L-1, M-5. and Battalion 1 to the area by 1700 Lancaster for a structure fire. While en-route R-2 noticed heavy smoke and some flame coming off of W. 18th. I told Ae. Reynolds to pull up there which we are going to name Alpha side. We arrived we had a single story building that looked to be fully evolved and seemed to have already vented a little bit from the roof. FF. Harris pulled pre connect 1 and started to make a quick attack from the outside as I made my 360. When I started to walk around I noticed powerlines down in the back yard so I told FF. Harris not to come back just hit what he could. I called dispatched to notify Oncor that we needed them to come out and disconnect the power, I also told Battalion 1 that we needed a line to be laid. I made my way around to starting from Alpha, to Beta, Charlie (which would be on Dallas street), and Delta. When I made my way to Charlie side I saw light smoke and flames coming from the Delta side. When I made my way to Delta side I saw heavy flames and starting to catch 408 Dallas eave on fire. . I went over the radio and told Battalion one that we had an exposure and I needed E-5 to come down Dallas and start protecting the exposure. E-5 pulled up and pulled one of their pre connects and knocked the fire down on 408 Dallas, and started to work on the Delta side of 406 Dallas to knock the fire down. They also laid a line to E-5 and from the manifold we

☑ More remarks? Check this box and attach Supplemental Forms (NFIRS–1S) as necessary.

M Authorization

Officer in charge ID	Signature	Position or rank	Assignment	Month	Day	Year
0805			Bat 1	06	07	2020

Check box if same as Officer in charge. ⇨ ☐

Member making report ID	Signature	Position or rank	Assignment	Month	Day	Year
0965			R-2	06	07	2020

A | FDID: KW601 | State: TX | Incident Date (MM DD YYYY): 06 07 2020 | Station: | Incident Number: 0001023 | Exposure: 000 | ☐ Delete ☐ Change | **NFIRS-1S Supplemental**

K1 Person/Entity Involved

Local Option

Business Name (if applicable) | Area Code | Phone Number

☐ Check this box if same address as incident location Then skip these three duplicate address lines

Mr . Ms . Mrs | First Name | MI | Last Name | Suffix

Number | Prefix | Street or Highway | Street Type | Suffix

Post Office Box | Apt /Suite/Room | City

State | ZIP Code

K1 Person/Entity Involved

Local Option

Business Name (if applicable) | Area Code | Phone Number

☐ Check this box if same address as incident location Then skip these these duplicate address lines

Mr . Ms . Mrs | First Name | MI | Last Name | Suffix

Number | Prefix | Street or Highway | Street Type | Suffix

Post Office Box | Apt /Suite/Room | City

State | ZIP Code

K1 Person/Entity Involved

Local Option

Business Name (if applicable) | Area Code | Phone Number

☐ Check this box if same address as incident location Then skip these three duplicate address lines

Mr . Ms . Mrs | First Name | MI | Last Name | Suffix

Number | Prefix | Street or Highway | Street Type | Suffix

Post Office Box | Apt /Suite/Room | City

State | ZIP Code

K1 Person/Entity Involved

Local Option

Business Name (if applicable) | Area Code | Phone Number

☐ Check this box if same address as incident location Then skip these three duplicate address lines

Mr . Ms . Mrs | First Name | MI | Last Name | Suffix

Number | Prefix | Street or Highway | Street Type | Suffix

Post Office Box | Apt /Suite/Room | City

State | ZIP Code

K1 Person/Entity Involved

Local Option

Business Name (if applicable) | Area Code | Phone Number

☐ Check this box if same address as incident location Then skip these three duplicate address lines

Mr . Ms . Mrs | First Name | MI | Last Name | Suffix

Number | Prefix | Street or Highway | Street Type | Suffix

Post Office Box | Apt /Suite/Room | City

State | ZIP Code

E3 Supplemental Special Studies
Local Option

NFIRS-1S Supplemental

	Special Study ID#	Special Study Value
1		
2		
3		
4		
5		
6		
7		
8		

L Remarks:
Local Option

laid a line to R-2. At this time L-1 showed up and started to help E-5 crew. I went inside 406 Dallas to see if there was any heat or flames that I could see. There was no smoke or flames and the hottest I got on the Thermal was 98 degrees where the fire was at on the outside. I left 406 Dallas to give battalion 1 and update. After that acting Lt. Pederson and myself made entry to 406 Dallas which was the main structure and see what we could do. We entered through the Charlie side which we had to pry to door open and made our way to the Alpha side. There was heavy smoke in the house at this time and little flame that we could see from the delta side. We extinguished that and tried to breach the ceiling. What we found was sheetrock, over plywood, over metal. Pederson and myself evacuated the building and gave report to Battalion chief stating that its up in the attic but we can't get to it due to what we found. At this time we decided to keep E-5 and L-1 crew focus on protecting the two exposures 406 and 404.5 Dallas and have R-2 crew hit what they could from the back yard. We decided to go ahead and make our way back to 406 Dallas where we used the thermal again and we found the ceiling to be hotter at 145 degrees where the fire was. At this time we used the vent saw to cut a little hole so we could try to put the fire out. The angle wasn't working so it was decided to go ahead and breach the ceiling so we could see what we had and possibly extinguish the fire. Battalion called for a second alarm around this time due to guys getting overworked (E-4) on the way. I talked to Battalion 1 and stated that lets bring L-1 around and get it set up since there is no way that we can get to the fire and possibly letting it vent itself. We pulled L-1 around E-5 on Dallas street and set the ladder up. We switched over LDH from E-5 to L-1 due to L-1 going to use more water with the aerial device. We also hooked up another 2.5 from the manifold and supplied E-5 since we were not going to use much water. Oncor came somewhere around this time and disconnected the power lines and pulled meters from 408 and 406 Dallas. We decided to pull everyone back and just protect the exposure of the two houses and let 406 Dallas burn and self vent around this time E-4 showed up. Part of the roof collapsed where we could use the Aerial device to gain the upper hand. We knocked the fire down but was still not making any progress due to the half of the roof collapsing. We pulled back again and let the fire burn and collapse the second part of the roof. Approximately about 30 minutes the second part of the roof collapsed and we could knock the fire down. What happened was when the roof collapsed it trapped the fire from the flat roof and the pitched roof. We tried to put the fire out but couldn't get to it. After conversation and many attempts to extinguish the fire. It was decided that the roof was still stable enough to get on top and start venting. We grabbed the vent saw and it didn't start. So I used the attic ladder for support to walk on and an ax to sound and start cutting the roof and pulling it apart. Battalion one was on the carport with a hose and would put water on the fire. We were able to pull enough ply wood off where we could actua

A | FDID: KW601 ☆ | State: TX ☆ | Incident Date (MM/DD/YYYY): 06/07/2020 ☆ | Station: | Incident Number: 0001023 ☆ | Exposure: 000 ☆ | ☐ Delete ☐ Change | **NFIRS-1S Supplemental**

K1 Person/Entity Involved

Local Option

Business Name (if applicable) | Area Code | Phone Number

☐ Check this box if same address as incident location Then skip these three duplicate address lines

Mr., Ms., Mrs | First Name | MI | Last Name | Suffix

Number | Prefix | Street or Highway | Street Type | Suffix

Post Office Box | Apt /Suite/Room | City

State | ZIP Code

K1 Person/Entity Involved

Local Option

Business Name (if applicable) | Area Code | Phone Number

☐ Check this box if same address as incident location Then skip these these duplicate address lines

Mr., Ms., Mrs | First Name | MI | Last Name | Suffix

Number | Prefix | Street or Highway | Street Type | Suffix

Post Office Box | Apt /Suite/Room | City

State | ZIP Code

K1 Person/Entity Involved

Local Option

Business Name (if applicable) | Area Code | Phone Number

☐ Check this box if same address as incident location Then skip these three duplicate address lines

Mr., Ms., Mrs | First Name | MI | Last Name | Suffix

Number | Prefix | Street or Highway | Street Type | Suffix

Post Office Box | Apt /Suite/Room | City

State | ZIP Code

K1 Person/Entity Involved

Local Option

Business Name (if applicable) | Area Code | Phone Number

☐ Check this box if same address as incident location Then skip these three duplicate address lines.

Mr., Ms., Mrs | First Name | MI | Last Name | Suffix

Number | Prefix | Street or Highway | Street Type | Suffix

Post Office Box | Apt /Suite/Room | City

State | ZIP Code

K1 Person/Entity Involved

Local Option

Business Name (if applicable) | Area Code | Phone Number

☐ Check this box if same address as incident location Then skip these three duplicate address lines

Mr., Ms., Mrs | First Name | MI | Last Name | Suffix

Number | Prefix | Street or Highway | Street Type | Suffix

Post Office Box | Apt /Suite/Room | City

State | ZIP Code

E3 Supplemental Special Studies
Local Option

NFIRS-1S Supplemental

	Special Study ID#	Special Study Value		Special Study ID#	Special Study Value		Special Study ID#	Special Study Value		Special Study ID#	Special Study Value
1			2			3			4		
5			6			7			8		

L **Remarks:**
Local Option

lly get to the fire. We extinguished the fire and made our way to the Bravo Charlie side and pulled some more plywood back and hit that spot. We also hit the Charlie Delta side the best we could. We started to wrap up and breaking down. Where Battalion 1 and myself went to go do a investigation. What we found to be the cause of the fire was where the blower is for the A.C. unit on the Delta side on the wall there was a quick disconnect. If you followed that quick disconnect all the way down you can see that it was burnt. I was told by Battalion one saying that Pederson saw flames coming underneath the structure. We are thinking that it was an electrical fire down by the quick connect. Before we left we noticed the tree in the back yard to have hot spots so we put water on the hot spots. Everyone 10-8

A

FDID	State	MM	DD	YYYY	Station	Incident Number	Exposure
KW601	TX	06	07	2020	002	0001023	000

☐ Delete ☐ Change — NFIRS-2 Fire

B Property Details

B1 1 — Estimated number of residential living units in building of origin *whether or not all units became involved* ☐ Not Residential

B2 ____ Number of buildings involved ☐ Buildings not involved

B3 ____ , ____ Acres burned (outside fires) ☑ None ☐ Less than one acre

C On-Site Materials or Products ☐ None

Complete if there were any significant amounts of commercial, industrial, energy, or agricultural products or materials on the property, *whether or not they became involved.*

Enter up to three codes. Check one box for each code entered.

On-site material (1) ____ ____ — On-Site Materials Storage Use: 1 ☐ Bulk storage or warehousing 2 ☐ Processing or manufacturing 3 ☐ Packaged goods for sale 4 ☐ Repair or service U ☐ Undetermined

On-site material (2) ____ ____ — On-Site Materials Storage Use: 1 ☐ Bulk storage or warehousing 2 ☐ Processing or manufacturing 3 ☐ Packaged goods for sale 4 ☐ Repair or service U ☐ Undetermined

On-site material (3) ____ ____ — On-Site Materials Storage Use: 1 ☐ Bulk storage or warehousing 2 ☐ Processing or manufacturing 3 ☐ Packaged goods for sale 4 ☐ Repair or service U ☐ Undetermined

D Ignition

Structural area,

D1 70 other — Area of fire origin ☆

D2 UU Undetermined — Heat source ☆

Electrical wire,

D3 81 cable insulation — Item first ignited ☆ 1 ☐ Check box if fire spread was confined to object of origin.

D4 ____ ____ Type of material first ignited — Required only if item first ignited code is 00 or <70.

E1 Cause of Ignition ☆ ☐ Check box if this is an exposure report. ⇨ Skip to Section G

1 ☐ Intentional
2 ☑ Unintentional
3 ☐ Failure of equipment or heat source
4 ☐ Act of nature
5 ☐ Cause under investigation
U ☐ Cause undetermined after investigation

E2 Factors Contributing to Ignition ☆ ☐ None

Electrical failure,

30 malfunction, other — Factor contributing to ignition (1)

____ ____ Factor contributing to ignition (2)

E3 Human Factors ☆ **Contributing to Ignition**

Check all applicable boxes ☑ None

1 ☐ Asleep
2 ☐ Possibly impaired by alcohol or drugs
3 ☐ Unattended person
4 ☐ Possibly mentally disabled
5 ☐ Physically disabled
6 ☐ Multiple persons involved
7 ☐ Age was a factor

Estimated age of person involved ____ — 1 ☐ Male 2 ☐ Female

F1 Equipment Involved in Ignition

☐ None ⇨ If equipment was not involved, skip to Section G.

____ ____ Equipment Involved

Brand ____

Model ____

Serial # ____

Year ____

F2 Equipment Power Source

____ ____ Equipment Power Source

F3 Equipment Portability

1 ☐ Portable
2 ☐ Stationary

Portable equipment normally can be moved by one or two persons, is designed to be used in multiple locations, and requires no tools to install.

G Fire Suppression Factors ☐ None

Enter up to three codes.

____ ____ Fire suppression factor (1)

____ ____ Fire suppression factor (2)

____ ____ Fire suppression factor (3)

H1 Mobile Property Involved ☐ None

1 ☐ Not involved in ignition, but burned
2 ☐ Involved in ignition, but did not burn
3 ☐ Involved in ignition and burned

H2 Mobile Property Type and Make

____ ____ Mobile property type

____ ____ Mobile property make

____ ____ Mobile property model — Year

____ License Plate Number — ____ State — ____ VIN

Structure fire? Please be sure to complete the Structure Fire form (NFIRS-3).

Local Use

☐ Pre-Fire Plan Available

Some of the information presented in this report may be based upon reports from other agencies:

☐ Arson report attached
☐ Police report attached
☐ Coroner report attached
☐ Other reports attached

NFIRS-2 Revision 01/01/05

Printed 14:06 06/08/2020

I1 Structure Type ☆

If fire was in an enclosed building or a portable/mobile structure, complete the rest of this form.

- 1 ☑ Enclosed building
- 2 ☐ Portable/Mobile structure
- 3 ☐ Open structure
- 4 ☐ Air-supported structure
- 5 ☐ Tent
- 6 ☐ Open platform (e.g., piers)
- 7 ☐ Underground structure (work areas)
- 8 ☐ Connective structure (e.g., fences)
- 0 ☐ Other type of structure

I2 Building Status ☆

- 1 ☐ Under construction
- 2 ☐ In normal use
- 3 ☐ Idle, not routinely used
- 4 ☐ Under major renovation
- 5 ☑ Vacant and secured
- 6 ☐ Vacant and unsecured
- 7 ☐ Being demolished
- 0 ☐ Other
- U ☐ Undetermined

I3 Building Height ☆

Count the roof as part of the highest story.

001 — Total number of stories at or above grade.

00 — Total number of stories below grade.

I4 Main Floor Size ☆

NFIRS–3 Structure Fire

00 , 003 , 750 — Total square feet

OR

0 , 075 BY 0 , 050 — Length in feet / Width in feet

J1 Fire Origin ☆

001 — Story of fire origin

☐ Below grade

J2 Fire Spread ☆

If fire spread was confined to object of origin do not check a box (Ref. Block D3, Fire Module)

- 2 ☐ Confined to room of origin
- 3 ☐ Confined to floor of origin
- 4 ☐ Confined to building of origin
- 5 ☑ Beyond building of origin

J3 Number of Stories Damaged by Flame

Count the roof as part of the highest story.

- ____ Number of stories w/minor damage (1 to 24% flame damage)
- ____ Number of stories w/significant damage (25 to 49% flame damage)
- ____ Number of stories w/heavy damage (50 to 74% flame damage)
- ____ Number of stories w/extreme damage (75 to 100% flame damage)

K Type of Material Contributing Most to Flame Spread

☐ Check if no flame spread OR if same as Material First Ignited (Block D4, Fire Module) OR if unable to determine → Skip to Section L

K1 ____ ____ — Item contributing most to flame spread

K2 ____ ____ — Type of material contributing most to flame spread / Required only if item contributing code is 00 or <70

L1 Presence of Detectors ☆

(In area of the fire)

- N ☑ None Present → Skip to Section M
- 1 ☐ Present
- U ☐ Undetermined

L2 Detector Type

- 1 ☐ Smoke
- 2 ☐ Heat
- 3 ☐ Combination smoke and heat
- 4 ☐ Sprinkler, water flow detection
- 5 ☐ More than one type present
- 0 ☐ Other
- U ☐ Undetermined

L3 Detector Power Supply

- 1 ☐ Battery only
- 2 ☐ Hardwire only
- 3 ☐ Plug-in
- 4 ☐ Hardwire with battery
- 5 ☐ Plug-in with battery
- 6 ☐ Mechanical
- 7 ☐ Multiple detectors & power supplies
- 0 ☐ Other
- U ☐ Undetermined

L4 Detector Operation

- 1 ☐ Fire too small to activate
- 2 ☐ Operated → Complete Block L5
- 3 ☐ Failed to operate → Complete Block L6
- U ☐ Undetermined

L5 Detector Effectiveness

Required if detector operated

- 1 ☐ Alerted occupants, occupants responded
- 2 ☐ Alerted occupants, occupants failed to respond
- 3 ☐ There were no occupants
- 4 ☐ Failed to alert occupants
- U ☐ Undetermined

L6 Detector Failure Reason

Required if detector failed to operate.

- 1 ☐ Power failure, shutoff, or disconnect
- 2 ☐ Improper installation or placement
- 3 ☐ Defective
- 4 ☐ Lack of maintenance, includes not cleaning
- 5 ☐ Battery missing or disconnected
- 6 ☐ Battery discharged or dead
- 0 ☐ Other
- U ☐ Undetermined

M1 Presence of Automatic Extinguishing System ☆

- N ☑ None Present
- 1 ☐ Present
- 2 ☐ Partial System Present
- U ☐ Undetermined

→ Complete rest of Section M

M2 Type of Automatic Extinguishing System

Required if fire was within designed range of AES

- 1 ☐ Wet-pipe sprinkler
- 2 ☐ Dry-pipe sprinkler
- 3 ☐ Other sprinkler system
- 4 ☐ Dry chemical system
- 5 ☐ Foam system
- 6 ☐ Halogen-type system
- 7 ☐ Carbon dioxide (CO_2) system
- 0 ☐ Other special hazard system
- U ☐ Undetermined

M3 Operation of Automatic Extinguishing System

Required if fire was within designed range.

- 1 ☐ Operated/effective (go to M4)
- 2 ☐ Operated/Not effective (go to M4)
- 3 ☐ Fire too small to activate
- 4 ☐ Failed to operate (go to M5)
- 0 ☐ Other
- U ☐ Undetermined

M4 Number of Sprinkler Heads Operating

Required if system operated.

____ Number of sprinkler heads operating

M5 Reason for Automatic Extinguishing System Failure

Required if system failed or not effective.

- 1 ☐ System shut off
- 2 ☐ Not enough agent discharged
- 3 ☐ Agent discharged but did not reach fire
- 4 ☐ Wrong type of system
- 5 ☐ Fire not in area protected
- 6 ☐ System components damaged
- 7 ☐ Lack of maintenance
- 8 ☐ Manual intervention
- 0 ☐ Other
- U ☐ Undetermined

NFIRS–3 Revision 01/01/06

A

FDID ☆	State ☆	Incident Date (MM / DD / YYYY) ☆	Station	Incident Number ☆	Exposure ☆	Delete / Change	NFIRS-10 Personnel
KW601	TX	06 / 07 / 2020	002	0001023	000	☐ / ☐	

B Apparatus or Resources | Dates and Times (Midnight is 0000; Check if same date as Alarm date on the Basic Module (Block E1). Month Day Year Hour/Min) | Sent [X] | Number of People ☆ | Apparatus Use ☆ (Check ONE box for each apparatus to indicate its main use at the incident.) | Actions Taken (List up to 4 actions for each apparatus and each personnel.)

1 ID: Unit 11 ☆Type: 92

		Sent
Dispatch	☑ 1554	☑
Arrival	☑ 1604	
Clear	☑ 2110	

Number of People: 1

Apparatus Use: ☐ Suppression ☐ EMS ☑ Other

Personnel ☆ ID	Name	Rank or Grade	Attend [X]	Action Taken	Action Taken	Action Taken	Action Taken
0805	CHRIS GLENN		☑				
			☐				
			☐				
			☐				
			☐				
			☐				

2 ID: Engine _ ☆Type: 11

		Sent
Dispatch	☑ 1554	☑
Arrival	☑ 1601	
Clear	☑ 2110	

Number of People: 2

Apparatus Use: ☑ Suppression ☐ EMS ☐ Other

Personnel ☆ ID	Name	Rank or Grade	Attend [X]	Action Taken	Action Taken	Action Taken	Action Taken
			☐				
0673	Chad Pederson		☑				
1593	Tyler Moss		☑				
			☐				
			☐				
			☐				

3 ID: Ladder _ ☆Type: 12

		Sent
Dispatch	☑ 1554	☑
Arrival	☑	
Clear	☑ 2110	

Number of People: 2

Apparatus Use: ☑ Suppression ☐ EMS ☐ Other

Personnel ☆ ID	Name	Rank or Grade	Attend [X]	Action Taken	Action Taken	Action Taken	Action Taken
1651	JOSH JENNINGS		☑				
1767	Shane M. Evans		☑				
			☐				
			☐				
			☐				
			☐				

NFIRS-10 Revision 01/01/04

Printed 14:06 06/08/2020

A | FDID: KW601 | State: TX | Incident Date (MM/DD/YYYY): 06/07/2020 | Station: 002 | Incident Number: 0001023 | Exposure: 000 | ☐ Delete ☐ Change | NFIRS-10 Personnel

B Apparatus or Resources	Dates and Times (Midnight is 0000; Check if same date as Alarm date on the Basic Module (Block E1))	Sent [X]	Number of People ☆	Apparatus Use ☆ (Check ONE box for each apparatus to indicate its main use at the incident.)	Actions Taken (List up to 4 actions for each apparatus and each personnel.)
1 ID: Medic 5 ☆Type: 76	Dispatch ☑ 1554 Arrival ☑ 1601 Clear ☑ 2110	Sent ☑	2	☐ Suppression ☑ EMS ☐ Other	

Personnel ☆ ID	Name	Rank or Grade	Attend [X]	Action Taken	Action Taken	Action Taken	Action Taken
1777	Aaron Ragle		☑				
2108	MATTHEW ROGERS		☑				
			☐				
			☐				
			☐				
			☐				

2 ID: Rescue ☆Type: 71	Dispatch ☑ 1554 Arrival ☑ 1601 Clear ☑ 2110	Sent ☑	3	☑ Suppression ☐ EMS ☐ Other	

Personnel ☆ ID	Name	Rank or Grade	Attend [X]	Action Taken	Action Taken	Action Taken	Action Taken
0965	Greg McAlister		☑				
1682	John Reynolds		☑				
2070	JUSTIN HARRIS		☑				
			☐				
			☐				
			☐				

3 ID: ☆Type:	Dispatch Arrival Clear	Sent ☐		☐ Suppression ☐ EMS ☐ Other	

Personnel ☆ ID	Name	Rank or Grade	Attend [X]	Action Taken	Action Taken	Action Taken	Action Taken
			☐				
			☐				
			☐				
			☐				
			☐				
			☐				

A

FDID ☆	State ☆	MM Incident Date	DD ☆	YYYY	Station	Incident Number ☆	Exposure ☆
KW601	TX	06	07	2020	002	0001023	000

☐ Delete ☐ Change ☐ No Activity

ESO-1 Non-NFIRS Fields

E1 Additional Incident Times

	Month	Day	Year	Hour Min		Month	Day	Year	Hour Min
PSAP Recieved	06	07	2020		Dispatch Notified	06	07	2020	

B Apparatus or Resources — Dates and Times (Midnight is 0000)

	ID	Type	En Route (Month Day Year Hour/Min)	District (Month Day Year)
1			06 07 2020 1554	06 07 2020
2			06 07 2020 1554	06 07 2020
3			06 07 2020 1554	06 07 2020
4			06 07 2020 1554	06 07 2020
5			06 07 2020 1554	06 07 2020
6				
7				
8				
9				

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
PHOTOGRAPHS TAKEN BY MALISSA GARCIA

"With regard to the photographs in **Exhibits O-4, and O-5** I am familiar with and recognize the scene depicted in the photographs. On January 13, 2023, and February 23, 2023 I inspected the property described as:

> **PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES** of Big Spring, Howard County, Texas, also known as **406 DALLAS**, Big Spring, Texas

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

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT O-4


1/13/2023 11:11


1/13/2023 11:11


OBJECTS IN MIRROR ARE CLOSER
THAN THEY APPEAR
1/13/2023 11:14


1/13/2023 11:14

EXHIBIT O-5

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY MALISSA GARCIA

"The document in **Exhibit O-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit O-7** is also attached.

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT O-6

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

406 DALLAS, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS
50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES

February 13, 2023

FRANK GALAN
DELIA CANTU
406 DALLAS
BIG SPRING, TX 79720

Sent via: First Class US Mail and Certified Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and the **Big Spring Zoning Ordinance** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code	
Sec. 111.1.5 (7), (11) Hazardous structure or premises	Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.
Sec. 302.1 Sanitation.	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

Sec. 302.4 Weeds	The premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches.
Sec. 302.5 Rodent harborage.	The exterior of the property is not being kept free from rodent harborages.
Sec. 308.1. Accumulation of rubbish or garbage.	Exterior property and premises…shall be free from any accumulation of rubbish or garbage.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
A fire on the premises occurred on June 07, 2020. The structures on the premises were destroyed. Roofs, doors, windows are missng on both premises. The premises is littered scrap wood, fence panels, and other debris. Weeds and plant growth are in excess of 12 inches along with an excess of trash littered over the yard that is required to be removed from the property. The accumulation of these items provide harborage and/or food to rodents and other vermin that need to be removed as well.	Seven (7) days from date of mailing

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

Issued by

Malissa Garcia	Code Compliance
Name	*Department*
432-264-2506	mgarcia@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the

amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **February 14, 2023** at **5:30 p.m.** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION 9.02. - Rules; oral evidence; admissibility of evidence; exclusion of evidence; rights of parties.

