



CITY COUNCIL REGULAR AGENDA

Tuesday, March 28, 2023

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, March 28, 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 |
| 2. Invocation | Moore |
| 3. Pledge of Allegiance to the United States Flag and to the Texas State Flag | Moore |

Public Comment

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

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

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

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|-----|--|---------|----------------|
| 5. | Presentation and Acceptance of the Big Spring Economic Development Corporation's Financial Statement for Year Ended September 30, 2022 by Bolinger, Segar, Gilbert & Moss | Handout | David Copeland |
| 6. | Presentation and Acceptance of the Comprehensive Annual Financial Report for Year Ended September 30, 2022 by Bolinger, Segar, Gilbert & Moss | Handout | David Copeland |
| 7. | PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1513 EAST 17TH STREET, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS: E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES- OWNER: CHRISTINE WOODS BAKER | 10-78 | Hagen |
| 8. | PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1806 SETTLES, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS: S/47.5 LT 7 ALL LT 8 BK 3 SETTLES (100X125.5) 1147 0.28 ACRES - OWNER: ELVIS EUGENE PAYNE | 79-133 | Hagen |
| 9. | PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS: LT 4 BK F EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES- OWNER: MARGIE ARSIAGA GARCIA | 134-195 | Hagen |
| 10. | PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 108 LOCKHART, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS: LT 2 BK 6 LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022- OWNER: TIMOTHY EDWARD WILSON | 196-246 | Hagen |
| 11. | PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1411 SETTLES, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS: LT 6 BK 1 SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES- OWNER: ESTATE OF JOHNNY LEE PUGA | 247-317 | Hagen |

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| 12. | PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 408
DOUGLAS, BIG SPRING, TEXAS 79720 - LEGAL
ADDRESS: LT 5-6 BK F EARLES 5100X130 0.298 ACRES
2012 COMBINED ACCT B3810004100 626 627 ACQ
021810 BLK/TRACT F 0.298 ACRES- OWNER: ANDREA
MORENO MARSCH | 318-
369 | Hagen |
| 13. | PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 510 YOUNG,
BIG SPRING, TEXAS 79720 - LEGAL ADDRESS:LT 6 BK 6
PORTER 50X140 362 0.161 ACRES ACQ 121818-
OWNER:ROLLO AND CYNTHIA GURASS IRREVOCABLE
GRANDCHILDREN'S TRUST | 370-
428 | Hagen |
| 14. | PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 1207 LAMAR
AVENUE, BIG SPRING, TEXAS 79720 - LEGAL
ADDRESS:LT 19 BK 10 MONTICELLO 60X125 298 ACQ
032309 BLK/TRACT 10 0.172 ACRES- OWNER:JULIA
JOHNSTON | 429-
469 | Hagen |
| 15. | PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 1105 NORTH
SCURRY, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS:
N/50 SE/4 OF BK 44 BAUER 50X140 059 0.161 ACRES-
OWNER:JOE DIAS AND ROSARIO DIAZ | 470-
517 | Hagen |
| 16. | PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 813 WEST
8TH STREET, BIG SPRING, TEXAS 79720 - LEGAL
ADDRESS: LT 2 BK 7 CEDAR CREST IRR 1139 0.2 ACRES
ACQ 08262020- OWNER:LUIS LLAMAS SOLIS | 518-
554 | Hagen |
| 17. | PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 1910 SCURRY
STREET, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS:
LT 6 BK 19 COLLEGE HEIGHTS 50X140 934 ACQ 111299
BLK/TRACT 19 0.161 ACRES- OWNER: JERRY T WALTON
AND JUANITA H WALTON | 555-
589 | Hagen |
| 18. | PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 811 WEST
8TH STREET, BIG SPRING, TEXAS 79720 - LEGAL
ADDRESS: LESS 65X40 OF LT 1 BK 7 CEDAR CREST IRR
1137 ACQ 0422016 0.152 ACRES- OWNER: RAUL
MARQUEZ | 590-
615 | Hagen |

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|-----|--|-------------|-------|
| 19. | PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 1510 WOOD,
BIG SPRING, TEXAS 79720 - LEGAL ADDRESS: LT 14 BK
1A BELVUE 70X125 1304 ACQ 02122021 BLK/TRACT 1-A
0.201 ACRES- OWNER:JEREY WISER | 616-
642 | Hagen |
| 20. | PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 1513 WOOD,
BIG SPRING, TEXAS 79720 - LEGAL ADDRESS: LT 7 BK
2A BELVUE 50X125 1274 ACQ 02122021 0.143 ACRES-
OWNER: JEREY WISER | 643-
668 | Hagen |
| 21. | PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 1514 WOOD,
BIG SPRING, TEXAS 79720 - LEGAL ADDRESS:LT 12 BK
1A BELVUE 70X125 1302 ACQ 02122021 0.201 ACRES-
OWNER: JEREY WISER | 669-
694 | Hagen |
| 22. | PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 1109 EAST
4TH STREET, BIG SPRING, TEXAS 79720 - LEGAL
ADDRESS: LT 11 BK 19 BOYDSTUN 50X140 154 ACQ
040902 0.161 ACRES- OWNER:JOSEPH AND DOROTHY
L. DEERING | 695-
759 | Hagen |
| 23. | PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 1607 EAST
3RD STREET, BIG SPRING, TEXAS 79720 - LEGAL
ADDRESS: ACRES 1.960, SC 44 BK 32 1N 049 BLK/TRACT
32 1N 1.96 ACRES ACQ 11262019- OWNER: CASEY
CAMPERS, LLC | 760-
785 | Hagen |
| 24. | PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 715 ANNA
STREET, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS:
LT 8 BK 12 SETTLES HEIGHTS 56X140 145 ACQ
01102014 BLK/TRACT 12 0.18 ACRES- OWNER: ROSA
RODRIGUEZ | 786-
820 | Hagen |
| 25. | PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 0 BIRDWELL
LANE, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS: SC
44 BK 22 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ
070220014- OWNER: BIG SPRING MULTI FAMILY#1 LP | 821-
848 | Hagen |
| 26. | PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 1311 | 849-
885 | Hagen |

MADISON, BIG SPRING, TEXAS 79720 - LEGAL
ADDRESS: LT 19 BK 8 WRIGHTS AIRPORT (50X130) 632
ACQ 12302016 BLK/TRACT 8 0.149 ACRES-
OWNER:SHEREDA MINTZ

City Manager's Report

- | | | |
|---|-----|--------|
| 27. City Manager's report on the following items: | 886 | Darden |
| <ul style="list-style-type: none">• Update on Large Item Pickup, District 3 - March 15, 2023• Update on Animal Shelter• Seasonal Jobs open for Golf Course & Aquatic Center | | |

Consent Items

- | | | |
|---|---------|-------------|
| 28. Approval of the City Council Minutes of the Regular Meeting of March 14, 2023 and the Special Meeting of March 20, 2023. | 887-902 | Davis |
| 29. Acknowledge Receipt of the Big Spring Economic Development Board Minutes of the Regular Meeting of February 21, 2023. | 903-904 | Mark Willis |
| 30. Final Reading of a Resolution Declaring the Unopposed Candidates in the May 6, 2023 General Election for City Council Member, District 1 and for City Council Member, District 3 to Office; Canceling the General Election for City Council Position for City Council Member, District 1 and for City Council Member, District 3; and Providing an Effective Date | 905-908 | Davis |
| 31. Final Reading of a Resolution Joining with the State of Texas and Political Subdivisions of the State as a Party in the Texas Opioid Settlement Agreements Secured by the Office of the Attorney General Between the State of Texas and Allergan, CVS, Walgreens, and Walmart; Authorizing the City Manager to Execute Settlement Participation Forms; and Establishing an Effective Date | 909-924 | Darden |
| 32. Final Reading of an Ordinance Amending the Big Spring Zoning Ordinance, Article 4 Entitled "Development Standards," Section 4-6 "Area Regulations For Accessory Buildings And Structures In Residential Districts," Subsection (E) To Revise Whom The Application Process Will Be | 925-926 | Bowles |

Directed To; Providing For Severability; Providing For
Publication; And Providing An Effective Date

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|-----|--|--------|
| 33. | Final Reading of an Ordinance Amending Ordinance Number 927-
038-2022 Which Adopted the Annual Budget for the City of 929
Big Spring, Texas for the Fiscal Year Beginning October 1,
2022 and Ending September 30, 2023 by Increasing the
General Fund Budget for the Purpose of the 2022-23
Sealcoat Project; Providing for Severability; Providing for
Publication; and Providing an Effective Date | Medina |
| 34. | Final Reading of an Ordinance Amending Ordinance Number 930-
038-2022 Which Adopted the Annual Budget for the City of 932
Big Spring, Texas for the Fiscal Year Beginning October 1,
2022 and Ending September 30, 2023 by Increasing the
General Fund Budget for the Purpose of Purchasing a Forklift
for the Cardboard Recycling Program; Providing for
Severeability; Providing for Publication; and Providing an
Effective Date | Medina |

Old Business

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| 35. | TABLED - Final Reading of a Resolution Authorizing and 933-
Directing the Sale of the 11.06 Acre Tract of Real Property at 983
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 |
| a. | Amendment to Resolution 984-
1032 | Hagen |
| 36. | Final Reading of an Ordinance of the City of Big Spring 1033-
Adopting the 2021 Edition of the International Fire Code, 1042
Regulating and Governing the Safegaurding of Life and
Property from Fire and Explosion Hazards Arising from the
Storage, Handling and Use of Hazardous Substances,
Materials and Devices, and from Conditions Hazardous to
Life or Property in the Occupancy of Buildings and Premises
in the City of Big Spring, Texas; Providing for the Issuance of
Permits and Collection of Fees Therefor; Repealing Section
24-1 of the Big Spring City Code and All Other Ordinances or
Parts of Laws in Conflict Therewith | Darden |
| a. | Amendment to Fire Code ordinance 1043-
1049 | Darden |

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| 37. | Final Reading of an Ordinance to Rename the Structural Standards Ordinance by Renaming it the Structural Standards and Nuisance Abatement Ordinance, and to Amend the Ordinance by Dividing it into Three Subchapters, Subchapter A being Applicable to Each Type of Abatement Procedure, Subchapter B being Applicable to Sanitation and Exterior Premises Rules and Orders Abatement Procedures, and Subchapter C for the Abatement of Atructures Falling below Minimum Standards, Adopting Other Changes to the Ordinance, Providing for Severability, and Providing an Effective Date | 1050-1062 | Hagen |
| a. | Amendment to Ordinance Renaming the Structural Standards Ordinance to the Structural Standards and Nuisance Abatement Ordinance and Amending Said Ordinance | 1063 | Hagen |
| 38. | Final Reading of an Ordinance Amending Chapter 46 of the Big Spring City Code of Ordinances Entitled "Streets, Sidewalks, and Other Places", Article V Entitled "Street Names and Building Numbers", Division 2 Entitled "Renaming Streets", Section 46-235 Entitled "Purpose; Application and Review of Name Change; Criteria for Street Names"; to Require a Hearing Before the Planning and Zoning Commission; Providing for Severability; and Providing an Effective Date | 1064-1067 | Bowles |

Vouchers

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| 39. | Vouchers for 03/16/23 | \$ 445,293.32 | Hughes |
| | Vouchers for 03/23/23 | \$ 821,538.88 | |
| | Drafts | \$ 808,903.56 | |

Bids

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|-----|--|------|--------|
| 40. | Consideration and Possible Action on Awarding a Bid for Replacing Astroturf on the Lazy River at the Russ McEwen Family Aquatic Center and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 1068 | Lewis |
| 41. | Consideration and Possible Action on Awarding a Bid for a Manufactured Home for Moss Lake and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 1069 | Medina |
| 42. | Consideration and Possible Action on Awarding a Bid for (3) Three 30 Yard Containers for the City's Cardboard Recycling Program and Authorizing the City Manager or His Designee | 1070 | Medina |

to Execute any Necessary Documents

New Business

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|---|-----------|--------|
| 43. Consideration and Possible Action Authorizing Event Funding Requests from CVB for Southwest Hoops | 1071-1079 | Lewis |
| 44. First Reading of an Ordinance Amending the Subdivision Ordinance , Article IV "Standards, Specifications, and Other Provisions", Section 8 Entitled "Sidewalks", by Requiring Sidewalks to Have a Minimum Width of Five Feet, Requiring that New Sidewalks be Installed as a Condition of a Certificate of Occupancy with Certain Exceptions; Providing for Repeal of Conflicting Ordinances; Providing a Savings and Severability Clause; Providing for Publication; and Providing an Effective Date | 1080-1082 | Bowles |
| 45. First Reading of an Ordinance Amending Ordinance Number 038-2022 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the Sanitation Enterprise Fund Budget for the Purpose of the Purchase of Three 30 Yard Roll-Off Containers for the Cardboard Recycling Program; Providing for Severability; Providing for Publication; and Providing an Effective Date | 1083-1084 | Bowles |
| 46. First Reading of an Ordinance Amending Ordinance Number 038-2022 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the General Fund Budget for the Purpose of Purchasing a HUD Code Manufactured Home for Moss Lake; Providing for Severability; Providing for Publication; and Providing an Effective Date | 1085-1086 | Bowles |
| 47. First Reading of an Ordinance Amending Ordinance Number 038-2022 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the General Fund Budget for Purpose of Building a Splash Pad at Bert Andries Park; Providing for Severability; Providing for Publication; and Providing an Effective Date | 1087-1088 | Lewis |

Council Input

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| 48. Input | Moore |
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Executive Session

49. **Adjourn** into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.071, Texas Government Code, "Consultation with Attorney; Closed Meeting," and the Texas Disciplinary Rules of Professional Conduct, to Provide Legal Advice and Counsel with Respect to Litigation. City of Big Spring, Texas v. Fabian Scott Butler (11-21-00026-CV). Moore
50. **RECONVENE** into Open Session and Take any Necessary Action on Executive Session Item Moore
51. **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, March 24, 2023 at 4:00 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 CONTACTING TAMI DAVIS AT 432-264-2513 OR EMAIL: TDAVIS@MYBIGSPRING.COM.

1513 EAST 17TH STREET

CODE OFFICER: JACOB LEOS

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF JACOB LEOS
CONCERNING 1513 EAST 17TH 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:

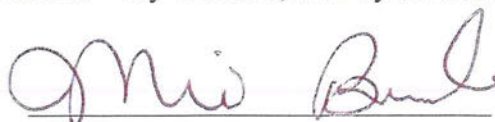
“I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for 1513 EAST 17TH 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 20TH day of March, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.





Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF HOWARD

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**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:

**E/50 OF LT 20 BK 4 MAY THIXTON 50x150 924 ACQ 021700
BLK/TRACT 4 0.172 ACRES of Big Spring, Howard County, Texas, also
known as 1513 EAST 17TH 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 CHRISTINE WOODS BAKER is the owner of the property located at the above-described premises and their mailing address is 1513 EAST 17TH STREET, Big Spring, Howard County, Texas, as shown in **Exhibit I-1**.

SIGNED on the 20TH day of March 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



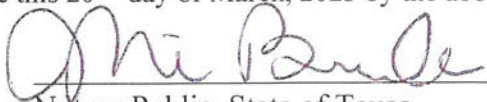

Notary Public, State of Texas

EXHIBIT I-1

HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000010114

Geo ID : B5820006200

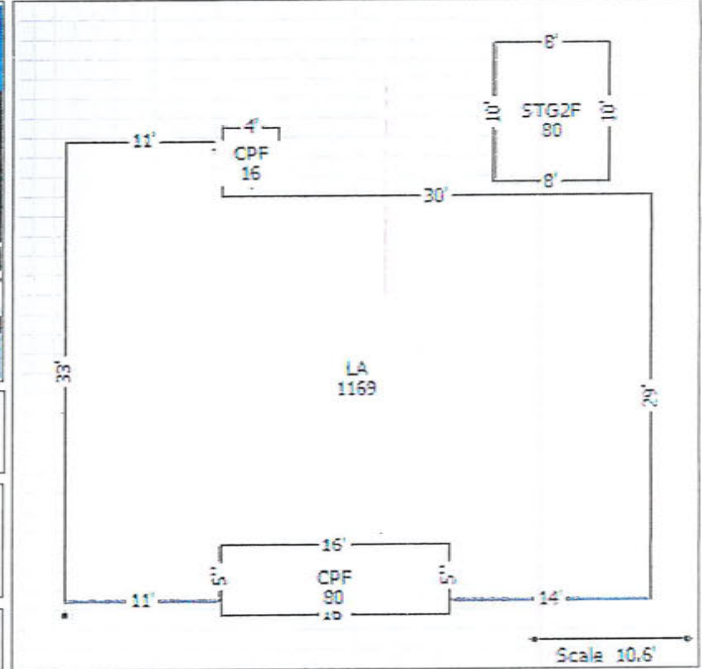
1/1

Ownership

BAKER CHRISTINE
1513 E 17TH
BIG SPRING, TX 79720

Exemptions/Deed

VOL: 0795
PAGE: 664
DATE: 2/17/2000



Legal Information

LEGAL: E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES
SITUS: 1513 E 17TH
ACRES:0.172
ALT:10114
XREF:10114.1

Appraisal Coding
Appr By CT Appr Dt 02/22/21
Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
2/17/00		0795	664	0	2/17/00	+++++	+++++	BAKER CHRISTINE	SEC OF HOUSING & URBAN

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	Feature Code	Cpsf / Value
LA-LIVING AREA	Y	1948/NA	RS3F	1,169	101.79	118,993	0 FA	-75%	0%	0%	0%	100%	0%	-75.0%	29,748	AHC-CEN HT AIR	0
CPF-COVERED PORCH FR	Y	1948/NA	RS3F	80	15.27	1,221	0 FA	-75%	0%	0%	0%	100%	0%	-75.0%	305	AST-1 STORY	0
CPF-COVERED PORCH FR	Y	1948/NA	RS3F	16	15.27	244	0 FA	-75%	0%	0%	0%	100%	0%	-75.0%	61	AUT-ALL	0
STG2F-AVG QUALITY ST	Y	1948/NA	RS3F	80	11.00	880	0 FA	-75%	0%	0%	0%	100%	0%	-75.0%	220	CRM-COMPOSITION	0
				=====		=====									=====		
				1,345		121,338	0								30,334	FET-FRAME	0
																GRT-GABLE	0
																PFN-PIER AND BE	0
																1BT-1 BATH	0
																=====	0

SQFT MA: 1169 MKT CSF MA: 28.943 CSF IMPR: 25.949 LOC CODE: GD

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	Entity / Description	Exemption	Txbl Value	Rate Per \$100	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Coding
Impr Homesite +	30,334	A1	0	30,334	A1	01H HOWARD COUNTY	18,767	15,067	.3275450		49.35	HSAPPNOT18	BSISDE
Land Homesite +	3,500	A1	0	3,500	A1	02B CITY OF BIG SPRING	11,767	22,067	.6731630		148.55		GD22
Total Market =	33,834		0	33,834		03B BIG SPRING ISD	33,834	0	1.0160000	2000	0.00		
Assessed =	33,834		0	33,834		052 HOWARD COLLEGE	18,767	15,067	.2367770		35.68		
						** ESTIMATED TOTAL					=====		
											233.58		

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
1513 EAST 17TH 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.

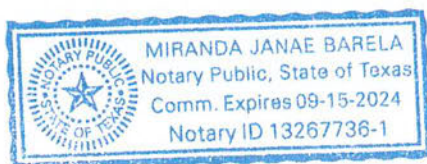
Making this record was a regular practice of that activity.

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 20TH day of March, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT I-2

01-31-2023 01:58 PM

INCIDENT NOTES REPORT

ORIG. DATE:

INCIDENT #: 70356

INCIDENT CODE: 300-0006 ACCUML ITEM

PROPERTY: 1513 E 17TH ST

NOTES

Incident Notes:

5/10/22 PROPERTY HAS ACCUMULATED ITEMS IN FRONT YARD INCLUDING TIRES, TWO
SOFAS, TRASH, FURNITURE AND SEVERAL OTHER ITEMS. WILL SEND NOTICE.
5/25/22 NOTICE MAILED TO CHRISTINE WOODS BAKER CAME BACK RETURN TO
SENDER-VACANT-UNABLE TO FOWARD AS OF 5/20/22

Task #: 111147 - INSPECT ACCUMULATED - 5/13/2022

6/15/22 REINSPECT:(ALSO MORE COMPLAINTS ABOUT PROPERTY WERE CALLED
IN)THERE ARE SOFAS, APPLIANCES, FURNITURE, YARD TRIMMINGS AND SEVERAL OTHE
ITEMS ON PROPERTY. WILL SEND (2ND) NOTICE

Task #: 111148 - ACCUMULATED ITEMS - 5/13/2022

Task #: 111689 - REINSP ACCUMLTD ITEM - 6/17/2022

OCT 2022 NO CONTACT HAS MADE, NOTHING HAS BEEN DONE. WILL SEND TO LEGAL
FOR COMPLAINT

Task #: 111690 - ACCUMULATED ITEMS - 6/17/2022

Task #: 112834 - ABATEMENT - 10/10/2022

NOV- SOMEONE CALLED IN A COMPLAINT ABOUT THIS PROPERTY. THE COMPLAINT WAS
A BURNT STRUCTURE, ACCUMULATED ITEMS, FRONT YARD PARKING (POSSIBLE
ABANDONED VEHICLE)

1/20/23 REINSPECTION - SOFA IN FRONT YARD. FRIDGE, APPLIANCES, WOOD,
TRASH, RED WRECKED TRUCK JUNK VEHICLE WITH TAILGAITE OPEN FILLED WITH
TIRES, AND MANY OTHER ITEMS VISIBLE FROM PUBLIC VIEW. THE GARAGE WALL IS
OPEN (FRAME EXPOSED) NO GARAGE DOOR.

Will send complaint to legal.

STATE OF TEXAS

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COUNTY OF HOWARD

§

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**CERTIFICATION
FIRE MARSHAL'S FIRE REPORT**

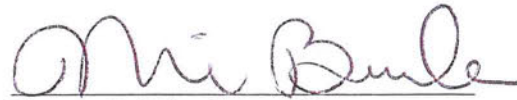
“The fire report, attached as **Exhibit I-3** presents factual findings from a legally authorized investigation of the Fire Marshal. The document is a copy of the official record.”

SIGNED on the 20TH day of March, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 20th day of March, 2023 by the above referenced Affiant.





Notary Public, State of Texas

EXHIBIT I-3

 INCIDENT

Incident Number <u>200907-121839-BSFD</u>		Incident Date <u>09/07/2020</u>	NFIRS Number <u>0001590</u>	Incident Type <u>(11) - Building fire</u>	
FDID <u>KW601</u>	Station <u>Station 3</u>	Shift <u>C-Shift</u>		District <u>District 3</u>	
Initial Dispatch Code <u></u>					
Alarms <u>1</u>	Working Fire? <u></u>	COVID-19 was a factor <u>No, COVID-19 was not a factor</u>		Critical Incident <u></u>	Critical Incident Team <u></u>
Temporary Resident Involvement <u></u>					
Hazardous Materials Released <u></u>					
Action Taken 1 <u>(11) - Extinguishment by fire service personnel</u>					

 AID

Aid Given/Received
(N) - None

 LOCATION

Location Type <u>(1) - Street address</u>			
Address <u>1513 East 17th Street, BIG SPRING, Texas, 79720</u>			
Cross Street, USNG, or Directions <u></u>	Latitude <u></u>	Longitude <u></u>	Census Tract <u></u>
Detector Alerted Occupant <u>(U) - Unknown</u>			
Property Use <u>(419) - 1 or 2 family dwelling</u>		Mixed Use <u></u>	

 TIMES

PSAP Received <u>03:33:00, 09/07/2020</u>	Dispatch Notified Time <u>03:33:00, 09/07/2020</u>	Alarm Time <u>03:33:00, 09/07/2020</u>
Arrival Time <u>03:37:00, 09/07/2020</u>	Water on Fire Time <u>03:40:00, 09/07/2020</u>	At Patient Time <u></u>
Loss Stop Time <u>05:30:00, 09/07/2020</u>	Controlled Time <u>05:30:00, 09/07/2020</u>	Last Unit Cleared Time <u>05:30:00, 09/07/2020</u>
Total On Scene Time <u>1 hrs 53 mins 0 sec</u>	Total Incident Time <u>1 hrs 57 mins 0 sec</u>	

COUNTS

Counts Include Aid Received?

No**Suppression:**Apparatus 5
Personnel 11**EMS:**Apparatus 2
Personnel 4**Other:**Apparatus 5
Personnel 7**\$ Loss****Property:**Estimated Property Losses
25000Estimated Property Value
35000**Content:**Estimated Content Losses
5000Estimated Content Value
15000**AUTHORIZATION****Report Writer:**

Name	Employee Number	Assignment	Authorization Date
<u>Delk, Chanley</u>	<u>0815</u>	<u>LT E3</u>	<u>09/07/2020</u>

Officer in Charge:

Name	Employee Number	Assignment	Authorization Date
<u>Delk, Chanley</u>	<u>0815</u>	<u>LT E3</u>	<u>09/07/2020</u>

Quality Control:

Name	Authorization Date
<u></u>	<u></u>

INCIDENT NARRATIVE

E3, R2, E5, M5, BATTALLION 1, RESPONDED TO STRUCTURE FIRE AT 1513 E 17TH STREET. E3 WAS FIRST ON SCENE AND NOTICED HEAVY SMOKE FROM CHARLIE SIDE. ALL HOME OCCUPANTS HAD EXITED HOME AND WERE IN FRONT YARD OF SMALL SINGLE STORY HOUSE, WE PULLED HAND LINES AND BEGAN TO ATTACK FLAMES THROUGH A KITCHEN WINDOW WITH HEAVY FLAMES PRESENT ON BRAVO/CHARLIE SIDE, ONCE FLAMES WERE KNOCKED DOWN IN KITCHEN WE BEGAN AN INTERIOR ATTACK GAINING ACCESS THROUGH AN OPEN BACK DOOR ON CHARLIE SIDE, FLAMES HAD RESURGED IN KITCHEN AND THEY WERE EXTINGUISHED, THEN WE MOVED TO LIVING ROOM AND ATTACKED THE FLAME SPREAD THERE. ONCE FLAMES WERE EXTINGUISHED WE REQUESTED PPV FAN TO BE SET UP TO HELP VENTILATE HEAT AND SMOKE. E5 CREW PULLED CEILING IN LIVING ROOM AND LOOKED FOR FLAME SPREAD. WE HAD A FEW FLAMES COMING FROM EAVES THAT WERE EXTINGUISHED QUICKLY. AT THIS TIME FM HENCRICKSON WAS ON SCENE TO CONDUCT INVESTIGATION. E5 SUPPLIED WATER VIA HYDRANT AND LDH TO MANIFOLD ATTACHED TO E3. WE CHECKED ALL FIRE AREAS WITH FLIR CAMERA AND DIDN'T GET ANY READINGS OVER 95 DEGREES. E3 AND OTHER RESPONDING UNITS WENT 10-8

Created By: Delk, Chanley

Unit Reports**ENGINE 3**

Use	Responding From	Priority
<u>(1) - Suppression</u>	<u>City of Big Spring</u>	<u>Emergent</u>

Response Delays
None/No Delay

Dispatch Time	Enroute Time	Arrival Time
<u>03:33:00, 09/07/2020</u>	<u>03:33:00, 09/07/2020</u>	<u></u>

ENGINE 3

At Patient Time

Clear Time

In District Time

05:30:00, 09/07/2020

Actions Taken:

Extinguishment by fire service personnel

Person 1: Delk, Chanley

Patient Contact?

PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

Person 2: FANGMAN, MICHAEL

Patient Contact?

PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

ENGINE 5

Use

(1) - Suppression

Responding From

City of Big Spring

Priority

Emergent

Response Delays

None/No Delay

Dispatch Time

03:33:00, 09/07/2020

Enroute Time

03:33:00, 09/07/2020

Arrival Time

At Patient Time

Clear Time

05:30:00, 09/07/2020

In District Time

Actions Taken:

Provide water, Extinguishment by fire service personnel

Person 1: Haney, Shawn T.

Patient Contact? PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

Person 2: Phelps, James

Patient Contact? PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

RESCUE 2Use
(0) - Other

Responding From

Priority

Response Delays

Dispatch Time

03:33:00, 09/07/2020

Enroute Time

03:33:00, 09/07/2020

Arrival Time

At Patient Time

Clear Time

05:30:00, 09/07/2020

In District Time

Actions Taken:

Provide manpower

Person 1: McCullough, Justin

Patient Contact? PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

Person 1: McCullough, Justin

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

Person 2: WESTBROOK, CHAS

Patient Contact?

PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

Person 3: HICKSON, DOUG

Patient Contact?

PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

FIRE MARSHALL

Use

Responding From

Priority

(0) - Other

Response Delays

Dispatch Time

Enroute Time

Arrival Time

03:33:00, 09/07/2020

03:45:00, 09/07/2020

At Patient Time

Clear Time

In District Time

05:30:00, 09/07/2020

Actions Taken:

Investigate

Person 1: Hendrickson, Dan

Patient Contact? PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

UNIT 11Use
(0) - Other

Responding From

Priority

Response Delays

Dispatch Time

03:33:00, 09/07/2020

Enroute Time

03:33:00, 09/07/2020

Arrival Time

At Patient Time

Clear Time

05:30:00, 09/07/2020

In District Time

Actions Taken:

Incident command

Person 1: SPARKS, JAKE

Patient Contact? PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

MEDIC 5Use
(2) - EMS

Responding From

Priority

Response Delays

Dispatch Time

03:33:00, 09/07/2020

Enroute Time

03:33:00, 09/07/2020

Arrival Time

MEDIC 5

At Patient Time

Clear Time

In District Time

05:30:00, 09/07/2020

Actions Taken:

Extinguishment by fire service personnel

Person 1: ELLIS, GARRETT

Patient Contact?

PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

Person 2: MORALES, GABRIEL

Patient Contact?

PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

 Fire Module**i SITE INFO**

Alarms

Acres Burned

Resident Units In Bldg

Buildings Involved

1

1

Hydrant Identifier

Estimated Water Usage

GREEN

500

 IGNITION

Area of Origin

(24) - Cooking area, kitchen

Heat Source

(UU) - Undetermined

IGNITION

Item First Ignited

(UU) - Undetermined

Fire Confined to Item?

Type of Material First Ignited

Cause of Ignition

(5) - Cause under investigation

Factors Contributing to Ignition 1

(UU) - Undetermined

Human Factors Contributing to Ignition

(1) - Asleep

Est. Age of Person Involved

Gender of Person Involved

STRUCTURE

Structure Type

(1) - Enclosed building

Stories Above Grade

1

Stories Below Grade

0

Building Status

(2) - In normal use

Length

25 ft

Width

40 ft

Total Square Feet

1000 sq ft

Story of Fire Origin

1

Fire Spread

(3) - Confined to floor of origin

Item Contributing Most to Flame Spread

Type of Material

Number of Stories with Damage

Minor Damage

0

Significant Damage

1

Heavy Damage

Extreme Damage

Total Stories

PROTECTIVE SYSTEMS

Presence of Detector

(N) - None present

Detector Type

Power Supply

Detector Operations

Effectiveness (/ Failure Reason)

Presence of Auto Extinguishing System

(N) - None Present

System Type

System Operation

of Sprinklers

Reason for System Failure

STATE OF TEXAS

§

§

COUNTY OF HOWARD

§

**CERTIFICATION
PHOTOGRAPHS TAKEN BY JACOB LEOS**

“With regard to the photographs in Exhibits I-4, I-5, and I-6 I am familiar with and recognize the scene depicted in the photographs. On March 15, 2022, June 15, 2022 and January 20, 2023.

I inspected the property described as:

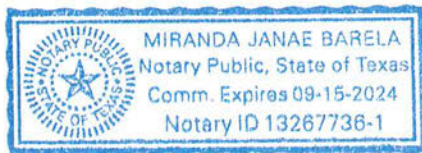
**E/50 OF LT 20 BK 4 MAY THIXTON 50x150 924 ACQ 021700
BLK/TRACT 4 0.172 ACRES of Big Spring, Howard County, Texas, also
known as 1513 EAST 17TH STREET, Big Spring, Texas**

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

SIGNED on the 20TH day of March 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above referenced Affiant.





Notary Public, State of Texas

EXHIBIT I-4









3/14/2023 8:33







3/14/2023 8:33





3/14/2023 8:31







3/14/2023 8:31

EXHIBIT I-5













6/15/2022 13:54



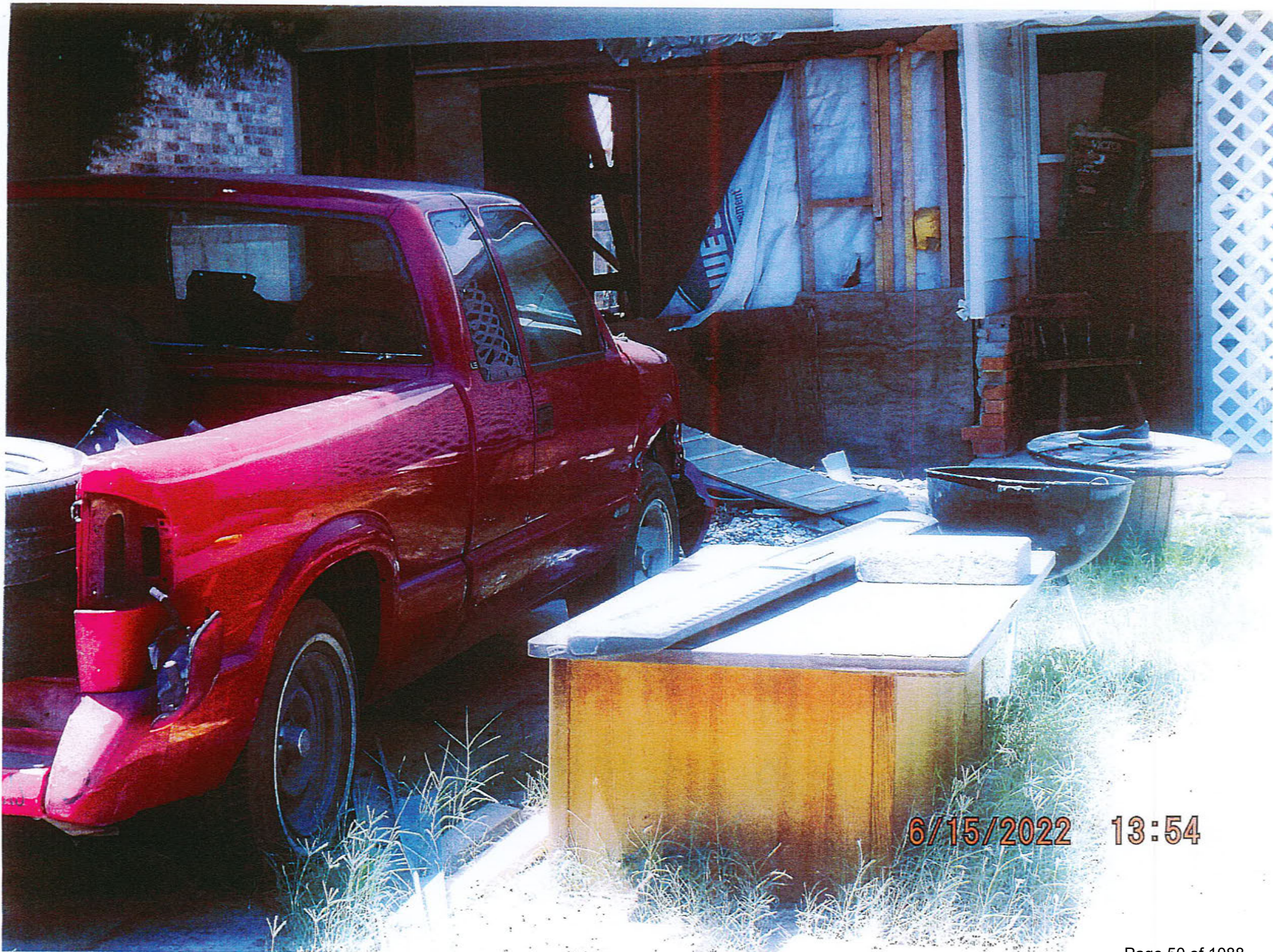
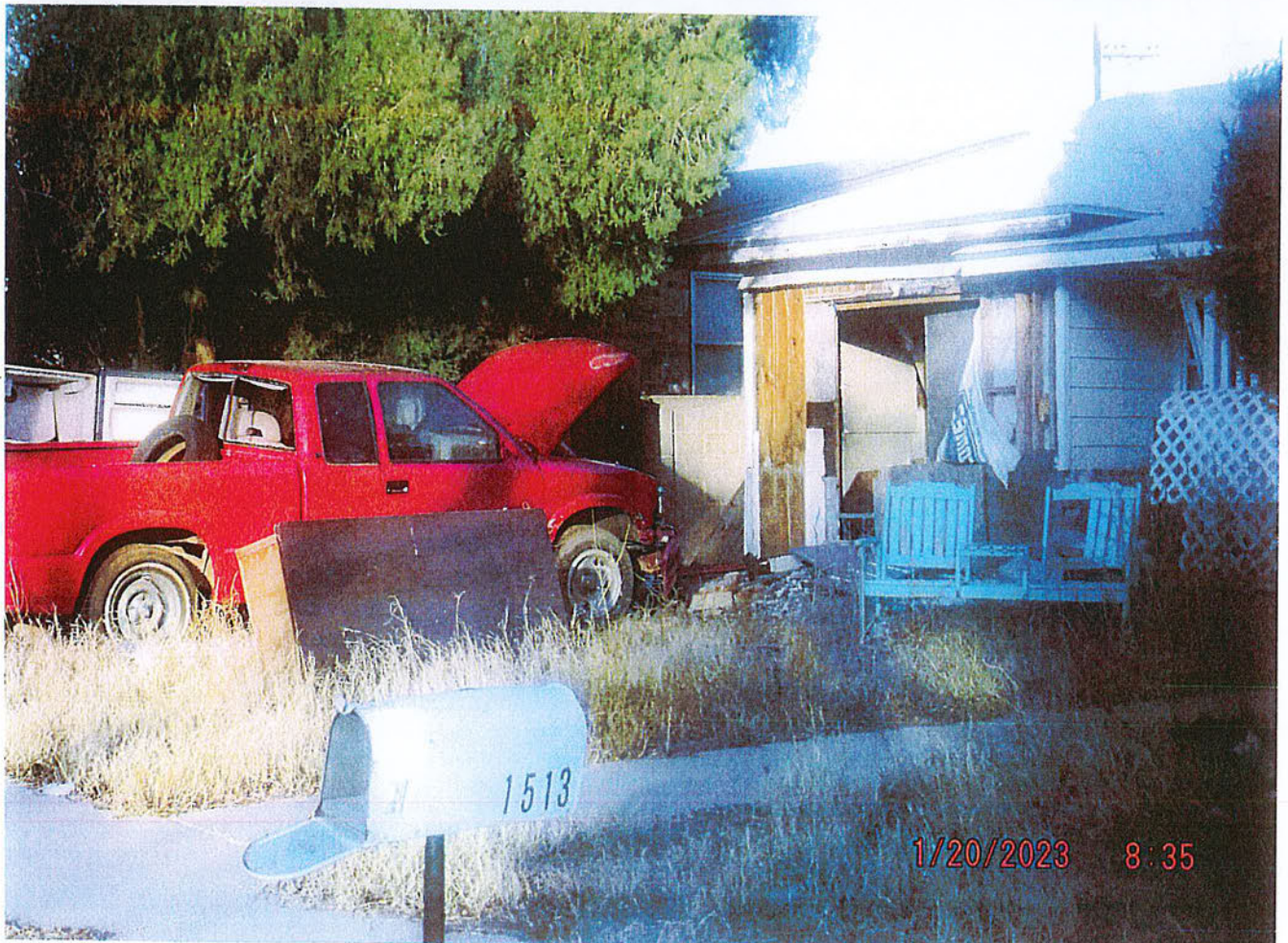
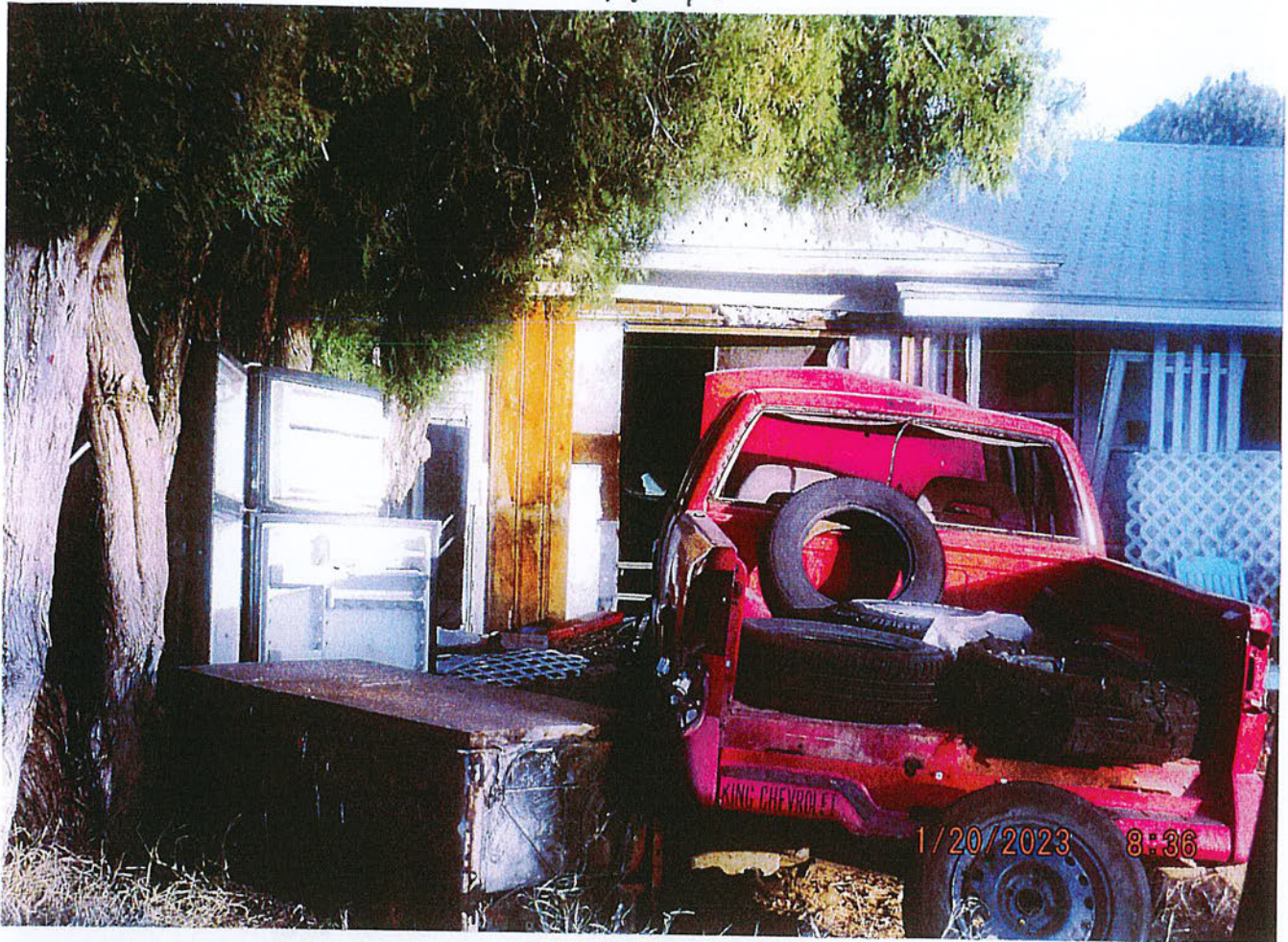


EXHIBIT I-6

4/20/23



1/20/23



STATE OF TEXAS

COUNTY OF HOWARD

§
§
§

**CERTIFICATION
NOTICE SENT BY JACOB LEOS**

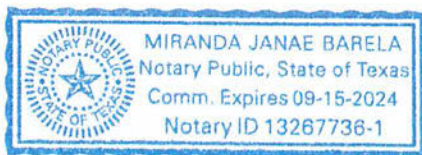
“The document in **Exhibit I-7** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 20TH day of March, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.





Notary Public, State of Texas

EXHIBIT I-7



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1513 E 17TH ST
Lot: 20 BK: 4

May 13, 2022

Case No: 70356

CHRISTINE WOODS BAKER

1513 E 17th St

BIG SPRING TX 79720-5003

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

ACCUMULATED ITEMS IN FRONT YARD INCLUDING TIRES, TWO SOFAS, TRASH, FURNITURE AND SEVERAL OTHER ITEMS NEEDS TO BE REMOVED AND TAKEN AWAY FORM 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

Name

Code Compliance

Department

432-264-2502

Phone

jleos@mybigspring.com

E-mail

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

Sincerely,

A handwritten signature in dark ink, appearing to read 'Jacob Leos', with a stylized flourish at the end.

Jacob Leos
Code Compliance Officer
City of Big Spring, Texas



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1513 E 17TH ST
Lot: 20 BK: 4

June 17, 2022

Case No: 70356

CHRISTINE WOODS BAKER
1513 E 17TH
BIG SPRING TX 79720-5003

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

Seven (7) days from date of mailing

THERE ARE SEVERAL ITEMS ON PROPERTY INCLUDING (TIRES, TWO SOFAS, TRASH, FURNITURE AND SEVERAL OTHER ITEMS) THAT NEEDS TO BE REMOVED AND TAKEN OUT OF PUBLIC VIEW. IF PROBLEM PERSISTS CRIMINAL CHARGES WILL BE FILED.

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

Issued by

Jacob Leos

Name

Code Compliance

Department

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
City of Big Spring, Texas



NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

1513 E 17 TH ST, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: E/50 OF LT 20 BK 4 MAY THIXTON
50x150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES

March 3rd , 2023

CHRISTINE BAKER
1513 E 17 TH ST
BIG SPRING, TX 79720

Sent via: Certified Mail, Return Receipt Requested

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 (3), (6), (7) 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.

The exterior of the property and premises are not maintained in a clean, safe, and sanitary condition.

Sec. 302.1 Sanitation.

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 accumulated items in the front yard including tires, two sofas, trash, a refrigerator, other miscellaneous furniture, and several other items that need to be removed from public view. These items could result in rodent harborage which is both unsafe and unsanitary conditions. All items need to be removed from 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

Jacob Leos

Name

Code Compliance

Department

432-264-2502

Phone

jleos@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 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 **March 14th, 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.icsafe.org/codes/i-codes>.

Sincerely,



Jacob Leos, Code Enforcement
City of Big Spring, Texas



NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

1513 E 17 TH ST, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: E/50 OF LT 20 BK 4 MAY THIXTON
50x150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES

March 14, 2023

CHRISTINE BAKER
1513 E 17 TH ST
BIG SPRING, TX 79720

Sent via: Certified Mail, Return Receipt Requested

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
There are accumulated items in the front yard including tires, two sofas, trash, a refrigerator, junk vehicle, other miscellaneous furniture, and several other items that need to be removed from public view. These items could result in rodent harborage which is both unsafe and unsanitary conditions.	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

432-264-2502

Phone

jleos@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 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 **March 28, 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-8

Tracking Number:

Remove X

9171082133393629908547

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item arrived at our USPS facility in MIDLAND TX DISTRIBUTION CENTER on March 22, 2023 at 4:39 pm. The item is currently in transit to the destination.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Out for Delivery

Preparing for Delivery

Moving Through Network

Arrived at USPS Regional Facility

MIDLAND TX DISTRIBUTION CENTER

March 22, 2023, 4:39 pm

Arrived at USPS Regional Facility

EL PASO TX DISTRIBUTION CENTER

March 21, 2023, 3:31 pm

See All Tracking History

Text & Email Updates



STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

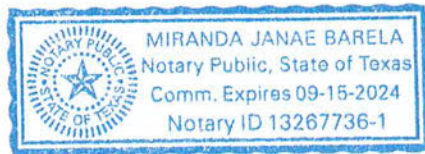
“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **March 28, 2023**, attached as **Exhibit I-9**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 14, 2023.

This notice was also published in the Big Spring Herald on March 14, 2023.”

SIGNED on the 20TH day of March, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.





Notary Public, State of Texas

EXHIBIT I-9



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

813 W 8TH ST, BIG SPRING, TEXAS 79720 – LT 2, BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 – OWNER: LUIS LLAMAS SOLIS

1910 SCURRY ST, BIG SPRING, TEXAS 79720 – LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES – OWNER: JERRY T WALTON, JUANITA H WALTON

1207 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 10, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES – OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 – S/47.5' LT 7, BK 3, (100X125.5) 1147 0.28 ACRES – OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 5-6, BK F EARLES, 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES – OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 – N/50 SE/ OF BK 44 BAUER 50X140 059 0.161 ACRES – OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT AMANDA GAIL EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 – LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES– OWNER: JOHNNY LEE PUGA, 1411 SETTLES

1513 E 17TH ST, BIG SPRING, TEXAS 79720 – E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES – OWNER: CHRISTINE BAKER, 1513 E 17TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 – LT 6, BK 6, PORTER 50X140 362 0.161 ACRES ACQ 121818 – OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 4, BK F, EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES – OWNER: MARGIE ARSIAGA GARCIA

811 W 8 TH ST, BIG SPRING, TEXAS 79720 – LESS 65X40 OF LT 1, BK 7, CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES – OWNER: RAUL J MARQUEZ

715 ANNA, BIG SPRING, TEXAS 79720 – LT 8, BK 12, SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES – OWNER: ROSA RODRIGUEZ

108 LOCKHART, BIG SPRING, TEXAS 79720 – LT 2, BK 6, LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022– OWNER: TIMOTHY EDWARD WILSON

1311 MADISON, BIG SPRING, TEXAS 79720 – LT 19, BK 8, WRITGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES– OWNER: SHEREDA MINTZ

1510 WOOD, BIG SPRING, TEXAS 79720 – LT 14, BK 1A, BELVUE 70X125 1304 ACQ 021222021 BLK/TRACT 1-A 0.201 ACRES– OWNER: JEFREY WISER

1514 WOOD, BIG SPRING, TEXAS 79720 – LT 12, BK 1A, BELVUE 70X125 1302 ACQ 021222021 0.201 ACRES – OWNER: JEFREY WISER

1513 WOOD, BIG SPRING, TEXAS 79720 – LT 7, BK 2A, BELVUE 50X125 1274 ACQ 021222021 0.143 ACRES – OWNER: JEFREY WISER

1109 E 4TH ST, BIG SPRING, TEXAS 79720 – LT 11, BK 19, BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES – OWNER: JOSEPH A DEERING AND DOROTHY L. DEERING

1607 E 3RD ST, BIG SPRING, TEXAS 79720 – Acres 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ACRES ACQ 11262019 – OWNER: CASEY'S CAMPERS, LLC

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720 – SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014– OWNER: BIG SPRING MULTI-FAMILY #1 LP

1309 GRAFA STREET, BIG SPRING, TEXAS 79720 – LT 17 BK 15 MONTICELLO 60X125 212 ACQ 010402 BLK/TRACT 15 0.172 ACRES – OWNER: JUDY AND DAVID SAUSMAN

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 LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING

Nick Reyna, Building Official









**CODE ENFORCEMENT
COMPLAINT REQUEST FORM**

Violation: AI

Violation Reference: 70356 Violation Date: 1/20/23

Address of Violation: 1513 E 17th St

DEFENDANT INFORMATION ☒ Owner ☐ Occupant

Name: Christine Baker

Address: 1513 E 17th St City Big Spring

State: Tx Zip: 79720 Phone: _____

IDENTIFIERS:

Date of Birth: _____ ☐ No identifiers found

Driver's License No. _____

Social Security No. _____

The following records were used to provide/check for this information:

- ☒ Water Account
- ☐ Municipal Court
- ☐ By Defendant/Other: _____

COMPLAINT REQUEST CHECKLIST: (check all that apply, a violation requiring written notice must include all documents)

- ☒ SIGNED Notice of Violation
- ☒ Tax Card;
- ☒ Before Photos;
- ☒ After Photos; and
- ☒ Case Notes

[Signature]
Code Official, City of Big Spring

1/31/23
Date

1806 SETTLES

CODE OFFICER: ASHLEY GUERRA

STATE OF TEXAS

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COUNTY OF HOWARD

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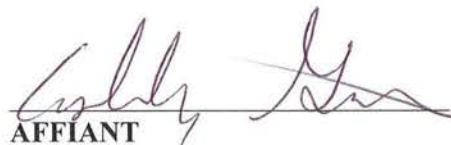
**AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 1806 SETTLES STREET**

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

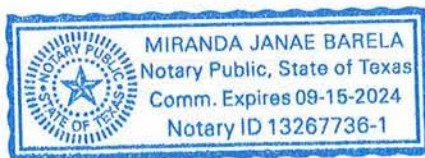
“My name is **ASHLEY GUERRA**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

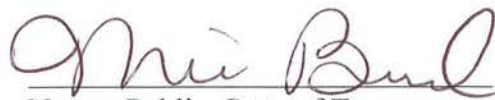
“I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1806 SETTLES 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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF HOWARD

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**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:

S/47.5' LT 7 ALL LT 8 BK 3 SETTLES (100x125.5) 1147 0.28 ACRES of Big Spring, Howard County, Texas, also known as **1806 SETTLES ST**, Big Spring, Texas

by searching the following records:

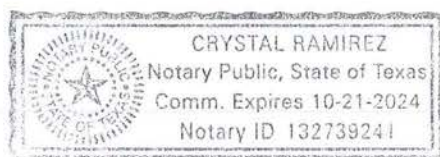
1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the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

Using the above-described records, I verified that **ELVIS EUGENE PAYNE** is the owner of the property located at the above-described premises and their mailing address is **1806 SETTLES STREET**, Big Spring, Howard County, Texas, as shown in **Exhibit M-1**.