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

(c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(e) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;
2. To introduce documentary and physical evidence;
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
4. To impeach any witness regardless of which party first called him to testify;
5. To rebut the evidence against him;
6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Code Official's order is upheld by the Hearing Board, you may appeal its ruling to the District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall be final.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

M. Garcia

Malissa Garcia, Code Enforcement
City of Big Spring, Texas

EXHIBIT O-7

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **FEBRUARY 23, 2023**, attached as **Exhibit O-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 13, 2023.

This notice was also published in the Big Spring Herald on February 11, 2023."

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT O-8

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING
CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON FEBRUARY 23, 2023, AT 5:30 P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC

2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON T. COREA

406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALAN AND DELIA CANTU

2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 A & B BK6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 6 0.156 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER

2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE

2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY WHITE

1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KENT IVEY

1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MAYHALL ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL

1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIPSA RODRIGUEZ

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES– OWNER: GINA HERNDERSON

1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES– OWNER: DONNA BERRY

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017– OWNER: MAURICE VILLAREAL

709 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES– OWNER: CHRISTIAN SPIVEY

1223 E 16 TH , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 17 K 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES – OWNER: SUSAN & DAVID KING; JUDITH TREECE

1705 JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES– OWNER: RANDALL COLLIN

627 STATE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES– OWNER: MARY HERRERA

2606 LARRY, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022– OWNER: SANDRA GAY WALL BAIR

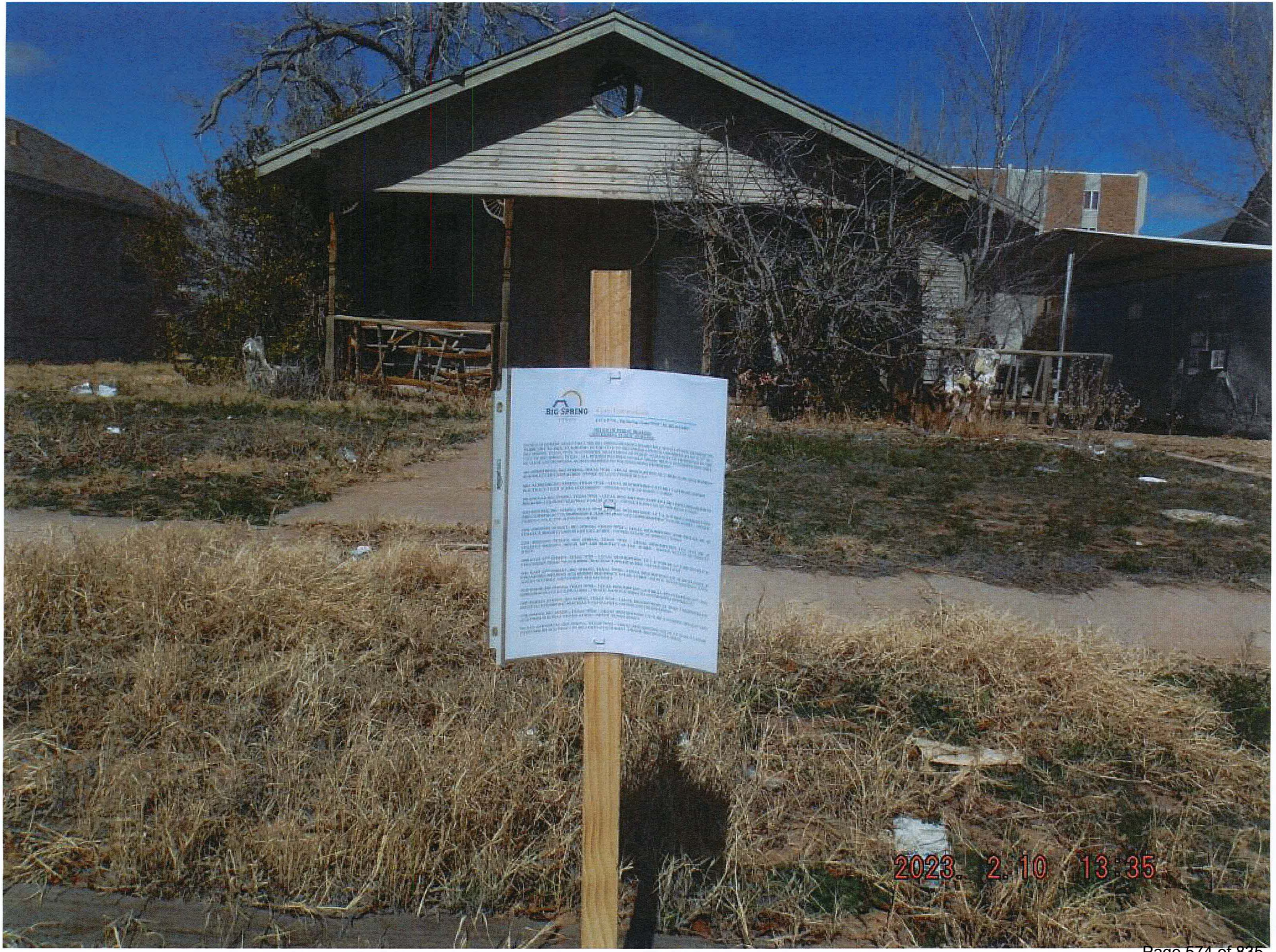
1004 E 12 TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES– OWNER: CAROLE J STEVENS

700 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019– OWNER: JELICIA MARTIN

1500 LINCOLN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES– OWNER: EDDIE ALVARADO

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEASE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna, Building Official, City of Big Spring


BIG SPRING
2023. 2. 10 13:35

446 ARMSTRONG

CODE OFFICER: MALISSA GARCIA

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF MALISSA GARCIA
CONCERNING 446 ARMSTRONG

BEFORE ME, the undersigned authority, on this day, personally appeared **MALISSA GARCIA**, who, being by me duly sworn, deposed as follows:

"My name is **MALISSA GARCIA**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **446 ARMSTRONG**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16th day of February, 2023 by the above referenced Affiant.

Mir Barela
Notary Public, State of Texas



STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
CONCERNING THE IDENTITY AND ADDRESS OF
OWNER, LIENHOLDER, OR MORTGAGEE

"I made a reasonable effort to determine the identity and address of an owner, lienholder, or mortgagee of the property described as:

SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.895 ACRES of Big Spring, Howard County, Texas, also known as **446 ARMSTRONG**, Big Spring, Texas

by searching the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

Using the above-described records, I verified that **EL GATO PROPERTIES, LLC** is the owner of the property located at the above-described premises and their mailing address is **446 ARMSTRONG**, Big Spring, Howard County, Texas, as shown in **Exhibit P-1**.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16th day of February, 2023 by the above referenced Affiant.

Notary Public, State of Texas

EXHIBIT P-1

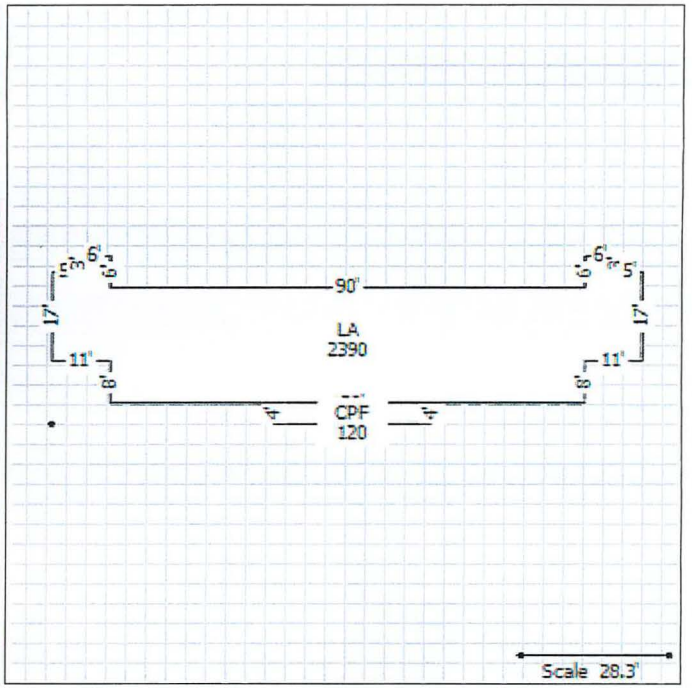
Ownership

TO PROPERTIES LLC,
AS LIMITED LIABILITY COMPANY
122ND ST
OCK, TX 79424

Exemptions/Deed

INST: 201900007933
VOL: 1844
PAGE: 659
DATE: 8/8/2019





Legal Information

.: SC 2 BK 33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.859 ACRES
: 446 ARMSTRONG
5:3.859
0010
50010.1

UNCERTIFIED

Appraisal Coding

Appr By CT Appr Dt 10/29/20
Check By Check Dt

t	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
9		1844	659	201900007933	8/8/19	++++++	++++++	EL GATO PROPERTIES LLC,	STERLING CREEK PROPERTY
14		1400	1	2014-00004073	6/13/14	++++++	++++++	STERLING CREEK PROPERTY	MCBW PROPERTIES LTD
08		1089	165	0	4/11/08	++++++	++++++	MCBW PROPERTIES LTD	PROPERTY PROS OF TEXAS

Mortgage	Geo Quad	Aerial	Map Id	Use
	0			

g Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%		Value
ING AREA	Y	1960/NA	RS3F	2,390	84.04	200,856	0	FA -67%		0%	0%	0%	100%	0%	-67.0%	*	66,282
OVERED PORCH FR	Y	1960/NA	RS3F	120	12.61	1,513	0	FA -67%		0%	0%	0%	100%	0%	-67.0%	*	499
RA FEATURES							14630										5120
				======		=======	======										=======
				2,510		202,369	14,630										71,901

MA: 2390 MKT CSF MA: 72.238 CSF IMPR: 30.084

Feature Code	Cpsf / Value
AST-1 STORY	0
AUT-ALL	0
FET-FRAME	0
GRM-TAR & GRAVE	0
HRT-HIP	0
MHC-MOIST AIR	0
SFN-SLAB	0
2BT-2 BATHS	5,120
	======
	5,120

ode	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
	3.859 AC/168,098 SF	3,500.0		3,499.87		0%		Y	13,506	A1						
	ACREAGE															
									=======							======
									13,506							0

Comments

	2023	Ptd	Change +/-	Prior 2022	Ptd
Impr Homesite +	159,144	A1	-14,663	173,807	A1
Land Homesite +	13,506	A1	0	13,506	A1
Total Market =	172,650		-14,663	187,313	
Assessed =	172,650		-14,663	187,313	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
01H HOWARD COUNTY	0	172,650	.3275450		565.51
02B CITY OF BIG SPRING	0	172,650	.6731630		1,162.22
03B BIG SPRING ISD	0	172,650	1.0160000		1,754.12
052 HOWARD COLLEGE	0	172,650	.2367770		408.80
** ESTIMATED TOTAL					=======
					3,890.65

Nbh Coding	Misc Coding
MULTI	

PERMITS2 Print Date 1/18/2023 11:37:07 AM Property ID : R000050010 Geo ID : 52002003000 Quick Link :

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
446 ARMSTRONG CASE NOTES

"This record, attached as **Exhibit P-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16th day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT P-2

01-18-2023 11:33 AM TASK NOTES REPORT

TASK #: 114197 ORIG. DATE:

TASK CODE: INSPECT SUBSTANDARD DUE DATE:

PROPERTY: 447 ARMSTRONG ST

NOTES

Incident Notes:

Task #: 114197 - INSPECT SUBSTANDARD - 1/17/2023
property at 446 armstrong is the house we are looking into for substandard
structure in gimini there are 3 properties combined into one address,
which is 446 armstrong. this house has been abandoned since 2016. windows
are busted out and you can see straight thru the house.

Task #: 114198 - SUBSTANDARD BLD - 1/17/2023

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
PHOTOGRAPHS TAKEN BY MALLISA GARCIA

"With regard to the photographs in **Exhibits P-3, and P-4** I am familiar with and recognize the scene depicted in the photographs. On January 13, 2023, and February 23, 2023 I inspected the property described as:

> **SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.895 ACRES** of Big Spring, Howard County, Texas, also known as **446 ARMSTRONG**, Big Spring, Texas

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

SIGNED on the 23RD day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 23RD day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Miranda Barela
Notary Public, State of Texas

EXHIBIT P-3


1/13/2023 10:54


1/13/2023 10:54

EXHIBIT P-4

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY MALISSA GARCIA

"The document in **Exhibit P-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit P-6** is also attached.

SIGNED on the 16TH day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16th day of February, 2023 by the above referenced Affiant.

Notary Public, State of Texas

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

EXHIBIT P-5

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

446 ARMSTRONG, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: SC 2 BK 33 1S 661 ACQ
06132014 BLK/TRACT 331S 3.859 ACRES

February 13, 2023

EL GATO PROPERTIES LLC
3309 DAWN CIRCLE
MIDLAND, TX 79707

Sent via: First Class US Mail and Certified Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and the **Big Spring Zoning Ordinance** have been violated, constituting a nuisance:

VIOLATION

Property Maintenance Code	**Description of Violation**
Sec. 304.13 Window, skylight and door frames	Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.
Sec. 302.1 Sanitation.	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.
Sec. 302.5 Rodent harborage.	The exterior of the property is not being kept free from rodent harborages.
Sec. 308.1. Accumulation of rubbish or garbage.	Exterior property and premises…shall be free from any accumulation of rubbish or garbage.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
The premises is littered with piles of wood, roofing, poles, trash, tires and several other accumulated items that need to be removed from the property. The accumulation of these items provide harborage and/or food to rodents and other vermin that need to be removed as well. This property has several doors/windows missing from the structure. The structure will either need to be demolished completely or repaired to current code standards.	Seven (7) days from date of mailing

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

Issued by

Malissa Garcia	Code Compliance
Name	*Department*
432-264-2506	mgarcia@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **February 23, 2023** at **5:30 p.m.** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION 9.02. - Rules; oral evidence; admissibility of evidence; exclusion of evidence; rights of parties.

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

(c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(e) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;

2. To introduce documentary and physical evidence;

3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;

4. To impeach any witness regardless of which party first called him to testify;

5. To rebut the evidence against him;

6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Code Official's order is upheld by the Hearing Board, you may appeal its ruling to the District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall be final.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

M. Garcia

Malissa Garcia, Code Enforcement
City of Big Spring, Texas

EXHIBIT P-6

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **FEBRUARY 23, 2023**, attached as **Exhibit P-7**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 13, 2023.

This notice was also published in the Big Spring Herald on February 11, 2023."

SIGNED on the 16th day of February, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16th day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Mir Barela
Notary Public, State of Texas

EXHIBIT P-7

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON FEBRUARY 23, 2023, AT 5:30 P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC

2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON T. COREA

406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALAN AND DELIA CANTU

2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 A & B BK6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 6 0.156 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER

2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE

2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY WHITE

1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KENT IVEY

1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MAYHALL ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL

1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIPSA RODRIGUEZ

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES– OWNER: GINA HERNDERSON

1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES– OWNER: DONNA BERRY

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017– OWNER: MAURICE VILLAREAL

709 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES– OWNER: CHRISTIAN SPIVEY

1223 E 16 TH , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 17 K 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES – OWNER: SUSAN & DAVID KING; JUDITH TREECE

1705 JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES– OWNER: RANDALL COLLIN

627 STATE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES– OWNER: MARY HERRERA

2606 LARRY, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022– OWNER: SANDRA GAY WALL BAIR

1004 E 12 TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES– OWNER: CAROLE J STEVENS

700 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019– OWNER: JELICIA MARTIN

1500 LINCOLN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES– OWNER: EDDIE ALVARADO

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEASE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna, Building Official, City of Big Spring


2023. 2. 10 13:48

627 STATE

CODE OFFICER: JACOB LEOS

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF JACOB LEOS
CONCERNING 627 STATE

BEFORE ME, the undersigned authority, on this day, personally appeared **JACOB LEOS**, who, being by me duly sworn, deposed as follows:

"My name is **JACOB LEOS**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **627 STATE**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16th day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
CONCERNING THE IDENTITY AND ADDRESS OF
OWNER, LIENHOLDER, OR MORTGAGEE

"I made a reasonable effort to determine the identity and address of an owner, lienholder, or mortgagee of the property described as:

LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES of Big Spring, Howard County, Texas, also known as **627 STATE**, Big Spring, Texas

by searching the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

Using the above-described records, I verified that **MARY A. HERRERA** is the owner of the property located at the above-described premises and their mailing address is **627 STATE**, Big Spring, Howard County, Texas, as shown in **Exhibit Q-1**.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16th day of February, 2023 by the above referenced Affiant.

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 132739241

Notary Public, State of Texas

EXHIBIT Q-1

HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000002132 Geo ID : B2700009200

Ownership

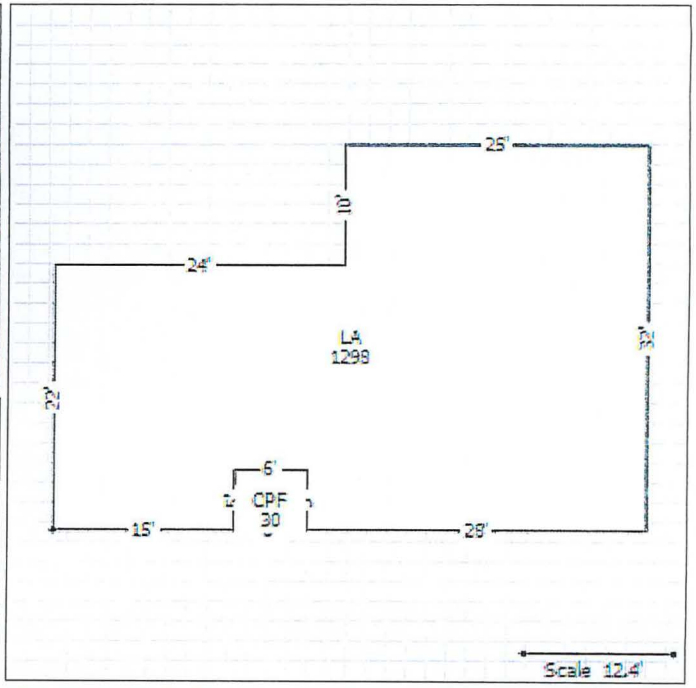
HERRERA MARY A

1001 N INDIANA APT 2903
LUBBOCK, TX 79415-1588

Exemptions/Deed

VOL: 925
PAGE: 659
DATE: 3/2/2004





Legal Information

LEGAL: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES
SITUS: 627 STATE
ACRES:0.130
ALT:2132
XREF:2132.1

Appraisal Coding

Appr By JD Appr Dt 11/01/21
Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
3/2/04		925	659	0	3/2/04	++++++	++++++	HERRERA MARY A	PHILLIPS JERRY A
12/12/01		0846	685	0	3/2/04	++++++	++++++	PHILLIPS JERRY A	ASSOCIATES 1ST CAPITAL

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Value
LA-LIVING AREA	Y	1960/NA	RS3F	1,298	100.92	130,994	0	FA -67%		0%	0%	0%	100%	0%	-67.0%	43,228
CPF-COVERED PORCH FR	Y	1960/NA	RS3F	30	15.14	454	0	FA -67%		0%	0%	0%	100%	0%	-67.0%	150
				1,328		131,448	0									43,378

SQFT MA: 1298 MKT CSF MA: 39.015 CSF IMPR: 33.419 LOC CODE: MC

Feature Code	Cpsf / Value
AST-1 STORY	0
AUT-ALL	0
CRM-COMPOSITION	0
FET-FRAME	0
HRT-HIP	0
MHC-MOIST AIR	0
PFN-PIER AND BE	0
1BT-1 BATH	0
	0

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
FF18	70.0 FF/68.0 RF/105.0 DF LOTS	70.0		69.00		0%	0	Y	4,830	A1						
FF18	16.0 FF/16.0 RF/0.0 DF	70.0		70.00		0%	0	Y	1,120	A1						
									5,950							0

Comments

	2023	Ptd	Change +/-	Prior 2022	Ptd
Impr Homesite +	44,692	A1	0	44,692	A1
Land Homesite +	5,950	A1	0	5,950	A1
Total Market =	50,642		0	50,642	
Assessed =	50,642		0	50,642	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
01H HOWARD COUNTY	0	50,642	.3275450		165.88
02B CITY OF BIG SPRING	0	50,642	.6731630		340.90
03B BIG SPRING ISD	0	50,642	1.0160000		514.52
052 HOWARD COLLEGE	0	50,642	.2367770		119.91
** ESTIMATED TOTAL					1,141.21

Nbh Coding

Misc Coding
BSISDEN
MC22

User PERMITS2 Print Date 10/3/2022 9:14:47 AM Property ID : R000002132 Geo ID : B2700009200 Quick Link :

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
627 STATE CASE NOTES

"This record, attached as **Exhibit Q-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT Q-2

01-19-2023 06:58 PM TASK NOTES REPORT

TASK #: 114257 ORIG. DATE:

TASK CODE: ISSUE COMPLAINT DUE DATE:

PROPERTY: 627 STATE ST

NOTES

Incident Notes:

Task #: 110344 - INSPECT ACCUMULATED - 2/17/2022
inspected: there is still a water heater on the porch. there is scarp wood, an air conditoner, tree trimmings, a tractor tire, sheet metal and other items on property. will file a complaint.
1/19/22 INPSPECTED THERE ARE STILL WOOD PALLETS, TIRES, WOOD, TREE TRIMMINGS AND OTHER ITEMS ON PROPERTY. WILL PURSUE LEGAL ACTION.

Task #: 110345 - ACCUMULATED ITEMS - 2/17/2022
PROPERTY HAS SOFAS, FURNITURE, TIRES AND OTHER ITEMS IN FRONT. WILL SEND NOTICE TO OWNER. ALSO SENT NOTICE TO CURRRENT OCCUPANT MOJICA ORALIA

Task #: 110346 - ACCUMULATED ITEMS - 2/17/2022

Task #: 114253 - REINSP ACCUMLTD ITEM - 1/19/2023

Task #: 114254 - ACCUMULATED ITEMS - 1/19/2023

Task #: 114255 - COMPLAINT REQUEST - 1/19/2023

Task #: 114257 - ISSUE COMPLAINT - 1/19/2023

Task #: 114258 - ACCUMULATED ITEMS - 1/19/2023

Task #: 114259 - COMPLAINT REQUEST - 1/19/2023

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
PHOTOGRAPHS TAKEN BY JACOB LEOS

"With regard to the photographs in **Exhibits Q-3 and Q-4, Q-5, and Q-6** I am familiar with and recognize the scene depicted in the photographs. On February 9, 2022, October 3, 2022, January 19, 2023, and February 23, 2023 I inspected the property described as:

> **LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES** of Big Spring, Howard County, Texas, also known as **627 STATE**, Big Spring, Texas

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

SIGNED on the 23RD day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 23RD day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT Q-3


2/ 9/2022 8:57


2/ 9/2022 8:57


2/ 9/2022 8:57

EXHIBIT Q-4


10/ 3/2022 9:31


10/ 3/2022 9:31


10/ 3/2022 9:33


10/ 3/2022 9:32


10/ 3/2022 9:32


10/ 3/2022 9:32


10/ 3/2022 9:32

EXHIBIT Q-5


1/19/2023 11:24


1/19/2023 11:25


1/19/2023 11:25


1/19/2023 11:26


1/19/2023 11:26

EXHIBIT Q-6

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY JACOB LEOS

"The document in **Exhibit Q-7** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit Q-8** is also attached.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16th day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT Q-7

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

627 STATE ST
Lot: 12 BK: 6 CENTRAL PARK 923

February 17, 2022 Case No: 69943

MARY A HERRERA
1001 N INDIANA AVE APT 2903
LUBBOCK TX 79415-1588

Sent via: First Class US Mail

The City of Big Spring has determined that the following section of the **Property Maintenance Code (PMC) of Big Spring** has been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.1 Sanitation	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
There are several items (sofas, furniture, tires and other items) on the property that needs to be removed and taken out of public view. If problem persists, criminal charges will be filed.	Seven (7) days from date of mailing

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

Issued by

Jacob Leos	Code Compliance
Name	*Department*
432-264-2502	jleos@mybigspring.com
Phone	*E-mail*

Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Jacob Leos
Code Compliance Officer
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

627 STATE ST
Lot: 12 BK: 6 CENTRAL PARK 923

October 7, 2022 Case No: 71232

MARY A HERRERA
1001 N INDIANA AVE APT 2903
LUBBOCK TX 79415-1588

Sent via: First Class US Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.4 Weeds	Premises and exterior property not maintained free from weeds or plant growth in excess of 12 inches (not including shrubs, trees or cultivated flowers).

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
THIS PROPERTY NEEDS TO BE MOWED. YOU ARE RESPONSIBLE FROM YOUR PROPERTY LINE TO MIDDLE OF ALLEY EASEMENT. IT IS ASKED THAT PROPERTY BE MAINTAINED ON A REGULAR BASIS. IF PROBLEM PERSISTS CRIMINAL CHARGES WILL BE FILED.	Seven (7) days from date of mailing

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

Issued by

Jacob Leos — *Name*
Code Compliance — *Department*

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Code Compliance
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

627 STATE, BIG SPRING, TEXAS 79720
Lot: 12 BK 6 CENTRAL PARK IRR 923
ACQ 0303204 BLK/TRACT 6 0.13 ACRES

February 13, 2023

MARY HERRERA
627 STATE
BIG SPRING TX 79720

Sent via: First Class US Mail and Certified Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and the **Big Spring Zoning Ordinance** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code	
Sec. 302.1 Sanitation.	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.
Sec. 302.4 Weeds	The premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches.
Sec. 302.5 Rodent harborage.	The exterior of the property is not being kept free from rodent harborages.
Sec. 308.1. Accumulation of rubbish or garbage.	Exterior property and premises…shall be free from any accumulation of rubbish or garbage.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
The premises is littered with water heater on front porch, scrap wood, air conditioner, tree trimmings, tactor tire, sheet metal, wood pallets, furniture and several other accumulated items that need to be removed from the property. The accumulation of these items provide harborage and/or food to rodents and other vermin that need to be removed as well	Seven (7) days from date of mailing

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

Issued by

Jacob Leos	Code Compliance
Name	*Department*
432-264-2502	jleos@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **February 23rd, 2023**at **5:30 p.m.** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION 9.02. - Rules; oral evidence; admissibility of evidence; exclusion of evidence; rights of parties.

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

(c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(e) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;
2. To introduce documentary and physical evidence;
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
4. To impeach any witness regardless of which party first called him to testify;
5. To rebut the evidence against him;
6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Code Official's order is upheld by the Hearing Board, you may appeal its ruling to the District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall be final.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Jacob Leos, Code Enforcement
City of Big Spring, Texas

EXHIBIT Q-8

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **FEBRUARY 23, 2023**, attached as **Exhibit Q-9**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 13, 2023.

This notice was also published in the Big Spring Herald on February 11, 2023."

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16th day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT Q-9

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING
CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **FEBRUARY 23, 2023,** AT **5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC

2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON T. COREA

406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALAN AND DELIA CANTU

2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 A & B BK6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 6 0.156 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER

2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE

2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY WHITE

1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KENT IVEY

1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MAYHALL ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL

1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIPSA RODRIGUEZ

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES– OWNER: GINA HERNDERSON

1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES– OWNER: DONNA BERRY

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017– OWNER: MAURICE VILLAREAL

709 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES– OWNER: CHRISTIAN SPIVEY

1223 E 16 TH , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 17 K 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES – OWNER: SUSAN & DAVID KING; JUDITH TREECE

1705 JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES– OWNER: RANDALL COLLIN

627 STATE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES– OWNER: MARY HERRERA

2606 LARRY, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022– OWNER: SANDRA GAY WALL BAIR

1004 E 12 TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES– OWNER: CAROLE J STEVENS

700 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019– OWNER: JELICIA MARTIN

1500 LINCOLN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES– OWNER: EDDIE ALVARADO

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEASE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna, Building Official, City of Big Spring


2/10/2023 12:36

700 PINE STREET

CODE OFFICER: ROY MARQUEZ

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF ROY MARQUEZ
CONCERNING 700 PINE STREET

BEFORE ME, the undersigned authority, on this day, personally appeared **ROY MARQUEZ**, who, being by me duly sworn, deposed as follows:

"My name is **ROY MARQUEZ**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **700 PINE STREET**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16TH day of February, 2023.

Roy Marquez
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
CONCERNING THE IDENTITY AND ADDRESS OF
OWNER, LIENHOLDER, OR MORTGAGEE

"I made a reasonable effort to determine the identity and address of an owner, lienholder, or mortgagee of the property described as:

LT 6 BK 4 BANKS 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019 of Big Spring, Howard County, Texas, also known as **700 PINE**, Big Spring, Texas

by searching the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

Using the above-described records, I verified that **JELICIA MARTIN** is the owner of the property located at the above-described premises and their mailing address is **700 PINE STREET**, Big Spring, Howard County, Texas, as shown in **Exhibit R-1**.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

Notary Public, State of Texas

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 132739241

EXHIBIT R-1

HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000000235 Geo ID : B2190003800

Ownership

MARTIN JELICIA

700 PINE ST
BIG SPRING, TX 79720

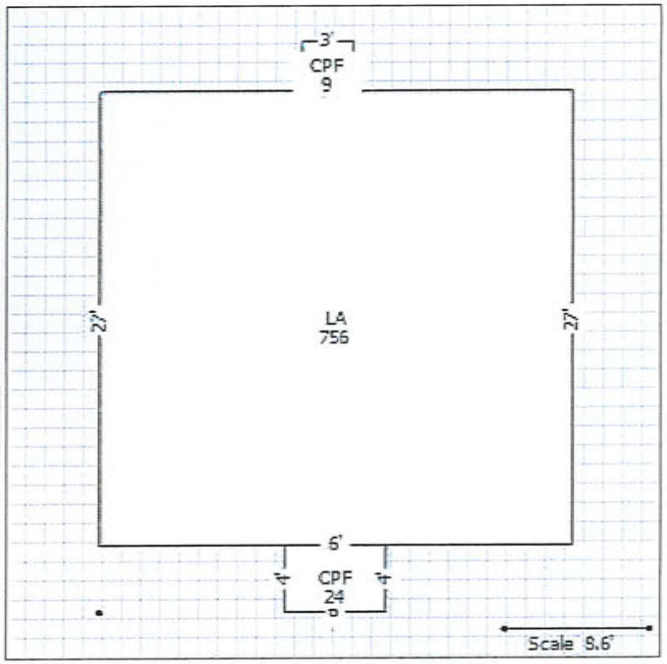
Exemptions/Deed

Legal Information

LEGAL: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019
SITUS: 700 PINE
ACRES:0.161
ALT:235
XREF:235.1

UNCERTIFIED





Appraisal Coding

Appr By	CT	Appr Dt	10/30/20
Check By		Check Dt	

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
8/13/19		1846	121	201900008112	8/13/19	++++++	++++++	MARTIN JELICIA	WHITE DILLARD
N/A					1/1/00	++++++	++++++	MARTIN JELICIA	WHITE DILLARD

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%		Value
LA-LIVING AREA	Y	1955/NA	RS2F	756	90.21	68,199	0	FA -72%		0%	0%	0%	100%	0%	-72.0%	*	19,096
CPF-COVERED PORCH FR	Y	1955/NA	RS2F	24	13.53	325	0	FA -72%		0%	0%	0%	100%	0%	-72.0%	*	91
CPF-COVERED PORCH FR	Y	1955/NA	RS2F	9	13.53	122	0	FA -72%		0%	0%	0%	100%	0%	-72.1%	*	34
				======		=======	======										=======
				789		68,646	0										19,221

SQFT MA: 756 MKT CSF MA: 27.012 CSF IMPR: 25.425 LOC CODE: NC

Feature Code	Cpsf / Value
AST-1 STORY	0
AUT-ALL	0
CRM-COMPOSITION	0
EHC-WALL	0
FET-FRAME	0
GRT-GABLE	0
SFN-SLAB	0
1BT-1 BATH	0
	======
	0

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
LFF12	50.0 FF/50.0 RF/140.0 DF LOTS	40.0		24.00	FCT,	-40%	-800	Y	1,200	A1						
									=======							======
									1,200							0

Comments

	2023	Ptd	Change +/-	Prior 2022	Ptd
Impr Homesite +	19,221	A1	-1,514	20,735	A1
Land Homesite +	1,200	A1	0	1,200	A1
Total Market =	20,421		-1,514	21,935	
Assessed =	20,421		-1,514	21,935	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
01H HOWARD COUNTY	0	20,421	.3275450		66.89
02B CITY OF BIG SPRING	0	20,421	.6731630		137.47
03B BIG SPRING ISD	0	20,421	1.0160000		207.48
052 HOWARD COLLEGE	0	20,421	.2367770		48.35
** ESTIMATED TOTAL					=======
					460.19

Nbh Coding
HSAPPNOT17
HSAPPNOT18
HSAPPNOT19
HSAPPNOT20
HSAPPNOT21
HSAPPNOT22

Misc Coding
NC22

User PERMITS2 Print Date 12/29/2022 8:56:25 AM Property ID : R000000235 Geo ID : B2190003800 Quick Link :

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
700 PINE STREET CASE NOTES

"This record, attached as **Exhibit R-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT R-2

INCIDENT #: 71965 ORIG. DATE:
INCIDENT CODE: 300-0006 ACCUML ITEM
PROPERTY: 700 PINE ST

NOTES

Incident Notes:
THERE ARE ACCUMULATED ITEMS ON PROPERTY, NUMEROUS MISCELLANOUS ITEMS, APPLIANCES, TIRES, WOOD, METAL, FORKLIFT, LAWN MOWER, RECREATIONAL VEHICLES, TRASH, DEBRIS IN FRONT, SIDE YARDS AND TRASH/DEBRIS IN BACKYARD. THIS NEEDS TO BE PICKED UP AND PROPERLY DISPOSED AND OR TAKEN OUT OF PUBLIC VIEW IMMEDIATELY. IT IS ASKED THAT PROPERTY BE MAINTAINED ON A REGULAR BASIS.

Task #: 114027 - INSPECT ACCUMULATED - 1/03/2023
ON 12-16-22 @ 10:21 CODE ENFORCEMENT ROY MARQUEZ INSPECTED PROPERTY FOR ACCUMULATED ITEMS VIOLATION, FOUND APPLICANCES, TIRES, METAL, WOOD, MISCELLANOUS ITEMS, FORKLIFT LAWN EQUIPMENT, RECREATIONAL VEHICLES, TRASH, DEBRIS IN FRONT, SIDE YARDS AND BACKYARD. PICTURES WERE TAKEN, LETTER WILL BE SENT
ON 1-17-23 @ 14:06 CODE ENFORCEMENT ROY MARQUEZ REINSPECTED PROPERTY FOR ACCUMULATED ITEMS VIOLATION, SOME HAS BEEN ABATED BUT NOT TOTAL. PICTURES WERE TAKEN, A REFERRAL COMPLAINT FOR ABATEMENT TO COUNCIL WILL BE SENT

Task #: 114230 - REINSP ACCUMLTD ITEM - 1/18/2023

)1-19-2023 03:38 PM TASK NOTES REPORT

'ASK #: 114292 ORIG. DATE:

'ASK CODE: COMPLAINT DUE DATE:

'ROPERTY: 700 PINE ST

IOTES

Incident Notes:
THIS PROPERTY NEEDS TO BE MOWED/WEEDED IN THE BACKYARD, SIDEYARD AND TO THE CENTER OF THE EASEMENTS IN THE ALLEY. ALL WEEDS/GRASS NEED TO BE CUT TO CITY ORDINANCE OF UNDER 12 INCHES. IT IS ASKED THAT PROPERTY BE MAINTAINED ON A REGULAR BASIS

Task #: 114025 - INSPECT WEEDL LOT - 12/30/2022
ON 1-17-23 @ 14:06 CODE ENFORCEMENT ROY MARQUEZ REINSPECTED PROPERTY FOR WEEEDY LOT VIOLTION. A FEW PARTS OF PROPERTY WERE ABATED, BUT MAJORITY REMAINS UNCHANGED. WILL SEND REFERRAL COMPLAINT TO COUNCIL FOR ABATEMENT. PICTURES WERE TAKEN.

Task #: 114026 - WEEDY LOT LTR - 12/30/2022
ON 12-16-22 @ 10:19 CODE ENFORCEMENT ROY MARQUEZ INSPECTED PROPERTY FOR WEEDY LOT VIOLATION, FOUND WEEDS/GRASS TALLER THAN 12 INCHES IN SIDEYARD, BACKYARD AND ALLEY. PICTURES WERE TAKEN, LETTER WILL BE SENT.

Task #: 114292 - COMPLAINT - 1/19/2023

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
PHOTOGRAPHS TAKEN BY MALISSA GARCIA

"With regard to the photographs in **Exhibits R-3, R-4 and R-5** I am familiar with and recognize the scene depicted in the photographs. On December 16, 2022, January 17, 2023, and February 23, 2023 I inspected the property described as:

LT 6 BK 4 BANKS 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019 of Big Spring, Howard County, Texas, also known as **700 PINE**, Big Spring, Texas

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

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT R-3

INSPECTION PICTURES 12-16-22



INSPECTION PICTURES 12-16-22



INSPECTION PICTURES 12-16-22



INSPECTION PICTURES 12-16-22



INSPECTION PICTURES 12-16-22



INSPECTION PICTURES 12-16-22



INSPECTION PICTURES 12-16-22



INSPECTION PICTURES 12-16-22



INSPECTION PICTURES 12-16-22



EXHIBIT R-4

REINSPECTION PICTURES 1-17-23



REINSPECTION PICTURES 1-17-23



REINSPECTION PICTURES 1-17-23



REINSPECTION PICTURES 1-17-23



REINSPECTION PICTURES 1-17-23



REINSPECTION PICTURES 1-17-23



REINSPECTION PICTURES 1-17-23



REINSPECTION PICTURES 1-17-23



EXHIBIT R-5

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY MALISSA GARCIA

"The document in **Exhibit R-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit R-7** is also attached.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT R-6

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

700 PINE ST
LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019

December 30, 2022 Case No: 71964

JELICIA LEONE MARTIN
700 PINE ST
BIG SPRING TX 79720

Sent via: First Class US Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.4 Weeds	Premises and exterior property not maintained free from weeds or plant growth in excess of 12 inches (not including shrubs, trees or cultivated flowers).

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
THIS PROPERTY NEEDS TO BE MOWED/WEEDED IN THE BACKYARD, SIDEYARD AND TO THE CENTER OF THE EASEMENTS IN THE ALLEY. ALL WEEDS/GRASS NEED TO BE CUT TO CITY ORDINANCE OF UNDER 12 INCHES. IT IS ASKED THAT PROPERTY BE MAINTAINED ON A REGULAR BASIS	Seven (7) days from date of mailing

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

Issued by

Roy Marquez	Code Compliance
Name	*Department*
432.264.2507	rmarquez@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY

RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

FAILURE TO TAKE THE CORRECTIVE ACTION WITHIN THE DEADLINE MAY RESULT IN ABATEMENT BY THE CITY, CHARGING YOU AND/OR PROPERTY OWNER(S) WITH COSTS AND PENALTIES. If you fail to take the corrective action within the deadlines stated above, the City may proceed with abatement (taking the corrective action for you). If so, the City will send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

ANNUAL NOTICE FOR WEEDS. If a violation covered by this notice occurs before the first anniversary of the date of this notice, and the City had not been informed in writing by the owner of an ownership change, then the City, without further notice, may take the corrective action and charge the abatement costs to the owner and file the lien as above.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Code Compliance Officer
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

700 PINE ST

LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019

January 3, 2023 Case No: 71965

JELICIA LEONE MARTIN
700 PINE ST
BIG SPRING TX 79720-1042

Sent via: First Class US Mail

The City of Big Spring has determined that the following section of the **Property Maintenance Code (PMC) of Big Spring** has been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.1 Sanitation	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
THERE ARE ACCUMULATED ITEMS ON PROPERTY, NUMEROUS MISCELLANOUS ITEMS, APPLIANCES, TIRES, WOOD, METAL, FORKLIFT, LAWN MOWER, RECREATIONAL VEHICLES, TRASH, DEBRIS IN FRONT, SIDE YARDS AND TRASH/DEBRIS IN BACKYARD. THIS NEEDS TO BE PICKED UP AND PROPERLY DISPOSED AND OR TAKEN OUT OF PUBLIC VIEW IMMEDIATELY. IT IS ASKED THAT PROPERTY BE MAINTAINED ON A REGULAR BASIS.	Seven (7) days from date of mailing

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

Issued by

Roy Marquez	Code Compliance
Name	*Department*
432.264.2507	rmarquez@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.
FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY

RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

FAILURE TO TAKE THE CORRECTIVE ACTION WITHIN THE DEADLINE MAY RESULT IN ABATEMENT BY THE CITY, CHARGING YOU AND/OR PROPERTY OWNER(S) WITH COSTS AND PENALTIES. If you fail to take the corrective action within the deadlines stated above, the City may initiate Proceedings to Abate. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Code Compliance Officer
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION
AND NOTICE OF HEARING ON ABATEMENT

700 PINE ST, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 6 BK 4 BANKS
121 BLK/TRACT 4 0.161 ACRES ACQ 08132019

February 13, 2023

JELICIA LEONE MARTIN
700 PINE ST
BIG SPRING, TX 79720-1118

Sent via: First Class US Mail and Certified Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and the **Big Spring Zoning Ordinance** have been violated, constituting a nuisance:

VIOLATION

Property Maintenance Code	**Description of Violation**
Sec. 302.4 Weeds	The premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches.
Sec. 302.5 Rodent harborage.	The exterior of the property is not being kept free from rodent harborages.
Sec. 308.1. Accumulation of rubbish or garbage.	Exterior property and premises…shall be free from any accumulation of rubbish or garbage.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
The premises is littered with appliances, tires, wood, metal, forklift, lawn mower, RVs , trash, debris in front, side yards and tras debris in backyard, trampoline, furniture, bikes, toys, lawn mower, motor bikes, chairs, tractor, mattesss, box spring, scrap metal, scrap plastic, garbage and several other accumulated items that need to be removed from the property. The accumulation of these items provide harborage and/or food to rodents and other vermin that need to be removed as well. This property has overgrown weeds or plant growth in excess of 12 inches that need maintenance.	Seven (7) days from date of mailing

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

Issued by

Roy Marquez	Code Compliance
Name	*Department*
432-264-2507	rmarquez@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **February 23, 2023,** at **5:30 p.m.** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION 9.02. - Rules; oral evidence; admissibility of evidence; exclusion of evidence; rights of parties.

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

(c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(e) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing.

2. To introduce documentary and physical evidence.

3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing.

4. To impeach any witness regardless of which party first called him to testify.

5. To rebut the evidence against him.

6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Code Official's order is upheld by the Hearing Board, you may appeal its ruling to the District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall be final.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Roy Marquez, Code Enforcement
City of Big Spring, Texas

EXHIBIT R-7

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **FEBRUARY 23, 2023**, attached as **Exhibit R-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 13, 2023.

This notice was also published in the Big Spring Herald on February 11, 2023."

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT R-8

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **FEBRUARY 23, 2023,** AT **5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC

2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON T. COREA

406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALAN AND DELIA CANTU

2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 A & B BK6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 6 0.156 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER

2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE

2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY WHITE

1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KENT IVEY

1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MAYHALL ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL

1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIPSA RODRIGUEZ

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES– OWNER: GINA HERNDERSON

1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES– OWNER: DONNA BERRY

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017– OWNER: MAURICE VILLAREAL

709 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES– OWNER: CHRISTIAN SPIVEY

1223 E 16 TH , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 17 K 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES – OWNER: SUSAN & DAVID KING; JUDITH TREECE

1705 JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES– OWNER: RANDALL COLLIN

627 STATE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES– OWNER: MARY HERRERA

2606 LARRY, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022– OWNER: SANDRA GAY WALL BAIR

1004 E 12 TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES– OWNER: CAROLE J STEVENS

700 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019– OWNER: JELICIA MARTIN

1500 LINCOLN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES– OWNER: EDDIE ALVARADO

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEASE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna, Building Official, City of Big Spring


0622845525
2/10/2023 11:59

709 PINE STREET

CODE OFFICER: ROY MARQUEZ

STATE OF TEXAS §

§

COUNTY OF HOWARD §

AFFIDAVIT OF ROY MARQUEZ
CONCERNING 709 PINE STREET

BEFORE ME, the undersigned authority, on this day, personally appeared **ROY MARQUEZ**, who, being by me duly sworn, deposed as follows:

"My name is **ROY MARQUEZ**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **709 PINE STREET**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
CONCERNING THE IDENTITY AND ADDRESS OF
OWNER, LIENHOLDER, OR MORTGAGEE

"I made a reasonable effort to determine the identity and address of an owner, lienholder, or mortgagee of the property described as:

SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES of Big Spring, Howard County, Texas, also known as **709 PINE**, Big Spring, Texas

by searching the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

Using the above-described records, I verified that **CHRISTIAN SPIVEY** is the owner of the property located at the above-described premises and their mailing address is **709 PINE STREET**, Big Spring, Howard County, Texas, as shown in **Exhibit S-1**.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

Notary Public, State of Texas

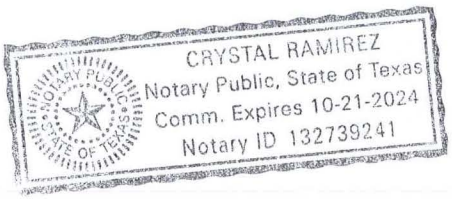


EXHIBIT S-1

HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000049615 Geo ID : 51926005300

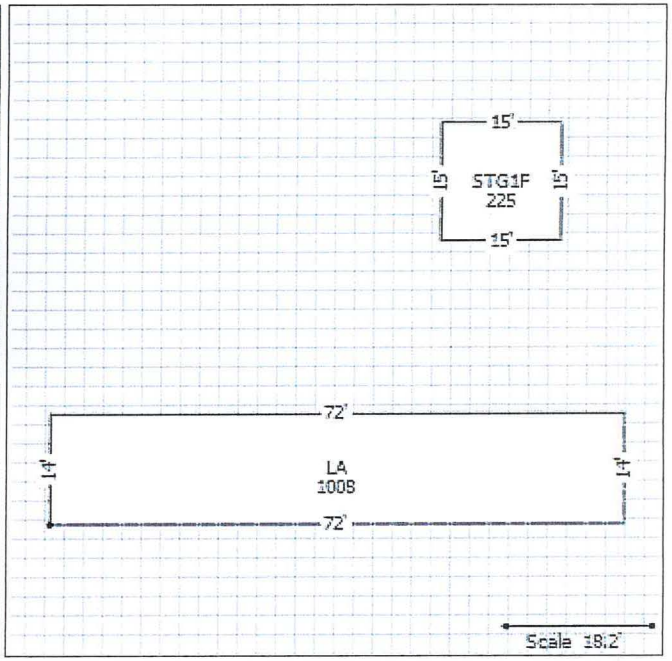
Ownership

SPIVEY CHRISTIAN

710 E 14TH ST
BIG SPRING, TX 79720

Exemptions/Deed





Legal Information

LEGAL: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021
BLK/TRACT 33 1N 0.964 ACRES
SITUS: 709 PINE
ACRES:0.964
ALT:49615
XREF:49615.1

UNCERTIFIED

Appraisal Coding

Appr By JD/CT Appr Dt 03/22/21
Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
12/20/21		2046	245	2021-00011054	12/20/21	++++++	++++++	SPIVEY CHRISTIAN	SPIVEY LORA
12/27/16		1594	18	2016-00012656	12/27/16	++++++	++++++	SPIVEY LORA	HERRERA LEOHONO &
8/9/11		1232	346	0	8/9/11	++++++	++++++	HERRERA CHRISTINE	HERRERA LEOHONO

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%		Value
LA-LIVING AREA	Y	2011/NA	MH1	1,008	45.75	46,116	0	MFA -75%		0%	0%	0%	100%	0%	-75.0%		11,529
STG1F-LOW QUALITY ST	Y	1985/NA	MH1	225	6.93	1,559	0	MPO -90%		0%	0%	0%	100%	0%	-90.0%	*	156
				1,233		47,675	0										11,685

SQFT MA: 1008 MKT CSF MA: 14.461 CSF IMPR: 11.592

Feature Code	Cpsf / Value
AFP-METAL	0
IRM-METAL ROOF	0
	0

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
A*35	0.964 AC/41,992 SF LOTS	5,000.0		3,000.00	FCT,	-40%	-1,928	Y	2,892	A1						
									2,892							0

Comments

	2023	Ptd	Change +/-	Prior 2022	Ptd
Impr Homesite +	11,685	A1	0	11,685	A1
Land Homesite +	2,892	A1	0	2,892	A1
Total Market =	14,577		0	14,577	
Assessed =	14,577		0	14,577	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
01H HOWARD COUNTY	0	14,577	.3275450		47.75
02B CITY OF BIG SPRING	0	14,577	.6731630		98.13
03B BIG SPRING ISD	0	14,577	1.0160000		148.10
052 HOWARD COLLEGE	0	14,577	.2367770		34.51
** ESTIMATED TOTAL					328.49

Nbh Coding
EXRME2018
HSAPPNOT18
HSAPPNOT19
HSAPPNOT20
HSAPPNOT21

Misc Coding

User PERMITS2 Print Date 12/29/2022 8:58:48 AM Property ID : R000049615 Geo ID : 51926005300 Quick Link :

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
709 PINE STREET CASE NOTES

"This record, attached as **Exhibit S-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT S-2

INCIDENT CODE: 300-0006 ACCUML ITEM
PROPERTY: 709 PINE

NOTES

Incident Notes:
THERE IS MULTIPLE ACCUMULATED ITEMS IN FRONTYARD, SIDEYARD AND BACKYARD, MATTRESSES, AUTOMOTIVE PARTS, TIRES, METAL, TRASH, DEBRIS, NUMEROUS MISCELLANOUS ITEMS. THIS NEEDS TO BE PICKED UP AND PROPERLY DISPOSED OF AND TAKEN OUT OF PUBLIC VIEW IMMEDIATELY.