SIGNED on the 20TH day of March 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

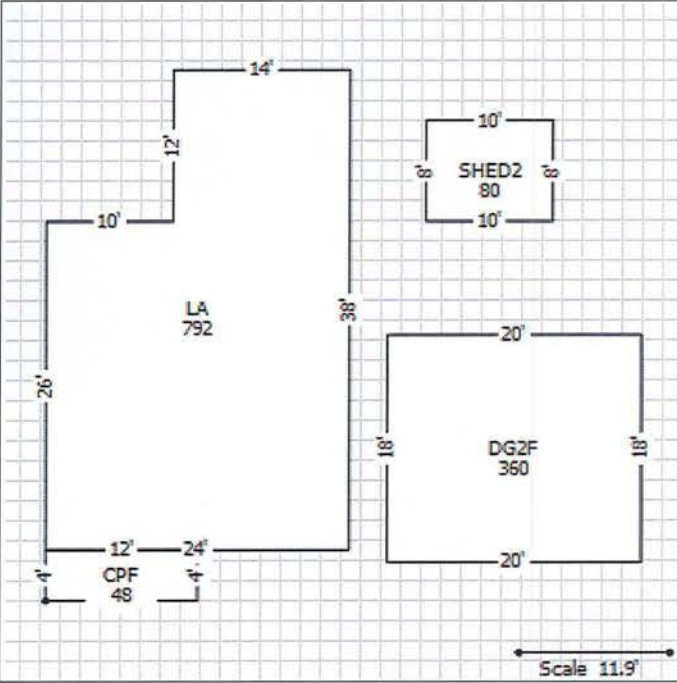
EXHIBIT M-1

Ownership

PAYNE ELVIS
ATTN: YVONNE KAY QUALLS
1806 SETTLES
BIG SPRING, TX 79720

Exemptions/Deed

VOL: 0678
PAGE: 742
DATE: 5/10/1993



Legal Information

LEGAL: S/47.5' LT 7 ALL LT 8 BK 3 SETTLES (100X125.5) 1147 0.28 ACRES
SITUS: 1806 SETTLES
ACRES:0.280
ALT:9285
XREF:9285.1

UNCERTIFIED

Appraisal Coding
Appr By CT Appr Dt 02/04/21
Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
5/10/93		0678	742	0	5/10/93	++++++	++++++	PAYNE ELVIS	PAYNE ELVIS

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	Feature Code	Cpsf / Value
LA-LIVING AREA	Y	1946/NA	RS2F	792	90.21	71,446	0 PO	-87%	0%	0%	0%	0%	0%	100%	0%	-87.0% *	9,288	AST-1 STORY	0
CPF-COVERED PORCH FR	Y	1946/NA	RS2F	48	13.53	650	0 PO	-87%	0%	0%	0%	0%	0%	100%	0%	-87.1% *	84	AUT-ALL	0
DG2F-DETACHED GARAGE	Y	1946/NA	RS2F	360	54.02	19,447	0 PO	-87%	0%	-50%	0%	0%	0%	100%	0%	-93.5% *	1,264	CRM-COMPOSITION	0
SHED2-SHED AVERAGE Q	Y	1946/NA	RS2F	80	6.45	516	0 PO	-87%	0%	0%	0%	0%	0%	100%	0%	-87.0% *	67	EHC-WALL	0
				=====		=====	=====										=====		
				1,280		92,059	0												0
SQFT MA: 792 MKT CSF MA: 22.352 CSF IMPR: 13.514 LOC CODE: GD																			

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/122.0 DF LOTS	70.0		70.00		0%		Y	7,000	A1						
																=====
																7,000
																=====
																0

Comments

2023	Ptd	Change +/-	Prior	2022	Ptd	Entity / Description	Exemption	Txbl Value	Rate Per \$100	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Coding
Impr Homesite +	10,703	A1	-1,244	11,947	A1	01H HOWARD COUNTY	0	17,703	.3275450		57.99	HSAPPNOT17	BSISDE
Land Homesite +	7,000	A1	0	7,000	A1	02B CITY OF BIG SPRING	0	17,703	.6731630		119.17	HSAPPNOT18	GD22
Total Market =	17,703		-1,244	18,947		03B BIG SPRING ISD	0	17,703	1.0160000		179.86	HSAPPNOT19	
Assessed =	17,703		-1,244	18,947		052 HOWARD COLLEGE	0	17,703	.2367770		41.92	HSAPPNOT20	
											=====	HSAPPNOT21	
											398.94	HSAPPNOT22	

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
1806 SETTLES STREET CASE NOTES

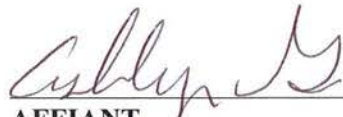
“This record, attached as **Exhibit M-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT M-2

NOTES

Incident Notes:

Task #: 114309 - INSPECT SUBSTANDARD - 1/20/2023

ON 1-18-23 I DROVE BY 1806 SETTLES AND NOTICED A SUB/S WL,AI,RO OLD

FRUNITURE TRASH ROOF HAS BIG HOLES IN IT . ALSO THE IS ANOTHER SHED IN THE

BACK HALF OF THE ROOF IS MISSING AS WELL

Task #: 114310 - SUBSTANDARD BLD - 1/20/2023

STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION
PHOTOGRAPHS TAKEN BY ASHLEY GUERRA**

“With regard to the photographs in **Exhibits M-3**, I am familiar with and recognize the scene depicted in the photographs. On January 18th, 2023, and March 28th, 2023.

I inspected the property described as:

S/47.5' LT 7 ALL LT 8 BK 3 SETTLES (100x125.5) 1147 0.28 ACRES of Big Spring, Howard County, Texas, also known as **1806 SETTLES ST**, Big Spring, Texas

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

SIGNED on the 20TH day of March 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT M-3





1/18/2023 15:32









1/18/2023 15:35





1/18/2023 15:34

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA**

“The document in **Exhibit M-4** 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-5** is also attached.

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.


Notary Public, State of Texas



EXHIBIT M-4



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1806 SETTLES ST
Lot: 8 BK: 3 SETTLES

January 20, 2023

Case No: 72130

ELVIS EUGENE PAYNE
1806 SETTLES ST
BIG SPRING TX 79720-5843

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

Name

Code Compliance

Department

432-264-2505

Phone

aguerra@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 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,

A handwritten signature in black ink, appearing to be "Ashley", written over a horizontal line.

Code Compliance Officer
City of Big Spring, Texas



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1806 SETTLES ST
Lot: 8 BK: 3 SETTLES

January 20, 2023

Case No: 72132

ELVIS EUGENE PAYNE
1806 SETTLES ST
BIG SPRING TX 79720-5843

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
<i>Corrective Action Required</i> <i>There are accumulated items including (house furniture ,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 .</i>	

Seven (7) days from
date of mailing

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

Issued by

ASHLEY GUERRA	Code Compliance
<i>Name</i>	<i>Department</i>
432-264-2505	aguerra@mybigspring.com
<i>Phone</i>	<i>E-mail</i>

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



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1806 SETTLES ST
Lot: 8 BK: 3 SETTLES

January 20, 2023

Case No: 72131

ELVIS EUGENE PAYNE
1806 SETTLES ST
BIG SPRING TX 79720-5843

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.

There are several items (OLD HOUSE FRUNITURE 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.

Deadline for Compliance

Seven (7) days from
date of mailing

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

Issued by

ASHLEY GUERRA

Name

Code Compliance

Department

432-264-2505

Phone

aguerra@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.

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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,

A handwritten signature in black ink, appearing to read "Ashley", followed by a large, stylized flourish or loop.

Code Compliance Officer
City of 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

1806 SETTLES, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: S/47.5' LT 7 ALL LT 8 BK 3 SETTLES
(100x125.5) 1147 0.28 ACRES

March 3rd, 2023

ELVIS EUGENE PAYNE
ATTN: Yvonne Kay Qualls
1806 SETTLES
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.111.1.5 (3), (6), (7) Hazardous structure or premises

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.

Sec 304.1.1(8)

Roofing or roofing components with defects that affect serviceability that show signs of deterioration or fatigue.

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 main residential dwelling structure and the accessory building structure in the back part of the property must be demolished. There are accumulated items including household furniture, wood piles, trash, and an abundance of other items need to be removed from public view. There are also high weeds and grass that need to be mowed to the center of the easement including alley and curb line. All these conditions are unsanitary and they provide rodent harborage. These items need to be removed.	Seven (7) days from date of mailing

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

Issued by

Ashley Guerra	Code Compliance
<i>Name</i>	<i>Department</i>
432-264-2505	aguerra@mybigspring.com
<i>Phone</i>	<i>E-mail</i>

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 **March 14th, 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.

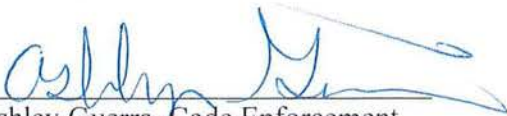
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, 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



Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

1806 SETTLES, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: S/47.5' LT 7 ALL LT 8 BK 3 SETTLES
(100x125.5) 1147 0.28 ACRES

March 13, 2023

ELVIS EUGENE PAYNE
ATTN: Yvonne Kay Qualls
4031 BIG BEND AVENUE
PORT ARTHUR, TX 77642

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 (3), (6), (7) Hazardous structure or premises

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.

Sec 304.1.1(8)

Roofing or roofing components with defects that affect serviceability that show signs of deterioration or fatigue.

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 main residential dwelling structure and the accessory building structure in the back part of the property must be demolished. There are accumulated items including household furniture, wood piles, trash, and an abundance of other items need to be removed from public view. There are also high weeds and grass that need to be mowed to the center of the easement including alley and curb line. All these conditions are unsanitary and they provide rodent harborage. These items need to be removed.

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 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 **March 28th, 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.

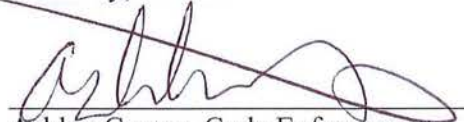
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, 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.

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Sincerely,

A handwritten signature in black ink, appearing to read 'Ashley Guerra', is written over a horizontal line.

Ashley Guerra, Code Enforcement
City of Big Spring, Texas

EXHIBIT M-5

Tracking Number:

Remove X

9171082133393629908578

Copy Schedule a Redelivery (<https://tools.usps.com/redelivery.htm>)

Latest Update

We attempted to deliver your item at 2:13 pm on March 20, 2023 in PORT ARTHUR, TX 77642 and a notice was left because an authorized recipient was not available. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice beginning March 21, 2023. If this item is unclaimed by April 4, 2023 then it will be returned to sender.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivery Attempt: Action Needed

Notice Left (No Authorized Recipient Available)

PORT ARTHUR, TX 77642
March 20, 2023, 2:13 pm

Out for Delivery

PORT ARTHUR, TX 77642
March 18, 2023, 7:05 am

See All Tracking History

Feedback

Text & Email Updates



Schedule Redelivery



Return Receipt Electronic



USPS Tracking Plus®



Product Information



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FAQs

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

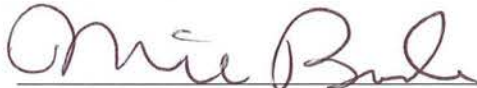
“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **March 28, 2023**, attached as **Exhibit M-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 13, 2023.

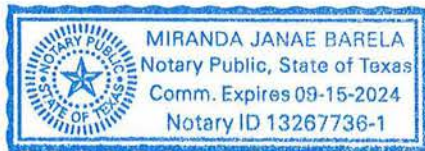
This notice was also published in the Big Spring Herald on March 14, 2023.”

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.


Notary Public, State of Texas





Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

813 W 8TH ST, BIG SPRING, TEXAS 79720 – LT 2, BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 – OWNER: LUIS LLAMAS SOLIS

1910 SCURRY ST, BIG SPRING, TEXAS 79720 – LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES – OWNER: JERRY T WALTON, JUANITA H WALTON

1207 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 10, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES – OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 – S/47.5' LT 7, BK 3, (100X125.5) 1147 0.28 ACRES – OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 5-6, BK F EARLES, 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES – OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 – N/50 SE/ OF BK 44 BAUER 50X140 059 0.161 ACRES – OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT AMANDA GAIL EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 – LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES– OWNER: JOHNNY LEE PUGA, 1411 SETTLES

1513 E 17TH ST, BIG SPRING, TEXAS 79720 – E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES – OWNER: CHRISTINE BAKER, 1513 E 17TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 – LT 6, BK 6, PORTER 50X140 362 0.161 ACRES ACQ 121818 – OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 4, BK F, EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES – OWNER: MARGIE ARSIAGA GARCIA

811 W 8TH ST, BIG SPRING, TEXAS 79720 – LESS 65X40 OF LT 1, BK 7, CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES – OWNER: RAUL J MARQUEZ

715 ANNA, BIG SPRING, TEXAS 79720 – LT 8, BK 12, SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES – OWNER: ROSA RODRIGUEZ

108 LOCKHART, BIG SPRING, TEXAS 79720 – LT 2, BK 6, LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022– OWNER: TIMOTHY EDWARD WILSON

1311 MADISON, BIG SPRING, TEXAS 79720 – LT 19, BK 8, WRITGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES– OWNER: SHEREDA MINTZ

1510 WOOD, BIG SPRING, TEXAS 79720 – LT 14, BK 1A, BELVUE 70X125 1304 ACQ 021222021 BLK/TRACT 1-A 0.201 ACRES– OWNER: JEFREY WISER

1514 WOOD, BIG SPRING, TEXAS 79720 – LT 12, BK 1A, BELVUE 70X125 1302 ACQ 02122021 0.201 ACRES – OWNER: JEFREY WISER

1513 WOOD, BIG SPRING, TEXAS 79720 – LT 7, BK 2A, BELVUE 50X125 1274 ACQ 02122021 0.143 ACRES – OWNER: JEFREY WISER

1109 E 4TH ST, BIG SPRING, TEXAS 79720 – LT 11, BK 19, BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES – OWNER: JOSEPH A DEERING AND DOROTHY L. DEERING

1607 E 3RD ST, BIG SPRING, TEXAS 79720 – Acres 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ACRES ACQ 11262019 – OWNER: CASEY'S CAMPERS, LLC

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720 – SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014– OWNER: BIG SPRING MULTI-FAMILY #1 LP

1309 GRAFA STREET, BIG SPRING, TEXAS 79720 – LT 17 BK 15 MONTICELLO 60X125 212 ACQ 010402 BLK/TRACT 15 0.172 ACRES – OWNER: JUDY AND DAVID SAUSMAN

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 LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING

Nick Reyna, Building Official



EXHIBIT M-6

EXHIBIT M-7

WAIVER OF LIABILITY

*Fax: received, To Ashley
5:01pm.*

To: 4322647024

From: 4095484250

Date: 2023-03-07

Time: 16:44

Subject: Mr. Elvis E. Payne (409) 543-9510

↓ Contact

Message:

--

Kindly find the documents attached. Contact information included in the subject line.

RELEASE AND WAIVER OF LIABILITY FOR PRIVATE PROPERTY DEBRIS

REMOVAL / HOME DEMOLITION

I/WE, the undersigned property owner(s) certify that I am/we are the owner(s) with authority to grant access to the property, or the authorized agent of such person. Hereby giving consent to access and remove the home, structures, personal property and/or debris from my/our private property located at:

**1806 SETTLES ST, S/47.5' LT 7 ALL LT 8 BK 3 SETTLES
(100X125.5) 1147 0.28 ACRES**

by the City of Big Spring, and relinquish and waive any and all claim(s) of liability that I/WE may have or subsequently incur against the City of Big Spring as a result thereof with respect to damages of any type whatsoever to the above described personal property and fixtures situated thereon, bodily injury, and/or death to persons on the property caused incidentally, unintentionally or in the ordinary course of the debris removal. I/WE do further acknowledge that despite the City of Big Spring's best efforts to completely remove all debris, small pieces of debris may remain, and I/WE do further release the City of Big Spring from any and all liability resulting from such circumstance. I/WE forever release, discharge the City of Big Spring, its officers, employees, agents, and/or contractors from every claim of every kind and character as a result of this work.

I/WE understand and accept that the City of Big Spring will file a lien against the property for the service of removing the home, structures, and/or debris.

I/WE understand that I/WE will not interfere with the operations of the City of Big

A handwritten signature in black ink, appearing to read "John L. Lacy", is written over a horizontal line.

Spring in this agreed to matter, and we will direct any employees, children, and others we supervise to stay clear of the area as the City of Big Spring proceeds with the work.

Elvis Payne
PROPERTY OWNER

3-7-23
DATE

Ramon Payne
PROPERTY OWNER

3-7-23
DATE

STATE OF TEXAS §
 JEFFERSON §
COUNTY OF HOWARD §

BEFORE ME, the undersigned authority, on this day personally appeared Elvis E. Payne, known to me to be the person and/or official whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

[Seal]



Christina Hernandez
Notary Public, State of Texas

STATE OF TEXAS §
 JEFFERSON §
COUNTY OF HOWARD §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person and/or official whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

[Seal]

Notary Public, State of Texas

To: 4322647024

From: 4095484250

Date: 2023-03-07

Time: 16:48

Subject: Mr. Elvis E. Payne (409) 543-9510

Message:

--

Kindly find the documents attached. Contact information included in the subject line.

RELEASE AND WAIVER OF LIABILITY FOR PRIVATE PROPERTY DEBRIS

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(100X125.5) 1147 0.28 ACRES**

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I/WE understand that I/WE will not interfere with the operations of the City of Big



Spring in this agreed to matter, and we will direct any employees, children, and others we supervise to stay clear of the area as the City of Big Spring proceeds with the work.

Elvis Payne
PROPERTY OWNER

3-7-23
DATE

Ramon Payne
PROPERTY OWNER

3-7-23
DATE

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 JEFFERSON §
COUNTY OF HOWARD §

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[Seal]



Christina Hernandez
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HOWARD §

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[Seal]

Notary Public, State of Texas

To: 4322647024

From: 4095484250

Date: 2023-03-07

Time: 16:54

Subject: Mr. Elvis E. Payne (409) 543-9510

Message:

--
Kindly find the documents attached. Contact information included in the subject line.

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REMOVAL / HOME DEMOLITION

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**1806 SETTLES ST, S/47.5' LT 7 ALL LT 8 BK 3 SETTLES
(100X125.5) 1147 0.28 ACRES**

by the City of Big Spring, and relinquish and waive any and all claim(s) of liability that I/WE may have or subsequently incur against the City of Big Spring as a result thereof with respect to damages of any type whatsoever to the above described personal property and fixtures situated thereon, bodily injury, and/or death to persons on the property caused incidentally, unintentionally or in the ordinary course of the debris removal. I/WE do further acknowledge that despite the City of Big Spring's best efforts to completely remove all debris, small pieces of debris may remain, and I/WE do further release the City of Big Spring from any and all liability resulting from such circumstance. I/WE forever release, discharge the City of Big Spring, its officers, employees, agents, and/or contractors from every claim of every kind and character as a result of this work.

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Spring in this agreed to matter, and we will direct any employees, children, and others we supervise to stay clear of the area as the City of Big Spring proceeds with the work.

Elvis Payne
PROPERTY OWNER

3-7-23
DATE

Ramon Payne
PROPERTY OWNER

3-7-23
DATE

STATE OF TEXAS §
 JEFFERSON §
COUNTY OF HOWARD §

BEFORE ME, the undersigned authority, on this day personally appeared Elvis E. Payne, known to me to be the person and/or official whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

[Seal]



Christyna Hernandez
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HOWARD §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person and/or official whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

[Seal]

Notary Public, State of Texas

406 ½ DOUGLAS

CODE OFFICER: ROY MARQUEZ

STATE OF TEXAS

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§

COUNTY OF HOWARD

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**AFFIDAVIT OF ROY MARQUEZ
CONCERNING 406 1/2 DOUGLAS**

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

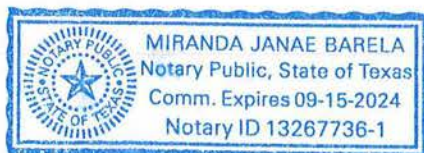
“My name is **ROY MARQUEZ**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

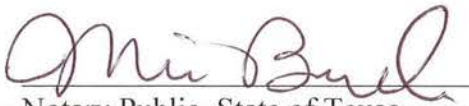
“I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **406 1/2 DOUGLAS** 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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

STATE OF TEXAS

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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:

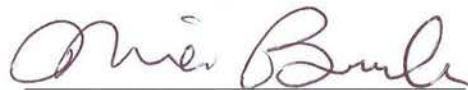
LT 4 BK F EARLES 50x130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES
of Big Spring, Howard County, Texas, also known as **406 1/2 DOUGLAS**, Big
Spring, Texas

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 **MARGIE ARSIAGA GARCIA** is the
owner of the property located at the above-described premises and their mailing address is **406**
1/2 DOUGLAS, Big Spring, Howard County, Texas, as shown in **Exhibit O-1**.

SIGNED on the 20TH day of March 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above
referenced Affiant.

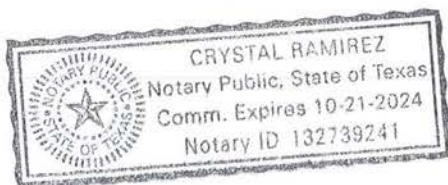

Notary Public, State of Texas

EXHIBIT O-1

HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000004124

Geo ID : B3180003900

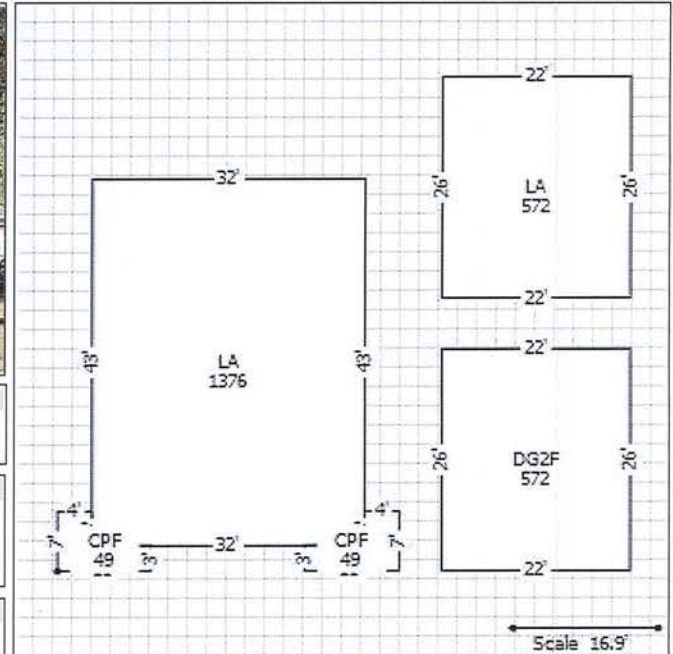
1/1

Ownership	Exemptions/Deed
GARCIA MARGIE ARSIAGA 406 DOUGLAS BIG SPRING, TX 79720	VOL: 1243 PAGE: 126 DATE: 11/4/2011



Appraisal Coding	
Appr By JD	Appr Dt 10/27/21
Check By	Check Dt

Legal Information	
LEGAL: LT 4 BK F EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES SITUS: 406 DOUGLAS ACRES:0.149 ALT:4124 XREF:4124.1	



Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
11/4/11		1243	126	0	11/4/11	+++++	+++++	GARCIA MARGIE ARSIAGA	HERRERA SANTIAGO
2/18/10		1168	487	0	11/4/11	+++++	+++++	HERRERA SANTIAGO	HERRERA SANTIAGO &
7/12/07		1056	534	0	11/4/11	+++++	+++++	HERRERA SANTIAGO &	HOWARD COUNTY TRUSTEE

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	Feature Code	Cpsf / Value
LA-LIVING AREA	Y	1930/NA	RS3F	1,376	89.40	123,014	0 VP	-95%		0%	-40%	0%	100%	0%	0%	-97.0%	3,691	AST-1 STORY	0
CPF-COVERED PORCH FR	Y	1930/NA	RS3F	49	13.41	657	0 VP	-95%		0%	-40%	0%	100%	0%	0%	-97.0%	20	AUT-ALL	0
CPF-COVERED PORCH FR	Y	1930/NA	RS3F	49	13.41	657	0 VP	-95%		0%	-40%	0%	100%	0%	0%	-97.0%	20	CRM-COMPOSITION	0
DG2F-DETACHED GARAGE	Y	1930/NA	RS3F	572	54.02	30,899	0 VP	-95%		0%	-40%	0%	100%	0%	0%	-97.0%	927	EHC-WALL	0
STG2F-AVG QUALITY ST	Y	1930/NA	RS3F	572	11.00	6,292	0 VP	-95%		0%	-40%	0%	100%	0%	0%	-97.0%	189	FET-FRAME	0
LA-LIVING AREA		1930/NA	RS3F	572	89.40	51,137	0 PO	-90%		0%	0%	0%	100%	0%	0%	-90.0%	5,114	GRT-GABLE	0
* EXTRA FEATURES								14630									439	PFN-PIER AND BE	0
				=====		=====		=====									=====	2BT-2 BATHS	439
				3,190		212,656		14,630									10,400		=====
SQFT MA: 1948 MKT CSF MA: 6.263 CSF IMPR: 5.339 LOC CODE: WC																			

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/130.0 DF LOTS	40.0		36.00	FCT,	-10%	-200	Y	1,800	A1						0

Comments	
----------	--

2023	Ptd	Change +/-	Prior	2022	Ptd	Entity / Description	Exemption	Txbl Value	Rate Per \$100	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Coding
Impr Homesite +	10,400	A1	-363	10,763	A1	01H HOWARD COUNTY	5,000	7,200	.3275450		23.58		BSISDW
Land Homesite +	1,800	A1	0	1,800	A1	02B CITY OF BIG SPRING	10,000	2,200	.6731630		14.81		WC22
Total Market =	12,200		-363	12,563		03B BIG SPRING ISD	12,200	0	1.0160000	2019	0.00		
Assessed =	12,200		-363	12,563		052 HOWARD COLLEGE	5,000	7,200	.2367770		17.05		
						** ESTIMATED TOTAL					55.44		

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
406 1/2 DOUGLAS 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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT O-2

NOTES

Incident Notes:

THERE IS LARGE PILES OF ACCUMULATED ITEMS, TRASH, DEBRIS, WOOD, METAL, FURNITURE, TIRES, MATTRESSES, NUMEROUS MISCELLANOUS ITEMS. ALL THIS NEEDS TO BE PICKED UP AND PROPERLY DISPOSED AT LANDFILL. IT IS ASKED THAT PROPERTY BE MAINTAINED ON REGULAR BASIS.