Task #: 114015 - INSPECT ACCUMULATED - 12/29/2022
ON 12-16-22 @ 10:16 CODE ENFORCEMENT ROY MARQUEZ INSPECTED PROPERTY FOR ACCUMULATED ITEMS VIOLATION, FOUND TIRES, METAL, MATTRESSES, AUTOMOTIVE PARTS, TRASH, DEBRIS, NUMEROUS MISCELLANOUS ITEMS ON FRONTYARD, SIDEYARD AND BACKYARD. PICTURES WERE TAKEN, LETTER WILL BE SENT.
ON 1-17-23 @ 14:08 CODE ENFORCEMENT ROY MARQUEZ REINSPECTED PROPERTY FOR ACCUMULATED ITEMS VIOLATION. PROPERTY HAS NOT YET BEEN ABATED. PICTURES WERE TAKEN, CASE WILL BE SENT TO CITY COUNCIL ON A COMPLAINT REFERRAL FOR ABATEMENT.

TASK CODE: COMPLAINT DUE DATE:
PROPERTY: 709 PINE

NOTES

Incident Notes:
THIS ENTIRE PROPERTY NEEDS TO BE MOWED/WEEDED. ALL WEEDS/GRASS/BRUSH TO BE CUT TO CITY ORDINANCE OF UNDER 12 INCHES. IT IS ASKED THAT PROPERTY BE MAINTAINED ON A REGULAR BASIS.

Task #: 114018 - INSPECT WEEDL LOT - 12/29/2022
ON 12-16-22 @ 10:16 CODE ENFORCEMENT ROY MARQUEZ INSPECTED PROPERTY FOR WEEDY LOT VIOLATION, FOUND WEEDS, GRASS, BRUSH ON ENTIRE PROPERTY. PICTURES WERE TAKEN, LETTER WILL BE SENT.
ON 1-17-23 @ 14:08 CODE ENFORCEMENT ROY MARQUEZ REINSPECTED PROPERTY FOR WEEDY LOT VIOLATION, AND NO PROGRESS FOR ABATEMENT HAS BEEN MADE. PICTURES WERE TAKEN, A REFERRAL COMPLAINT WILL BE MADE TO CITY COUNCIL FOR ABATEMENT.

Task #: 114019 - WEEDY LOT LTR - 12/29/2022

Task #: 114216 - COMPLAINT - 1/18/2023

TASK CODE: INSPECT JUNK VEHICLE DUE DATE:
PROPERTY: 709 PINE

NOTES

Incident Notes:
THERE ARE VEHICLES ON PROPERTY, A BLUE FORD MUSTANG, A BLUE CHRYSLER 300, A BLACK CHRYSLER 300, AND A WHITE GMC HUMMER. SOME APPEAR THAT THEY ARE INOPERABLE AND/OR UNREGISTERED. THEY ARE BY ORDINANCE JUNK VEHICLES AND THEY NEED TO BE REMOVED FROM THE PROPERTY.

Task #: 114022 - INSPECT JUNK VEHICLE - 12/30/2022
ON 12-30-22 @ 9:55 CODE ENFORCEMENT ROY MARQUEZ INSPECTED PROPERTY FOR JUNK VEHICLE VIOLATION, FOUND 4 VEHICLES, A BLUE AND A BLACK CHRYSLER 300, A WHITE GM HUMMER AND A BLUE MUSTANG. THEY APPEAR TO BE INOPERABLE AND OR UNREGISTERED. PICTURES WERE TAKEN, LETTER WILL BE SENT.
ON 1-17-23 @ 14:08 CODE ENFORCEMENT ROY MARQUEZ REINSPECTED PROPERTY FOR JUNK VEHICLE VIOLATION, THE BLUE MUSTANG WAS MOVED OUT OF PROPERTY, THE WHITE HUMMER, BLUE AND BLACK CHRYSLER 300 ARE STILL ON PROPERTY. PICTURES WERE TAKEN, WILL REFER A COMPLAINT TO CITY COUNCIL FOR FURTHER COMPLIANCE.

Task #: 114023 - ABANDONED VEHICLE - 12/30/2022

Task #: 114229 - REINSP ABANDONED VEH - 1/18/2023

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
PHOTOGRAPHS TAKEN BY ROY MARQUEZ

"With regard to the photographs in **Exhibits S-3, S-4, S-5 and S-6** I am familiar with and recognize the scene depicted in the photographs. On December 16, 2022, December 30, 2022, January 17, 2023 and February 23, 2023 I inspected the property described as:

> **SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES** of Big Spring, Howard County, Texas, also known as **709 PINE**, Big Spring, Texas

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

SIGNED on the 23RD day of February, 2023.

Roy Marquez
AFFIANT

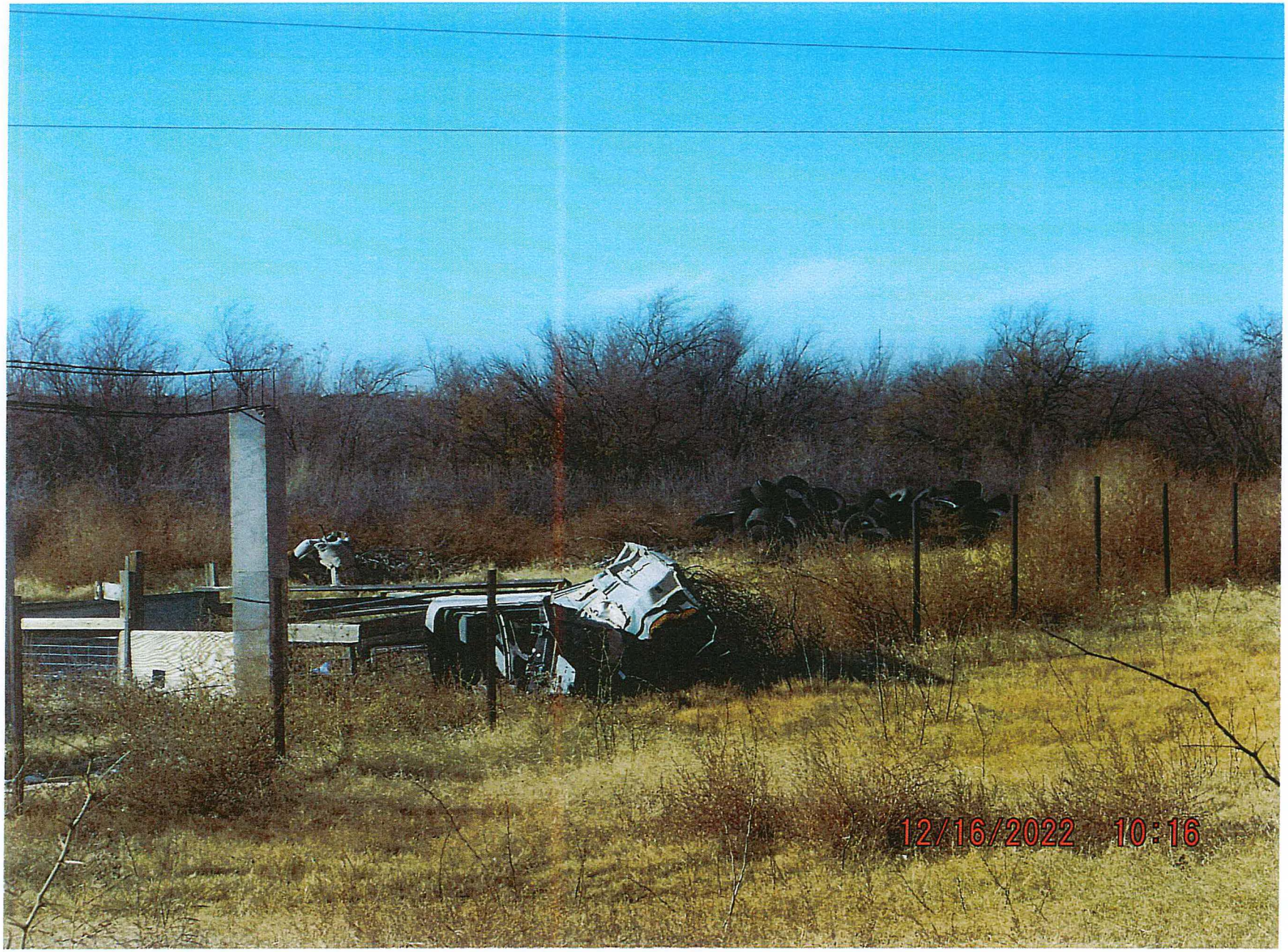
SWORN TO AND SUBSCRIBED before me this 23RD day of February, 2023 by the above referenced Affiant.

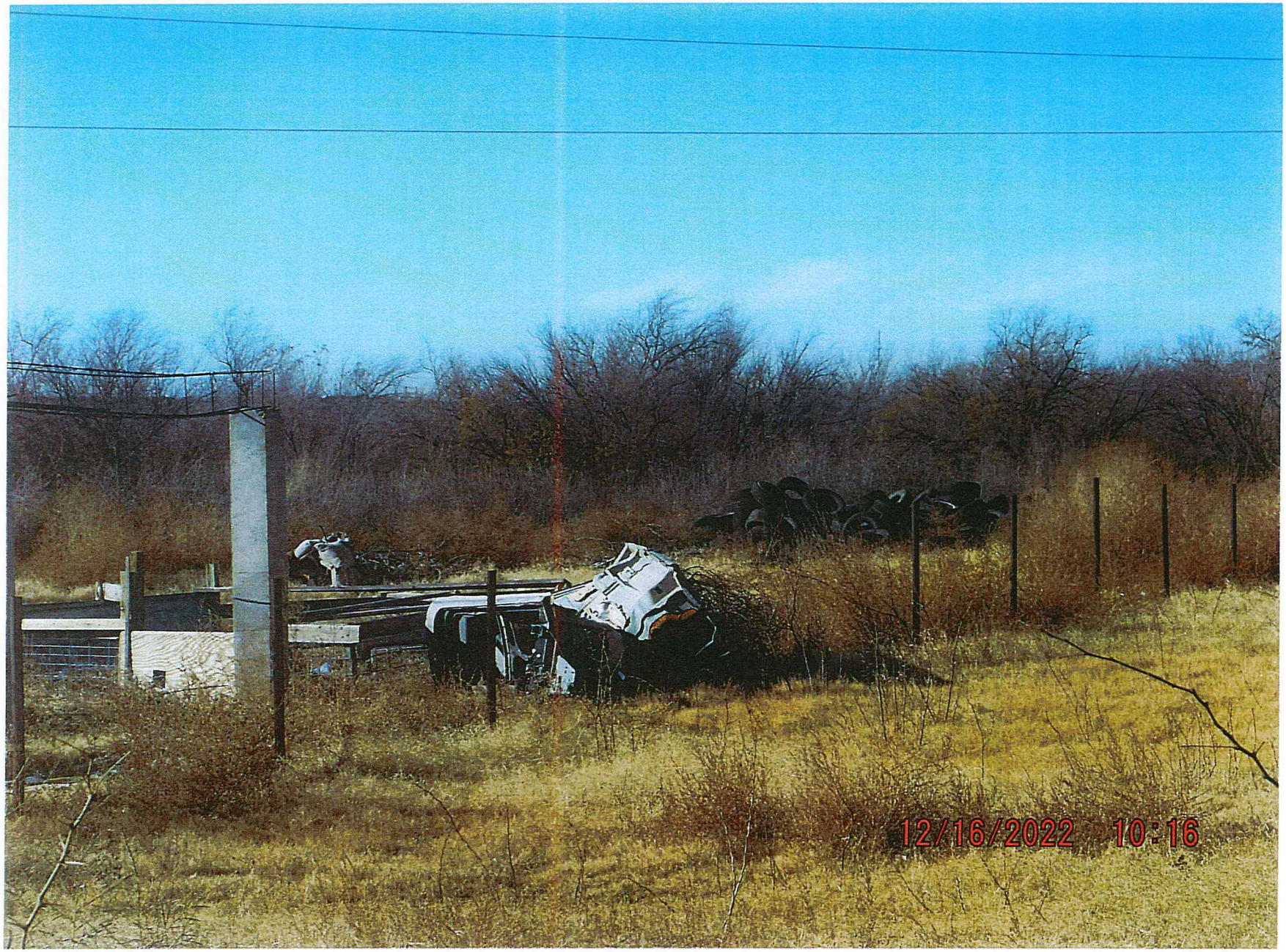
MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Miranda Barela
Notary Public, State of Texas

EXHIBIT S-3

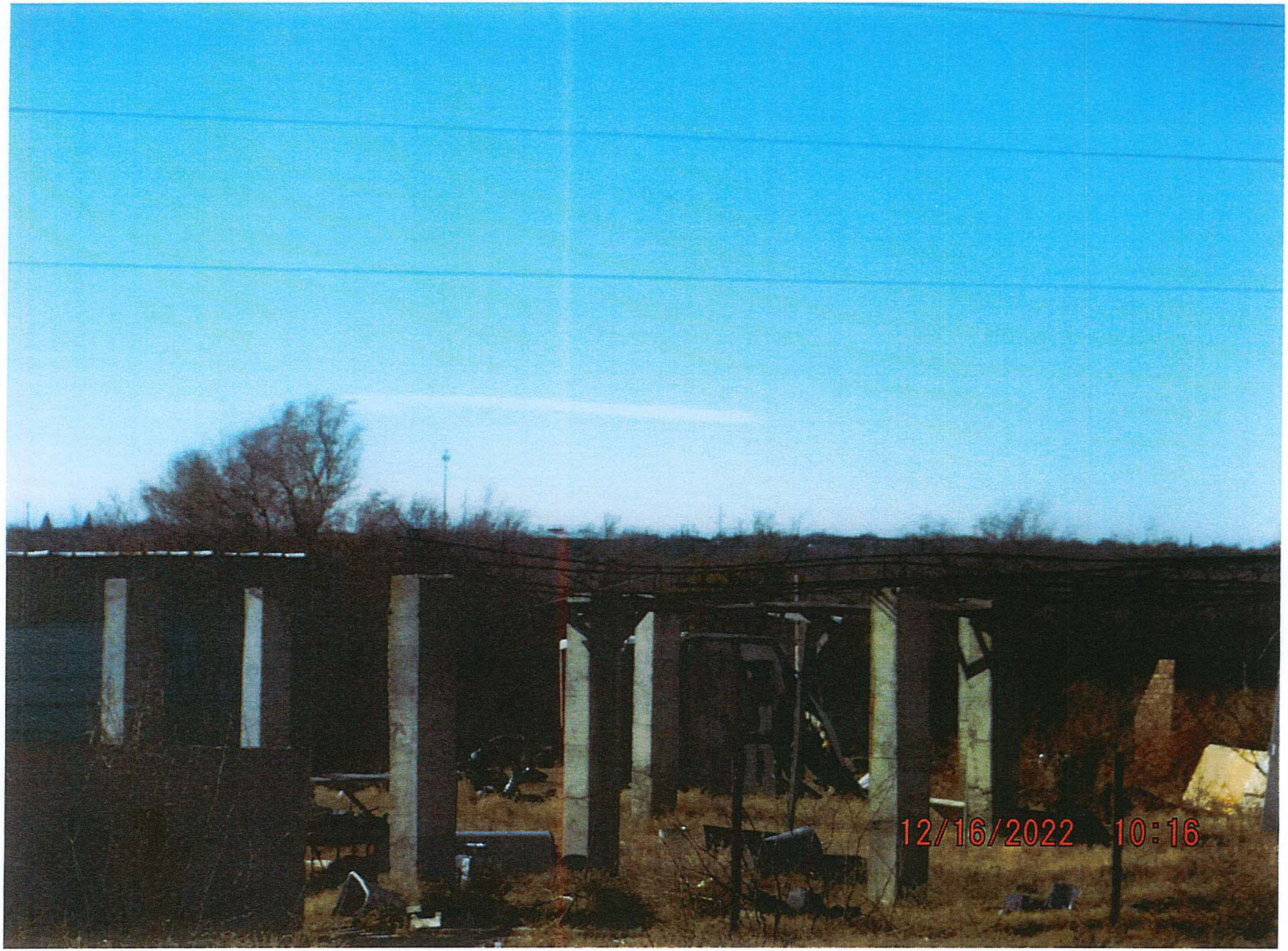

12/16/2022 10:16


12/16/2022 10:16


12/16/2022 10:16


12/16/2022 10:16

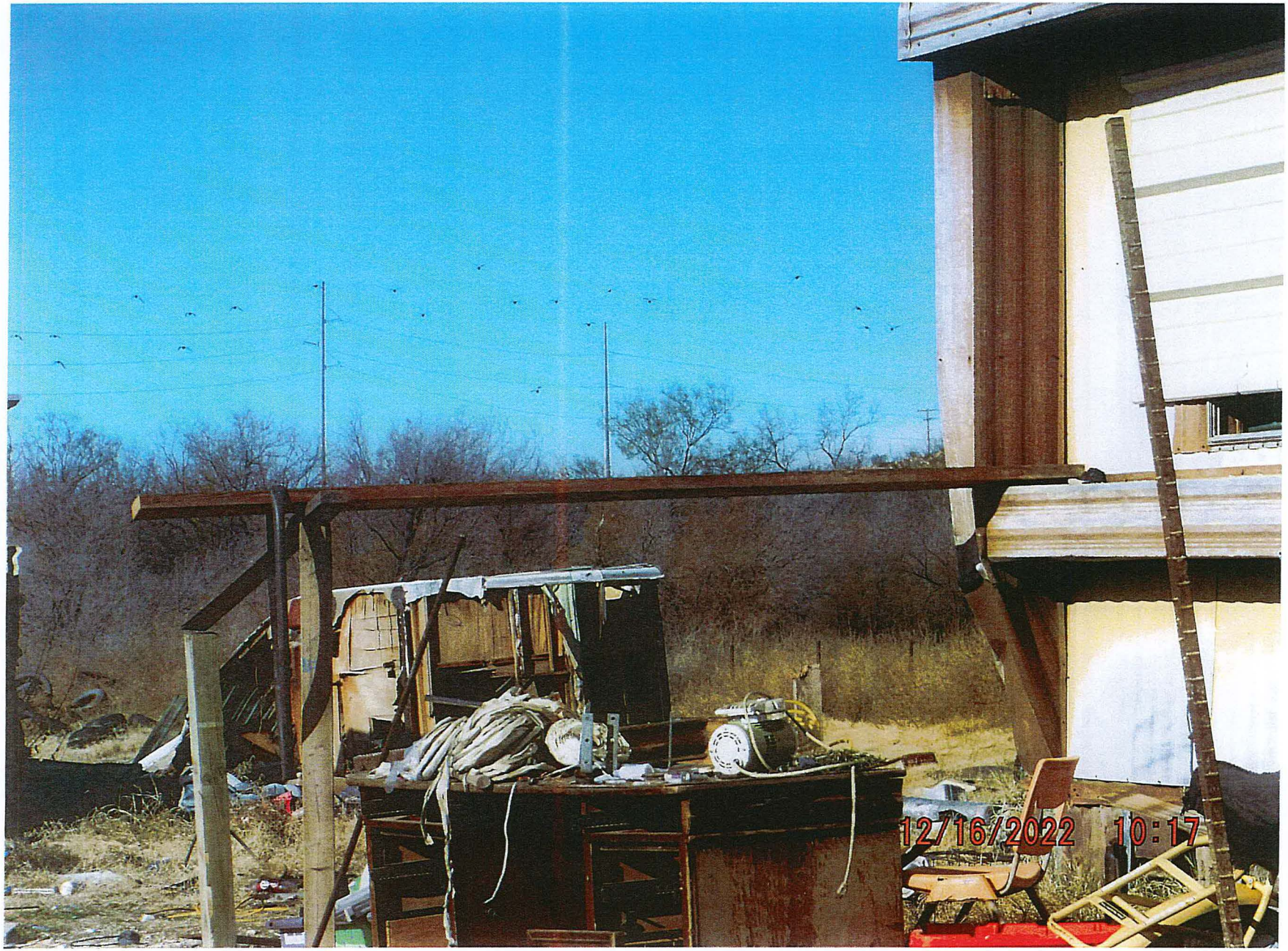

12/16/2022 10:16


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12/16/2022 10:16


12/16/2022 10:17


12/16/2022 10:17


12/16/2022 10:17

EXHIBIT S-4


12/30/2022 9:55


12/30/2022 9:55


Eye See
12/30/2022 9:55

EXHIBIT S-5


1/17/2023 14:08


1/17/2023 14:08


1/17/2023 14:08


1/17/2023 14:08


1/17/2023 14:08


1/17/2023 14:08


1/17/2023 14:08

EXHIBIT S-6

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY ROY MARQUEZ

"The document in **Exhibit S-7** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit S-8** is also attached.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT S-7

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

709 PINE ST, BIG SPRING, TEXAS 79720
Lot: SW/4 OF SC 26 BK 33
ACQ 12202121 BLK/TRACT 33 0.64 ACRES

February 13, 2023

CHRISTIAN SPIVEY
709 PINE ST
BIG SPRING TX 79720

Sent via: First Class US Mail and Certified Mail

The City of Big Spring has determined that the following section(s) of the Property Maintenance Code (PMC) of Big Spring and the Big Spring Zoning Ordinance have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code	
Sec. 302.1 Sanitation.	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.
Sec. 302.4 Weeds	The premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches.
Sec. 302.5 Rodent harborage.	The exterior of the property is not being kept free from rodent harborages.
Sec. 308.1. Accumulation of rubbish or garbage.	Exterior property and premises…shall be free from any accumulation of rubbish or garbage.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
The premises is littered with matresses, automotive parts, tires, metal trash, debris and several other accumulated items that need to be removed from the property. The accumulation of these items provide harborage and/or food to rodents and other vermin that need to be removed as well. This property has overgrown weeds or plant growth in excess of 12 inches that need maintenance.	Seven (7) days from date of mailing

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

Issued by

Roy Marquez	Code Compliance
Name	*Department*
432-264-2507	rmarquez@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **February 23rd, 2023at 5:30 p.m.** at the City Council Chambers located at 307 E 4th St., **Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION 9.02. - Rules; oral evidence; admissibility of evidence; exclusion of evidence; rights of parties.

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

(c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(e) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;

2. To introduce documentary and physical evidence;

3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;

4. To impeach any witness regardless of which party first called him to testify;

5. To rebut the evidence against him;

6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Code Official's order is upheld by the Hearing Board, you may appeal its ruling to the District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall be final.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Roy Marquez, Code Enforcement
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

709 PINE
SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021
BLK/TRACT 33 1N 0.964 ACRES

December 29, 2022 Case No: 71960

CHRISTIAN SPIVEY
710 E 14TH ST
BIG SPRING TX 79720-4625

Sent via: First Class US Mail

The City of Big Spring has determined that the following section of the **Property Maintenance Code (PMC) of Big Spring** has been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.1 Sanitation	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
THERE IS MULTIPLE ACCUMULATED ITEMS IN FRONTYARD, SIDEYARD AND BACKYARD, MATTRESSES, AUTOMOTIVE PARTS, TIRES, METAL, TRASH, DEBRIS, NUMEROUS MISCELLANOUS ITEMS. THIS NEEDS TO BE PICKED UP AND PROPERLY DISPOSED OF AND TAKEN OUT OF PUBLIC VIEW IMMEDIATELY.	Seven (7) days from date of mailing

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

Issued by

Roy Marquez	Code Compliance
Name	*Department*
432.264.2507	rmarquez@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.
FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY

RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

FAILURE TO TAKE THE CORRECTIVE ACTION WITHIN THE DEADLINE MAY RESULT IN ABATEMENT BY THE CITY, CHARGING YOU AND/OR PROPERTY OWNER(S) WITH COSTS AND PENALTIES. If you fail to take the corrective action within the deadlines stated above, the City may initiate Proceedings to Abate. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Ray Marquez

Code Compliance Officer
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

709 PINE
SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.964 ACRES

December 29, 2022 Case No: 71962

CHRISTIAN SPIVEY
710 E 14TH ST
BIG SPRING TX 79720-4625

Sent via: First Class US Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.4 Weeds	Premises and exterior property not maintained free from weeds or plant growth in excess of 12 inches (not including shrubs, trees or cultivated flowers).

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
THIS ENTIRE PROPERTY NEEDS TO BE MOWED/WEEDED. ALL WEEDS/GRASS/BRUSH TO BE CUT TO CITY ORDINANCE OF UNDER 12 INCHES. IT IS ASKED THAT PROPERTY BE MAINTAINED ON A REGULAR BASIS.	Seven (7) days from date of mailing

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

Issued by

Roy Marquez	Code Compliance
Name	*Department*
432.264.2507	rmarquez@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.
FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the

prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

FAILURE TO TAKE THE CORRECTIVE ACTION WITHIN THE DEADLINE MAY RESULT IN ABATEMENT BY THE CITY, CHARGING YOU AND/OR PROPERTY OWNER(S) WITH COSTS AND PENALTIES. If you fail to take the corrective action within the deadlines stated above, the City may proceed with abatement (taking the corrective action for you). If so, the City will send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

ANNUAL NOTICE FOR WEEDS. If a violation covered by this notice occurs before the first anniversary of the date of this notice, and the City had not been informed in writing by the owner of an ownership change, then the City, without further notice, may take the corrective action and charge the abatement costs to the owner and file the lien as above.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Ray Marquez

Code Compliance Officer
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Enforcement

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

VIOLATION OF THE BIG SPRING CITY CODE, CHAPTER 36 AT:
709 PINE
SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.964 ACRES

December 30, 2022 Complaint No: 71963

CHRISTIAN SPIVEY
709 PINE ST
BIG SPRING TX 79720-1063

Sent via: US Certified Mail return receipt requested

Dear CHRISTIAN SPIVEY:

An inspection of the property located at **709 PINE** was conducted to determine the presence of junked vehicle(s). You are receiving this notice because you are believed to be one or more of the following: property owner, property manager, occupant, the last known registered owner of the vehicle(s), or a lienholder of record of the vehicle(s).

REMOVAL OF JUNKED VEHICLE(S) REQUIRED

The inspection revealed that one or more junked vehicles is located at the above-referenced property. You are required to remove the following junked vehicles from public view no later than the tenth (10th) day after the date of this notice:

THERE ARE VEHICLES ON PROPERTY, A BLUE FORD MUSTANG, A BLUE CHRYSLER 300, A BLACK CHRYSLER 300, AND A WHITE GMC HUMMER. SOME APPEAR THAT THEY ARE INOPERABLE AND/OR UNREGISTERED. THEY ARE BY ORDINANCE JUNK VEHICLES AND THEY NEED TO BE REMOVED FROM THE PROPERTY.

PENALTY

Should you fail to remove the junked vehicle(s) as required by law, a violation may be issued to you, which could result in a fine being assessed against you of up to $500 per day.

HEARING

You have the right to request a hearing to object to the City's intent to declare the junked vehicle(s) as public nuisance. Any request for a hearing must be made by mail or personal delivery to the Office of the City Secretary at 310 Nolan St., Big Spring, Texas 79720 before the tenth (10^{th}) day of the date of this notice.

If you request a hearing, you and any owner, lienholder, property owner/occupant, or witness shall have a right to testify. The City Attorney will represent the City, present the City's evidence, and call the City's witnesses. The vehicle(s) shall be presumed to be inoperable unless demonstrated otherwise.

If a preponderance of the evidence at the hearing shows that the vehicle(s) is a junked vehicle, the hearing office shall make a finding that the vehicle is a junked vehicle and thus constitutes a public nuisance and shall order that the junked vehicle(s) be demolished and disposed of as scrap or salvage. A vehicle that is declared a public nuisance by the hearing office may not be reconstructed or made operable. The hearing office is the City Council.

APPEAL

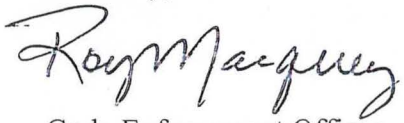
Any owner, lienholder, or owner/occupant may appeal the determination of the hearing office to any court of competent jurisdiction with ten (10) days of the hearing office's determination. The City shall not abate or remove the junked vehicle(s) declared to be a public nuisance while an appeal is pending.

FAILURE TO REMOVE VEHICLE(S) OR REQUEST A HEARING

If you fail to remove the junked vehicle(s) and you do not request a hearing, the City shall declare the junked vehicle(s) to be a public nuisance and abate and remove the vehicle(s) from the premises. This will terminate your ownership of the junked vehicle(s).

You may view the City's ordinances concerning junked vehicles online by going to https://library.municode.com/tx/big_spring, Big Spring City Code Chapter 36, Article IV. – Abandoned, Inoperative, or Junked Motor Vehicles.

Sincerely,



Code Enforcement Officer
City of Big Spring, Texas

EXHIBIT S-8

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **FEBRUARY 23, 2023**, attached as **Exhibit S-9**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 13, 2023.

This notice was also published in the Big Spring Herald on February 11, 2023."

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT S-9

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **FEBRUARY 23, 2023,** AT **5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC

2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON T. COREA

406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALAN AND DELIA CANTU

2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 A & B BK6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 6 0.156 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER

2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE

2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY WHITE

1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KENT IVEY

1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MAYHALL ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL

1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIPSA RODRIGUEZ

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES– OWNER: GINA HERNDERSON

1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES– OWNER: DONNA BERRY

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017– OWNER: MAURICE VILLAREAL

709 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES– OWNER: CHRISTIAN SPIVEY

1223 E 16 TH , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 17 K 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES – OWNER: SUSAN & DAVID KING; JUDITH TREECE

1705 JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES– OWNER: RANDALL COLLIN

627 STATE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES– OWNER: MARY HERRERA

2606 LARRY, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022– OWNER: SANDRA GAY WALL BAIR

1004 E 12 TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES– OWNER: CAROLE J STEVENS

700 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019– OWNER: JELICIA MARTIN

1500 LINCOLN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES– OWNER: EDDIE ALVARADO

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEASE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna, Building Official, City of Big Spring


2/10/2023 12:00

709 SAN ANTONIO

CODE OFFICER: ROY MARQUEZ

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF ROY MARQUEZ
CONCERNING 709 SAN ANTONIO

BEFORE ME, the undersigned authority, on this day, personally appeared **ROY MARQUEZ**, who, being by me duly sworn, deposed as follows:

"My name is **ROY MARQUEZ**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

"I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **709 SAN ANTONIO**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 16TH day of February, 2023.

Roy Marquez
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

Miranda Barela
Notary Public, State of Texas

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
CONCERNING THE IDENTITY AND ADDRESS OF
OWNER, LIENHOLDER, OR MORTGAGEE

"I made a reasonable effort to determine the identity and address of an owner, lienholder, or mortgagee of the property described as:

LT 14 BK 2 GORDON ACQ 070204 BLK/TRACT 2 0.163 ACRES of Big Spring, Howard County, Texas, also known as **709 SAN ANTONIO**, Big Spring, Texas

by searching the following records:

1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the municipality; and
6. utility records of the municipality.

Using the above-described records, I verified that **MAURICE VILLAREAL AKA MAURICE VLLARIAL** is the owner of the property located at the above-described premises and their mailing address is **709 SAN ANTONIO**, Big Spring, Howard County, Texas, as shown in **Exhibit T-1**.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 132739241

Notary Public, State of Texas

EXHIBIT T-1

HOWARD COUNTY APPRAISAL DISTRICT (2022)

Property ID : R000001915 Geo ID : B2640006400

Ownership

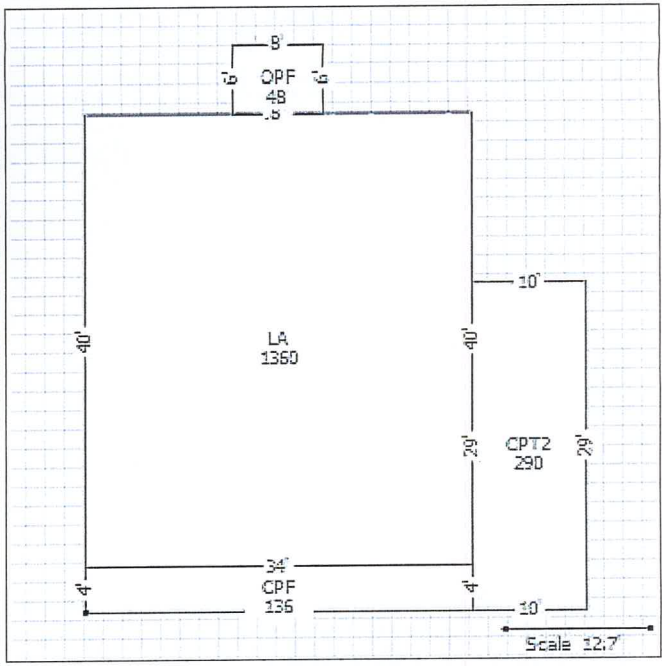
VILLAREAL MAURICE AKA VILLARIAL MAURICE

PO BOX 122
COAHOMA, TX 79511

Exemptions/Deed

INST: 2017-0000345
VOL: 1597
PAGE: 179
DATE: 1/13/2017





Legal Information

LEGAL: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017
SITUS: 709 SAN ANTONIO
ACRES:0.095
ALT:1915
XREF:1915.1

NOT CERTIFIED

Appraisal Coding

Appr By CT Appr Dt 11/09/21
Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
1/13/17		1597	179	2017-0000345	1/13/17	++++++	++++++	VILLAREAL MAURICE AKA	VILLARIAL MAURICE ET UX

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Value
LA-LIVING AREA	Y	1958/NA	RS3F	1,360	99.18	134,885	0	VP -85%		0%	0%	0%	100%	0%	-85.0%	20,233
CPF-COVERED PORCH FR	Y	1958/NA	RS3F	136	14.88	2,023	0	VP -85%		0%	0%	0%	100%	0%	-85.0%	303
CPT2-CARPORT AVERAGE	Y	1958/NA	RS3F	290	9.79	2,839	0	VP -85%		0%	0%	0%	100%	0%	-85.0%	426
OPF-OPEN PORCH / PAT	Y	1958/NA	RS3F	48	5.95	286	0	VP -85%		0%	0%	0%	100%	0%	-85.0%	43
				1,834		140,033	0									21,005

SQFT MA: 1360 MKT CSF MA: 17.386 CSF IMPR: 15.445 LOC CODE: WC

Feature Code	Cpsf / Value
AST-1 STORY	0
AUT-ALL	0
CRM-COMPOSITION	0
FET-FRAME	0
GRT-GABLE	0
PFN-PIER AND BE	0
1BT-1 BATH	0
WHC-WINDOW UNIT	0
	0

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
LFF12	66.0 FF/66.0 RF/63.0 DF LOTS	40.0		40.00		0%		Y	2,640	A1						0
									2,640							

Comments

	2022	Ptd	Change +/-	Prior 2021	Ptd
Impr Homesite +	21,005	A1	2,981	18,024	A1
Land Homesite +	2,640	A1	0	2,640	A1
Total Market =	23,645		2,981	20,664	
Assessed =	23,645		2,981	20,664	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
01H HOWARD COUNTY	0	23,645	.3275450		77.45
02B CITY OF BIG SPRING	0	23,645	.6731630		159.17
03B BIG SPRING ISD	0	23,645	1.0160000		240.23
052 HOWARD COLLEGE	0	23,645	.2367770		55.99
** ESTIMATED TOTAL					532.84

Nbh Coding	Misc Coding
EXRME2018	BSISDW
HSAPPNOT18	WC22
HSAPPNOT19	

User PERMITS2 Print Date 6/2/2022 9:50:47 AM Property ID : R000001915 Geo ID : B2640006400 Quick Link :

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
709 SAN ANTONIO CASE NOTES

"This record, attached as **Exhibit T-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16TH day of February, 2023.

Rey Marquez
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT T-2

01-19-2023 11:11 AM TASK NOTES REPORT

TASK #: 114061 ORIG. DATE:

TASK CODE: SUBSTANDARD BLD DUE DATE:

PROPERTY: 709 SAN ANTONIO ST

NOTES

Incident Notes:

THERE IS LARGE AMOUNTS OF BURNED DEBRIS AND REMNANTS OF STRUCTURE THAT SUSTAINED EXTENSIVE FIRE DAMAGE. THIS STRUCTURE NEEDS TO BE DEMOLISHED AND ALL DEBRIS NEEDS TO BE PICKED UP AND PROPERLY DISPOSED OF. THIS PROPERTY IS NOW A SAFETY AND HEALTH HAZARD AND MUST BE TAKEN CARE OF IMMEDIATELY.

Task #: 114060 - INSPECT SUBSTANDARD - 1/04/2023

ON 12-20-22 @ 9:35 CODE ENFORCEMENT ROY MARQUEZ INSPECTED PROPERTY FOR SUBSTANDARD STRUCTURE VIOLATION, FOUND REMNANTS OF STRUCTURE THAT HAS SUSTAINED EXTENSIVE FIRE DAMAGE, WITH BURNED WOOD AND DEBRIS ON THE PROPERTY. PICTURES WERE TAKEN, LETTER WILL BE SENT.

Task #: 114061 - SUBSTANDARD BLD - 1/04/2023

ON 1-17-23 @ 14:16 CODE ENFORCEMENT ROY MARQUEZ REINSPECTED PROPERTY FOR SUBSTANDARD STRUCTURE VIOLATION. STRUCTURE REMAINS THE SAME, NO ABATEMENT HAS BEEN ATTEMPTED. WILL SEND COMPLAINT REFERRAL TO COUNCIL FOR ABATEMENT. PICTURES WERE TAKEN.

01-19-2023 11:25 AM INCIDENT NOTES REPORT

INCIDENT #: 71997 ORIG. DATE:

INCIDENT CODE: 300-0006 ACCUML ITEM

PROPERTY: 709 SAN ANTONIO ST

NOTES

Incident Notes:

THERE IS ACCUMULATED ITEMS ON PROPERTY, DEAD WEED, TREE MATERIAL, DEBRIS FROM A STRUCTURE FIRE. THIS NEED TO BE PICKED UP AND PROPERLY DISPOSED AT THE LANDFILL.

Task #: 114065 - INSPECT ACCUMULATED - 1/04/2023

ON 12-20-22 @ 9:35 CODE ENFORCEMENT ROY MARQUEZ INSPECTED PROPERTY FOR ACCUMULATED ITEMS, FOUND DEAD WEED MATERIAL, TRASH, DEBRIS, WOOD MATERIAL AND MISCELLANOUS ITEMS ON GROUND FROM STRUCTURE FIRE. THIS ALL NEED TO BE PICKED UP AND PROPERLY DISPOSED OF AT LANDFILL.

Task #: 114066 - ACCUMULATED ITEMS - 1/04/2023

ON 12-20-22 @ 9:35 CODE ENFORCEMENT ROY MARQUEZ INSPECTED PROPERTY FOR ACCUMULATED ITEMS VIOLATION, FOUND DEAD WEED MATERIAL, TRASH, DEBRIS, WOOD MATERIAL AND MISCELLANOUS ITEMS FROM STRUCTURE FIRE. PICTURES WERE TAKEN, LETTER WILL BE SENT.

Task #: 114246 - REINSP ACCUMLTD ITEM - 1/19/2023

Task #: 114247 - ISSUE COMPLAINT - 1/19/2023

ON 1-17-23 @ 14:16 CODE ENFORCEMENT ROY MARQUEZ REINSPECTED PROPERTY FOR ACCUMULATED ITEMS VIOLATION, PROPERTY HAS NOT BEEN ABATED. WILL SEND REFERRAL COMPLAINT TO COUNCEL FOR ABATEMENT. PICTURES WERE TAKEN

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
PHOTOGRAPHS TAKEN BY ROY MARQUEZ

"With regard to the photographs in **Exhibits T-3, T-4 and T-5** I am familiar with and recognize the scene depicted in the photographs. On December 20, 2022, January 17, 2023, and February 23, 2023 I inspected the property described as:

> **LT 14 BK 2 GORDON ACQ 070204 BLK/TRACT 2 0.163 ACRES** of Big Spring, Howard County, Texas, also known as **709 SAN ANTONIO**, Big Spring, Texas

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

SIGNED on the 23RD day of February, 2023.

Roy Marquez
AFFIANT

SWORN TO AND SUBSCRIBED before me this 23RD day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Miranda Barela
Notary Public, State of Texas

EXHIBIT T-3


12/20/2022 9:35


12/20/2022 9:36


12/20/2022 9:36

INSPECTION PICTURES 12-20-22




12/20/2022 9:36

INSPECTION PICTURES 12-20-22




01
12/20/2022 9:37


12/20/2022 9:37

EXHIBIT T-4

REINSPECTION PICTURES 1-17-23



REINSPECTION PICTURES 1-17-23




1/17/2023 14:16

REINSPECTION PICTURES 1-17-23



REINSPECTION PICTURES 1-17-23



REINSPECTION PICTURES 1-17-23



REINSPECTION PICTURES 1-17-23



EXHIBIT T-5

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY ROY MARQUEZ

"The document in **Exhibit T-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

Certified Mail Return for **Exhibit T-7** is also attached.

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT T-6

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

709 SAN ANTONIO ST
N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017

Case No: 71997

January 4, 2023

MAURICE VILLAREAL
PO BOX 122
COAHOMA TX 79511

Sent via: First Class US Mail

The City of Big Spring has determined that the following section of the **Property Maintenance Code (PMC) of Big Spring** has been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 302.1 Sanitation	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
THERE IS ACCUMULATED ITEMS ON PROPERTY, DEAD WEED, TREE MATERIAL, DEBRIS FROM A STRUCTURE FIRE. THIS NEED TO BE PICKED UP AND PROPERLY DISPOSED AT THE LANDFILL.	Seven (7) days from date of mailing

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

Issued by

Roy Marquez	Code Compliance
Name	*Department*
432.264.2507	rmarquez@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE CORRECTIVE ACTION BY THE DEADLINE MAY

RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

FAILURE TO TAKE THE CORRECTIVE ACTION WITHIN THE DEADLINE MAY RESULT IN ABATEMENT BY THE CITY, CHARGING YOU AND/OR PROPERTY OWNER(S) WITH COSTS AND PENALTIES. If you fail to take the corrective action within the deadlines stated above, the City may initiate Proceedings to Abate. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Code Compliance Officer

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

709 SAN ANTONIO ST
N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017

MAURICE VILLAREAL
PO BOX 122
COAHOMA, TX 79511

Case No: 71994

Sent via: Certified US Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** have been violated, constituting a nuisance/safety issues:

VIOLATION	Description of Violation
Property Maintenance Code Sec. 304.1.1	Premises and exterior/interior structure on property is not considered structurally sound, has extensive fire damage and is determined to be as unsafe, poses a threat to public health, safety and welfare.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
THERE IS LARGE AMOUNTS OF BURNED DEBRIS AND REMNANTS OF STRUCTURE THAT SUSTAINED EXTENSIVE FIRE DAMAGE. THIS NEEDS TO BE DEMOLISHED AND ALL PICKED UP AND PROPERLY DISPOSED OF. THIS PROPERTY IS NOW A SAFETY AND HEALTH HAZARD AND MUST BE TAKEN CARE OF IMMEDIATELY	Seven (10) days from date of mailing

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

Issued by	Roy Marquez	Code Enforcement
	Name	*Department*
	432.264.2507	rmarquez@mybigspring.com
	Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY

sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

FAILURE TO TAKE THE CORRECTIVE ACTION WITHIN THE DEADLINE MAY RESULT IN ABATEMENT BY THE CITY, CHARGING YOU AND/OR PROPERTY OWNER(S) WITH COSTS AND PENALTIES. If you fail to take the corrective action within the deadlines stated above, the City may proceed with abatement (taking the corrective action for you). If so, the City will send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

ANNUAL NOTICE FOR WEEDS. If a violation covered by this notice occurs before the first anniversary of the date of this notice, and the City had not been informed in writing by the owner of an ownership change, then the City, without further notice, may take the corrective action and charge the abatement costs to the owner and file the lien as above.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Code Compliance Officer
City of Big Spring, Texas

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720
Lot: 14 BK 2 GORDON
ACQ 070204 BLK/TRACT 2 0.163 ACRES

February 10th, 2023

MAURICE VILLAREAL
709 SAN ANTONIO ST
BIG SPRING TX 79720

Sent via: First Class US Mail and Certified Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** and the **Big Spring Zoning Ordinance** have been violated, constituting a nuisance:

VIOLATION	Description of Violation
Property Maintenance Code	
Sec.111.1.5 (3), (7), (11) Hazardous structure or premises	Any portion of a building remains on a site after the démolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public. Any building, structure, or portion thereof that is dangerous. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.
Sec. 302.1 Sanitation.	The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

Sec. 302.4 Weeds	The premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches.
Sec. 302.5 Rodent harborage.	The exterior of the property is not being kept free from rodent harborages.
Sec. 308.1. Accumulation of rubbish or garbage.	Exterior property and premises…shall be free from any accumulation of rubbish or garbage.

The following actions are required to correct these violations within the deadlines.

Corrective Action Required	Deadline for Compliance
Structure was in fire at an unknown date. The structure was destroyed. The premises is littered with structural debris, remnants from fire, tires, trash, furniture, rubbish, weeds higher than 12 inches, and other accumulation and unsanitary matter that is required to be removed from the property. The accumulation of these items provide harborage and/or food to rodents and other vermin that need to be removed as well. This property has overgrown weeds or plant growth in excess of 12 inches that need maintenance.	Seven (7) days from date of mailing

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

Issued by

Roy Marquez	Code Compliance
Name	*Department*
432-264-2507	rmarquez@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you

and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **February 23rd, 2023**at **5:30 p.m.** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION 9.02. - Rules; oral evidence; admissibility of evidence; exclusion of evidence; rights of parties.

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

(c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(e) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;
2. To introduce documentary and physical evidence;
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
4. To impeach any witness regardless of which party first called him to testify;
5. To rebut the evidence against him;
6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

(f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Code Official's order is upheld by the Hearing Board, you may appeal its ruling to the District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall be final.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. *See* Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at https://codes.iccsafe.org/codes/i-codes.

Sincerely,

Roy Marquez, Code Enforcement
City of Big Spring, Texas

EXHIBIT T-7

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **FEBRUARY 23, 2023**, attached as **Exhibit T-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 10, 2023.

This notice was also published in the Big Spring Herald on February 11, 2023."

SIGNED on the 16TH day of February, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16TH day of February, 2023 by the above referenced Affiant.

MIRANDA JANAE BARELA
Notary Public, State of Texas
Comm. Expires 09-15-2024
Notary ID 13267736-1

Notary Public, State of Texas

EXHIBIT T-8

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING
CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON FEBRUARY 23, 2023, AT 5:30 P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

446 ARMSTRONG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 2 BK33 1S 661 ACQ 06132014 BLK/TRACT 331S 3.859 ACRES- OWNER: EL GATO PROPERTIES LLC

2621 ALBROOK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 1 CAPEHART IRR 049 BLK/TRACT 1 0.223 ACRES ACQ 03062017 – OWNER: ESTATE OF SIMON T. COREA

406 DALLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART LT 4 BK 1 EDWARDS HEIGHTS 50X144 801 ACQ 032807 BLK/TRACT 1 0.165 ACRES – OWNER: FRANK GALAN AND DELIA CANTU

2524 HUNTER, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 A & B BK6 CAPEHART IRR 2006 COMBINE ACCTS B2600028200 & 28300 194 194.01 ACQ 123003 BLK/TRACT 6 0.156 ACRES – OWNER: DARRYLL POLK AND ALFONZO CARTER

2204 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/100 NE/4 OF BK 43 COLLEGE HEIGHTS 100X140 1425 0.321 ACRES – OWNER: ESTATE OF SHIRLEY J WHITE

2201 JOHNSON STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 11-12 BK 42 COLLEGE HEIGHTS 100X140 1427 1428 BLK/TACT 42 0.321 ACRES – OWNER: ESTATE OF SHIRLEY WHITE

1000 EAST 15TH STREET, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 & W/20 OF LT 2 BK 38 COLE & STRAYHORN 70X140 745 ACQ 050807 BLK/TRACT 38 0.225 ACRES – OWNER: KENT IVEY

1101 EAST 15TH STREET, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 34 COLE & STRAYHORN 50X140 531 ACQ 03232021 BLK/TRACT 34 0.161 ACRES – OWNER: SHANE MAYHALL ATTN: SHELBY MAYHALL AND LINDSEY DEE MAYHALL

1515 WOOD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 2A BELVUE 68X125 1277 ACQ 030813 BLK/TRACT 2-A 0.195 ACRES – OWNER: RAMON RODRIGUEZ AND MARIPSA RODRIGUEZ

1305 BARNES AVENUE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 7 MONTICELLO 60X125 311 ACQ 08012017 BLK/TRACT 7 0.172 ACRES– OWNER: GINA HERNDERSON

1708 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 GORDON 50X142.5 1029 ACQ 070204 BLK/TRACT 2 0.163 ACRES– OWNER: DONNA BERRY

709 SAN ANTONIO ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/2 OF LT 10 BK 5 CEDAR CREST IRR 935 BLK/TRACT 5 0.095 ACRES ACQ 01132017– OWNER: MAURICE VILLAREAL

709 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SW/4 OF SC 26 BK 33 1N 150X280 MH 14X72 LABEL #ARK001530 107 ACQ 12202021 BLK/TRACT 33 1N 0.64 ACRES– OWNER: CHRISTIAN SPIVEY

1223 E 16 TH , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 17 K 1 HAYDEN 50X150 703 BLK/TRACT 1 0.172 ACRES – OWNER: SUSAN & DAVID KING; JUDITH TREECE

1705 JENNINGS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 2 SETTLES 50 X 147.5 1012 ACQ 030708 BLK/TRACT 2 0.169 ACRES– OWNER: RANDALL COLLIN

627 STATE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 6 CENTRAL PARK IRR 923 ACQ 030204 BLK/TRACT 6 0.13 ACRES– OWNER: MARY HERRERA

2606 LARRY, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 21 BK 5 KENTWOOD 70X130 094 0.209 ACRES ACQ 03012022– OWNER: SANDRA GAY WALL BAIR