Task #: 114115 - INSPECT ACCUMULATED - 1/09/2023

ON 1-4-23 @ 14:33 CODE ENFORCEMENT ROY MARQUEZ INSPECTED PROPERTY FOR ACCUMULATED ITEMS VIOLATION, FOUND LARGE PILES OF TRASH, DEBRIS, WOOD, METAL, TIRES, MISCELLANOUS ITEMS IN BACKYARD AREA. PICTURES WERE TAKEN, LETTER WILL BE SENT.

Task #: 114116 - ACCUMULATED ITEMS - 1/09/2023

Task #: 114394 - REINSP ACCUMLTD ITEM - 1/31/2023

ON 1-25-23 @ 11:09 CODE ENFORCEMENT ROY MARQUEZ REINSPECTED PROPERTY FOR ACCUMULATED ITEMS, PROPERTY SHOWS SOME IMPROVEMENT AS ITEMS ARE BEING TAKEN FROM SITE, ALTHOUGH SOME ITEMS FOUND OUT INTO THE ALLEY. PROPERTY HAS NOT BEEN TOTALLY ABATED. OWNER HAS NOT MADE CONTACT WITH OFFICER AT THIS TIME. WILL PROCEED WITH REFERRAL COMPLAINT TO COUNCIL ABATEMENT BOARD FOR ABATEMENT.

Task #: 114395 - ISSUE COMPLAINT - 1/31/2023

NOTES

Incident Notes:

THE STRUCTURE ON THIS PROPERTY DOES NOT MEET MINIMUM BUILDING STANDARDS. THE STRUCTURE NEEDS TO BE BROUGHT UP TO BUILDING CODE, AS IT IS DEEMED A SAFETY HAZARD. EXTERIOR OF STRUCTURE IS NOT MAINTAINED WITH MISSING WINDOWS AND DOORS.

Task #: 114110 - INSPECT SUBSTANDARD - 1/09/2023

ON 1-4-23 @ 14:34 CODE ENFORCEMENT ROY MARQUEZ INSPECTED PROPERTY FROM A COMPLAINT FOR SUBSTANDARD STRUCTURE VIOLATION, FOUND UNSECURED WINDOWS/DOORS. PICTURES WERE TAKEN, LETTER WILL BE SENT.

ON 1-25-23 @ 11:09 CODE ENFORCEMENT ROY MARQUEZ REINSPECTED PROPERTY FOR SUBSTANDARD STRUCTURE, PICTURES WERE TAKEN, STRUCTURE IS IN THE SAME CONDITION, NO PROGRESS. A COMPLAINT REFERRAL WILL BE SENT TO COUNCIL ABATEMENT BOARD FOR ABATEMENT.

Task #: 114111 - SUBSTANDARD BLD - 1/09/2023

Task #: 114392 - REINSPECT SUBSTANDARD - 1/31/2023

Task #: 114393 - ISSUE CITATION - 1/31/2023

TASK PROGRESS NOTE

UPDATE ON 3-2-23

ON 3-2-23 @ 9:20 AM CODE ENFORCEMENT OFFICER ROY MARQUEZ OBTAINED AN ADMINISTRATIVE WARRANT FOR PROPERTY AT 406 ½ DOUGLAS, AS IT WAS QUESTIONED IF STRUCTURE ON REAR OF PROPERTY HAD SUSTAINED FIRE DAMAGE AND IF STRUCTURE NEEDED TO BE DEMOLISHED. SERVED WARRANT ON 3-2-23 @ 9:52 AM. NO ONE WAS FOUND AT PROPERTY. LEFT WARRANT ON DOOR WHICH WAS ALREADY OPEN UPON ARRIVAL. TOOK PICTURES OF INTERIOR AND EXTERIOR OF STRUCTURE, FOUND NO FIRE DAMAGE, THERE WAS SOME PERSONAL BELONGINGS IN IT. STRUCTURE HAS UNSAFE STAIRWAY, DOORS LACK ANYWAY OF SECURING, FLOORING IS QUESTIONABLE AS IT IS UPSTAIRS AS TO IT BEING ABLE TO SUSTAIN ANY LOAD. INTERIOR HAS DAMAGE TO CEILING ROOF, INADEQUATE INTERIOR LIGHTING, WINDOWS HAVE BEEN COVERED BY OWNER, WITH PLYWOOD, CARDBOARD AND PLASTIC. STRUCTURE IS DEEMED TO BE UNSANITARY, UNFIT FOR HUMAN HABITATION, RISK OF FIRE, BUILDING COLLAPSE AND A THREAT TO LIFE AND SAFETY.

ON 3-2-23 @ 11:15 AM CODE ENFORCEMENT ROY MARQUEZ WENT TO PROPERTY TO SPEAK TO PROPERTY OWNER AND HER BOYFRIEND. EXPLAINED WHAT THE WARRANT WAS FOR AND SHOWED THEM BOTH THE VIOLATIONS FOUND WITH THE STRUCTURE, AND THE BOYFRIEND ADMITTED THAT HE IS THE PERSON LIVING THERE. THEY BOTH WERE IN AGREEMENT ON THE ISSUES NEEDING TO BE CORRECTED FOR ANYONE TO LIVE THERE. ADVISED PROPERTY OWNER THAT CITY COUNCIL HAS ALREADY GIVEN PERMISSION TO ABATE PROPERTY AND SHE HAS AROUND 25 DAYS TO FIX WHAT IS NEEDED. SHE STATED SHE UNDERSTOOD AND WILL DO WHAT SHE CAN AND BOYFRIEND STATED HE IS HELPING HER DO WHAT IS NEEDED.

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
PHOTOGRAPHS TAKEN BY ROY MARQUEZ**

“With regard to the photographs in **Exhibits O-3, O-4, and O-5** I am familiar with and recognize the scene depicted in the photographs. On January 4, 2023, January 25, 2023, and March 2, 2023. I inspected the property described as:

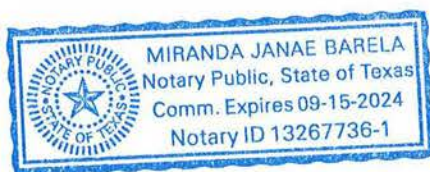
LT 4 BK F EARLES 50x130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES
of Big Spring, Howard County, Texas, also known as **406 1/2 DOUGLAS**, Big Spring, Texas

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

SIGNED on the 20TH day of March 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above referenced Affiant.

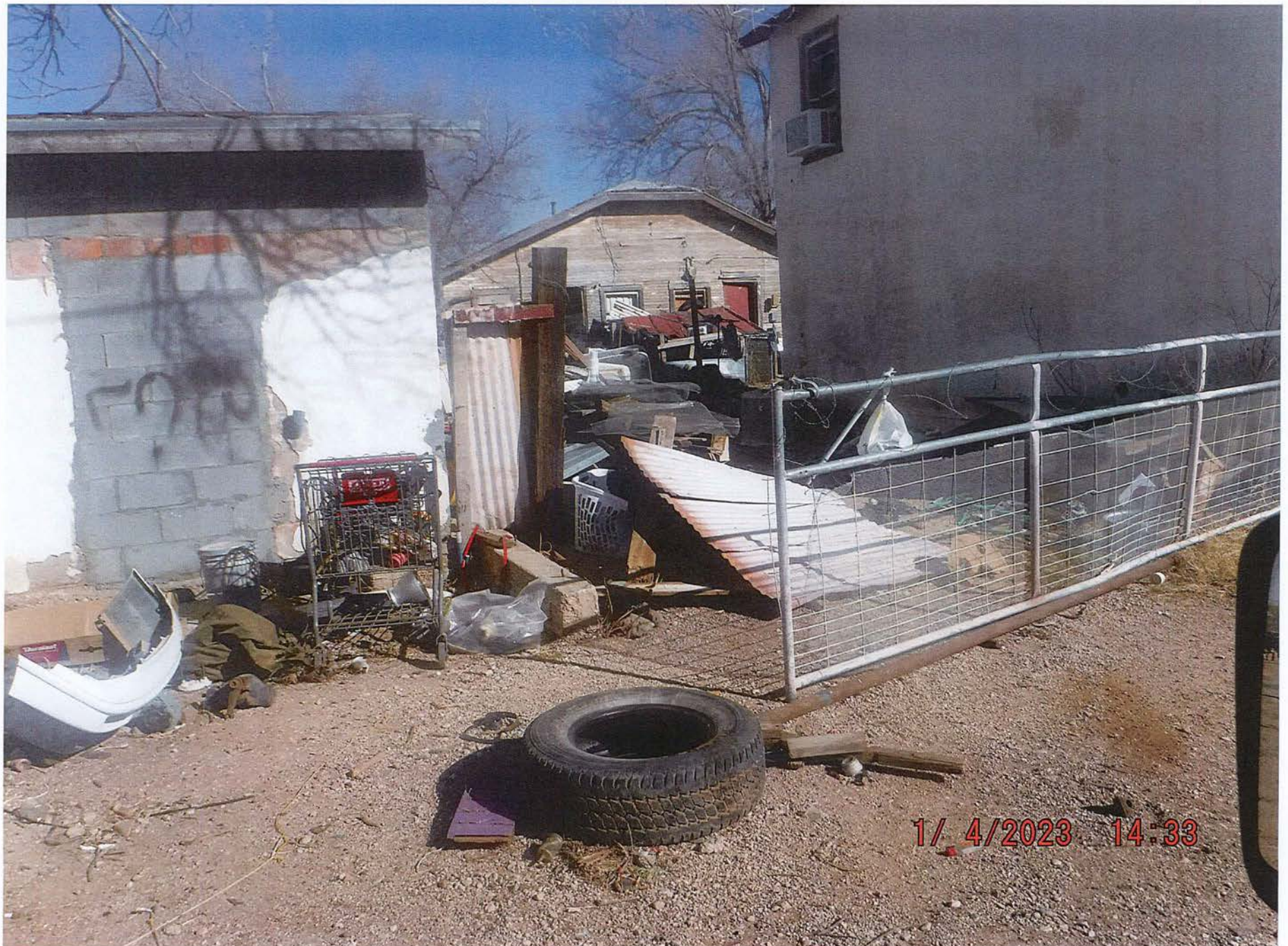



Notary Public, State of Texas

EXHIBIT O-3







INSPECTION PICTURES 1-04-23





1/ 4/2023 14:34





EXHIBIT O-4

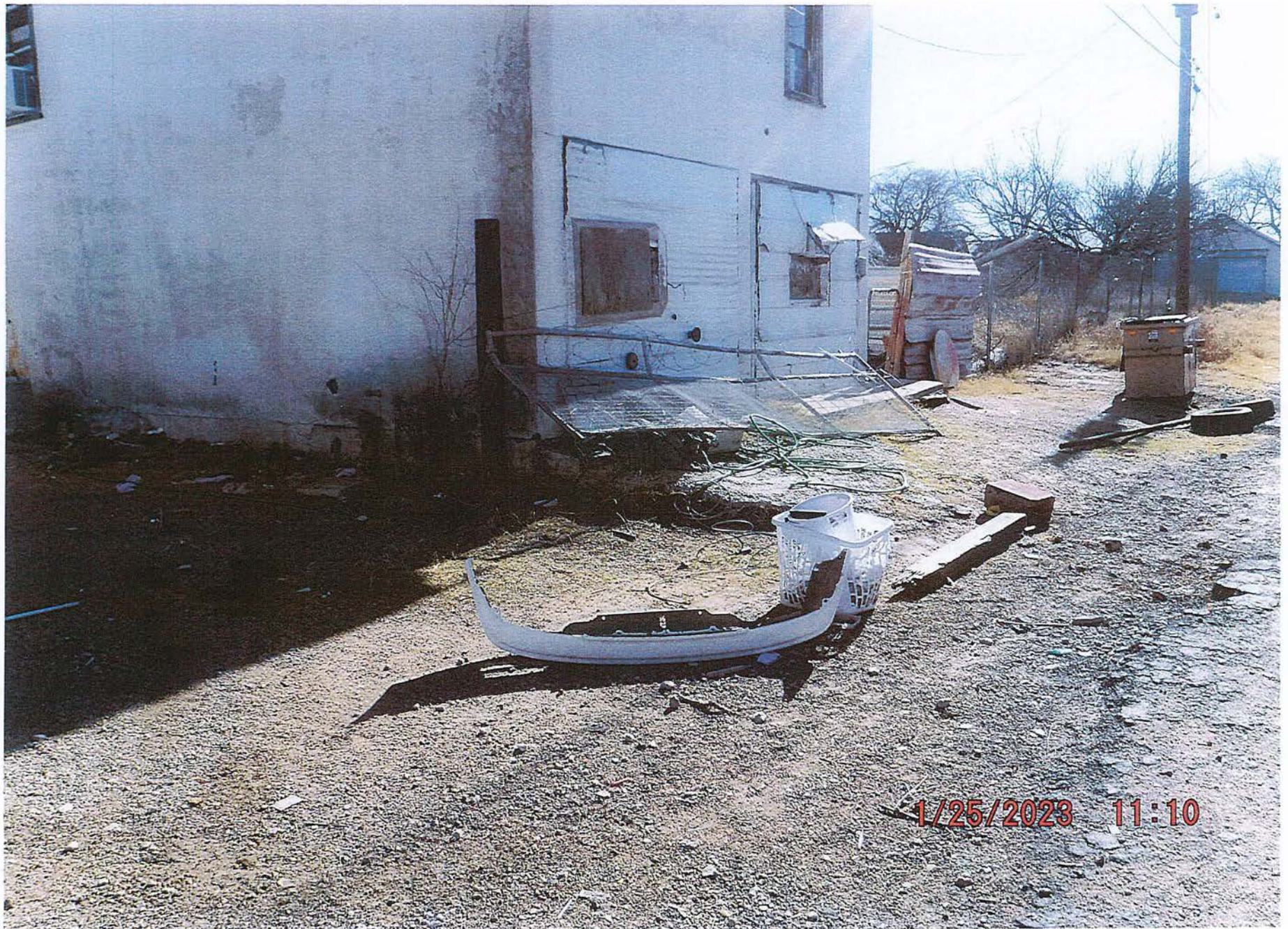








1/25/2023 11:10









REINSPECTION PICTURES 1-25-23









EXHIBIT O-5

THE STATE OF TEXAS
CITY OF BIG SPRING
HOWARD COUNTY

THE STATE OF TEXAS
HOWARD COUNTY, Texas
ordinance to the city

WHEREAS, the
Ordinance Code
includes the, which
the verified facts
concerning the

NOW, THEREFORE,
the said ordinance
may the health,
safety, and the
welfare of the

Health and the
safety of the

Enacted at the
city of which

NOTICE OF VIOLATION



CODE ENFORCEMENT
217 EAST THIRD

ADDRESS 406 1/2 Dover
DATE 3/2/2023
OFFICER P. J. [Signature]

The Code Enforcement Officer was in your
neighborhood and the following violations were
noted at this address.

El Oficial Ejecutivo de Códigos vino a su propiedad
y encontró las siguientes violaciones incluidas en
esta descripción:

* High Weeds and Grass
Hierbas altas y Zonas altas

* Trash and Rubbish
Desecho y Desechos

* No Picketed Aesthetics
Código de Aestética no cumplido

* Junk Vehicles
Vehículos de chatarra

X Other Substandard
Código Substandard
Comentarios unsubstandard
de la estructura

Please call 204-2700 should you have any questions.

City of the City of Big Spring,
Ordinance the present and a
future regulation, statute, or

the said ordinance is a rule
and order to maintain
safety, and health of the
city and its people.

the said ordinance is a rule
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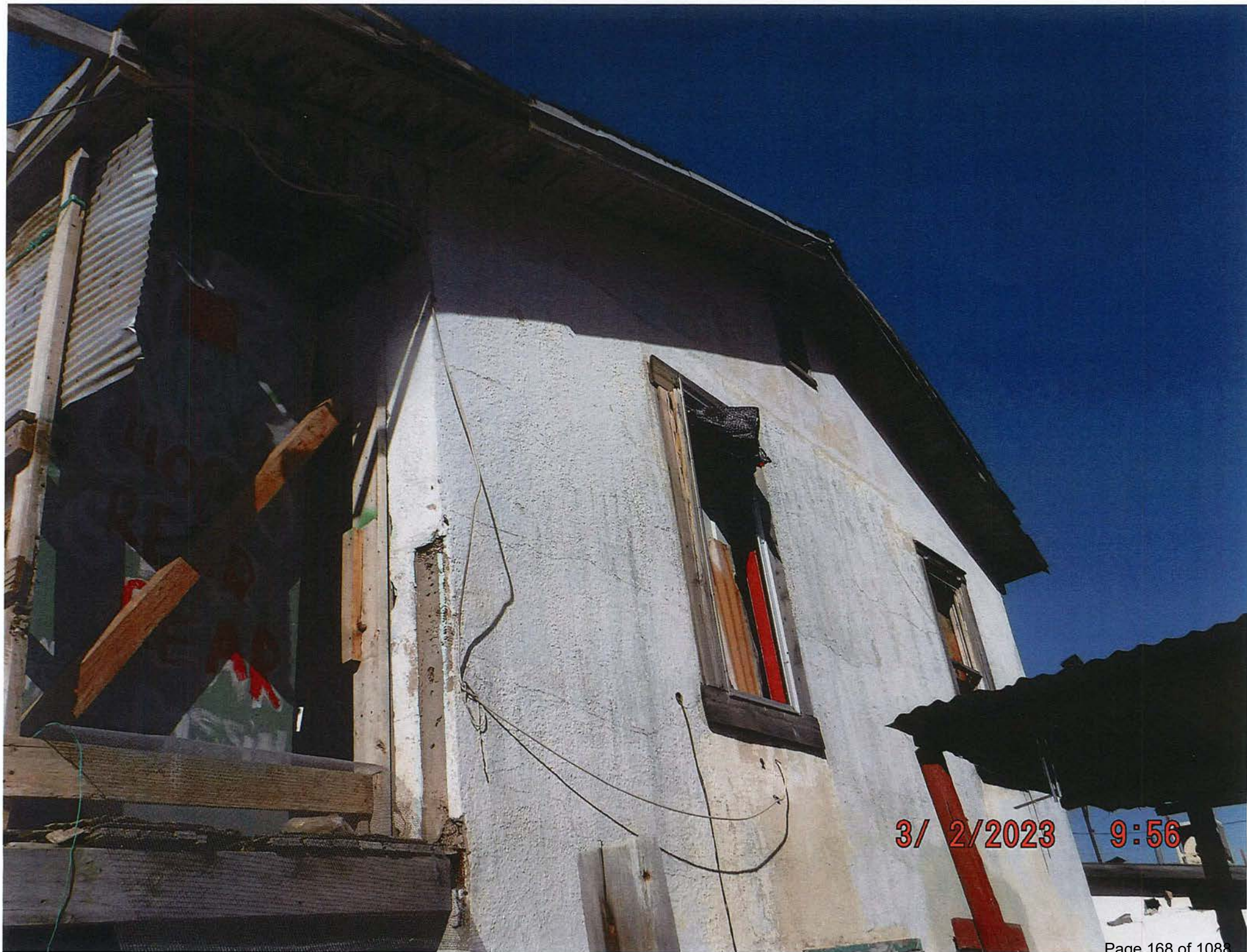
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safety, and health of the
city and its people.





3/ 2/2023

9:56



3/ 2/2023 9:57



3/ 2/2023 9:54





STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY ROY MARQUEZ**

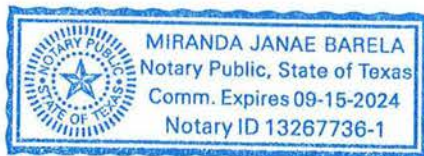
“The document in **Exhibit O-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT O-6



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

406 ½ DOUGLAS
LT 4 BK F EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES

January 9, 2023

Case No: 72026

MARGIE ARSIAGA GARCIA
406 DOUGLAS ST.
BIG SPRING TX 79720-2200

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 LARGE PILES OF ACCUMULATED ITEMS, TRASH, DEBRIS, WOOD, METAL, FURNITURE, TIRES, MATTRESSES, NUMEROUS MISCELLANEOUS ITEMS. ALL THIS NEEDS TO BE PICKED UP AND PROPERLY DISPOSED AT LANDFILL. IT IS ASKED THAT PROPERTY BE MAINTAINED ON REGULAR BASIS.

Seven (7) days from date of mailing

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

Issued by

Roy Marquez

Name

Code Compliance

Department

432.264.2507

Phone

rmarquez@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,


Code Compliance Officer
City of Big Spring, Texas



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

406 ½ DOUGLAS

LT 4 BK F EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES

MARGIE ARSIAGA GARCIA
406 DOUGLAS ST
BIG SPRING TX 79720

Case No: 72022

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 property of structure is not maintained with missing windows and doors and is determined to be as unsafe, does not meet minimum building standards and needs to be brought up to building code.

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

Corrective Action Required

Deadline for Compliance

THE STRUCTURE ON THE PROPERTY DOES NOT MEET MINIMUM BUILDING STANDARDS, AND IT NEEDS TO BE BROUGHT UP TO BUILDING CODE. THE EXTERIOR OF STRUCTURE IS NOT MAINTAINED WITH MISSING WINDOWS AND DOORS.

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

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.

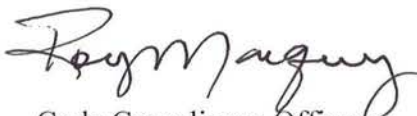
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, 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



Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

406½ DOUGLAS, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 4 BK F EARLES 50x130
625 ACQ 110411 BLK/TRACT F 0.149 ACRES

March 3, 2023

Margie Arsiaga Garcia
406½ Douglas St
BIG SPRING TX 79720

Sent via: Certified Mail, Return Receipt Requested

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 (12) 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.
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

Seven (7) days from date of mailing

The accessory building or garage apartment or shed in the back must be demolished. 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 remnants from the building collapsing, water hose, trash, household furniture and several other accumulated items that need to be removed from the property.

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



Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

406½ DOUGLAS, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 4 BK F EARLES 50x130
625 ACQ 110411 BLK/TRACT F 0.149 ACRES

March 14, 2023

Margie Arsiaga Garcia
406½ Douglas St
BIG SPRING TX 79720

Sent via: Certified Mail, Return Receipt Requested

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 (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.

305.1.1 Unsafe Conditions

Structural members have deterioration or distress that appears to reduce their load-carrying capacity. Stairs, landings, balconies, and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

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. 302.4 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 large piles of trash, wood, debris, metal , furniture, tires, mattresses, 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. The property does not meet minimum building stadards, and it needs to be demolished. The exterior is also not maintained and is mssing doors and windows. The structure is unsafe to live in and a hazard to the public.	Seven (7) days from date of mailing

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

Issued by

<u>Roy Marquez</u>	<u>Code Compliance</u>
<i>Name</i>	<i>Department</i>
<u>432-264-2507</u>	<u>rmarquez@mybigspring.com</u>
<i>Phone</i>	<i>E-mail</i>

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 **March 28th, 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,

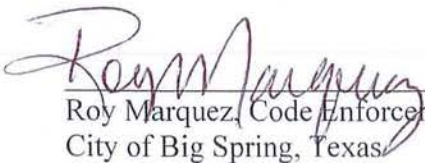

Roy Marquez, Code Enforcement
City of Big Spring, Texas

EXHIBIT O-7

Tracking Number:

Remove X

9171082133393629908554

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 3:10 pm on March 16, 2023 in BIG SPRING, TX 79720.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered

Delivered, Left with Individual

BIG SPRING, TX 79720
March 16, 2023, 3:10 pm

See All Tracking History

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus[®]



Product Information



See Less ^

Track Another Package



Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

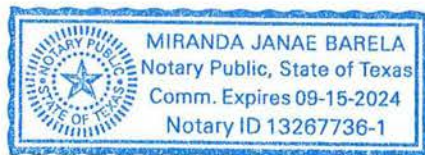
“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **March 28, 2023**, attached as **Exhibit O-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 14, 2023.

This notice was also published in the Big Spring Herald on March 14, 2023.”