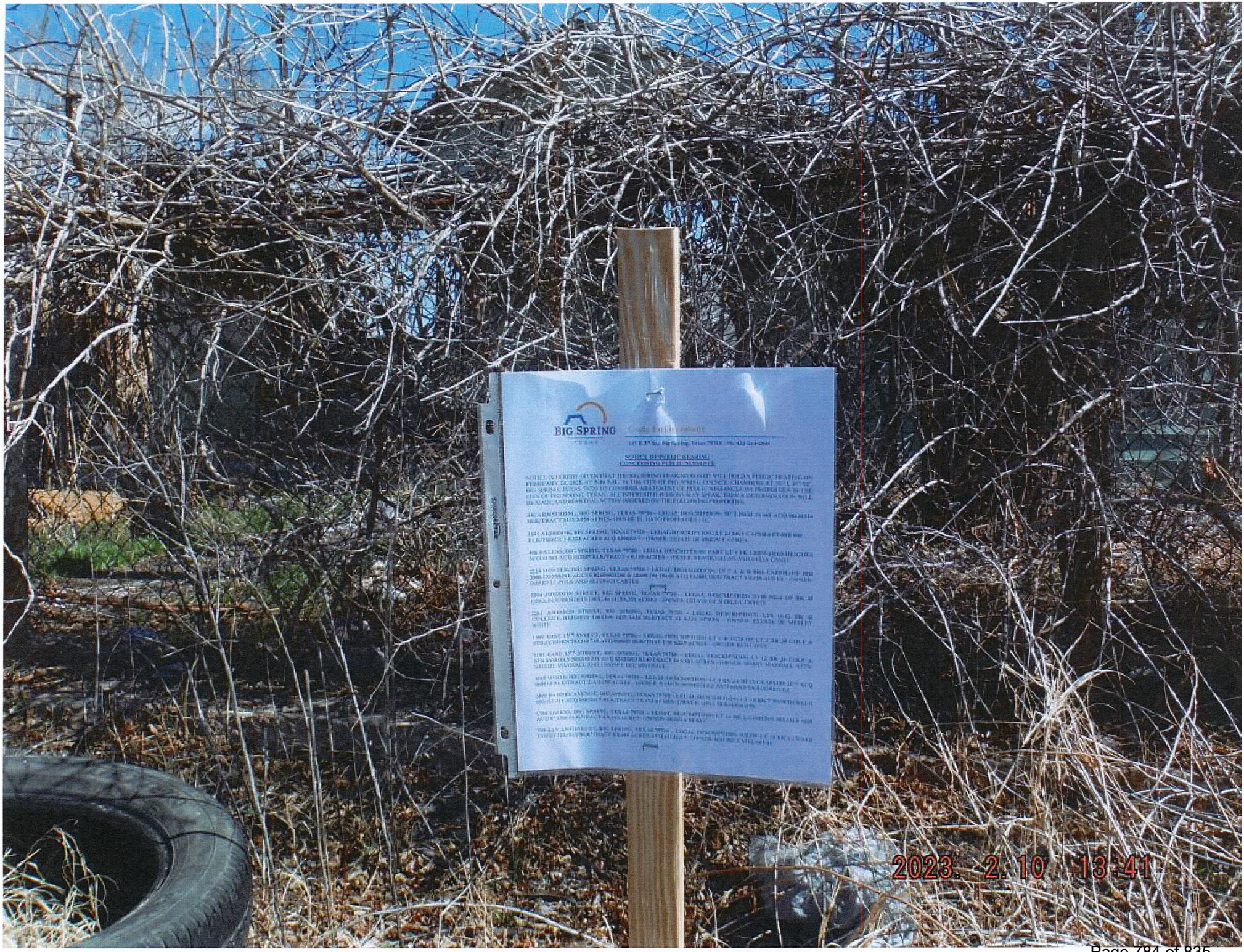
1004 E 12 TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 29 COLE & STRAYHORN 50X140 247 BLK/TRACT 29 0.161 ACRES– OWNER: CAROLE J STEVENS

700 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 6 BK 4 BANKS 50X140 121 BLK/TRACT 4 0.161 ACRES ACQ 08132019– OWNER: JELICIA MARTIN

1500 LINCOLN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 8 BK 1 WILEY TERRACE 78X115 684 ACQ 031910 BLK/TRACT 1 0.206 ACRES– OWNER: EDDIE ALVARADO

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEASE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna, Building Official, City of Big Spring


BIG SPRING
2023 2 10 13 41


2023. 2.10 13:41

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AUTHORIZING AND DIRECTING THE SALE OF THE 11.06 TRACT OF REAL PROPERTY AT 1801 WEST INTERSTATE 20, BIG SPRING, TEXAS 79720 TO 3-D DEVELOPMENT, LLC, AND ENTERING INTO AN ECONOMIC DEVOLPMENT INCENTIVE WITH THE BUYER UNDER CHAPTER 380, TEXAS LOCAL GOVERNMENT CODE AND SETTING AN EFFECTIVE DATE

WHEREAS, The City of Big Spring, Texas is home rule city; and

WHEREAS, The City Council of Big Spring is the governing body of the City of Big Spring; and

WHEREAS, The City of Big Spring owns the approximate 11.06-acre tract at 1801 West I-20 Frontage Road in Howard County, Big Spring, Texas, and wishes to sell the tract; and

WHEREAS, on May 24, 2022, a majority of City Council Members voted to request Proposals for the Sale of the lnterstate-20 Property and Authorizing the City Manager or His Designee to Execute any Necessary Documents; and

WHEREAS, On May 27, 2022, the City of Big Spring duly published Request for Proposals (RFP) 22-020, "Economic Development/Real Estate Opportunity – 1801 East I-20, Big Spring, Texas 79720;" and

WHEREAS, The RFP in its Appendix A referenced the site description of the property as Property ID R000006787; Legal Description: LT 1 BK 1 MID TEX SUBDIVISION, an Addition to the City of Big Spring, Howard County, Texas, filed in Envelope #132-B; the same being an approximate 11.06-acre tract out of SW/4 of Section 26, Block 33, T-1-N, T&P Ry. Co. Survey, Howard County, Texas also known as 1801 I-20 E, Big Spring, Texas 79720," and

WHEREAS, The actual mailing address of the property is 1801 West Interstate 20, Big Spring, Texas 79720; and

WHEREAS, City Council finds that the address in the RFP was clear as there is no 1801 East I-20 in Big Spring, and the only 1801 I-20 address in Big Spring is 1801 West I-20, and furthermore, the RFP included the legal description of the property; and

WHEREAS, As set by Bidding Addendum No. 1, Responses to RFP #22-020 were extended to July 11, 2022, at 3:00 p.m.; and

WHEREAS, 3-D Development, LLC, a limited liability company organized under the laws of the Commonwealth of Kentucky duly submitted a proposal to the RFP; and

WHEREAS, On February 14, 2023, the City Council of Big Spring selected the proposal of 3-D Development, LLC pursuant to purchase the property and enter into an economic development incentive; and

WHEREAS, The City Council of Big Spring finds that selling the property at 1801 West I-20, Big Spring, Texas pursuant to the attached real estate purchase agreement and that entering into the attached economic development incentive agreement with the developer accomplishes a valid public purpose, promotes local economic development and stimulates business and commercial activity in the municipality, and is authorized by law;

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

SECTION 1. City Council hereby authorizes and directs the sale of 1801 West Interstate 20, Big Spring, Texas to 3-D Development, LLC, pursuant to RFP # 22-020 and authorizes the City Manager to execute the real estate purchase agreement located and incorporated into this Resolution as Attachment 1.

SECTION 2. City Council hereby authorizes and directs the City Manager to execute the Chapter 380 Economic Development Agreement with 3-D Development, LLC attached and incorporated into this Resolution as Attachment 2.

SECTION 3. If any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 4. To the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

SECTION 5. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED on first reading at a special meeting of the City Council on the **23rd** day of **February**, **2023** with all members of the Council voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **14th** day of **March**, **2023** with all members of the Council voting "aye" for the passage of same.

_____
Robert H. Moore, III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

ATTACHMENT 1

REAL ESTATE PURCHASE AGREEMENT

Big Spring, Texas

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the Effective Date (being the date of last execution hereof by the parties), by and between the City of Big Spring, a home-rule Texas municipal corporation (the "Seller"), and 3-D Development, LLC. a Kentucky limited liability company (the "Buyer"). The Title Company (as defined below) joins the execution of this AGREEMENT for the sole purpose of acknowledging its obligations under Section 3 hereof.

FOR GOOD AND VALUABLE CONSIDERATION, including without limitation the covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. SALE AGREEMENT; PROPERTY. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, on the terms hereinafter stated, a certain 11.06 +/- acre parcel of land (Geo ID B4450000100, Property ID R000006787) located at 1801 West I-20 Frontage Road, in Howard County, Big Spring, Texas 79720, the legal description of which will be generated in conjunction with a survey of such parcel, together with all improvements and fixtures located thereon, if any, and all rights, easements, and other interests appurtenant thereto (collectively, the "Property"), subject only to the Permitted Exceptions (as defined in Section 8.1 below). A general depiction of the Property is attached hereto as Exhibit A.

2. PURCHASE PRICE. The purchase price to be paid by Buyer to Seller for the Property is Nine Hundred Thousand and No/100 Dollars ($900,000.00) (the "Purchase Price"), payable as follows:

2.1 Earnest Money. Upon Seller's execution of this Agreement and delivery thereof to Buyer (by mail, facsimile, or email), Buyer shall deposit Twenty Thousand ($20,000.00 in current U.S. funds (the "Earnest Money") with the Title Company (defined below) to be applied against the Purchase Price at Closing (as defined below) or otherwise disposed of pursuant to the terms of this Agreement.

2.2 Cash Payment. At Closing, Buyer shall pay to Seller the balance of the Purchase Price, subject to adjustment as hereinafter provided, in immediately available current U.S. funds.

3. ESCROW OF EARNEST MONEY.

3.1 Release of Funds. The Title Company will deliver the Earnest Money under the following conditions:

i. to Seller upon final Closing;

ii. to Buyer upon the Title Company's receipt of signed, written notice from Buyer on or before the expiration of the Inspection Period (as defined below) of Buyer's election to terminate this Agreement; or

iii. to Buyer or Seller, as applicable, upon the Title Company's receipt of written demand therefor based upon the other party's default (the "Defaulting Party") and failure to timely cure (a "Default EM Demand"), along with the facts underlying such default; provided that, the Title

Seller's initials: _____ Buyer's initials: _____

Company shall not honor the Default EM Demand unless and until five (5) business days after the Title Company provides a copy of the same to the Defaulting Party, as set forth in Section 3.2 below, and the Defaulting Party either (a) expressly consents in writing to delivery of Earnest Money in accordance with the Default EM Demand or (b) fails to timely provide a Notice of Objection (as defined and addressed below).

3.2 Objection to Release. Within two (2) business days of the receipt by the Title Company of a Default EM Demand, the Title Company shall send a copy thereof to the Defaulting Party. The Defaulting Party may object to the Default EM Demand by sending written notice thereof (the "Notice of Objection") to the Title Company within five (5) business days of receipt of the Default EM Demand. Upon the timely receipt of a Notice of Objection, the Title Company shall promptly, within two business days, send a copy thereof to the demanding party and thereafter hold the Earnest Money until (i) the Title Company receives written instruction from Seller and Buyer directing the disbursement of the Earnest Money, or (ii) in the event of litigation between Seller and Buyer, the Title Company shall deliver the Earnest Money to the clerk of the court in which said litigation is pending.

3.3 Limitation of Liability of Title Company. The Title Company may act upon any instrument or other writing it reasonably believes to be genuine and signed and presented under proper authority and shall not be held liable in connection with any such action, except in the case of the Title Company's willful default or gross negligence. Buyer and Seller jointly and severally agree to indemnify and hold the Title Company harmless from all loss, liabilities, cost, and expenses arising from its compliance with this Section 3, including, without limitation, reasonable attorneys' fees and court costs.

4. TITLE AND SURVEY REVIEW.

4.1 Title Commitment. As soon after the Effective Date as reasonably possible, Buyer shall obtain a commitment for the issuance by National Commercial Services Colorado , 1401 17th Street, Suite 480, Denver, CO 80202, (the "Title Company", Contact: Teresa Hott, telephone: 303.291.9984; email: Teresa.hott@fnf.com) of an ALTA owner's title insurance policy, with extended coverage, insuring title to the Property to be good and marketable fee simple (the "Commitment"), together with legible copies of all recorded documents constituting exceptions under the Commitment (Collectively, the "Exception Documents")

4.2 Prior Title Policy. Within 10 days after the Effective Date, Seller shall forward to the Title Company copies of any prior issued title insurance policies in Seller's possession or control, which cover any part of the Property.

4.3 Survey. As soon after the Effective Date as reasonably possible, Buyer shall obtain a current survey of the Property (the "Survey") prepared by a registered professional land surveyor designated by Buyer, in conformance with the ALTA Standards and Buyer's then current survey requirements. The delivery of a survey which does not meet the requirements of this Section 4.3 will not constitute delivery or receipt of the Survey hereunder.

4.4 Title and Survey Objections; Cure Period. After Buyer's receipt of the last of the Commitment, Exception Documents and Survey, Buyer shall give written notice to Seller of any matters contained therein to which Buyer objects, has comments or wants additional information on, and any pre-Closing requirements (the "Title Objection Letter"). Seller shall have until Closing to cure objections set forth in the Title Objection Letter

and shall exercise reasonable efforts in doing so; provided that, in any event, Seller shall be obligated, at Closing, to (i) remove exceptions relating to monetary or other liens which may be removed upon the payment of money, (ii) satisfy Seller's requirements under the Commitment; and (iii) provide the deliverables set forth in Section 8 below). If an objection is not timely cured or requirement timely satisfied, in addition to any other remedies available hereunder, Buyer shall have the option to either (a) waive the same, (b) postpone closing until such objection is cured or satisfied as mutually agreed by Buyer and Seller or (c) terminate this Agreement and receive a refund of the Earnest Money (along with any interest earned thereon), in which event both parties will be relieved of any further liability hereunder (except as otherwise expressly provided herein).

5. DUE DILIGENCE; BUYER'S INSPECTION PERIOD.

5.1 Seller's Due Diligence Deliveries. Within 10 days after the Effective Date, Seller shall deliver to Buyer all plans, engineering or environmental reports, surveys and records, in Seller's possession or control, which relate to the ownership, development, operation or condition of the Property or any part thereof. Upon termination of this Agreement other than through Closing, Buyer shall promptly return the same to Seller. Also within 10 days after the Effective Date, Seller shall deliver to Buyer a draft ordinance (or resolution), or in the alternative a written opinion from the Seller's City Attorney or Chief Legal Officer, describing the legal basis for the Seller's authority to sell the Property to the Buyer upon final Closing.

5.2 Inspection. Seller agrees that Buyer, its representatives and agents, will be permitted a period of One Hundred and Eighty (180) days, commencing on the Effective Date (the "Inspection Period"), within which to enter upon and inspect the Property and to conduct, at Buyer's expense, any and all feasibility, environmental, or other studies, analyses or examinations of the Property as Buyer deems necessary or desirable, and to satisfy itself with regard to zoning and permitting issues, availability of utilities, and all other matters related to the Property and/or Buyer's development thereof. Buyer shall have the option to extend the Inspection Period for Two (2) additional Sixty-day (60) periods, with each such additional period being deemed a part of the "Inspection Period" (each an "Extension Option"). To exercise an Extension Option, Buyer shall provide written notice thereof to Seller and, in each such event, Five Thousand Dollars ($5,000.00) of the Earnest Money (to be applied against the Purchase Price in the event of Closing) will be deemed non-refundable (except in the event the Closing does not occur due to Seller's default or wrongful refusal to close) and immediately released to Seller by the Title Company. If during the Inspection Period (as extended, as the case may be) Buyer, in its sole and absolute discretion, determines that the Property is unsatisfactory in any respect, Buyer shall have the option to terminate this Agreement by written notice to Seller. In such event, Buyer shall repair any material damage to the Property caused by Buyer in the exercise of its rights under this Section 5 and the Earnest Money (excluding any portion previously released to Seller), along with any interest earned thereon, shall immediately be returned to Buyer and both parties will be relieved of all obligations hereunder (except as otherwise expressly provided herein). Buyer agrees to indemnify and hold Seller harmless from all claims or costs arising or resulting from Buyer's inspections pursuant to this Section 5. This obligation shall survive any termination of this Agreement.

6. SELLER'S WARRANTIES. Seller, represents and warrants the following as of the Effective Date and the Closing:

6.1 Authority of Seller. Seller has full power and authority to execute, deliver and perform under this Agreement pursuant to Tex. Loc. Gov't Code, Section 272.001(a), and such execution, delivery and performance have been specifically authorized by all requisite organizational action of Seller and in accordance with Texas

law. Upon full execution, this Agreement will be valid and binding upon Seller, and enforceable against Seller in accordance with its terms.

Seller's initials: _____ Buyer's initials: _____

6.2 No Violations/Conflicts. The execution by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby do not and will not (a) conflict with or result in a breach of any of the terms or provisions of (i) any bond, debenture, note or other evidence of indebtedness, or (ii) any contract, indenture, mortgage, loan agreement, lease, joint venture or other agreement or instrument to which Seller is a party or by which Seller or the Property is bound; or (b) result in any violation of any governmental requirement, ordinance, regulation, law or statute.

6.3 Eminent Domain. To the best of Seller's knowledge, there are no pending or threatened governmental proceedings in eminent domain, for rezoning, for building moratorium or otherwise, which would affect the Property.

6.4 Litigation. There are no legal actions, suits or other legal or administrative proceedings or investigations pending or threatened against Seller or the Property, and Seller is not aware of any facts that might result in any such action, suit, investigation, or other proceeding.

6.5 Bankruptcy. Seller has not: (i) filed any voluntary or had involuntary filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver or conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets;(iii) suffered the attachment or other judicial seizure of all, or substantially all of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors to taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

6.6 Taxes and Assessments. Except regarding ad valorem taxes which are not yet delinquent, no claim or liability is pending or has been assessed or asserted against Seller or the Property in connection with any ad valorem taxes, special assessments or other impositions, including without limitation personal property taxes.

6.7 No Agreements or Commitments. Except as disclosed in writing to Buyer prior to the Effective Date, Seller has not entered into (i) any agreement, lease, option, right of first refusal, commitment or arrangement granting to any person or entity, other than Buyer, the present or future right to purchase, occupy, lease or otherwise acquire an interest in the Property or any part thereof, (ii) any agreement, commitment or arrangement regarding the development of the Property or any part thereof and from the Effective Date through Closing, Seller will not enter into any such agreement or arrangement or any service agreement affecting the Property or any part thereof, without Buyer's prior written approval.

6.8 Governmental Action/Requirement. Seller has not received notice of any violation of any ordinance, regulation, law or statute from any governmental agency pertaining to the Property, or any part thereof, and to the best of Seller's knowledge, no governmental or quasi-governmental authority has imposed any requirement that a developer of the Property pay, whether directly or indirectly, any special fees or contributions, or incur any expenses or obligations, in connection with any development of the Property, or any part thereof.

6.9 Independent Parcel. To Seller's knowledge, the Property is an independent parcel which does not rely on any drainage, sewer, access, structural or other facilities located on any property other than the

Property: (i) to fulfill any zoning, building code or other municipal or governmental requirement, (ii) furnish the Property any utilities, or (iii) fulfill the requirements of any agreement affecting the Property.

6.10 Environmental. See Exhibit D for Seller's Disclosure. Other than the information in Exhibit D, to the best of Seller's knowledge:

(i) No Hazardous Materials (as defined herein) are now located on, under or at the Property, and neither Seller nor any other person has ever caused or permitted any Hazardous Materials to be placed, held, located, or disposed of on, under or at the Property.

(ii) No part of the Property contains any asbestos or asbestos containing materials, any polychlorinated biphenyls ("PCBs"), or any underground storage tanks ("USTs") or has ever been used as a dump site or storage site (whether permanent or temporary) for any Hazardous Materials.

(iii) No property adjoining the Property is being used or has been used at any previous time for the disposal, storage, treatment, processing, or other handling of Hazardous Materials nor is any other property adjoining the Property affected by Hazardous Materials contamination.

(iv) No investigation, administrative order, consent order and agreement, litigation, or settlement with respect to Hazardous Materials or Hazardous Materials contamination is proposed, threatened, anticipated or in existence with respect to the Property.

As used herein, "Hazardous Materials" means those elements or compounds, including, but not limited to asbestos, petroleum products and PCBs, which are now or at any time hereafter contained in the list of hazardous substances adopted by the Environmental Protection Agency ("EPA") or the list of toxic pollutants designated by Congress or the EPA or which are defined as hazardous, toxic, pollutant, flammable, infectious or radioactive by any of the Environmental Laws. "Environmental Laws" means any federal, state, or local laws, ordinances, statutes, codes, rules, regulations, orders, or decrees now or hereinafter promulgated relating to (a) pollution; (b) protection of human health, natural resources or the environment; (c) the treatment, storage or disposal of Hazardous Materials; or (d) the emission, discharge, release, or threatened release of Hazardous Materials into the environment.

6.11 Wetlands. To Seller's knowledge, no part of the Property is wetlands property.

The foregoing representations and warranties will survive the Closing, will not be merged into the documents executed at or in conjunction with the Closing, and will not be affected by an investigation, verification, or approval by a party.

7. TIME AND PLACE OF CLOSING. Subject to Section 15 the consummation of the transaction contemplated by this Agreement (the "Closing") shall take place within Thirty (30) days of the end of the Inspection Period (as extended, as the case may be), with the exact time and date for Closing to be designated by Buyer upon not less than 2 business days prior notice (which may be provided in writing or by telephone), subject to the reasonable approval of Seller. The Closing will take place at the offices of the Title Company (whether in person or as a "paper closing", as each party elects) or at such other place as may be agreed to by Buyer and Seller.

Seller's initials: _____ Buyer's initials: _____

8. SELLER'S DELIVERIES AT CLOSING. At Closing, Seller shall deliver to Buyer or the Title Company, as applicable, the following:

8.1 Deed. A duly executed and acknowledged original Special Warranty Deed conveying to Buyer marketable fee simple title to all of the Property (the "Deed") free of all liens and encumbrances and defects in title other than those acceptable to Buyer under Section 4.4 above (the "Permitted Exceptions"). The Deed will be in form prepared by Buyer, subject to the reasonable approval of Seller. If required by applicable homestead or other law, the Title Company or local recording requirements, any individual Seller shall cause his/her spouse to execute the Deed.

8.2 Lien and Possession Affidavit(s). An Affidavit or Affidavits executed by Seller, to the effect that (i) the Property is free from claims for mechanics', materialmen's and laborers' liens and (ii) there are no parties in possession of the Property or any part thereof, with such Affidavit(s) to be in form acceptable to the Title Company and sufficient to permit deletion of the pertinent standard exceptions.

8.3 FIRPTA. An affidavit executed by Seller, in the form required by law, that Seller is not a "foreign person" as defined in the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), Section 1445 of the Internal Revenue Code, as amended from time to time.

8.4 Possession. Possession of the Property.

8.5 Closing Statement. The closing statement, prepared by the Title Company, reflecting the financial terms of the transaction contemplated by this Agreement (the "Closing Statement"), executed by Seller.

8.6 Intentionally Deleted.

8.7 Authorizing Ordinance (or Resolution); Meeting Minutes. An ordinance (or resolution) approved by the Seller's governing body at a public meeting noticed and conducted in accordance with Texas Open Meetings Act, and executed by its Mayor, authorizing the sale and conveyance of the Property in accordance with Texas law and the Seller's charter, along with a copy of the approved or otherwise certified minutes of the public meeting where such approval and authorization occurred.

8.8 Further Instruments. Any and all further instruments which Buyer or the Title Company shall reasonably request of Seller in order to meet requirements of the Commitment or to otherwise effect the conveyance of the Property as contemplated in this Agreement.

9. BUYER'S DELIVERIES AT CLOSING. At Closing, Buyer shall deliver to Seller (i) the remainder of the Purchase Price, subject to proration and adjustment, as provided herein; (ii) the Closing Statement, executed by Buyer; and (iii) any and all further instruments which Seller or the Title Company shall reasonably request of Buyer in order to meet requirements of the Commitment or to otherwise effect the conveyance of the Property as contemplated in this Agreement.

Seller's initials: _____ Buyer's initials: _____

10. CLOSING COSTS. The Closing costs of this transaction will be allocated as follows:

BUYER	COST OR EXPENSE	SELLER
	Seller's attorney's fees, if any	X
X	Buyer's attorney's fees, if any	
x	Commitment / Title Policy premium	
X	Survey, as revised	
	Documentary stamps, transfer taxes or fees, if any	X
	Recording fees to clear / un-encumber title	X
X	Recording fees for deed	
½	Title Company closing or escrow charges	up to $250.00

11. BROKERAGE. Buyer represents that it has not dealt with any real estate broker, salesperson, or finder, in connection with the transactions contemplated by this Agreement, on its behalf, other than Lamar E. Lawson of (Lawson Commercial Realty Inc.), the "Buyer's Broker". Seller represents that it has not dealt with any real estate broker, salesperson or finder, in connection with the transactions contemplated by this Agreement. All broker fees and commissions owed to Buyer's Broker in connection herewith, totaling 5% of the Purchase Price, shall be paid at Closing by Buyer. Buyer agrees to indemnify, defend, and hold harmless Seller from and against any and all liabilities and claims for commissions and fees by persons purporting to have acted on Buyer's behalf in regard to the Agreement, other than Buyer's Broker. Seller agrees to indemnify, defend, and hold harmless Buyer from and against any and all liabilities and claims for commissions and fees by Buyer's Broker and any persons purporting to have acted on Seller's behalf in regard to the Agreement. The obligations of this Section 11 shall survive the Closing.

12. DEFAULT AND REMEDIES.

12.1 Buyer's Default - Seller's Remedy. If Buyer defaults in its performance hereunder (except as excused by Seller's default) and fails to cure such default within 10 days after receipt of written demand therefore from Seller, then Seller shall have the exclusive option to either (i) waive the default; or (ii) terminate this Agreement by written notice to Buyer and upon such termination Seller shall be entitled to receive the Earnest Money (along with any interest earned thereon) as liquidated damages and not as a penalty, it being specifically agreed that the actual damages to Seller as a result of Buyer's default would be difficult or impossible to ascertain. Upon such termination and receipt of the Earnest Money, the parties will be discharged from any further obligations and liabilities hereunder (except as otherwise expressly provided herein).