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



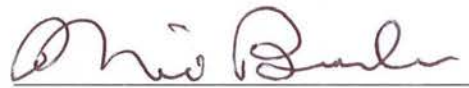

Notary Public, State of Texas

EXHIBIT O-8



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

813 W 8TH ST, BIG SPRING, TEXAS 79720 – LT 2, BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 – OWNER: LUIS LLAMAS SOLIS

1910 SCURRY ST, BIG SPRING, TEXAS 79720 – LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES – OWNER: JERRY T WALTON, JUANITA H WALTON

1207 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 10, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES – OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 – S/47.5' LT 7, BK 3, (100X125.5) 1147 0.28 ACRES – OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 5-6, BK F EARLES, 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES – OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 – N/50 SE/ OF BK 44 BAUER 50X140 059 0.161 ACRES – OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT AMANDA GAIL EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 – LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES– OWNER: JOHNNY LEE PUGA, 1411 SETTLES

1513 E 17TH ST, BIG SPRING, TEXAS 79720 – E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES – OWNER: CHRISTINE BAKER, 1513 E 17TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 – LT 6, BK 6, PORTER 50X140 362 0.161 ACRES ACQ 121818 – OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 4, BK F, EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES – OWNER: MARGIE ARSIAGA GARCIA

811 W 8 TH ST, BIG SPRING, TEXAS 79720 – LESS 65X40 OF LT 1, BK 7, CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES – OWNER: RAUL J MARQUEZ

715 ANNA, BIG SPRING, TEXAS 79720 – LT 8, BK 12, SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES – OWNER: ROSA RODRIGUEZ

108 LOCKHART, BIG SPRING, TEXAS 79720 – LT 2, BK 6, LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022– OWNER: TIMOTHY EDWARD WILSON

1311 MADISON, BIG SPRING, TEXAS 79720 – LT 19, BK 8, WRITGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES– OWNER: SHEREDA MINTZ

1510 WOOD, BIG SPRING, TEXAS 79720 – LT 14, BK 1A, BELVUE 70X125 1304 ACQ 021222021 BLK/TRACT 1-A 0.201 ACRES– OWNER: JEFREY WISER

1514 WOOD, BIG SPRING, TEXAS 79720 – LT 12, BK 1A, BELVUE 70X125 1302 ACQ 021222021 0.201 ACRES – OWNER: JEFREY WISER

1513 WOOD, BIG SPRING, TEXAS 79720 – LT 7, BK 2A, BELVUE 50X125 1274 ACQ 021222021 0.143 ACRES – OWNER: JEFREY WISER

1109 E 4TH ST, BIG SPRING, TEXAS 79720 – LT 11, BK 19, BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES – OWNER: JOSEPH A DEERING AND DOROTHY L. DEERING

1607 E 3RD ST, BIG SPRING, TEXAS 79720 – Acres 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ACRES ACQ 11262019 – OWNER: CASEY'S CAMPERS, LLC

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720 – SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014– OWNER: BIG SPRING MULTI-FAMILY #1 LP

1309 GRAFA STREET, BIG SPRING, TEXAS 79720 – LT 17 BK 15 MONTICELLO 60X125 212 ACQ 010402 BLK/TRACT 15 0.172 ACRES – OWNER: JUDY AND DAVID SAUSMAN

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 LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING

Nick Reyna, Building Official



3/13/2023 13:33

108 LOCKHART

CODE OFFICER: ROY MARQUEZ

STATE OF TEXAS

COUNTY OF HOWARD

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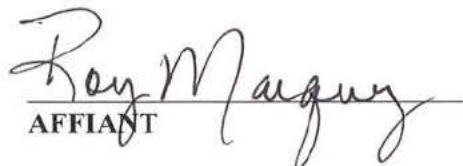
**AFFIDAVIT OF ROY MARQUEZ
CONCERNING 108 LOCKHART**

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

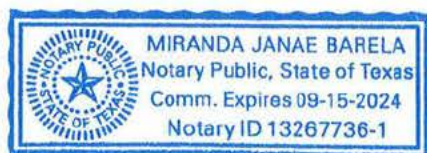
“My name is **ROY MARQUEZ**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

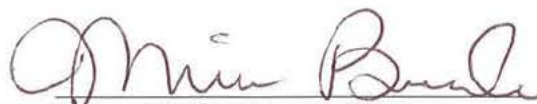
“I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **108 LOCKHART**, 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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF HOWARD

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**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 2 BK 6 LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022 of Big
Spring, Howard County, Texas, also known as **108 LOCKHART**, 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.

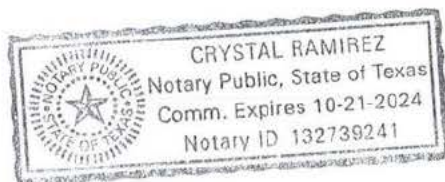
Using the above-described records, I verified that **TIMOTHY EDWARD WILSON** is the
owner of the property located at the above-described premises and their mailing address is **108
LOCKHART**, Big Spring, Howard County, Texas, as shown in **Exhibit B-1**.

SIGNED on the 20TH day of March, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above
referenced Affiant.



Notary Public, State of Texas

EXHIBIT B-1

HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000006183

Geo ID : B4110005400

1/1

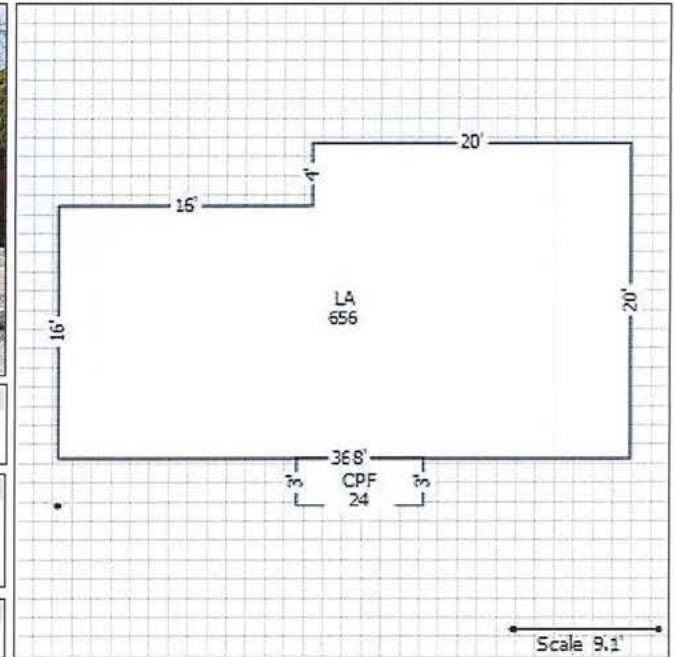
Ownership	Exemptions/Deed
WILSON TIMOTHY EDWARD 108 LOCKHART BIG SPRING, TX 79720	INST: 2022-00005244 VOL: 2086 PAGE: 590 DATE: 6/13/2022



Appraisal Coding	
Appr By JD	Appr Dt 03/05/21
Check By	Check Dt

Legal Information
LEGAL: LT 2 BK 6 LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022 SITUS: 108 LOCKHART ACRES:0.161 ALT:6183 XREF:6183.1

UNCERTIFIED



Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
6/13/22		2086	590	2022-00005244	6/13/22	+++++	+++++	WILSON TIMOTHY EDWARD	MONDIER DANIEL
7/6/20		1925	269	2020-00005268	7/6/20	+++++	+++++	MONDIER DANIEL	SPIVEY LORI E
8/5/19		1843	246	201900007737	8/5/19	+++++	+++++	SPIVEY LORI E	SPIVEY JOSHUA

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	Feature Code	Cpsf / Value
LA-LIVING AREA	Y	1957/NA	RS3F	656	111.13	72,901	0 VP	-86%	0%	0%	0%	100%	0%	-86.0%	10,206	AST-1 STORY	0
CPF-COVERED PORCH FR	Y	1957/NA	RS3F	24	16.67	400	0 VP	-86%	0%	0%	0%	100%	0%	-86.0%	56	AUT-ALL	0
				=====		=====	=====								=====		
				680		73,301	0								10,262	EHC-WALL	0
																FET-FRAME	0
																GRT-GABLE	0
																SFN-SLAB	0
																1BT-1 BATH	0
																CRM-COMPOSITION	0
																=====	
																0	
SQFT MA: 656 MKT CSF MA: 18.692 CSF IMPR: 15.643 LOC CODE: WC																	

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mk: 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		40.00		0%		Y	2,000	A1						0
									2,000							

Comments

2023	Ptd	Change +/-	Prior 2022	Ptd	Entity / Description	Exemption	Txbi Value	Rate Per \$100	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Coding
Impr Homesite +	10,262	A1	-670	10,932	A1	0	12,262	.3275450		40.16	EXRME2020	NQ
Land Homesite +	2,000	A1	0	2,000	A1	0	12,262	.6731630		82.54	HSAPPNOT20	BSISDW
Total Market =	12,262		-670	12,932		0	12,262	1.0160000		124.58		WC22
Assessed =	12,262		-670	12,932		0	12,262	.2367770		29.03		
										276.31		

User PERMITS2

Print Date 1/17/2023 9:12:57 AM

Property ID : R000006183

Geo ID : B4110005400

Quick Link :



STATE OF TEXAS

COUNTY OF HOWARD

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CERTIFICATION
108 LOCKHART CASE NOTES

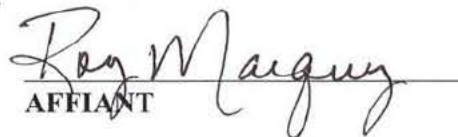
“This record, attached as **Exhibit B-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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.

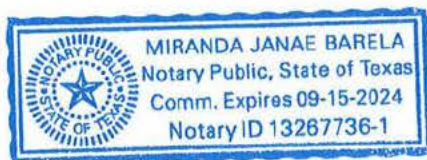
Making this record was a regular practice of that activity.

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 20TH day of March, 2023.


AFFILIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



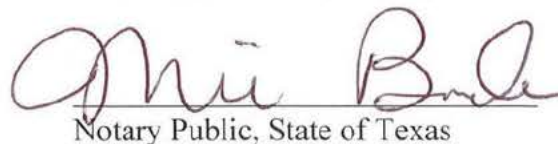

Notary Public, State of Texas

EXHIBIT B-2

NOTES

Incident Notes:

THERE IS LARGE PILES OF ACCUMULATED ITEMS, TRASH, DEBRIS, METAL, WOOD, CLOTHING, HOUSEHOLD ITESM, FURNITURE, MATTRESSES, DEAD WEED AND TREE MATERIAL, NUMEROUS MISCELLANOUS ITEMS IN THE BACKYARD ALL THIS NEEDS TO BE PICKED UP AND PROPERLY DISPOSED AT LANDFILL. IT IS ASKED THAT PROPERTY BE MAINTAINED ON REGULAR BASIS.

Task #: 114195 - INSPECT ACCUMULATED - 1/17/2023

ON 1-10-23 @ 10:54 CODE ENFORCEMENT ROY MARQUEZ INSPECTED PROPERTY FROM NUMEROUS CITIZEN COMPLAINTS FOR ACCUMULATED ITEMS VIOLATION, FOUND NUMEROUSE MISCELLANOUS ITEMS, TRASH, DEBRIS, WOOD, METAL, APPLIANCES, FURNITURE, DEAD TREE/WEED MATERIAL, CLOTHING IN BACKYARD. PICTURES WERE TAKEN, LETTER WILL BE SENT.

ON 1-25-22 @ 10:52 CODE ENFORCEMENT R.MARQUEZ REINSPECTED PROPERTY FOR ACCUMULATED ITEMS, STILL SAME CONDITION. TOOK PICTURES, COMPLAINT REQUESTED TO COUNCIL ABATEMENT BOARD

Task #: 114196 - ACCUMULATED ITEMS - 1/17/2023

Task #: 114359 - ISSUE COMPLAINT - 1/25/2023

Task #: 114360 - COMPLAINT REQUEST - 1/25/2023

NOTES

Incident Notes:

THERE ARE MULTIPLE RV TRAILERS, THREE IN THE BACKYARD WHICH ONE IS DAMAGED BY FIRE AND ONE IS PARKED IN THE FRONT YARD ON THE STREET. RECREATIONAL TRAILERS ARE NOT APPROVED STRUCTURES TO BE USED AS LIVING QUARTERS WITHIN THE CITY LIMITS AND CANNOT BE STORED IN THE MANNER THEY ARE ON THE PROPERTY WITHOUT A PERMIT SPECIFIED BY ORDINANCE. THE TRAILERS ALL APPERAR TO BE DAMAGED AND THEY NEED TO BE REMOVED FROM PROPERTY IMMEDIATELY.

Task #: 114199 - INSPECT RV PARKING - 1/17/2023

ON 1-10-23 @ 10:54 CODE ENFORCEMENT ROY MARQUEZ INSPECTED PROPERTY FROM MULTIPLE CITIZEN COMPLAINTS FOR AN RV PARKING VIOLATION, FOUND FOUR RV TRAILERS THAT ARE HEAVILY DAMAGED PARKED IN BACKYARD AND FRONT YARD ON STREET. PICTURES WERE TAKEN, LETTER WILL BE SENT.

ON 1-25-23 @ 10:52 CODE ENFORCEMENT ROY MARQUEZ REINSPECTED PROPERTY FOR RV PARKING VIOLATION, THE TWO RV TRAILERS IN FRONT YARD AND STREET WERE REMOVED, THE OTHERS IN BACKYARD THAT ARE HEAVILY DAMAGED ARE STILL THERE. PICTURES WERE TAKEN AND WILL SEND COMPLAINT REFFERAL TO COUNCIL ABATEMENT BOARD

Task #: 114200 - RV PARKING LETTER - 1/17/2023

Task #: 114364 - REINSPECT RV PARKING - 1/26/2023

STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION
PHOTOGRAPHS TAKEN BY ROY MARQUEZ**

“With regard to the photographs in Exhibits B-3, B-4, and B-5 I am familiar with and recognize the scene depicted in the photographs. On **January 9, 2023, January 10, 2023, and January 25, 2023**, I inspected the property described as:

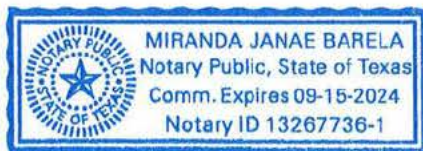
LT 2 BK 6 LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022 of Big Spring, Howard County, Texas, also known as **108 LOCKHART**, Big Spring, Texas

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

SIGNED on the 20TH day of March 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT B-3



INSPECTION PICTURES 1-09-23



EXHIBIT B-4

INSPECTION PICTURES 1-10-23



INSPECTION PICTURES 1-10-23





INSPECTION PICTURES 1-10-23







INSPECTION PICTURES 1-10-23



INSPECTION PICTURES 1-10-23



INSPECTION PICTURES 1-10-23



1/10/2023 10:55

INSPECTION PICTURES 1-10-23



INSPECTION PICTURES 1-10-23



EXHIBIT B-5





REINSPECTION PICTURES 1-25-23



REINSPECTION PICTURES 1-25-23





1/25/2023 10:53

REINSPECTION PICTURES 1-25-23





1/25/2023 10:52

STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY ROY MARQUEZ**

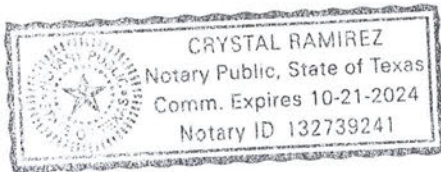
“The document in **Exhibit B-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 23rd day of March, 2023.


AFFIANT

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




Notary Public, State of Texas

EXHIBIT B-6



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

108 LOCKHART ST

LT 2 BK 6 LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022

January 17, 2023

Case No: 72071

TIMOTHY EDWARD WILSON
108 LOCKHART ST
BIG SPRING TX 79720-1725

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

Seven (7) days from date of mailing

THERE IS LARGE PILES OF ACCUMULATED ITEMS, TRASH, DEBRIS, METAL, WOOD, CLOTHING, HOUSEHOLD ITEMS, FURNITURE, MATTRESSES, DEAD WEED AND TREE MATERIAL, NUMEROUS MISCELLANEOUS ITEMS IN THE BACKYARD ALL THIS NEEDS TO BE PICKED UP AND PROPERLY DISPOSED AT LANDFILL. IT IS ASKED THAT PROPERTY BE MAINTAINED ON REGULAR BASIS.

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

Issued by

Roy Marquez

Name

Code Compliance

Department

432.264.2507

Phone

rmarquez@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.

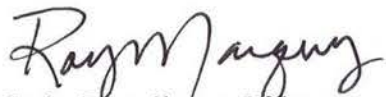
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, 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,



Code Compliance Officer
City of Big Spring, Texas



Code Enforcement

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

VIOLATION OF THE BIG SPRING ZONING CODE AT:

108 LOCKHART ST

LT 2 BK 6 LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022

January 17, 2023

Complaint No: 72073

TIMOTHY EDWARD WILSON
108 LOCKHART ST
BIG SPRING TX 79720-1725

Sent via: First Class US Mail

Dear TIMOTHY EDWARD WILSON:

An inspection of the property located at **108 LOCKHART ST** was conducted to determine the presence of zoning violations concerning a recreational vehicle(s) (RV) or travel trailer(s). 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 RV/TRAVEL TRAILER

The inspection revealed that an RV or travel trailer located on the above-described property is being used as living quarters. Using an RV/travel trailer as living quarters is only authorized as follows: 1) when the RV/travel trailer is located in a legally permitted mobile/manufactured home park; 2) as an emergency residence on the same lot as a residence made uninhabitable by fire, flood, or other natural disaster and occupied during the reconstruction of said residence by the displaced persons with an approved Temporary Use Permit; or 3) for no more than five (5) consecutive days in any thirty (30) day period by obtaining a 5-Day Permit, free of charge, from the Public Works Office.

Our records do not show a Temporary Use Permit or a 5-Day Permit having been issued for use of an RV/travel trailer as living quarters at the above-described property. Therefore, to continue using the RV/travel trailer as living quarters, you are required to remove the RV/travel trailer to a mobile/manufactured home park no later than the tenth (10th) day after the date of this notice.

THERE ARE MULTIPLE RV TRAILERS, THREE IN THE BACKYARD WHICH ONE IS DAMAGED BY FIRE AND ONE IS PARKED IN THE FRONT YARD ON THE STREET. RECREATIONAL TRAILERS ARE NOT APPROVED STRUCTURES TO BE USED AS LIVING QUARTERS WITHIN THE CITY LIMITS AND CANNOT BE STORED IN THE MANNER THEY ARE ON THE PROPERTY WITHOUT A PERMIT SPECIFIED BY ORDINANCE. THE TRAILERS ALL APPEAR TO BE DAMAGED AND THEY NEED TO BE REMOVED FROM PROPERTY IMMEDIATELY.

PENALTY

Should you fail to remove the RV/travel trailer from the above-described property as required by law, a criminal violation may be issued to you via the Municipal Court, which could result in a fine being assessed against you of up to \$2,000. Each day that the violation continues is a separate offense.

APPLICABLE ZONING CODES

SECTION 2.1 – Definition of words and terms.

TRAVEL TRAILER OR RECREATIONAL VEHICLE – a trailer equipped to be transported or towed and used for temporary occupancy, which does not exceed Transportation Code standards. Recreational Vehicles are motorized; travel trailers are towed. Recreational vehicles and travel trailers are prohibited residential living units in the city unless the recreational vehicle or travel trailer is properly authorized pursuant to this code.

SECTION 8-7. – Temporary Use Permits for Travel Trailer or Recreational Vehicles as Living Quarters.

- (a) Permitted. Travel trailers and recreational vehicles are only permitted as living quarters when properly authorized pursuant to this code.
- (b) Emergency Residence. Travel trailers and recreational vehicles may be used as temporary living quarters located on the same lot as a residence made uninhabitable by fire, flood or other natural disaster and occupied by persons displaced by such disaster during the reconstruction of the permanent residence with approved temporary use permit that has a one (1) year term.
- (c) Temporary Use of a Travel Trailer or Recreational Vehicle as Living Quarters. A travel trailer or recreational vehicle may be used temporarily for living quarters for no more than five (5) consecutive days in any thirty (30) day period, except as listed above, by obtaining a five (5) day permit in the Public Works office at no charge. The permit must be displayed in a manner visible to the public.

You may view the City's Zoning Ordinances online by going to https://library.municode.com/tx/big_spring, Big Spring Zoning Ordinance, Article 8, "Supplemental Use Standards."

Sincerely,


Code Enforcement Officer
City of 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

108 LOCKHART, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 2 BK 6 LAKEVIEW
50X140 350 0.161 ACRES ACQ 06132022

March 14, 2023

TIMOTHY EDWARD WILSON
108 LOCKHART
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. 302.4 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
On the property there is a large pile of accumulated items such as trash, debris, metal, wood, clothing, household items, furniture, mattresses and dead weeds and tree materials. The property also has multiple trailers, three in the backyard and one which has been damaged by a fire. There is also one of the trailers parked on the street which recreational trailers are not approved structures to be used as living quarters within the city limits and are not to be stored in this manner. These conditions are unsanitary and unsafe.	Seven (7) days from date of mailing

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

Issued by

<u>Roy Marquez</u>	<u>Code Compliance</u>
<i>Name</i>	<i>Department</i>
<u>432-264-2507</u>	<u>rmarquez@mybigspring.com</u>
<i>Phone</i>	<i>E-mail</i>

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 **March 28th, 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.

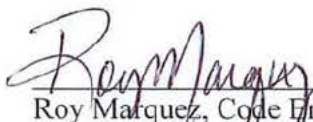
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, 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.icsafe.org/codes/i-codes>.

Sincerely,



Roy Marquez, Code Enforcement
City of Big Spring, Texas

EXHIBIT B-7

Tracking Number:

Remove X

9171082133393629908561

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility

Get More Out of USPS Tracking:

USPS Tracking Plus®

- Delivered
- Out for Delivery
- Preparing for Delivery

Moving Through Network

In Transit, Arriving Late

March 20, 2023

Departed USPS Regional Facility

MIDLAND TX DISTRIBUTION CENTER
March 16, 2023, 2:08 am

See All Tracking History

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less 

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

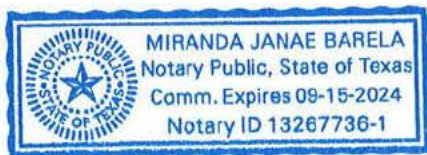
“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **March 28, 2023**, attached as **Exhibit B-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 13, 2023.

This notice was also published in the Big Spring Herald on March 14, 2023.”

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT B-8



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

813 W 8TH ST, BIG SPRING, TEXAS 79720 – LT 2, BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 – OWNER: LUIS LLAMAS SOLIS

1910 SCURRY ST, BIG SPRING, TEXAS 79720 – LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES – OWNER: JERRY T WALTON, JUANITA H WALTON

1207 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 10, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES – OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 – S/47.5' LT 7, BK 3, (100X125.5) 1147 0.28 ACRES – OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 5-6, BK F EARLES, 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES – OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 – N/50 SE/ OF BK 44 BAUER 50X140 059 0.161 ACRES – OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT AMANDA GAIL EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 – LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES– OWNER: JOHNNY LEE PUGA, 1411 SETTLES

1513 E 17TH ST, BIG SPRING, TEXAS 79720 – E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES – OWNER: CHRISTINE BAKER, 1513 E 17TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 – LT 6, BK 6, PORTER 50X140 362 0.161 ACRES ACQ 121818 – OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 4, BK F, EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES – OWNER: MARGIE ARSIAGA GARCIA

811 W 8 TH ST, BIG SPRING, TEXAS 79720 – LESS 65X40 OF LT 1, BK 7, CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES – OWNER: RAUL J MARQUEZ

715 ANNA, BIG SPRING, TEXAS 79720 – LT 8, BK 12, SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES – OWNER: ROSA RODRIGUEZ

108 LOCKHART, BIG SPRING, TEXAS 79720 – LT 2, BK 6, LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022– OWNER: TIMOTHY EDWARD WILSON

1311 MADISON, BIG SPRING, TEXAS 79720 – LT 19, BK 8, WRITGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES– OWNER: SHEREDA MINTZ

1510 WOOD, BIG SPRING, TEXAS 79720 – LT 14, BK 1A, BELVUE 70X125 1304 ACQ 021222021 BLK/TRACT 1-A 0.201 ACRES– OWNER: JEFREY WISER

1514 WOOD, BIG SPRING, TEXAS 79720 – LT 12, BK 1A, BELVUE 70X125 1302 ACQ 02122021 0.201 ACRES – OWNER: JEFREY WISER

1513 WOOD, BIG SPRING, TEXAS 79720 – LT 7, BK 2A, BELVUE 50X125 1274 ACQ 02122021 0.143 ACRES – OWNER: JEFREY WISER

1109 E 4TH ST, BIG SPRING, TEXAS 79720 – LT 11, BK 19, BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES – OWNER: JOSEPH A DEERING AND DOROTHY L. DEERING

1607 E 3RD ST, BIG SPRING, TEXAS 79720 – Acres 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ACRES ACQ 11262019 – OWNER: CASEY'S CAMPERS, LLC

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720 – SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014– OWNER: BIG SPRING MULTI-FAMILY #1 LP

1309 GRAFA STREET, BIG SPRING, TEXAS 79720 – LT 17 BK 15 MONTICELLO 60X125 212 ACQ 010402 BLK/TRACT 15 0.172 ACRES – OWNER: JUDY AND DAVID SAUSMAN

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



1411 SETTLES

CODE OFFICER: JACOB LEOS

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF JACOB LEOS
CONCERNING 1411 SETTLES**

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 **1411 SETTLES** 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 20TH day of March, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF HOWARD

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**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 1 SUNSET PLACE ANNEX 49x140 546 ACQ 012809 BLK/TRACT
1 0.145 ACRES of Big Spring, Howard County, Texas, also known as 1411
SETTLES, 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 the ESTATE OF JOHNNY LEE PUGA is
the owner of the property located at the above-described premises and their mailing address is
1411 SETTLES, Big Spring, Howard County, Texas, as shown in Exhibit G-1.

SIGNED on the 20TH day of March, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above
referenced Affiant.



Notary Public, State of Texas

EXHIBIT G-1

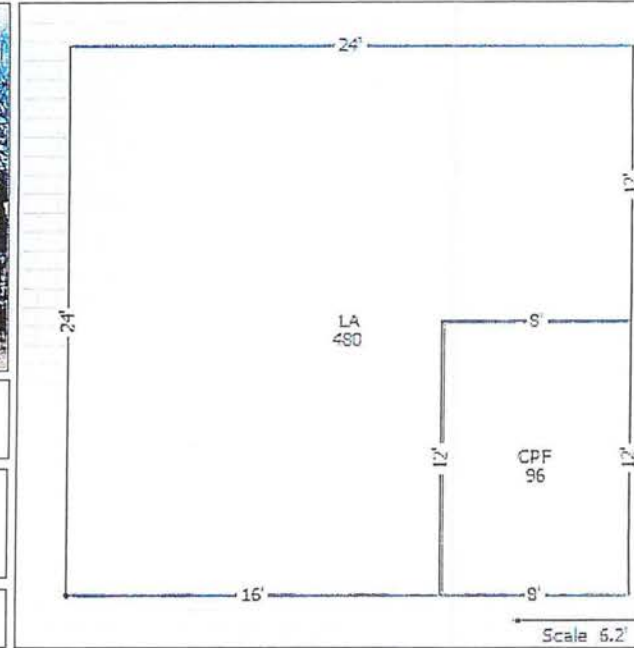
HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000009966

Geo ID : B5735000600

Ownership
PUGA JOHNNY LEE
1411 SETTLES
BIG SPRING, TX 79720-4843

Exemptions/Deed
VOL: 1126
PAGE: 328
DATE: 1/28/2009



Legal Information
LEGAL: LT 6 BK 1 SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES
SITUS: 1411 SETTLES
ACRES:0.145
ALT:9966
XREF:9966.1

Appraisal Coding
Appr By CT Appr Dt 02/26/21
Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
1/28/09		1126	328	0	1/28/09	++++++	++++++	PUGA JOHNNY	BARBER BILLY G
7/11/05		977	597	0	1/28/09	++++++	++++++	BARBER BILLY G	HAMBY JOSHUA
12/20/04		957	403	0	1/28/09	++++++	++++++	ROMO ERMINIA	BARBER BILLY G

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	Feature Code	Cpsf / Val
LA-LIVING AREA	Y	1950/NA	RS3F	480	116.58	55,958	0 FA	-75%		0%	0%	0%	100%	0%	-75.0%	13,990	AST-1 STORY	
CPF-COVERED PORCH FR	Y	1950/NA	RS3F	96	17.49	1,679	0 FA	-75%		0%	0%	0%	100%	0%	-75.0%	420	AUT-ALL	
				576		57,637	0									14,410	FET-FRAME	
																	IRM-METAL ROOF	
																	MHC-MOIST AIR	
																	PFN-PIER AND BE	
																	1BT-1 BATH	

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 Val
LFF18	45.0 FF/45.0 RF/140.0 DF LOTS	70.0		70.00		0%		Y	3,150	A1						
									3,150							

Comments

	2023	Ptd	Change +/-	Prior	2022	Ptd	Entity / Description	Exemption	Txbl Value	Rate Per \$100	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Coding
Impr Homesite +	14,410	A1	0	14,410	A1		01H HOWARD COUNTY	0	17,560	.3275450		57.52	HSAPPNOT17	BSISDE
Land Homesite +	3,150	A1	0	3,150	A1		02B CITY OF BIG SPRING	0	17,560	.6731630		118.21	HSAPPNOT18	GD22
Total Market =	17,560		0	17,560			03B BIG SPRING ISD	0	17,560	1.0160000		178.41	HSAPPNOT19	
Assessed =	17,560		0	17,560			052 HOWARD COLLEGE	0	17,560	.2367770		41.58	HSAPPNOT20	
							** ESTIMATED TOTAL					395.72	HSAPPNOT21	
													HSAPPNOT22	

User PERMITS2 Print Date 10/3/2022 4:29:41 PM

Property ID : R000009966 Geo ID : B5735000600

Quick Link :

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
1411 SETTLES 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.

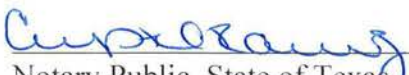
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout 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 23rd day of March, 2023.



AFFIANT

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



Notary Public, State of Texas

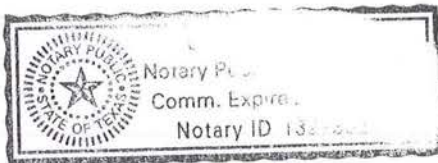


EXHIBIT G-2

01-27-2023 04:13 PM

TASK NOTES REPORT

TASK #: 112765

ORIG. DATE:

TASK CODE: INSPECT ACCUMULATED

DUE DATE:

PROPERTY: 1411 SETTLES ST

NOTES

Incident Notes:

10/3/22 PROPERTY HAS A TRAILER FULL OF GARBAGE/TRASH AND OTHER ITEMS.

THERE IS ALSO FURNITURE, SETCTIONS OF A WOOD FENCE, PLASTICS, METALS, AND OTHER ITEMS. WILL SEND NOTICE.

Task #: 112765 - INSPECT ACCUMULATED - 10/05/2022

10/3/22 Inspected- THERE ARE SECTIONS OF WOOD FENCING, FURNITURE, METAL, PLASTIC, METAL, AND A TRAILER FULL OF GRABAGE/TRASH. WILL SEND NOTICE.

10/26/22 Reinspected- observed sections of wood fence laying alongside street.

11/7/22 Reinspected -There are sections of a wood fence laying out alongside road from this property. spoke to Johnny Puga's room mate on property, told him about the violation. He said he would tell Johnny. Went by later and saw Johnny Puga outside and told him he needed to remove the fence sections out of the street/public right of way today. He said he would stack them up off the road and come in to get a permit to used them on his fence. A utility Right Lane closed sign, dixon and duguoine street sign on pole, trash, furniture, buckets junk and other items visible from street. 1/24/23 reinspection- still in violation. will issue complaint and citations with legal depts.

Task #: 112766 - ACCUMULATED ITEMS - 10/05/2022

STATE OF TEXAS

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COUNTY OF HOWARD

**CERTIFICATION
PHOTOGRAPHS TAKEN BY JACOB LEOS**

“With regard to the photographs in Exhibits G-3, G-4, G-5, G-6 and G-7 I am familiar with and recognize the scene depicted in the photographs. On October 3, 2022, October 26, 2022, November 7, 2022, January 24th, 2023 and March 16, 2023. I inspected the property described as:

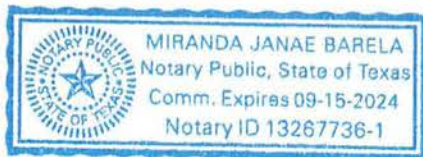
**LT 6 BK 1 SUNSET PLACE ANNEX49x140 546 ACQ 012809 BLK/TRACT
1 0.145 ACRES of Big Spring, Howard County, Texas, also known as 1411
SETTLES, Big Spring, Texas**

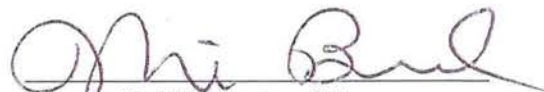
Each of the photographs is a fair and accurate depiction of the scene at the relevant time.”

SIGNED on the 20TH day of March 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above referenced Affiant.





Notary Public, State of Texas

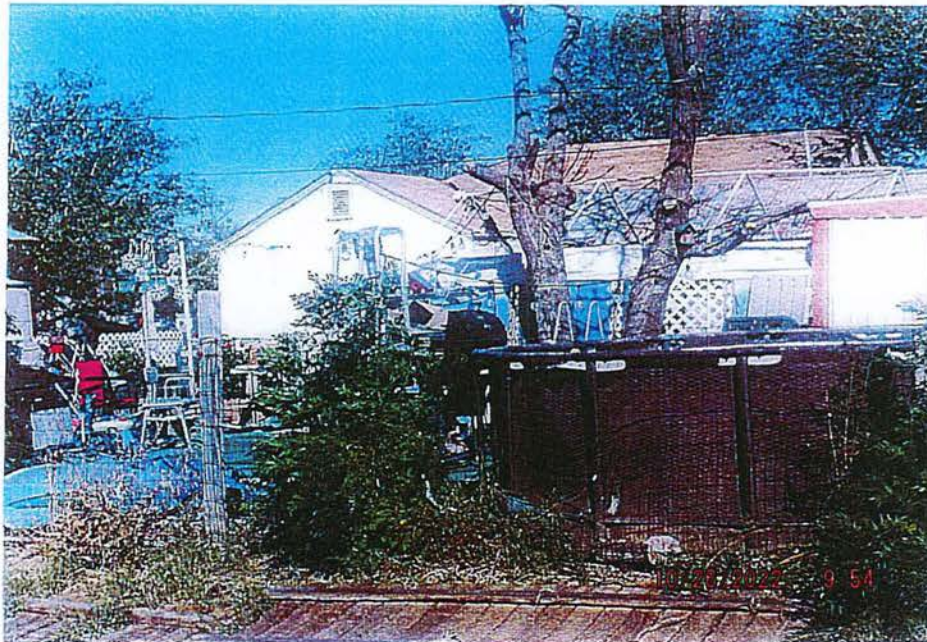
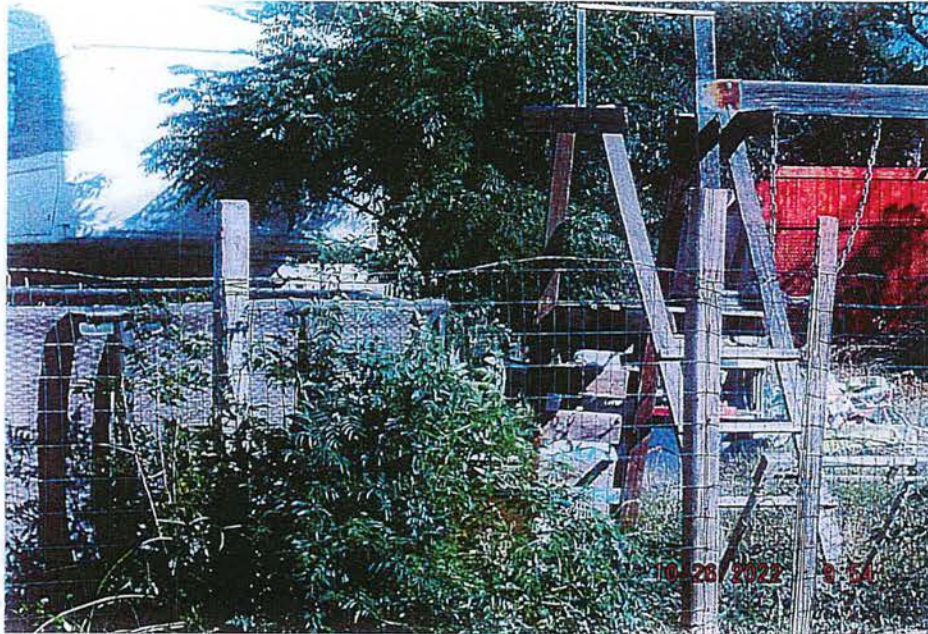
EXHIBIT G-3

10/3/22

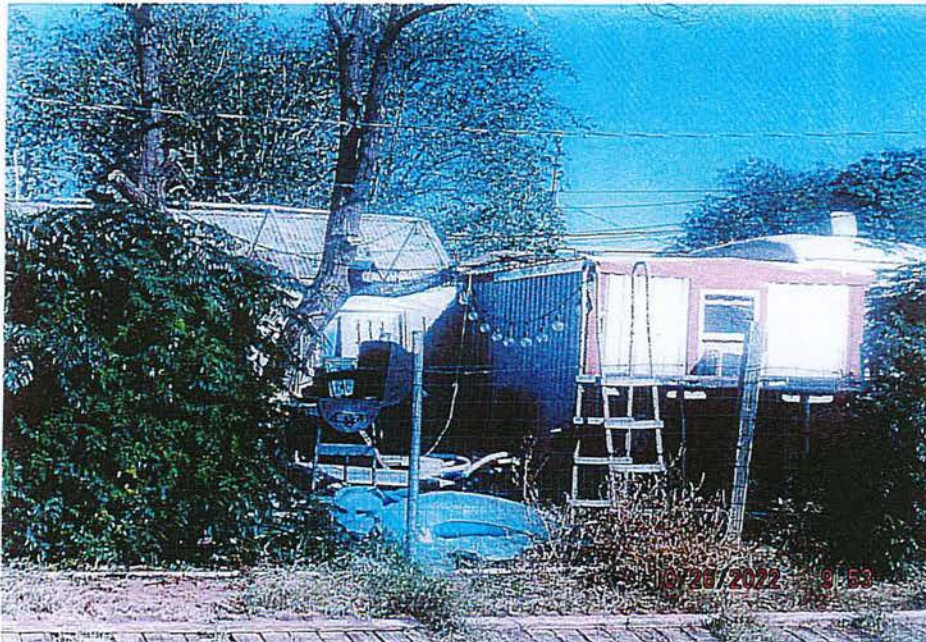
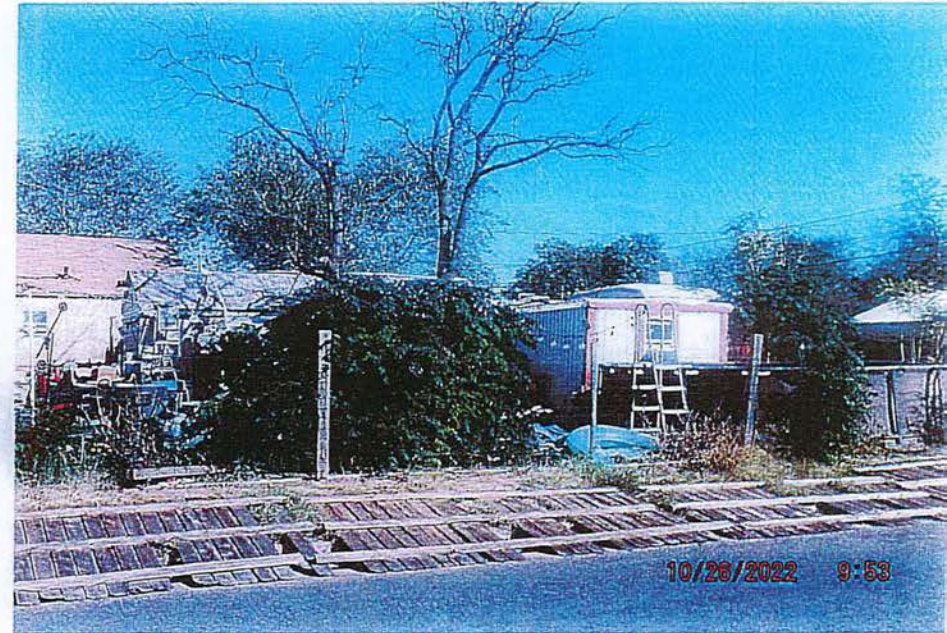


EXHIBIT G-4

10/26/22



10/26/22



10/26/22

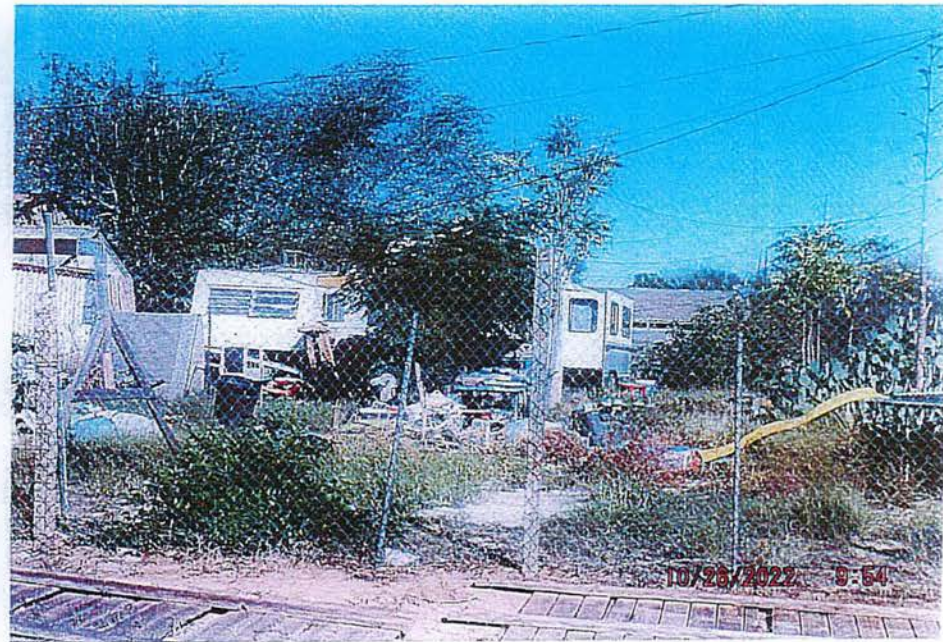
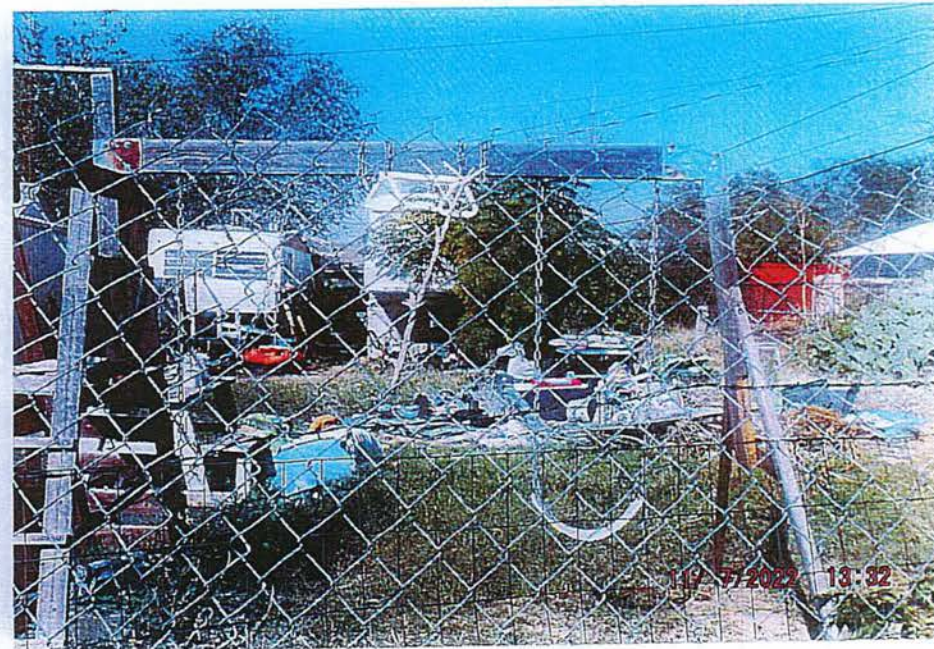
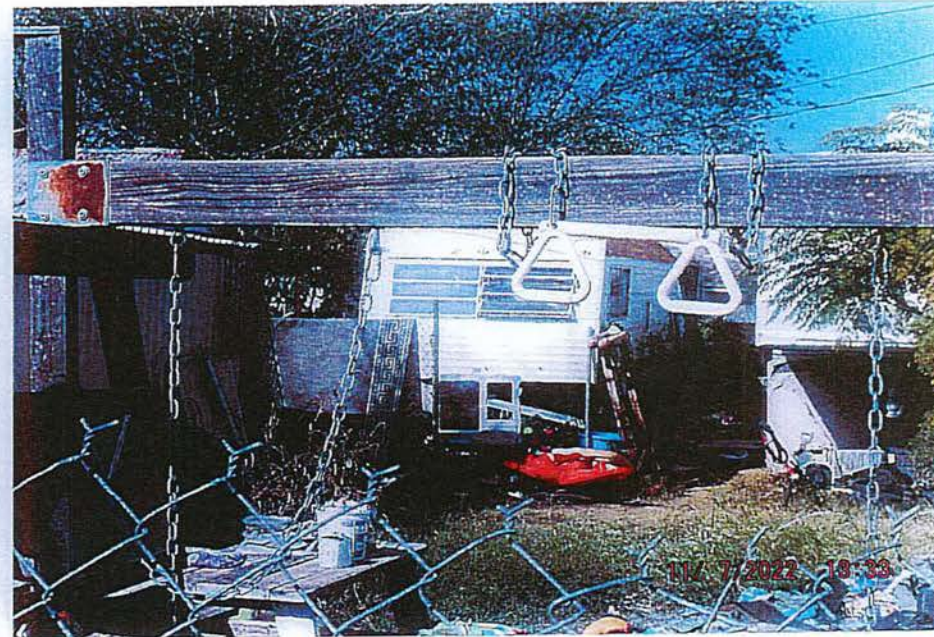