12.2 Seller's Default - Buyer's Remedy. If Seller defaults in its performance hereunder (except as excused by Buyer's default) and fails to cure such default within 10 days after receipt of written demand therefore from Buyer, or in the event any of Seller's representations or warranties are found to be false in any material respect, Buyer shall have the option to (i) seek specific performance; (ii) waive such default; or (iii) terminate this Agreement by written notice to Seller and upon such termination the Earnest Money (along with any interest earned thereon) shall be returned to Buyer and Buyer may, if it so elects, pursue against Seller any and all available remedies, including but not limited to damages in an amount not to exceed Buyer's Cost (as defined herein). For purposes of this Section 12.2, "Buyer's Cost" shall mean all expenses, if any, actually incurred by Buyer (a) in obtaining the Commitment and Survey, including any attendant expenses for related municipal or other searches; (b) in exercising its rights under Section 5 above regarding Buyer's due diligence and

inspection of the Property, including without limitation, the cost of any environmental studies or assessments, engineering reports, site development plans, traffic studies, or other investigations or testing; and (c) in utilizing third parties in relation to the negotiation of this Agreement and/or under Section 4 or Section 5, and expressly including without limitation, reasonable and necessary fees incurred for services provided by engineers, consultants and attorneys. The Seller agrees this Agreement constitutes a "contract" as defined by Tex. Loc. Gov't Code Section 271.151(2)(A) and "Buyer's Cost" shall qualify as a balance due and owed by the Seller under this Agreement in accordance with Tex. Loc. Gov't Code Section 271.153.

13. INDEMNITY. To the greatest extent allowed by Texas law, the Seller agrees to defend, indemnify and to hold Buyer harmless from any claim, action, demand, judgment, cost and expense (including without limitation, reasonable attorneys' fees) (i) arising or resulting from Seller's breach of any term, agreement, representation, warranty, or covenant in this Agreement or (ii) related to the Property, to the extent arising or relating to an event occurring prior to the date of Closing, no matter when the same is instituted (*i.e.* prior to or after the date of Closing), whether in tort or contract, and whether the same be filed in court or not. The foregoing indemnification obligation is in addition to any other indemnity obligations under this Agreement and shall survive the Closing or earlier termination of this Agreement. Buyer agrees to defend, indemnify and to hold Seller harmless from any claim, action, demand, judgment, cost and expense (including without limitation, reasonable attorneys' fees) (i) arising or resulting from Buyer's breach of any term, agreement, representation, warranty, or covenant in this Agreement or (ii) related to the Property, to the extent arising or relating to an event occurring after the date of Closing, whether in tort or contract, and whether the same be filed in court or not. The foregoing indemnification obligation is in addition to any other indemnity obligations under this Agreement and shall survive the Closing or earlier termination of this Agreement,

14. CASUALTY LOSS; EMINENT DOMAIN; FORCE MAJEURE.

14.1 Casualty Loss; Eminent Domain. All risk of loss by fire or other casualty in relation to the Property will be on Seller up to and including the date of Closing. If eminent domain proceedings are commenced with respect to any part of the Property prior to the date of Closing, or if Buyer is advised by any authority having eminent domain powers that a condemnation of any part of the Property is contemplated, then Buyer, at its option, may (i) terminate this Agreement, in which event the Earnest Money (along with any interest earned thereon) shall be returned to Buyer and the parties will be relieved of all obligations hereunder (except as otherwise expressly provided herein); or (ii) continue this Agreement in force, in which event any condemnation proceeds received by Seller shall be immediately paid over to Buyer (or escrowed with the Title Company for the account of Buyer, if prior to Closing), which obligation of Seller will survive the Closing.

14.2 Force Majeure. If Buyer's performance under this Agreement (other than payment obligations), ability to conduct any due diligence (including, without limitation, under Section 5, above), or receipt of any permit, authorization, or similar matter is delayed by any reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, disease, pandemic, public emergency, court injunction or any circumstances which are reasonably beyond the control of Buyer (a "Force Majeure Event"), Buyer shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation, including, without limitation, the Inspection Period, shall be extended for a period of time equal to the period Buyer was delayed.

15. CONDITIONS PRECEDENT TO OBLIGATION OF BUYER TO CLOSE. Each of Buyer and Seller acknowledge and agree that (i) the nature of Buyer's intended development of the Property requires the satisfaction of substantial due diligence including, without limitation, receipt of multiple permits, authorizations, and the like

from governmental authorities, the timing of which is not wholly within Buyer's control; (ii) while the time periods in this Agreement are intended to be sufficient, the date of the Closing may need to be postponed as necessary to allow the conditions below to be satisfied, provided Buyer is acting in good faith and with due

diligence in pursuing the same; and (iii) the foregoing is a material consideration for Buyer to consummate the transaction contemplated by this Agreement In addition to any other conditions precedent herein, the obligation of Buyer to close under this Agreement is subject to the following:

15.1 Title. Prior to Closing, Buyer shall have received and approved of a pro forma title policy, indicating the Title Company's agreement to issue, in due course, an ALTA owner's policy of title insurance including extended coverage, in form materially consistent with Buyer's title objection letter and including any endorsements thereto reasonably requested by Buyer (the "Title Policy").

15.2 Performance of Obligations. Seller shall have (i) executed and delivered to Buyer or the Title Company all documents required to be delivered by Seller at Closing, (ii) taken all other action required of Seller at the Closing, and (iii) performed or observed all of the obligations and covenants of and required by Seller pursuant to this Agreement prior to or as of the Closing.

15.3 Permits and Approvals. Buyer shall have received all permits, consents, and approvals from all governmental authorities having jurisdiction which may be necessary or desirable for Buyer's intended development of the Property.

15.4 Removal of Items. Seller shall have removed all personal items (except for those that constitute part of the Property), if any, from the real property constituting a part of the Property. In addition, (i) Buyer shall have no duty, liability or obligation to Seller or any third party with regard to any personal items not so removed by Seller; (ii) Buyer shall be entitled to store or dispose of any such property in any manner permitted by applicable law (and be reimbursed by Seller for expenses related thereto, upon demand, with interest accruing on amounts owed at 12% per annum until paid in full); and (iii) Seller shall defend, indemnify and hold Buyer harmless from and against any claim, liability, damage or expense related thereto, which indemnity will survive the Closing. The foregoing rights and obligations of this Section 15.4 shall survive the Closing.

If any condition precedent is not timely satisfied, Buyer shall have the right, at its option, to (i) terminate this Agreement by written notice to Seller, in which event, the Earnest Money (along with any interest earned thereon) shall be immediately returned to Buyer and both parties shall be relieved of all obligations hereunder (except as otherwise expressly provided herein), or (ii) extend the Closing as necessary to allow such condition(s) to be satisfied, provided Buyer is acting in good faith and with due diligence in pursuing the same.

16. PRORATION OF TAXES; ROLLBACK TAXES.

16.1 In General. All general and ad valorem taxes accruing in or assessed with respect to the Property during the calendar year of the Closing shall be prorated based on such calendar year between Buyer and Seller as of the date of Closing, with Seller to have the last day. If Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation.

16.2 Rollback Taxes; Escrow Agreement. Any and all rollback taxes or other taxes assessed against the Property covering periods prior to Closing (herein, "Additional Taxes"), irrespective of the triggering event, timing of assessment, or whether notice thereof is received prior to or after Closing, shall be the sole obligation of Seller, it being expressly agreed that, in no event, shall Buyer have any responsibility or liability for Additional Taxes, Seller shall timely pay the same and Seller shall indemnify, defend and hold Buyer harmless from any

claims, damages or expenses (including but not limited to attorney's fees) related thereto. If it is determined prior to Closing that the Property is or will be subject to Additional Taxes, the parties shall enter into an escrow agreement on or before Closing, which shall provide for the escrow of sufficient funds by Seller to pay any Additional Taxes. If there are inadequate funds in escrow to satisfy any Additional Taxes, Seller shall pay therein such additional funds as are necessary, within 5 days from the date Seller receives notification of an inadequacy. In the event there is a surplus of funds after Additional Taxes have been paid in full, such surplus is to be refunded to Seller.

16.3 Unpaid Taxes, Assessments, and Charges. Notwithstanding anything in this Agreement to the contrary, the amount of any unpaid taxes, assessments, and other similar charges which Seller is obligated to pay and discharge may, at the option of Buyer (and subject to Seller's consent, which shall not be unreasonably withheld), be paid by Buyer out of the balance of the Purchase Price, if invoices therefor, with any interest and penalties thereon figured to the date of Closing, are furnished to or obtained by the Title Company at the Closing and the Title Company omits the same as an exception to the Title Policy.

It is expressly acknowledged and agreed that the obligations and indemnification contained in this Section 16 shall survive the Closing.

17. NOTICES. All notices or other communication hereunder must be in writing (except where expressly permitted otherwise) and given by personal delivery or sent by (i) registered or certified mail return receipt requested, postage prepaid, (ii) nationally recognized overnight courier service, or (iii) electronic transmission (e-mail or facsimile), addressed as follows (unless written notice of change thereof is provided):

TO SELLER:
City of Big Spring
310 Nolan Street
Big Spring, Texas 79720
tdarden@mybigspring.com
Copy to:
ahagen@mybigspring.com

TO BUYER:
3-D Development, LLC.
P.O. Box 595
LaGrange, Kentucky 40031
502-379-1201
Attn: Patrick Davis
E-mail: Patrick@3dtransparency.com
Copy to: Chris@3dtransparency.com

Notice shall be deemed received on the earlier of (i) actual receipt; (ii) 3 business days after deposit in the U.S. Mail; (iii) the first business day after deposit with an overnight courier; or (iv) if by electronic transmittal, the day of transmission, provided that the transmission is completed no later than 4:00 p.m. CT on a business day. Any notice or communication not received because of a change of address or facsimile number, without notice to the other party thereof, or refusal to accept delivery, will be deemed received, notwithstanding the same, as set forth above.

Seller's initials: _____ Buyer's initials: _____

18. LIKE-KIND SECTION 1031 EXCHANGE. Seller and Buyer shall each have the right to assign, in whole or in part, its rights hereunder to a "qualified intermediary" in connection with a "like-kind exchange", as those terms are used pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and agree to cooperate with the other party to the extent such transaction does not result in additional expense to the cooperating party or delay the Closing, including execution of documents reasonably requested to effectuate such exchange, provided that such documents are in a form reasonably satisfactory to the executing party, and further provided that the form of such requested documents are provided to the executing party no less than five (5) days prior to the Closing. In the event the cooperating party determines that the like-kind exchange transaction will cause it to incur additional expense or delay the Closing, such party agrees to allow the other party, at the latter's option, to (i) reimburse or compensate the cooperating party for any such additional expense and/or delay, or (ii) terminate the like-kind exchange transaction and pay all expenses of either party related thereto. Notwithstanding anything in this Agreement to the contrary, any such assignment pursuant to this Section 20 shall not relieve the assigning party of or be deemed to modify in any way any of the assigning party's obligations, representations, warranties, or covenants in this Agreement.

19. OWNER'S AUTHORIZATION. Seller acknowledges that in connection with Buyer's inspection and feasibility studies regarding Buyer's intended development of the Property, Buyer may be required to submit certain applications, permit requests, or other documents with governmental authorities or agencies having jurisdiction over the Property. Accordingly, Seller shall cooperate with Buyer, at Buyer's sole expense, in connection with any such applications, permit requests, or the like and, within five (5) days following a request from Buyer therefor, Seller shall deliver an original of the Owner's Authorization in the form attached hereto as Exhibit B, duly executed and acknowledged by Seller, authorizing Buyer to submit such applications and documents relating to the Property on Seller's behalf. Notwithstanding the foregoing, if any applicable governmental entity or agency requires a specific form of authorization different from the Owner's Authorization attached hereto as Exhibit B, Seller, upon Buyer's request, shall execute and deliver such specific form to Buyer.

20. MISCELLANEOUS. Time is of the essence in this Agreement. This Agreement embodies the entire understanding with respect to the subject matter hereof, may not be modified except by a written instrument signed by the parties and shall be binding upon and inure to the parties, their respective successors, and assigns. The terms hereof shall not be construed in favor of or against either party but shall be construed as if Buyer and Seller jointly prepared this Agreement. If any provisions of this Agreement is held to be void or unenforceable, such provision will be deemed modified so as to conform as nearly as possible to the void or unenforceable provision while still remaining valid and enforceable, and the remaining terms of this Agreement shall not be affected. This Agreement may be executed by facsimile, electronic or original signature of the parties and in any number of counterparts, each of which (assuming no modification or alteration) will constitute an original and all of which, when taken together, will constitute one and the same instrument. It is the intent of the parties that, to the extent lawful, the laws of the State in which the Property is located govern the validity and interpretation of this Agreement. Except as otherwise provided in this Agreement, the rights of Seller can be assigned, in whole or in part, only upon the prior written consent of Buyer. Buyer may assign this Agreement, in whole or in part, provided that the assignee assumes all obligations of Buyer under this Agreement. If either party commences legal action against the other to enforce its rights hereunder, the prevailing party in such action shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental thereto. If the terms of this Agreement provide for performance

of any act or the expiration of any time on a Saturday, Sunday or federal holiday, the due date or expiration date shall take place on the next date that is not a Saturday, Sunday or federal holiday.

21. LIMITATION OF BUYER'S WARRANTIES AND REPRESENTATIONS. Seller makes no warranties or representations regarding the condition of the Property except as contained in this Agreement.

22. BUYER INDEMNITY OF SELLER. Buyer shall indemnify and hold Seller harmless from all liability, claims, losses, damages, costs, and expenses, including attorney's fees, arising out of or resulting from the performance of any inspection or survey it or its agents perform on the Property.

23. INSPECTION REPORTS. Should closing of this transaction not occur for any reason, Buyer shall provide Seller with all relevant written inspection reports.

24. EXHIBITS AND DOCUMENTS. Exhibits A, B, C, and D, and any other document referenced in this Agreement or in its Exhibits is hereby attached and incorporated into this Agreement.

25. GOVERNMENTAL IMMUNITY.

25.1 Seller's execution of this Agreement represents a proprietary function of Seller (the City of Big Spring, Texas) for which Tex. Loc. Gov't Code Chapter 101 does not apply. This Agreement is a contract as defined by Tex. Loc. Gov't Code Section 271.151(2)(A) for which the Texas Legislature has expressly waived immunity from suit pursuant to Tex. Loc. Gov't Code Section 271.152 for the purpose of adjudicating a claim for breach of the contract, including specific performance, that arises out of this Agreement. Buyer's damages, if any, shall be limited in accordance with Tex. Loc. Gov't Code Section 271.153. Notwithstanding the foregoing, nothing herein prohibits the Buyer from seeking a declaratory judgment concerning the construction or validity of this Agreement pursuant to Tex. Civ. Prac. & Rem. Code Section 37.004.

25.2 Notwithstanding the limited waiver of governmental immunity stated in Section 25.1 above, the Seller (the City of Big Spring, Texas) expressly retains all other rights to and privileges of governmental immunity from suit, damages and limitations of liability and damages available to Seller in accordance with Texas law.

25.3 Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Big Spring which would otherwise be barred under the doctrine of governmental immunity or operation of law.

26. 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 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.

27. ANNEXATION OF PROPERTY. Seller discloses to Buyer that the entire Property will be annexed to the City of Big Spring prior to closing. Buyer agrees to this condition.

28. ANNEXATION OF ADJACENT PROPERTY. Buyer promises as a condition precedent before closing that it or its agent or successor in interest will petition the City of Big Spring to voluntarily annex and come into an annexation agreement approved by the City regarding the following parcel of land to the incorporated city limits

of the City of Big Spring. Property ID: R000049619; Legal Description: Acres 4.960, SC 26 BK 33 1N MARTIN SIGN COMPANY 024 BLK/TRACT BK 33 1N 4.96 ACRES ACQ 03212014, Howard County, Texas.

29. **RIGHT OF RE-ENTRY.** Notwithstanding any other provision in this Agreement, Buyer and Seller covenant that it is expressly understood and agreed that if the Property is not in operation under a certificate of occupancy as a major retail center/travel center by June 30, 2025, Seller shall have the right to reenter and assume ownership of the Property, it being the intent of Seller to convey the right, title, and interest described on a condition subsequent, save that in exercising this right, Seller must repay the purchase price to Buyer, and Seller's right to reenter shall terminate on September 5, 2025 at 11:59 PM Central Daylight Time. In the event that the condition subsequent occurs, the parties agree that each will negotiate with the other in good faith to resolve the issue.

30. **NON-BOYCOTT.** Pursuant to Chapter 2271, Texas Government Code, the Seller may not enter into a contract for goods or services unless the contract contains a written verification the contracting party; (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. By executing this Agreement, the Buyer verifies it does not boycott Israel and will not boycott Israel during the term of this Agreement.

31. **FOREIGN TERRORIST LIST.** Pursuant to Section 2252.152, Texas Government Code, the Buyer warrants, represents, and agrees the Buyer is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

[*Signature Page to Follow*]

Seller's initials: _____ Buyer's initials: _____

EXECUTED BY THE PARTIES, to be effective as of the Effective Date.

SELLER:

By: _____

Name: Todd Darden

Title: City Manager, City of Big Spring, Texas

Date of Execution:_____, 2023

BUYER: **3-D Development LLC**.
A Kentucky Corporation

By:_____

Name: Patrick Davis

Title: President/Member

Date of Execution:_____, 2023

Seller's initials: _____ Buyer's initials: _____

EXHIBIT A

A General Depiction of Property



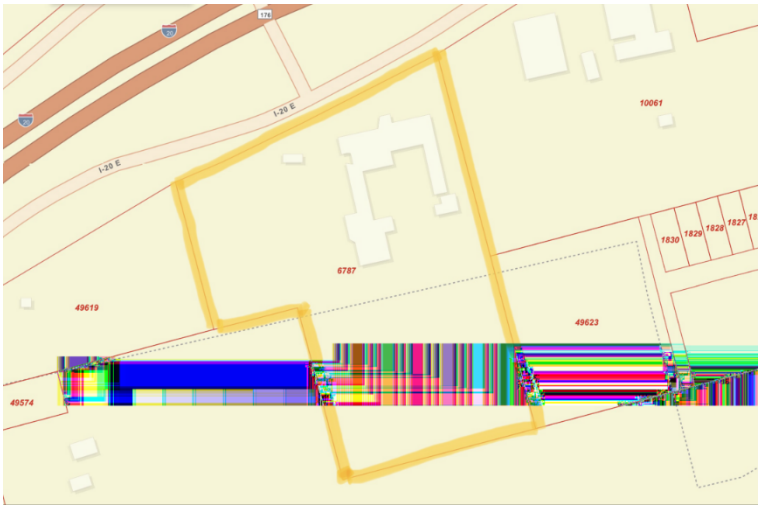


EXHIBIT B
Owner's Authorization

The undersigned, on behalf of [_____] (the "Owner"), does hereby certify that Owner is the owner of record of that certain real property further described on Exhibit A attached hereto, as evidenced in the deed attached hereto as Exhibit B or other such proof of ownership as may be required. Owner hereby authorizes and appoints [_____] of 3-D Development, LLC., a Kentucky corporation, to act on behalf of Owner solely with respect to applying to the Agencies listed below, as may be necessary, for applications related to development permits or other actions pursuant to:

___	Rezoning/Modification	___	Stormwater Management Permit
___	Zoning Exception	___	Access Management
___	Appeals, if necessary	___	Water and Sewer Approvals
___	Concurrency	___	Wetland Permits
___	Construction Permits	___	Other permits, as may be required

The authorization granted herein shall last for a period of [_____] following the date of acknowledgement below, after which such authorization shall terminate without any further action by either party.

[_____],
a(n) [_____]

By:_____
Name:_____
Title:_____

STATE OF [_____]

COUNTY OF [_____]

Sworn to and subscribed before me this [___] day of [_____], 2023 by

[_____] as [_____] of [_____].

_____
Notary Public
Commission Number _____
My commission expires:_____

AGENCIES:
[_____]

[EXHIBITS TO BE ATTACHED; FORM OF ACKNOWLEDGMENT TO BE CONFORMED TO LOCAL LAW REQUIREMENTS]

EXHIBIT C

The City of Big Spring, Texas (Seller), agrees to be responsible for the demolition of all structures currently on the "Property" and for the removal of all materials related to said demolition. In addition, any and all environmental contamination found on the "Property", including asbestos and asbestos containing materials, as well as any and all hazardous waste/hazardous substances will be remediated by the Seller. After all remediation has been completed, a copy of an NFA letter issued by the appropriate agency of the State of Texas will be provided to the Buyer.

By: _____

Name: Andrew Hagen

Title: City Attorney: Big Spring, Texas

Date of Execution: _____, 2023

EXHIBIT D

Seller discloses to Buyer that at the time of this agreement, the Property has on it one or more building structures where the presence of asbestos has been detected. Seller and Seller's agents are engaged in the process of abatement of asbestos and removal of the structure(s). At the time of closing, any building structure(s) will have been removed. In addition:

1. Asbestos Representation and Warranty

(a) Seller represents and warrants that except as disclosed on "Pre-Abatement Asbestos Schedule," that there is not now nor has there ever been present at, in, or under the facility, any asbestos-containing materials.

2. Walk Away Provision

Seller covenants that, pending the closing, it will allow Purchaser and its agent's reasonable access to the premises for the purposes of ascertaining site conditions and for inspecting the premises; such inspection shall include, but not be limited to, taking samples of any suspect ACM. If, prior to the closing, Purchaser determines that the presence of ACM shall cause it to incur, immediately or at a future date, unreasonable additional costs, Purchaser, at its sole discretion, shall have the right to terminate this Agreement.

3. Purchase Price Reduction

(a) Seller covenants that, prior to the closing, it will allow Purchaser and its agents, including, but not limited to, Purchaser's environmental consultant, reasonable access to the premises for the purposes of ascertaining site conditions and for inspecting the premises; such inspection shall include, but not be limited to, taking samples of any suspected ACM.

(b) If, prior to closing, Purchaser's environmental consultant determines that ACM is present and that some or all of the ACM should be removed, Purchaser's environmental consultant shall, prior to the closing, prepare a reasonable cost estimate for undertaking the removal.

(c) Seller agrees that there will be a reduction in cash purchase price equal to the estimated cost of undertaking the recommended removal of the ACM as prepared by Purchaser's environmental consultant.

Exhibit E

Environmental Matters

1. Access Rights and Conditions. Subject to the terms and conditions hereinafter set forth, Seller grants to Buyer, its employees, agents and contractors ("Designated Representatives") a license for reasonable access to the Property, to conduct such additional observations and sampling by Buyer's independent consultant of environmental media at the Property, as Buyer deems appropriate, in accordance with the following terms and conditions:

    a. Buyer shall notify Seller at least three (3) business days in advance of any required access to the Property.

    b. The Prospective Buyer shall consult with designated representatives of Seller prior to undertaking any testing or sampling which involves boring, drilling, or similar intrusive penetration of the soil or structures on the Property.

    c. Buyer agrees to split any samples that are taken of environmental media at the Property, and Buyer agrees to identify the parameters and test methods which will be utilized in analyzing such sampling.

    d. Buyer shall assume full responsibility for proper characterization, manifesting, storage and disposal of any materials or wastes generated as a result of sampling by Buyer.

    e. Buyer agrees, and will require its agents, consultants, employees and contractors to agree to comply with all applicable laws, regulations, rules and permits pertaining to the Property, including, but not limited to, the Occupational Health and Safety Act and all applicable environmental laws, health and safety laws and regulations. Seller shall be a third party beneficiary of such agreements by Buyer's agents, consultants, employees and contractors.

    f. Upon completion of its investigations, Buyer shall promptly restore the property to substantially the condition. It was in prior to engaging in the investigations, including the repair or replacement of any and all damage to the property.

    g. Buyer agrees to indemnify and hold, harmless Seller from and against any and all claims, suits, actions, damages, costs, liabilities, obligations, fines, or penalties (collectively "claims") resulting from or arising out of injury, or death of any person, damage, or lost to any property, any non-compliance with some subsection (e) above, or any damage to the environment, resulting from or arising out of the performance of the investigations by buyer or buyers, consultants, contractors, or agents, except to the extent that such losses, damages, liabilities, or expenses result from the negligence or wilful misconduct of Seller, or Seller's employees, agents or contractors. Seller and Buyer recognize and agree that Buyer has neither created, nor contributed to the existence of any regulated substances, or other environmental conditions on the property existing as of the date of this event, and that by virtue of the investigations conducted under the section, Buyer is not an owner or operator of the property, or the generator, transporter, storer, treater, or disposer of any regulated substances found or identified at the property, and Buyer is not undertaking or arranging for the handling, removal, treatment, storage, transportation or disposal of regulated. Substances found rectified at the property, except in either case, with respect to the specific materials generated as the result of the buyers sampling investigation work.