EXHIBIT G-5

11/7/22



11/7/23



11/7/22



EXHIBIT G-6

787163



1/29/23



1/24/23

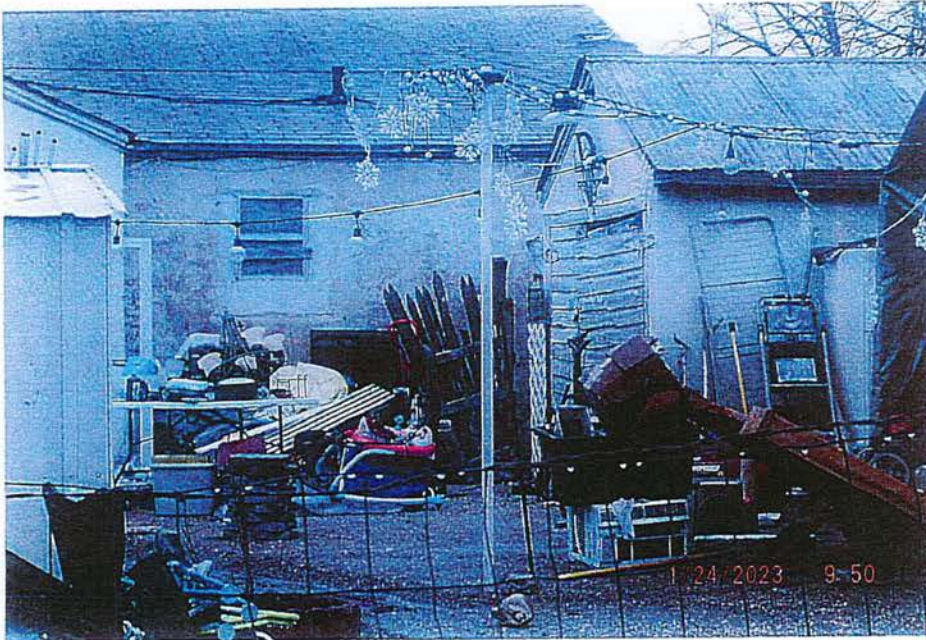


EXHIBIT G-7

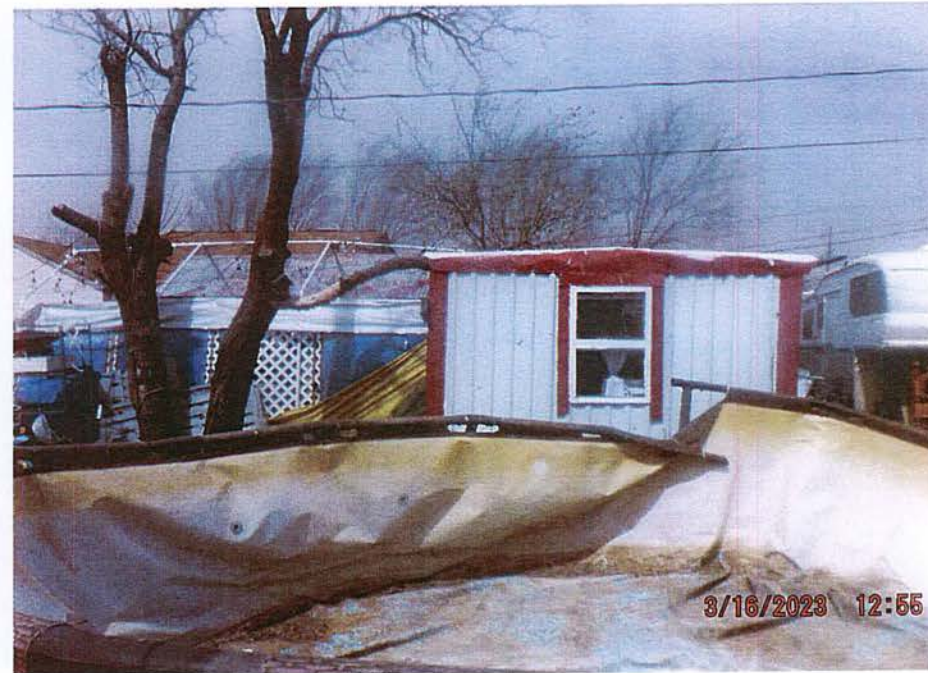




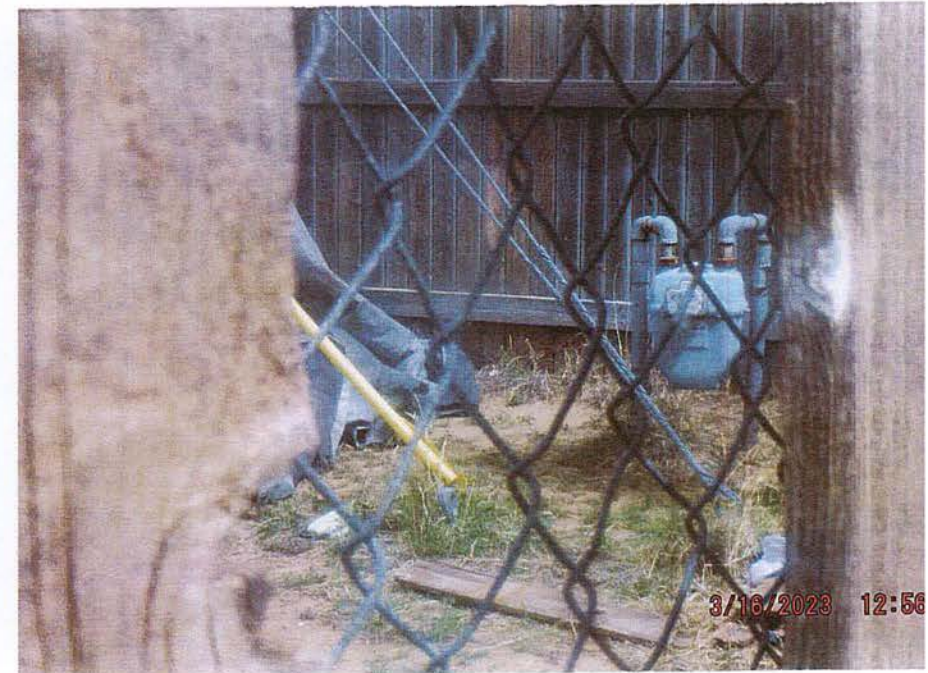




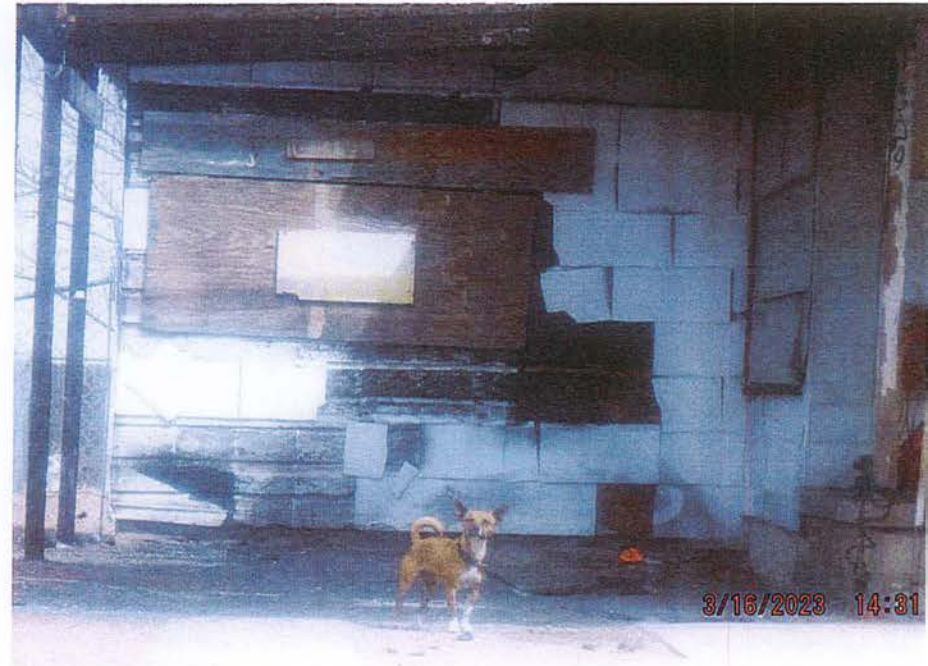














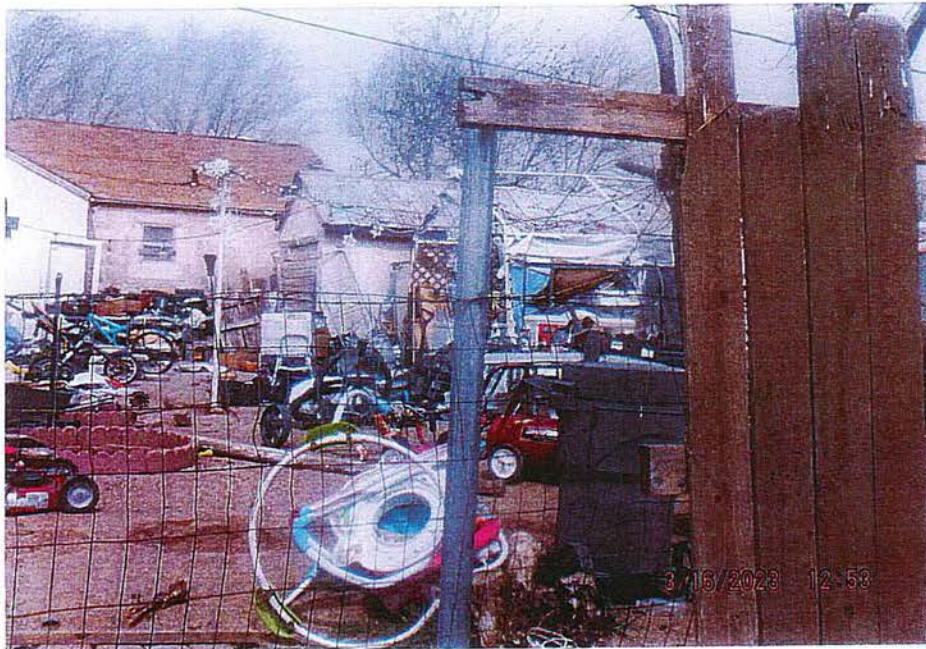


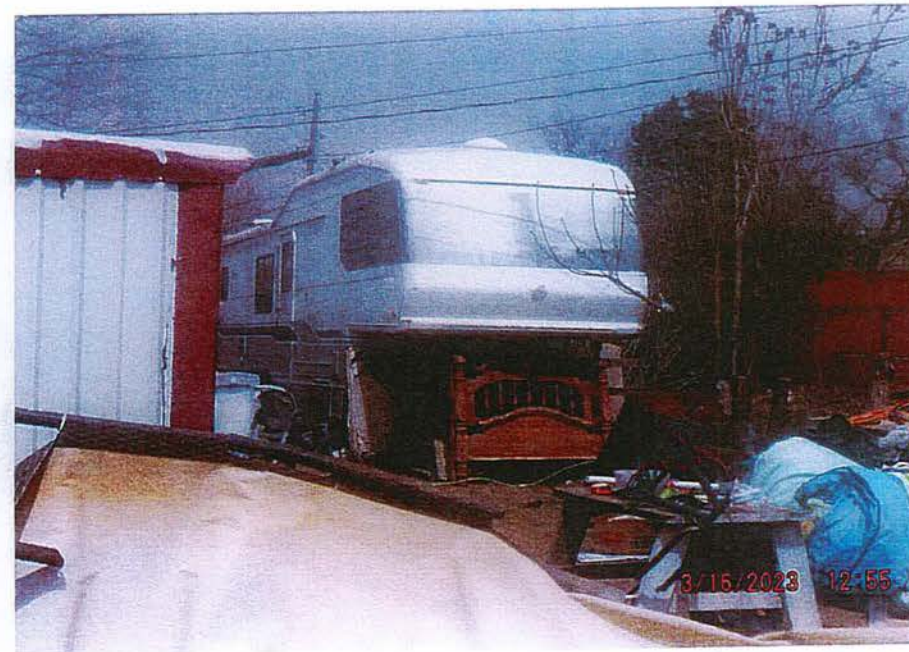
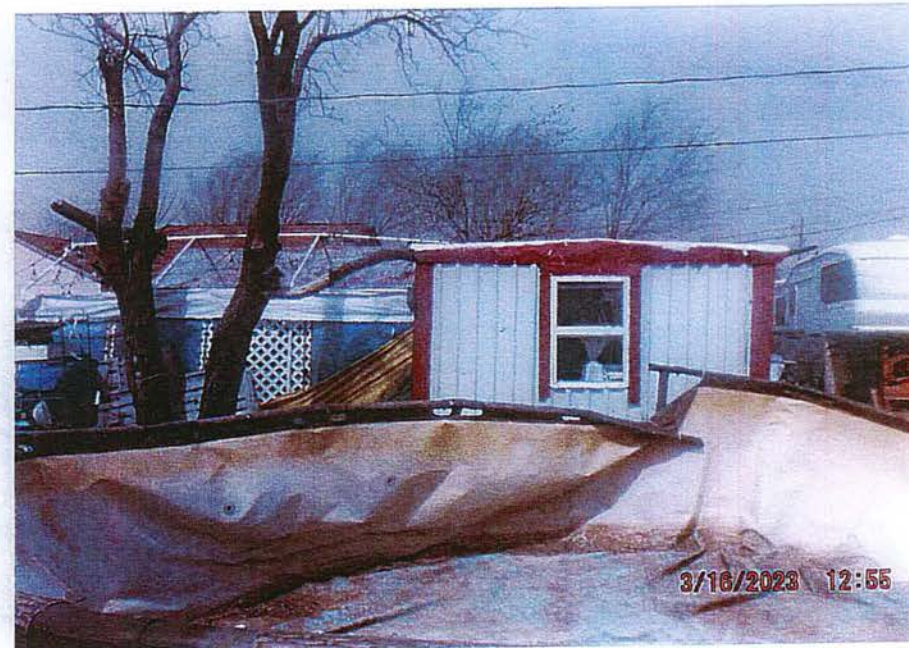








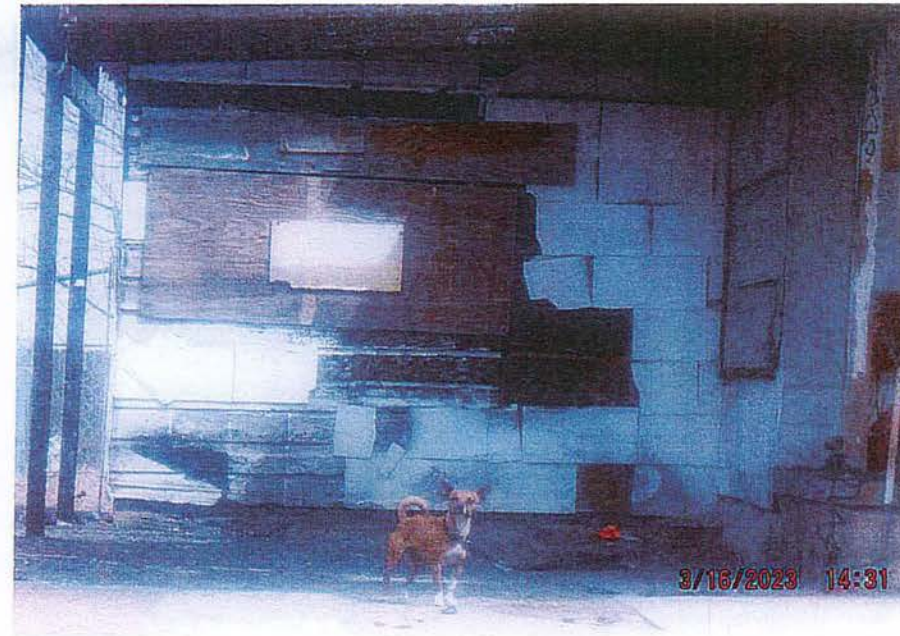


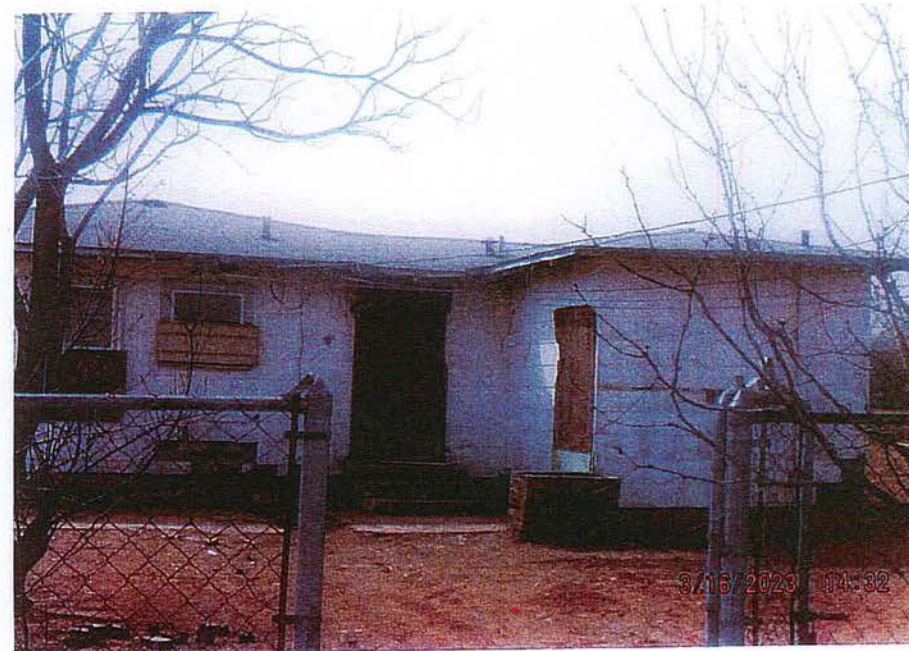
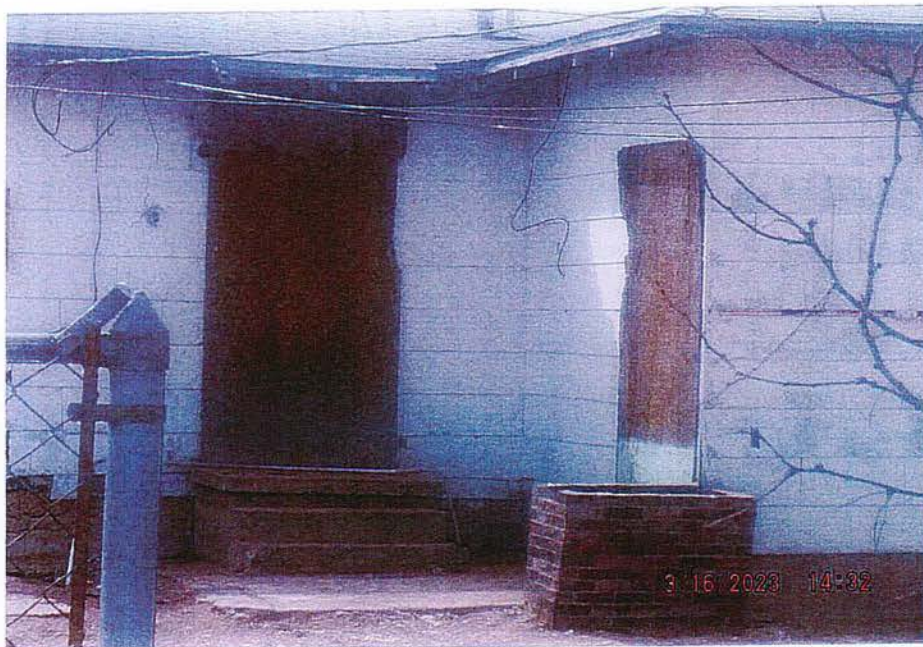














STATE OF TEXAS

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COUNTY OF HOWARD

**CERTIFICATION
NOTICE SENT BY JACOB LEOS**

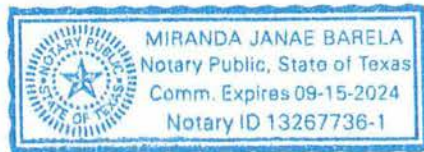
“The document in Exhibit G-8 presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

Certified Mail Return for Exhibit G-9 is also attached.

SIGNED on the 20TH day of March, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.





Notary Public, State of Texas

EXHIBIT G-8



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1411 SETTLES ST

Lot: 6 BK: 1

October 4, 2022

Case No: 71198

JOHNNY LEE PUGA
1411 SETTLES ST
BIG SPRING TX 79720-4843

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

Seven (7) days from date of mailing

There are item on the property including, (trailer stacked with garbage, metal fence sections laying on ground. wood fence sections leaning on porch. wood fence sections leaning on chain link fence on side of house facing street. metal, wood, junk, plastic, coolers, containers, and many other items that needs to be removed and taken away from public view. It is asked that property be maintained on a regular basis. If problem persists, criminal charges will be filed.

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

Issued by

Jacob Leos

Name

Code Compliance

Department

Page 297 of 1088

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,

A handwritten signature in dark ink, appearing to be a stylized name, possibly "J. [unclear]".

Code Compliance
City of 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

1411 SETTLES, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 6 BK 1 SUNSET PLACE ANNEX
49x140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES

March 3rd, 2023

JOHNNY LEE PUGA
1411 SETTLES
BIG SPRING, TX 79720

Sent via: Certified Mail, Return Receipt Requested

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

There are multiple items on the property including a trailer stacked with garbage, metal fence sections, wood fence sections leaning on a chain link fence, metals, wood, coolers, containers, and other miscellaneous items stacked all over the property. There are also

Deadline for Compliance

Seven (7) days from
date of mailing

tree trimmings laying around the property as well that need to be picked up and out of public view. All of these items create a harborage for rodents resulting in unsanitary and unsafe conditions. These items need to be cleaned up and out of the public view.

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 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 **March 14th, 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.

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



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1411 SETTLES ST

Lot: 6 BK: 1

May 13, 2022

Case No: 70354

JOHN LEE PUGA

1411 SETTLES ST

BIG SPRING TX 79720-4843

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

TREE TRIMMINGS SCATTERED ALONG SIDE OF PROPERTY BY ROAD NEEDS TO BE REMOVED AND TAKEN AWAY FROM PUBLIC VIEW. NOTE: CANNOT THROW TREE TRIMMINGS IN DUMPSTERS.

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

432-264-2502

Phone

jleos@mybigspring.com

E-mail

<https://codes.iccsafe.org/codes/i-codes>.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jacob Leos", with a stylized flourish at the end.

Jacob Leos
Code Compliance
City of Big Spring, Texas

STATE OF TEXAS

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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 **March 28, 2023**, attached as **Exhibit G-10**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 13, 2023.

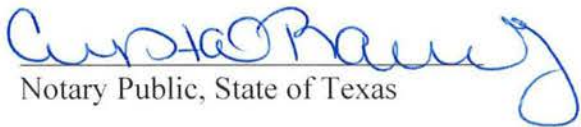
This notice was also published in the Big Spring Herald on March 14, 2023.”

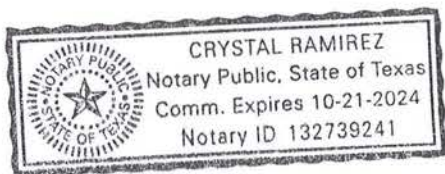
SIGNED on the 24th day of March, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 24th day of March, 2023 by the above referenced Affiant.


Notary Public, State of 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

1411 SETTLES, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 6 BK 1 SUNSET PLACE ANNEX
49x140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES

March 13, 2023

JOHNNY LEE PUGA
1411 SETTLES
BIG SPRING, TX 79720

Sent via: Certified Mail, Return Receipt Requested

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

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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 multiple items on the property including a trailer stacked with garbage, metal fence sections, wood fence sections leaning on a chain link fence, metals, wood, coolers, containers, and other miscellaneous items stacked all over the property. There are also tree trimmings laying around the property as well that need to be picked up and out of public view. All of these items create a harborage for rodents resulting in unsanitary and unsafe conditions. These items need to be cleaned up and out of the public view.

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

432-264-2502

Phone

jleos@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 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 **March 28, 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 G-9

Tracking Number:

Remove X

9489009000276421778791

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

We were unable to attempt delivery of your item on March 7, 2023 at 3:39 pm in BIG SPRING, TX 79720 due to interference by an animal. Your item will go out for delivery on the next delivery day as conditions permit.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Alert

● Delivery Exception, Animal Interference

BIG SPRING, TX 79720

March 7, 2023, 3:39 pm

● Departed USPS Regional Facility

MIDLAND TX DISTRIBUTION CENTER

March 6, 2023, 11:54 pm

● See All Tracking History

Feedback

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus[®]



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS

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COUNTY OF HOWARD

**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

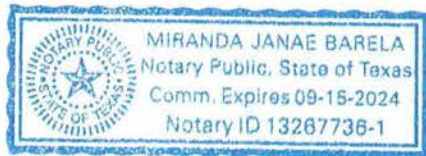
“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **March 28, 2023**, attached as **Exhibit G-10**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 13, 2023.

This notice was also published in the Big Spring Herald on March 14, 2023.”

SIGNED on the 20TH day of March, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.





Notary Public, State of Texas

EXHIBIT G-10



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

813 W 8TH ST, BIG SPRING, TEXAS 79720 – LT 2, BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 – OWNER: LUIS LLAMAS SOLIS

1910 SCURRY ST, BIG SPRING, TEXAS 79720 – LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES – OWNER: JERRY T WALTON, JUANITA H WALTON

1207 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 10, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES – OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 – S/47.5' LT 7, BK 3, (100X125.5) 1147 0.28 ACRES – OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 5-6, BK F EARLES, 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES – OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 – N/50 SE/ OF BK 44 BAUER 50X140 059 0.161 ACRES – OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT AMANDA GAIL EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 – LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES– OWNER: JOHNNY LEE PUGA, 1411 SETTLES

1513 E 17TH ST, BIG SPRING, TEXAS 79720 – E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES – OWNER: CHRISTINE BAKER, 1513 E 17TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 – LT 6, BK 6, PORTER 50X140 362 0.161 ACRES ACQ 121818 – OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 4, BK F, EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES – OWNER: MARGIE ARSIAGA GARCIA

811 W 8 TH ST, BIG SPRING, TEXAS 79720 – LESS 65X40 OF LT 1, BK 7, CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES – OWNER: RAUL J MARQUEZ

715 ANNA, BIG SPRING, TEXAS 79720 – LT 8, BK 12, SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES – OWNER: ROSA RODRIGUEZ

108 LOCKHART, BIG SPRING, TEXAS 79720 – LT 2, BK 6, LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022– OWNER: TIMOTHY EDWARD WILSON

1311 MADISON, BIG SPRING, TEXAS 79720 – LT 19, BK 8, WRITGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES– OWNER: SHEREDA MINTZ

1510 WOOD, BIG SPRING, TEXAS 79720 – LT 14, BK 1A, BELVUE 70X125 1304 ACQ 021222021 BLK/TRACT 1-A 0.201 ACRES– OWNER: JEFREY WISER

1514 WOOD, BIG SPRING, TEXAS 79720 – LT 12, BK 1A, BELVUE 70X125 1302 ACQ 02122021 0.201 ACRES – OWNER: JEFREY WISER

1513 WOOD, BIG SPRING, TEXAS 79720 – LT 7, BK 2A, BELVUE 50X125 1274 ACQ 02122021 0.143 ACRES – OWNER: JEFREY WISER

1109 E 4TH ST, BIG SPRING, TEXAS 79720 – LT 11, BK 19, BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES – OWNER: JOSEPH A DEERING AND DOROTHY L. DEERING

1607 E 3RD ST, BIG SPRING, TEXAS 79720 – Acres 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ACRES ACQ 11262019 – OWNER: CASEY'S CAMPERS, LLC

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720 – SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014– OWNER: BIG SPRING MULTI-FAMILY #1 LP

1309 GRAFA STREET, BIG SPRING, TEXAS 79720 – LT 17 BK 15 MONTICELLO 60X125 212 ACQ 010402 BLK/TRACT 15 0.172 ACRES – OWNER: JUDY AND DAVID SAUSMAN

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 LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING

Nick Reyna, Building Official



408 DOUGLAS

CODE OFFICER: ROY MARQUEZ

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF ROY MARQUEZ
CONCERNING 408 DOUGLAS ST**

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 **408 DOUGLAS ST** 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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF HOWARD

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**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:

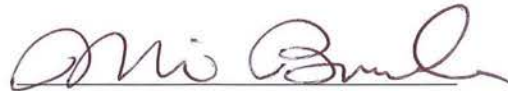
**LT 5-6 BK F EARLES 5100x130 0.298 ACRES 2012 COMBINED ACCT
B3810004100 626 627 ACQ 021810 BLK/TRACT F 0.298 ACRES** of Big
Spring, Howard County, Texas, also known as **408 DOUGLAS ST**, Big Spring,
Texas

by searching the following records:

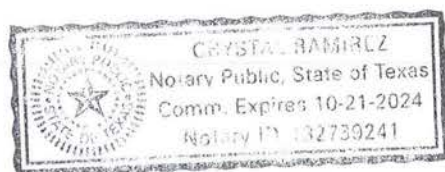
1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the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

Using the above-described records, I verified that **ANDREA MORENO MARSCH** is the
owner of the property located at the above-described premises and their mailing address is **408
DOUGLAS ST**, Big Spring, Howard County, Texas, as shown in **Exhibit P-1**.

SIGNED on the 20TH day of March 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above
referenced Affiant.




Notary Public, State of Texas

EXHIBIT P-1

HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000004125

Geo ID : B3180004000

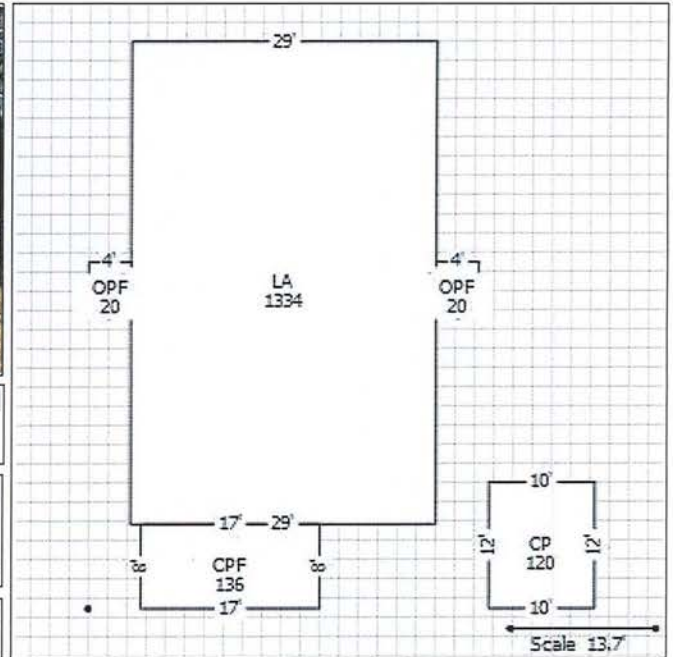
1/1

Ownership	Exemptions/Deed
MARSCH ANDREA M 17915 BIERSTADT MT HELOTES, TX 78023	VOL: 1221 PAGE: 170 DATE: 5/11/2011



Appraisal Coding	
Appr By JD	Appr Dt 10/27/21
Check By	Check Dt

Legal Information	
LEGAL: LT 5-6 BK F EARLES 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627 ACQ 021810 BLK/TRACT F 0.298 ACRES SITUS: 408 DOUGLAS ACRES:0.298 ALT:4125 XREF:4125.1	



Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
5/11/11		1221	170	0	5/11/11	+++++	+++++	MARSCH ANDREA M	MARSCH ANDREA M
2/18/10		1168	484	0	5/11/11	+++++	+++++	MARSCH ANDREA M	HERRERA SANTIAGO &
7/12/07		1056	534	0	5/11/11	+++++	+++++	HERRERA SANTIAGO &	HOWARD COUNTY TRUSTEE

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	Feature Code	Cpsf / Value	
LA-LIVING AREA	Y	1908/NA	RS2F	1,334	79.01	105,399	0 FA	-75%		0%	0%	0%	100%	0%	-75.0%	26,350	AST-1 STORY	0	
CPF-COVERED PORCH FR	Y	1908/NA	RS2F	136	11.85	1,612	0 FA	-75%		0%	0%	0%	100%	0%	-75.0%	403	AUT-ALL	0	
OPF-OPEN PORCH / PAT	Y	1908/NA	RS2F	20	4.74	95	0 FA	-75%		0%	0%	0%	100%	0%	-74.7%	24	CRM-COMPOSITION	0	
OPF-OPEN PORCH / PAT	Y	1908/NA	RS2F	20	4.74	95	0 FA	-75%		0%	0%	0%	100%	0%	-74.7%	24	EHC-WALL	0	
CP-CARPORT	Y	2011/NA	RS2F	120	15.80	1,896	0 FA	-75%		0%	0%	0%	100%	0%	-75.0%	474	FET-FRAME	0	
				=====		=====	=====									=====	GRT-GABLE	0	
				1,630		109,097	0									27,275	PFN-PIER AND BE	0	
																	1BT-1 BATH	0	
																	=====		0
SQFT MA: 1334 MKT CSF MA: 22.358 CSF IMPR: 20.446 LOC CODE: WC																			

SQFT MA: 1334 MKT CSF MA: 22.358 CSF IMPR: 20.446 LOC CODE: WC

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/130.0 DF	40.0		36.00	FCT,	-10%	-200	Y	1,800	A1							
LFF07	50.0 FF/50.0 RF/130.0 DF	15.0		15.00		0%	0	Y	750	A1							
									=====								=====
									2,550								0

Comments	

2023	Ptd	Change +/-	Prior	2022	Ptd	Entity / Description	Exemption	Txbl Value	Rate Per \$100	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Coding
Impr Homesite +	27,275	A1	-2,009	29,284	A1	01H HOWARD COUNTY	16,424	0	.3275450		0.00		BSISDW
Land Homesite +	2,550	A1	0	2,550	A1	02B CITY OF BIG SPRING	10,000	6,424	.6731630		43.24		WC22
Total Market =	29,825		-2,009	31,834		03B BIG SPRING ISD	16,424	0	1.0160000	2014	0.00		
Hs Cap Loss -	13,401		-3,502	16,903		052 HOWARD COLLEGE	16,424	0	.2367770		0.00		
Assessed =	16,424		1,493	14,931		** ESTIMATED TOTAL					=====		
											43.24		

User PERMITS2

Print Date 1/5/2023 8:39:32 AM

Property ID : R000004125

Geo ID : B3180004000

Quick Link :



STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
408 DOUGLAS ST 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.