2. Presumption Provisions. The parties agree that the following presumptions will be used in determination of whether an environmental condition is a pre-closing environmental condition, which is Seller's environmental responsibility, or a post-closing environmental condition, which is Buyer's environmental responsibility:

   a. If the environmental condition was or is identified in an environmental audit, assessment or sampling of environmental media conducted prior to or within six months after the closing date, collectively ("baseline environmental studies,") such environmental conditions shall be presumed to be a pre-closing environmental condition.

   b. If the environmental condition is discovered six months after the closing and the environmental condition involves contamination that could have been detected using the analytic methods and parameters utilized by Seller and Seller's agents in its environmental studies and work at the property, such shall be a post-closing environmental condition.

   c. If the environmental condition involves a regulated substance that was used, generated, or stored by Buyer, or is a decomposition product of a substance used, generated or store by Buyer and such regulated substance was not used, generated or stored by Seller, or Seller's predecessors, such environmental condition shall be presumed to be a post-closing environmental condition.

   d. Where any provision of this section provides for a presumption to be used in determining responsibility for an environmental condition, such presumption shall be a rebuttable presumption. Such presumption shall place the burden of going forward, and the burden of persuasion upon the party against whom the presumption applies. The presumption may be overcome by a preponderance of the evidence to the contrary.

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF HOWARD §

THIS AGREEMENT (“Agreement") by and between the CITY OF BIG SPRING, TEXAS, a Texas municipal corporation (the "City") and 3-D DEVELOPMENT, LLC a Kentucky limited liability company, its successors or assigns ("Developer"), (City and Developer collectively referred to as the "Parties" and sometimes individually as a "Party"), is entered into upon the "Effective Date," as more clearly defined herein.

WHEREAS, City owns approximately 11 acres of real property in the City, generally described as LT 1 BK 1 MID TEX SUBDIVISION, an Addition to the City of Big Spring, Howard County, Texas, filed in Envelope #132-B; the same being an approximate 11.06-acre tract out of SW/4 of Section 26, Block 33, T-1-N, T&P Ry. Co. Survey, Howard County, Texas also known as 1801 I-20 E, Big Spring, Texas 79720, as further described in the attached **Exhibit “A”** (the “Property”); and

WHEREAS, Developer intends to develop the Property primarily as a major commercial/retail project consisting initially of an approximately 14,000 square foot commercial structure used for a business creating jobs and occupying all of the tract (the “Project,” as more fully defined below and shown in the Project Site Plan attached as **Exhibit “B”**) that will require significant investment; and

WHEREAS, the Property currently encompasses a structure that once served as a hotel and was converted to serve as a correctional facility and upon which the City has begun the process to abate asbestos containing material from the site and demolish the structure in its entirety; and,

WHEREAS, the Property is currently assessed by the Howard County Appraisal District for tax year 2022 at $1,748,221, but has appraised at a value much lower, and currently generates no annual ad valorem property taxes for the City, and currently generates no sales tax for the City; and

WHEREAS, the Developer expect a total investment of over $12 million for the development of the Project; and

WHEREAS, the Project, upon completion, may potentially generate approximately $4 million in annual gross sales excluding fuel sales, and the Property may potentially have an assessed value of approximately $4 million; and

WHEREAS, in accordance with Article III, Section 52-a of the Texas Constitution, and Section 380.001 of the Texas Local Government Code ("Section 380"), the City may establish and provide for the administration of a program for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the City; provided the program created or loan or grant made is not secured by a pledge of ad valorem taxes or financed by the issuance of any bonds or other obligations payable from ad valorem taxes of the City; and

WHEREAS, the City imposes an ad valorem tax of $0.673163 per $100 of assessed property value (the "Ad Valorem Tax") for the tax year 2022, as authorized by Section 6.01 of the Texas Tax Code; and

WHEREAS, the City and Developer agree that the provisions of this Agreement substantially advance a legitimate interest of the City by providing public infrastructure, expanding the tax base of the City, increasing employment, and promoting economic development.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the Parties hereby agree as follows:

ARTICLE I
RECITALS & PROJECT

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

2. Project. The Developer intend to develop the Property for a commercial/retail development, consisting of approximately 11.06 acres or greater commercial/retail building area, and a major retail center/travel center as described above, all as further shown in **Exhibit "B"**. The Project is further defined in Article III.

ARTICLE II
AUTHORITY AND TERM

1. Authority. The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and constitutes a valid and binding obligation of the City. The City acknowledges that the Developer is acting in reliance upon the City's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the establishment of the Project.

2. Consideration. City's obligations under this Agreement are due and only due to Developer upon all of the following conditions being met by Developer: (1) Developer acquires fee ownership with no joint tenants in the property described in **Exhibit A**; (2) Developer continues to hold fee ownership with no joint tenants of the property described in **Exhibit A**; (3)

Developer consents to and petitions for voluntary annexation of the parcel specified in Article V, Section 4 of this Agreement.

3. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date (the "Term"), unless terminated sooner in accordance with Article IX. The "Expiration Date" shall mean the earlier of:

A. The City's fulfillment of all obligations and conditions herein and the reimbursement pursuant to the Ad Valorem Tax Reimbursement Grant and Public Infrastructure Grant of the Maximum Grant Amount to Developer; or

B. Ten (10) years from the last day of the First Full Grant Period.

ARTICLE III
DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage. The gender of the wording throughout this Agreement shall always be interpreted to mean either sex, and where the context requires, the plural of any word shall include the singular.

"Ad Valorem Tax Reimbursement Grant" shall mean the City's payment to a Developer reimbursing that Developer for the percentage of the City Ad Valorem Taxes on real property and personal property paid for a particular portion of the Property attributed to the Project above the Base Year value for that same particular portion of the Property as reflected in the Article IV Performance Table.

"Project" or "Facility" shall mean an approximately 14,000 square foot facility located on an approximately 11.06-acre tract of land within the Property, as further shown in the Project Site Plan attached as **Exhibit "B."**

"Bankruptcy" or "Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any party of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Base Year Value" shall mean the value of the Property as of January 1, 2023.

"City Ad Valorem Tax" means the City's ad valorem tax rate, which is $0.673163 per $100 of assessed property value in the City of Big Spring as of the Effective Date. For purposes

of this Agreement, the City Ad Valorem Tax rate shall automatically be updated to reflect any changes to the City's ad valorem tax rate.

"Consummated" shall have the same meaning assigned by Texas Tax Code, Section 321.203, or its successor.

"Days" shall mean calendar days, whether capitalized or not, unless stated otherwise.

"Developer" shall mean 3-D Development, LLC, a Kentucky limited liability company, and/or its successors and assigns.

"Effective Date" shall mean the date in which the Agreement is effective, which is the later of the date the Agreement is executed by and on behalf of the City, and the date the conditions of Article II, Section 2 are met.

"Estimated Total Improvement Cost" means the estimated cost to fully develop the Property, approximately $12 million.

"First Full Grant Period" shall mean the period beginning on January 1 and ending on December 31 for the year following the year in which the Project receives a certificate of occupancy and begins operation.

"Force Majeure: shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government, or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions, floods, strikes, slowdowns, or work stoppages. It shall not include reasonably foreseeable interruptions in the material supply chain.

"Grant(s)" shall collectively mean the Ad Valorem Tax Reimbursement Grants to be paid to a Developer as set forth herein; subject, however, at all times, to the Maximum Grant Amount (as defined below).

"Grant Period" shall mean each successive one (1) calendar year period, starting with the First Grant Period.

"Payment Request" shall mean a written request from Developer(s) to the City for payment of the applicable Grant for the applicable Grant Period.

"Project" shall mean the development of the Property and associated Public Improvements within the Property or adjacent to the Property. The Project shall consist of the Project, as well as other ancillary facilities, including, but not limited to, areas developed for roads, parking, drainage, landscaping, and open space. The Project shall comply generally in shape and form with the Project Site Plan, attached hereto as **Exhibit "B"**, except that the number, size, and layout of the structures within the Developer Project may deviate from the Project Site Plan.

"Property" shall mean the real property described in **Exhibit "A"**, upon which the Project, authorized by this Agreement, shall be constructed.

"State of Texas" shall mean the Office of the Texas Comptroller, or its successor.

"Tax Year" shall mean January 1st of any given calendar year through December 31st of the same calendar year.

ARTICLE IV
ECONOMIC DEVELOPMENT INCENTIVES

The bringing of a retail establishment to Big Spring, Texas, the increased tax revenue, and other benefits potentially created by the Project, are intended to provide a catalyst to the economy of the City in numerous ways. In exchange for the benefit conferred upon the City, City agrees to provide Developer with the economic development incentives, which under no circumstance shall exceed the Maximum Grant Amount, as outlined below.

1. Ad Valorem Tax Equivalent Grant. An annual Ad Valorem Tax Equivalent Grant consisting of an amount equal to a percentage of the increase in City Ad Valorem Taxes paid attributable to the Project as follows:

A) Project: City shall provide an annual Ad Valorem Tax Equivalent Grant as described above to Developer for the increase in City Ad Valorem Taxes paid attributable to the Project, in the annual percentages illustrated in the Performance Table below.

2. Real Property Improvement Grant. City shall provide a grant in the form of making ready the Property for purchase and development by Developer. City will abate all asbestos and demolish all existing structures on the property prior to selling the Property to Developer for the Project. Such grant has an estimated value of approximately $500,000. This grant shall not be directly to the Developer, but will be realized by Developer through purchasing the real property. This Real Property Improvement Grant is not counted toward the Maximum Grant Amount.

The Annual Grant payments shall be paid within sixty (60) days after receipt of a copy of the Annual Report reflecting that the applicable performance period objectives have been met as shown in the following Performance Table:

3. Maximum Grant Amount. The Maximum Grant Amount is the City ad valorem tax paid by Developer for the Property (for the parcels in **Exhibit A** and **Exhibit C**), minus the amount of City ad valorem tax the City was receiving (for the parcels in **Exhibit A** and **Exhibit C**) prior to the date of execution of this agreement, multiplied by the percentage amount in the Performance Table below.

Performance Table

Performance Period Jan 1 - Dec 31	Proposed incremental Ad Valorem Tax Rebate % not to exceed total max
Yr. 0 - 2022	
Yr. 1 – 2023	100%
Yr. 2 – 2024	100%
Yr. 3 – 2025	80%
Yr. 4 - 2026	80%
Yr. 5 – 2027	60%
Yr. 6 -- 2028	60%
Yr. 7 -- 2029	40%
Yr. 8 -- 2030	40%
Yr. 9 -- 2031	20%
Yr.10 --2032	20%

ARTICLE V
CONDITIONS TO ECONOMIC DEVELOPMENT GRANTS

The obligation of the City to pay any Grants shall be conditioned upon Developer's continued compliance with and satisfaction of, in all material respects, each of the applicable conditions set forth in this Agreement.

1. **Local Vendors**. Developer agrees to make good faith efforts to give preference and priority to suppliers of goods and services within the city of Big Spring except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency in the normal course of business.

2. **Development**. On or before January 1, 2025, Developer shall make improvements and conduct operations that increase the assessed ad valorem value of the Property.

3. Reserved.

4. **Annexation and Plat.** Developer owns or will own a 4.96 acre tract of land adjacent to the Property that will be a part of the Project. Developer shall petition the City to voluntarily annex this certain parcel of land, described in the attached Exhibit C, within thirty days of the execution of this Agreement, and shall plat the

parcel into a parcel with the Property upon annexation, and the completion of the transfer of the Property from City to Developer. The assessed value of this parcel by the Howard County Appraisal District is $5,839 for tax year 2022.

5. Required Reporting

Annual Reports. Beginning for calendar year 2024, Developer shall deliver to City the following reports by March 31, 2024, and on March 31 of each subsequent year of the Agreement:

(a) Annual reports stating:

The amount of property taxes paid with regard to the Facility for the most currently available calendar year, including the amount of such taxes that constitute the Real Property Taxes and Personal Property Taxes.

(b) With the Annual report, Developer shall provide an annual certification of full compliance with all requirements of this Agreement, including certification that all reports required by this Agreement have been submitted for the year certified.

Additional Reports, Information and Privacy.

(a) Upon written request by City, Developer shall within a reasonable time provide additional information reasonably necessary to determine if Developer is in compliance with this Agreement. All information required by this Agreement shall be submitted to the City Manager at the address specified for giving notice in this Agreement.

5. The payment of all indebtedness and obligations incurred by Developer in connection with the development and construction of the Facility and the operation of the Facility shall be solely the obligations of Developer. City shall not be obligated to pay any indebtedness or obligations of Developer.

6. Developer is obligated to make timely payment of ad valorem taxes for the parcels specified in **Exhibit A** and **Exhibit C** during the Term of this Agreement.

ARTICLE VI
COVENANTS AND DUTIES

1. Developer's Covenants and Duties. Developer makes the following covenants and warranties to the City and agrees to timely and fully perform such obligations and duties of this Agreement. Any false or substantially misleading statements by Developer contained herein or failure by Developer to timely and fully perform those obligations and duties of Developer within this Agreement shall be an act of Default by the Developer after notice and opportunity to

cure as provided in this Agreement. Developer is responsible for complying with the conditions provided herein.

(a) Developer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Term of this Agreement.

(b) The execution of this Agreement has been duly authorized by Developer's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in material contravention of any law, rule, regulation, or of the provisions of Developer's by-laws, or of any agreement or instrument to which Developer is a party to or by which it may be bound.

(c) Developer is not a party to any Bankruptcy proceedings currently pending or contemplated, and as of the date of Developer's execution of this Agreement Developer has not been informed of any potential involuntary Bankruptcy proceedings.

(d) To its current, actual knowledge, Developer has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

(e) Developer shall timely and fully comply with all of the terms and conditions of this Agreement in all material respects.

(f) Developer agrees to obtain or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the construction of such Public Improvements to the Property.

(g) Developer shall be responsible for paying, or causing to be paid, to City and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the portions of the Project for which Developer is responsible. Developer may develop in accordance with the ordinances, rules, and regulations of the City in effect as of the Effective Date, unless specified otherwise in this Agreement.

(h) The cost of improvement expenses associated with the Project shall be funded through the use of the Developer' own capital or through credit secured solely by that Developer. Developer may use any or part of the Property for which it has an ownership interest as collateral for the construction loan or loans as required for the financing of the Project; however, no property with a lien still attached may be offered to the City for dedication. In the event property is dedicated to the City with a lien attached, and the Developer does not cure such

lien within the period prescribed in Section 3 of this Article, Developer shall be in breach of this Agreement.

(i) In accordance with Texas Government Code Chapter 2264.051, Developer certifies that it, and all branches, divisions or departments of the Developer do not and will not knowingly employ an undocumented worker, as that term is defined by Texas Government Code Chapter 2264.

(j) Developer shall pay, or cause to be paid, monthly rates and charges for all utilities (such as water, electricity, and sewer services) used by Developer in regard to the Project or the Property.

2. City's Covenants and Duties.

(a) Grant Payments. Notwithstanding any provision herein to the contrary, the City shall not be obligated to pay any amount that exceeds the Maximum Grant Amount. Grant payments shall be made from sources contemplated by this Agreement over a period not to exceed the Expiration Date, subject to timely and full satisfaction of all applicable duties and terms within this Agreement. Further, City's obligations to pay Developer shall cease upon the earlier of: (1) payment in full of the Maximum Grant Amount; (2) reaching the Agreement's Expiration Date; or (3) Default by Developer.

3. Substantial Compliance and Default. Failure by either Party to timely and substantially comply with any performance requirement, duty, or covenant shall be considered an act of "Default" by the failing Party if uncured within sixty (60) days of receiving written notice from the other Party, subject to Force Majeure. Developer may request relief from performance of any terms of this Agreement if Developer is prevented from compliance due to Force Majeure. To obtain relief based on Force Majeure, Developer(s) shall submit a written request for consent to the City, such consent not to be unreasonably withheld, delayed, or conditioned. Failure of Developer to timely and substantially cure a Default will give the City the right to terminate this Agreement as reasonably determined by the City Council of the City of Big Spring, Texas.

(a) Construction. All Improvements constructed on or installed, including personal property, within the Facility required by this Agreement shall be completed by December 31, 2024, and failure to comply with this section shall cause the automatic termination of this Agreement without the need for any further action by City; and, City shall have no obligation to make any Grant Payments to Developer. Enforcement of this section is subject to Force Majeure. In the event of unforeseeable third-party delays, which are not Force Majeure, and upon a reasonable showing by Developer that it has in good faith commenced and is diligently pursuing the correction, removal, or abatement of such delays by using commercially reasonable efforts, the City of Big Spring City Council may consent to and excuse any such delays.

(b) Reports and Information. Developer's failure to timely and substantially comply with the reporting requirements of this Agreement shall be a default; and, City shall be under no obligation to make any Grant Payment until compliance with such reporting requirements.

(c) Recapture. In the event of Default by the Developer, the City shall as its sole and exclusive remedy for Default hereunder, after providing Company notice and an opportunity to cure, have the right to discontinue all future Grant payments and recapture all amounts previously paid under this Agreement (as applicable, the "Recaptured Amount").

(d) The Recaptured Amount shall be paid by the Developer within one hundred twenty (120) days after the date Developer is notified by the City of such Default (the "Payment Date") provided said Default was not cured. In the event the Recaptured Amount is not repaid by the applicable Payment Date, the unpaid portion thereof shall accrue interest at the rate of two percent (2.00%) per annum from the Effective Date until paid in full.

ARTICLE VII
TERMINATION

1. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

(a) The written agreement of the Parties;

(b) The Agreement's Expiration Date;

(c) Default by Developer and termination by the City in accordance with Section 3 of Article VI hereof. In the event of a Default by one Developer, the Agreement shall terminate for the defaulting Developer if the City exercises its termination right in accordance with Section 3 of Article VI hereof, however, the Agreement shall remain in full force and effect between the non-defaulting Developer and the City.

2. Extension Beyond Term and Reimbursement. In recognition of the fact that Grants are, by necessity, calculated and paid after taxes have been levied and paid to the City and, therefore, will always be paid in arrears, the Expiration Date of this Agreement will be extended until any and all Grants collected during the preceding year have been distributed by the City to Developer. The Parties hereto agree that the City cannot guarantee that Grant funds shall completely reimburse the Developer for the full value of the improvements.

ARTICLE VIII
DISPUTE RESOLUTION

1. Mediation. If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties in dispute shall first in good faith seek to resolve the dispute through

negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties in dispute agree to try in good faith to settle the dispute by mediation under the Mediation Rules of the American Arbitration Association before resorting to litigation, or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party in dispute with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. The Parties in dispute shall notify the Party not in dispute of any scheduled mediation at least fourteen (14) days prior to the mediation. Notwithstanding the foregoing, any Party may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such Party is entitled to equitable relief by law, the terms of the Agreement, or otherwise. All costs of negotiation, mediation, and arbitration collectively known as alternate dispute resolution ("ADR") shall be assessed equally between the City and the Party in dispute with each party bearing their own costs for attorneys' fees, experts, and other costs of ADR and any ensuing litigation. Any Party not directly in dispute shall receive notice at least thirty days prior of any scheduled meditations and/or arbitrations.

2. During the Term of this Agreement, if Developer files and/or pursues an adversarial proceeding against the City regarding this Agreement then, at the City's option, all access to the Grants to that Developer provided for hereunder may be deposited with a mutually acceptable escrow agent that will deposit such funds in an interest-bearing account until the resolution of such adversarial proceeding.

ARTICLE IX
MISCELLANEOUS

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the City, Developer, and their respective successors and assigns. The City Manager shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the City Council of the City of Big Spring, Texas, on behalf of the City related thereto.

2. Mutual Assistance**.** City and Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

3. Representations and Warranties. City represents and warrants to Developer that this Agreement is within City's authority, and that City is duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Developer represents and warrants to the City that Developer has the requisite authority to enter into this Agreement.

4. Assignment. Except as stated within this Section 4, Developer shall have the right to assign all of their rights, duties, and obligations under this Agreement for all or some of the Property to a duly qualified third party with prior written notice to the City. An assignee shall assume all of the obligations and responsibilities, as well as receive the benefits, of the Developer assigning its portion of the Agreement with respect to the portion of the Property to

which the assignment relates. An assigning Developer shall be relieved of all obligations and responsibilities relating to its respective portion of the Agreement with respect to which the assignment is made, provided the assigning Developer delivers to the City an agreement between itself and the assignee documenting the assignment and assignee's agreement to perform such responsibilities and obligations. In addition, a Developer may assign its rights to receive payment under this Agreement to a lender, and upon receipt of such assignment in writing by the City, and the City's further receipt of a written notice from such lender to pay such lender directly, the City will deliver amounts owing to such Developer hereunder to such lender (payable to such lender) until such time such lender authorizes otherwise in writing, and City shall be entitled to rely on any such assignment, notice and/or authorization without investigation. Assignments beyond the scope specified above are conditioned on the pre-approval by the City Council of Big Spring.

5. Independent Contractors.

(a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Developer at no time will be acting as agents of the City and that all consultants or contractors engaged by Developer respectively will be independent contractors of the Developer; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that City will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by each Developer respectively under this Agreement, unless any such claims are due to the fault of the City.

(b) By entering into this Agreement, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the City with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

(c) No employee of City, or any councilmember or agent of City, shall be personally responsible for any liability arising under or growing out of this Agreement.

6. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery at the time of such delivery, facsimile with receipt confirmation at the time of transmission of such facsimile, or by depositing the same in the United States Mail, postage prepaid and certified with return receipt requested, at the time of such deposit, addressed to the Party at the address set forth below:

7.

If intended for City:

City of Big Spring
Attention: City Manager
310 Nolan Street
Big Spring, TX 79720

With a copy to:
City of Big Spring
Attention: City Attorney
310 Nolan Street
Big Spring, TX 79720
ahagen@mybigspring.com

If to Developer:

Attention: _____
Address
Address

With a copy to:
Legal Counsel.
Attention: _____
Address
Address

Any Party may designate a different address at any time upon written notice to the other Party.

8. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.

9. Governing Law. This Agreement, and all claims or causes of action (whether in contract, implied contract, tort, equity or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Texas, including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

10. Choice of Forum and Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or based upon/relating to this Agreement or the transactions contemplated hereby or shall be exclusively filed and adjudicated in state courts sitting in Howard County, Texas. Service of process, summons, notice, or other document by certified mail shall be effective service of process for any suit, action, or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

11. Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the City Council of the City of Big Spring, Texas.

12. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

13. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

14. Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

15. Payment of Legal Fees. Developer commits to reimburse the City for the necessary legal fees and third-party consultant fees incurred by the City in the preparation of this Agreement and any amendment to this Agreement requested by Developer. Timely payment shall be made within 60 days of submittal of invoice to Developer by the City. Each Party shall bear its own attorney's fees in connection with any dispute resolution necessary under this Agreement.

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the City Council of the City of Big Spring, Texas.

17. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

18. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

19. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.

20. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

21. Employment of Undocumented Workers. During the Term of this Agreement, each Developer agrees to not knowingly employ any undocumented workers, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), that Developer shall be in Default and repay the amount of the Grants and any other funds received by that Developer from the City as of the date of such violation within one hundred twenty (120) days after the date the defaulting Developer is notified by the City of such violation, plus interest at the rate of six percent (6.00%) compounded annually from the date of the violation until paid in full. A Developer is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Developer or by a person with whom the Developer contracts, or the other Developer, provided however that identical federal law requirements provided for herein shall be included as part of any agreement or contract which each Developer enters into with any subsidiary, assignee, affiliate, or franchisee for which Grants provided herein will be used.

22. Indemnification**. DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, AND ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY THE "CITY") HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, ADJUSTMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE CITY HAS BEEN ERRONEOUSLY OR OVER-PAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY SUCH DEVELOPER UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE CITY. EACH DEVELOPER IS RESPONSIBLE FOR ITS OWN ACTS OR OMISSIONS UNDER THIS SECTION; THE PROVISIONS OF THIS SECTION SHALL NOT BE INTERPRETED TO CAUSE ONE DEVELOPER TO INDEMNIFY THE CITY FOR THE OTHER DEVELOPER'S ACTIONS. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT BEING THE INTENTION OF THE PARTIES THAT EACH DEVELOPER SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY ANNUAL GRANTS PAID TO SUCH DEVELOPER HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE CITY.**

23. Additional Instruments**.** City and Developer agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

24. Estoppel Certificate. Any party hereto may request an estoppel certificate related to the Project (hereafter referred to as "Certificate") from another party hereto so long as the Certificate is requested in connection with a bona fide business purpose. The Certificate may

include, but is not limited to, statements that this Agreement is in full force and effect without default, information on Grants that have been issued and Grants that have been requested, and such other matters reasonably requested by the Party requesting the Certificate.

The remainder of this page intentionally remains blank and signature pages to follow:

Executed on this _____ day of _____ 2022.

CITY OF BIG SPRING, TEXAS

By: _____
Todd Darden, City Manager

ATTEST:

By: _____
Tami Davis City Secretary

APPROVED AS TO FORM:

By: _____
Andrew W. Hagen, City Attorney

Executed on this _____ day of _____, 2022

DEVELOPER
a Texas limited liability _____

By: _____
Name: _____
Title: _____

EXHIBITS

Exhibit “A” Property Description

Exhibit “B” Project Site Plan

Exhibit “C” Property to be Annexed

EXHIBIT "A"

Property Description

Property ID R000006787; Legal Description: LT 1 BK 1 MID TEX SUBDIVISION, an Addition to the City of Big Spring, Howard County, Texas, filed in Envelope #132-B; the same being an approximate 11.06-acre tract out of SW/4 of Section 26, Block 33, T-1-N, T&P Ry. Co. Survey, Howard County, Texas also known as 1801 I-20 E, Big Spring, Texas 79720.

EXHIBIT "B"

Site Plan attached.

Staff Report

To: The Honorable Mayor and City Council
From: The City Manager
Date: February 23, 2023
Subject: ADJOURN

RECOMMENDATION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:
None

REPORT PREPARED BY:
Name1, Title
E-mail address
Phone #

APPROVED BY:
Department Head (optional)
Todd Darden, City Manager