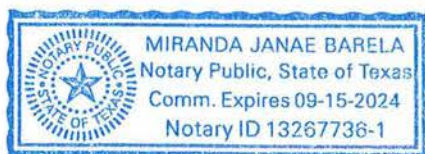
Making this record was a regular practice of that activity.

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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



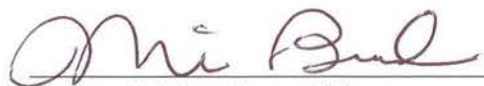

Notary Public, State of Texas

EXHIBIT P-2

NOTES

Incident Notes:

THERE ARE ACCUMULATED ITEMS ON PROPERTY, NUMEROUS MISCELLANOUS ITEMS ON THE NORTH CORNER OF BACKYARD. THIS NEEDS TO BE PICKED UP AND PROPERLY DISPOSED. THERE IS ALSO A METAL CARPORT THAT HAS BROKEN DOWN AND IS ON THE GROUND ON THE SOUTHSIDE OF PROPERTY AND IT NEEDS TO BE REMOVED. IT IS ASKED THAT PROPERTY BE MAINTAINED ON A REGULAR BASIS.

Task #: 114134 - INSPECT ACCUMULATED - 1/09/2023

ON 1-4-23 @ 14:38 CODE ENFORCEMENT ROY MARQUEZ INSPECTED PROPERTY FOR ACCUMULATED ITEMS VIOLATION, FOUND NUMEROUS MISCELLANOUS ITEMS IN BACKYARD NORTH CORNER AND A FALLEN METAL CARPORT ON THE SOUTHSIDE OF PROPERTY. PICTURES WERE TAKEN, LETTER WILL BE SENT

Task #: 114135 - ACCUMULATED ITEMS - 1/09/2023

Task #: 114404 - REINSP ACCUMLTD ITEM - 2/02/2023

ON 1-25-23 @ 11:07 CODE ENFORCEMENT ROY MARQUEZ REINSPECTED PROPERTY FOR ACCUMULATED ITEMS VIOLATION, FOUND THAT NO CHANGE IN PROPERTY FROM INITIAL INSPECTION. PICTURES WERE TAKEN, REFFERAL MADE TO COUNCIL ABATEMENT BOARD FOR ABATEMENT.

Task #: 114405 - COMPLAINT REQUEST - 2/02/2023

Task #: 114406 - ISSUE COMPLAINT - 2/02/2023

NOTES

Incident Notes:

THIS PROPERTY NEEDS TO BE MOWED/WEEDED IN THE FRONTYARD, SIDEYARD, BACKYARD AND ALLEY. A CLEAR ZONE NEEDS TO BE ESTABLISHED ALONG THE RIGHT OF WAYS. ALL WEEDS/GRASS/BRUSH GROWING ALONG THE CURBLINE ALSO NEED TO BE CUT TO CITY ORDINANCE OF UNDER 12 INCHES. IT IS ASKED THAT PROPERTY BE MAINTAINED ON A REGULAR BASIS.

Task #: 114132 - INSPECT WEEDL LOT - 1/09/2023

ON 1-4-23 @ 14:38 CODE ENFORCEMENT ROY MARQUEZ INSPECTED PROPERTY FOR WEEDY LOT VIOLATION, FOUND WEEDS/GRASS TALLER THAN 12 INCHES IN THE ALLEY, SIDEYARD, BACKYARD AND FRONTYARD. PICTURES WERE TAKEN, LETTER WILL BE SENT

Task #: 114133 - WEEDY LOT LTR - 1/09/2023

Task #: 114401 - COMPLAINT - 2/02/2023

ON 1-25-23 @ 11:07 CODE ENFORCEMENT ROY MARQUEZ REINSPECTED PROPERTY FOR WEEDY LOT VIOLATION, PROPERTY REMAINS IN THE SAME CONDITION. PICTURES WERE TAKEN, WILL SEND REFERRAL COMPLAINT TO COUNCIL ABATEMENT BOARD FOR ABATEMENT.

Task #: 114402 - COMPLAINT - 2/02/2023

Task #: 114403 - ISSUE COMPLAINT - 2/02/2023

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
PHOTOGRAPHS TAKEN BY ROY MARQUEZ**

“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 4th, 2023, and January 25th, 2023. I inspected the property described as:

**LT 5-6 BK F EARLES 5100x130 0.298 ACRES 2012 COMBINED ACCT
B3810004100 626 627 ACQ 021810 BLK/TRACT F 0.298 ACRES** of Big
Spring, Howard County, Texas, also known as **408 DOUGLAS ST**, Big Spring,
Texas

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

SIGNED on the 20TH day of March 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT P-3

INSPECTION PICTURES 1-04-23



1/ 4/2023 14:40

INSPECTION PICTURES 1-04-23





1/ 4/2023 14:39

INSPECTION PICTURES 1-04-23



INSPECTION PICTURES 1-04-23



INSPECTION PICTURES 1-04-23





1 / 4/2023 14:39



EXHIBIT P-4



REINSPECTION PICTURES 1-25-23



REINSPECTION PICTURES 1-25-23







REINSPECTION PICTURES 1-25-23



REINSPECTION PICTURES 1-25-23



REINSPECTION PICTURES 1-25-23





REINSPECTION PICTURES 1-25-23



STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY ROY MARQUEZ**

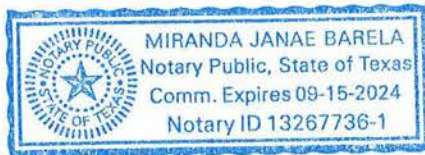
“The document in **Exhibit P-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT P-5



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

408 DOUGLAS ST

**LT 5-6 BK F EARLES 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100
626 627 ACQ 021810 BLK/TRACT F 0.298 ACRES**

January 9, 2023

Case No: 72035

ANDREA MORENO MARSCH
17915 BIERSTADT MT
HELOTES, TX 78023

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

Seven (7) days from
date of mailing

**THERE ARE ACCUMULATED ITEMS ON PROPERTY,
NUMEROUS MISCELLANEOUS ITEMS ON THE NORTH
CORNER OF BACKYARD. THIS NEEDS TO BE PICKED
UP AND PROPERLY DISPOSED. THERE IS ALSO A
METAL CARPORT THAT HAS BROKEN DOWN AND IS
ON THE GROUND ON THE SOUTHSIDE OF PROPERTY
AND IT NEEDS TO BE REMOVED. IT IS ASKED THAT
PROPERTY BE MAINTAINED ON A REGULAR BASIS.**

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

Issued by

Roy Marquez

Name

Code Compliance

Department

432.264.2507

Phone

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.

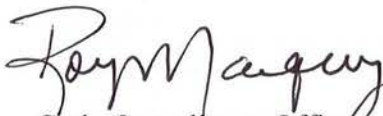
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, 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,


Code Compliance Officer
City of Big Spring, Texas



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

408 DOUGLAS ST

LT 5-6 BK F EARLES 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100

626 627 ACQ 021810 BLK/TRACT F 0.298 ACRES

January 9, 2023

Case No: 72034

ANDREA MORENO MARSCH
17915 BIERSTADT MT
HELOTES, TX 78023

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 FRONTYARD, SIDEYARD, BACKYARD AND ALLEY. A CLEAR ZONE NEEDS TO BE ESTABLISHED ALONG THE RIGHT OF WAYS. ALL WEEDS/GRASS/BRUSH GROWING ALONG THE CURBLINE ALSO 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

Name

432.264.2507

Phone

Code Compliance

Department

rmarquez@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 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.

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Sincerely,


Code Compliance Officer
City of Big Spring, Texas



NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

408 DOUGLAS, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 5-6 BK F EARLES 5100x130
0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627
ACQ 021810 BLK/TRACT F 0.298 ACRES

March 3, 2023

Andrea M. Marsch
17915 Bierstadt MT
Helotes, TX 78023

Sent via: Certified Mail, Return Receipt Requested

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 (12) 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.
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 carport 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	Roy Marquez	Code Compliance
	<i>Name</i>	<i>Department</i>
	432-264-2507	rmarquez@mybigspring.com
	<i>Phone</i>	<i>E-mail</i>

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 **March 14th, 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.

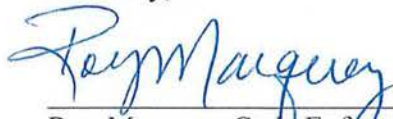
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, 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.

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Sincerely,

A handwritten signature in blue ink that reads "Roy Marquez". The signature is fluid and cursive, with a horizontal line drawn underneath it.

Roy Marquez, Code Enforcement
City of 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

408 DOUGLAS, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 5-6 BK F EARLES 5100x130
0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627
ACQ 021810 BLK/TRACT F 0.298 ACRES

March 14, 2023

Andrea M. Marsch
17915 Bierstadt MT
Helotes, TX 78023

Sent via: Certified Mail, Return Receipt Requested

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

Corrective Action Required

There is a carport 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.

Deadline for Compliance

Seven (7) days from date of mailing

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

Issued by

Roy Marquez

Name

Code Compliance

Department

432-264-2507

Phone

rmarquez@mybigspring.com

E-mail

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FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE.

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The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **March 28, 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.
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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.

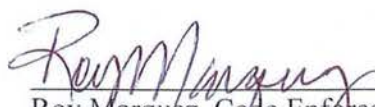
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Sincerely,



Roy Marquez, Code Enforcement
City of Big Spring, Texas

EXHIBIT P-6

Tracking Number:

Remove X

9489009000276421778746

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 12:25 pm on March 18, 2023 in HELOTES, TX 78023.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered

Delivered, Left with Individual

HELOTES, TX 78023
March 18, 2023, 12:25 pm

See All Tracking History

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus[®]



Product Information



See Less ^

Track Another Package



Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS

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§

COUNTY OF HOWARD

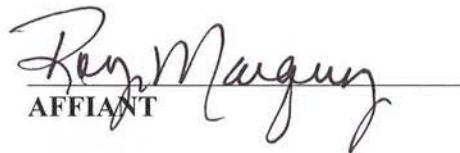
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**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **March 28, 2023**, attached as **Exhibit P-7**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 14, 2023.

This notice was also published in the Big Spring Herald on March 14, 2023.”

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT P-7



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

813 W 8TH ST, BIG SPRING, TEXAS 79720 – LT 2, BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 – OWNER: LUIS LLAMAS SOLIS

1910 SCURRY ST, BIG SPRING, TEXAS 79720 – LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES – OWNER: JERRY T WALTON, JUANITA H WALTON

1207 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 10, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES – OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 – S/47.5' LT 7, BK 3, (100X125.5) 1147 0.28 ACRES – OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 5-6, BK F EARLES, 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES – OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 – N/50 SE/ OF BK 44 BAUER 50X140 059 0.161 ACRES – OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT AMANDA GAIL EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 – LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES– OWNER: JOHNNY LEE PUGA, 1411 SETTLES

1513 E 17TH ST, BIG SPRING, TEXAS 79720 – E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES – OWNER: CHRISTINE BAKER, 1513 E 17TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 – LT 6, BK 6, PORTER 50X140 362 0.161 ACRES ACQ 121818 – OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 4, BK F, EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES – OWNER: MARGIE ARSIAGA GARCIA

811 W 8 TH ST, BIG SPRING, TEXAS 79720 – LESS 65X40 OF LT 1, BK 7, CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES – OWNER: RAUL J MARQUEZ

715 ANNA, BIG SPRING, TEXAS 79720 – LT 8, BK 12, SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES – OWNER: ROSA RODRIGUEZ

108 LOCKHART, BIG SPRING, TEXAS 79720 – LT 2, BK 6, LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022– OWNER: TIMOTHY EDWARD WILSON

1311 MADISON, BIG SPRING, TEXAS 79720 – LT 19, BK 8, WRITGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES– OWNER: SHEREDA MINTZ

1510 WOOD, BIG SPRING, TEXAS 79720 – LT 14, BK 1A, BELVUE 70X125 1304 ACQ 021222021 BLK/TRACT 1-A 0.201 ACRES– OWNER: JEFREY WISER

1514 WOOD, BIG SPRING, TEXAS 79720 – LT 12, BK 1A, BELVUE 70X125 1302 ACQ 02122021 0.201 ACRES – OWNER: JEFREY WISER

1513 WOOD, BIG SPRING, TEXAS 79720 – LT 7, BK 2A, BELVUE 50X125 1274 ACQ 02122021 0.143 ACRES – OWNER: JEFREY WISER

1109 E 4TH ST, BIG SPRING, TEXAS 79720 – LT 11, BK 19, BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES – OWNER: JOSEPH A DEERING AND DOROTHY L. DEERING

1607 E 3RD ST, BIG SPRING, TEXAS 79720 – Acres 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ACRES ACQ 11262019 – OWNER: CASEY'S CAMPERS, LLC

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720 – SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014– OWNER: BIG SPRING MULTI-FAMILY #1 LP

1309 GRAFA STREET, BIG SPRING, TEXAS 79720 – LT 17 BK 15 MONTICELLO 60X125 212 ACQ 010402 BLK/TRACT 15 0.172 ACRES – OWNER: JUDY AND DAVID SAUSMAN

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 LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING

Nick Reyna, Building Official

510 YOUNG

CODE OFFICER: KALEB SMITH

STATE OF TEXAS

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§
§

COUNTY OF HOWARD

**AFFIDAVIT OF KALEB SMITH
CONCERNING 510 YOUNG ST**

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

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

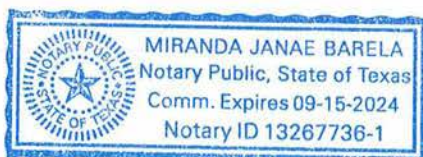
“I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **510 YOUNG ST** 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 20TH day of March, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.





Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF HOWARD

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**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 6 PORTER 50x140 362 0.161 ACRES ACQ 121818 of Big Spring,
Howard County, Texas, also known as **510 YOUNG ST**, 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 **ROLLO AND CYNTHIA GURSS
IRREVOCALBE GRANDCHILDREN’S TRUST** is the owner of the property located at the
above-described premises and their mailing address is **510 YOUNG ST** , Big Spring, Howard
County, Texas, as shown in **Exhibit Q-1**.

SIGNED on the 20TH day of March 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above
referenced Affiant.


Notary Public, State of Texas

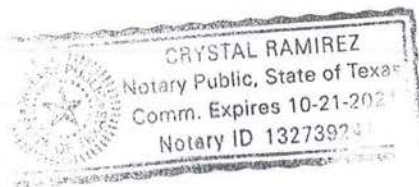


EXHIBIT Q-1

HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000009068

Geo ID : B5070005800

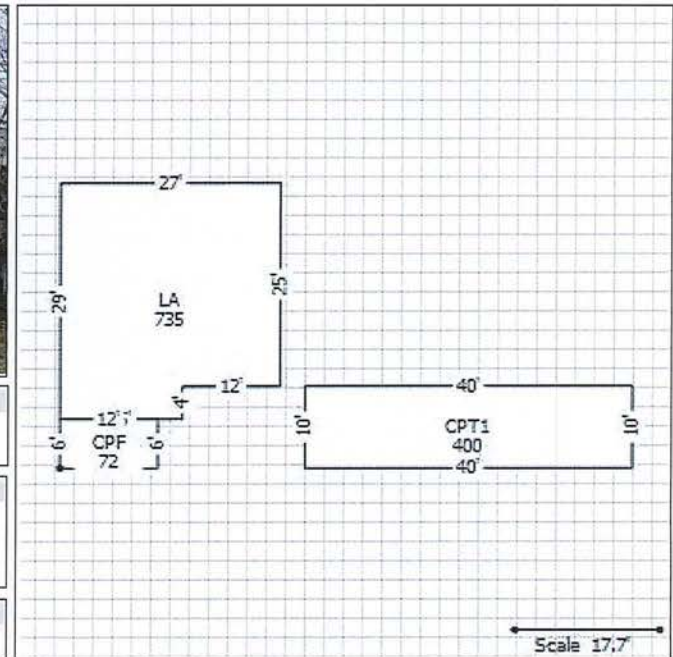
1/1

Ownership
ROLLO AND CYNTHIA GURSS IRREVOCABLE
GRANDCHILDREN'S TRUST 1120 SLATON LUBBOCK, TX 79404

Exemptions/Deed
INST: 2018-00014577 VOL: 1784 PAGE: 89 DATE: 12/18/2018



Legal Information
LEGAL: LT 6 BK 6 PORTER 50X140 362 0.161 ACRES ACQ 121818 SITUS: 510 YOUNG ACRES:0.161 ALT:9068 XREF:9068.1
UNCERTIFIED
Appraisal Coding
Appr By JD Appr Dt 02/25/21 Check By Check Dt



Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
12/18/18		1784	89	2018-00014577	12/18/18	+++++	+++++	ROLLO AND CYNTHIA GURSS	PENA LAURA

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	Feature Code	Cpsf / Value	
LA-LIVING AREA	Y	1940/NA	RS3F	735	111.13	81,681	0 VP	-95%	0%	-40%	0%	100%	0%	-97.0%	2,450	AST-1 STORY	0	
CPF-COVERED PORCH FR	Y	1940/NA	RS3F	72	16.67	1,200	0 VP	-95%	0%	-40%	0%	100%	0%	-97.0%	36	AUT-ALL	0	
CPT1-CARPORT LOW QUA	Y	1940/NA	RS3F	400	6.23	2,492	0 VP	-95%	0%	-40%	0%	100%	0%	-97.0%	75	CRM-COMPOSITION	0	
SC-STORM CELLAR	Y	1940/NA	RS3F	100	0.00	0	0 VP	-95%	0%	-40%	0%	100%	0%	0.0%	0	EHC-WALL	0	
				=====		=====									=====	FET-FRAME	0	
				1,307		85,373	0								2,561	GRT-GABLE	0	
SQFT MA: 735 MKT CSF MA: 6.205 CSF IMPR: 3.484 LOC CODE: MC																	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
LFF12	50.0 FF/50.0 RF/140.0 DF LOTS	40.0		40.00		0%		Y	2,000	A1						
									=====							=====
									2,000							0

Comments

2023	Ptd	Change +/-	Prior	2022	Ptd	Entity / Description	Exemption	Txbl Value	Rate Per \$100	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Coding
Impr Homesite +	2,561	A1	14	2,547	A1	01H HOWARD COUNTY	0	4,561	.3275450		14.94	HSAPPNOT17	BSISDEN
Land Homesite +	2,000	A1	0	2,000	A1	02B CITY OF BIG SPRING	0	4,561	.6731630		30.70	HSAPPNOT18	MC22
Total Market =	4,561		14	4,547		03B BIG SPRING ISD	0	4,561	1.0160000		46.34		
Assessed =	4,561		14	4,547		052 HOWARD COLLEGE	0	4,561	.2367770		10.80		
						** ESTIMATED TOTAL					=====		
											102.78		

User PERMITS2 Print Date 1/25/2023 4:02:17 PM

Property ID : R000009068

Geo ID : B5070005800

Quick Link :



STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
510 YOUNG ST 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.

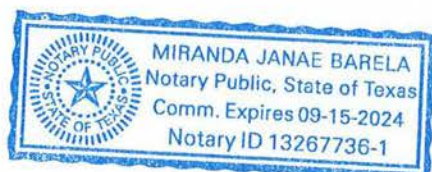
Making this record was a regular practice of that activity.

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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT Q-2

NOTES

Incident Notes:

Task #: 112946 - INSPECT ACCUMULATED - 10/24/2022

1/23/2023 Inspected property and found that nothing had been done to clean it up. Property is still in violation and I have not received any contact from the property owner. Sending to legal for abatement.

Task #: 112947 - ACCUMULATED ITEMS - 10/24/2022

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
FIRE MARSHAL'S FIRE REPORT**

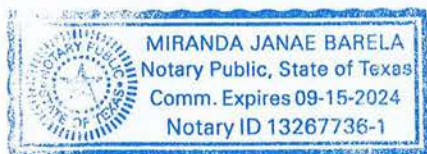
“The fire report, attached as **Exhibit Q-3** presents factual findings from a legally authorized investigation of the Fire Marshal. The document is a copy of the official record.”

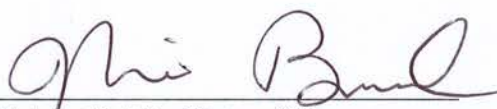
SIGNED on the 20TH day of March, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20th day of March, 2023 by the above referenced Affiant.





Notary Public, State of Texas

EXHIBIT Q-3

Roy

A		FDID ☐ TX ☐		MM 05 DO 16 YYYY 2022		Station ☐ Incident Number 0000827 Exposure 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.											
☒ Street address ☐ Intersection ☐ In front of ☐ Rear of ☐ Adjacent to ☐ Directions ☐ U.S. National Grid											
Census Tract ☐ - ☐ Number/Milepost ☐ Prefix ☐ 510 young Street or Highway ☐ Street Type ☐ Suffix ☐ Apt./Suite/Room ☐ City Big Spring State TX ZIP Code 79720 Cross Street, Directions or National Grid, as applicable											
C Incident Type ☐ 112 Fires in structure oth... Incident Type				E1 Dates and Times Midnight is 0000 Month 05 Day 16 Year 2022 Hour 00 Min 45 Check boxes if dates are the same as Alarm Date. Alarm ☒ 05 16 2022 0045 ARRIVAL required, unless canceled or did not arrive ☒ Arrival ☐ ☐ ☐ 0047 CONTROLLED optional, except for wildland fires ☐ Controlled ☐ ☐ ☐ ☐ ☒ Last Unit 0326 LAST UNIT CLEARED, required except for wildland fires				E2 Shifts and Alarms Local Option ☐ ☐ 003 Shift or Platoon Alarms District			
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 ☐				E3 Special Studies Local Option Special Study ID# ☐ Special Study Value ☐							
F Actions Taken ☐ 11 fire service personnel Primary Action Taken (1) 12 Salvage & overhaul 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 LOSSES: Required for all fires if known. Optional for non-fires. None Property \$ ☐ ☐ ☐ ☐ ☐ ☐ 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.)			
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 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				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 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				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 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 ☐											

K1 Person/Entity Involved

Local Option

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

☐ 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:

Bryant Kleman

May 16, 2022 10:51:48

Engine 3, Engine 4, Engine 2, and medic 5 were dispatched to 810 E 6th street for a structure fire.

Engine 4 was first arriving engine on scene and reported a fully involved structure with heavy fire and exposures.

Engine 4 pulled attack line to the Alpha side of the structure and began extinguishment and prevented the overgrowth surrounding the residence from moving to other structures around the residence. Engine 3 arrived on scene and pulled 200 ft of 1 3/4 to the Charlie side of the structure and extinguished the exposure on the Charlie side and made entry into the home located on the Charlie side and confirmed all clears and no fire extension into the residence. Engine 3 assisted Engine 4 in extinguishing the original residence on fire and used an estimated 4000 gallons. Overhaul was begun and a front loader was dispatched to the residence to knock down standing walls.

☒ More remarks? Check this box and attach Supplemental Forms (NFIRS-1S) as necessary.

M Authorization

Check box if same as Officer in charge. ☐

Officer in charge ID

Signature

Position or rank

Assignment

Month

Day

Year

0805

BC

05

16

2022

Member making report ID

Signature

Position or rank

Assignment

Month

Day

Year

1611

Lt

05

16

2022

A	FDID	State	Incident Date	MM	DD	YYYY	Station	Incident Number	Exposure	☐ Delete ☐ Change	NFIRS-1S Supplemental
----------	---------------------------	----------------------------	------------------------------------	-------------------------	-------------------------	---------------------------	------------------------------	--------------------------------------	-------------------------------	--	----------------------------------

K1 Person/Entity Involved		Business Name (if applicable)		Area Code	Phone Number
Local Option					
☐ 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
	Post Office Box		Apt./Suite/Room		City
	State	ZIP Code			

K1 Person/Entity Involved		Business Name (if applicable)		Area Code	Phone Number
Local Option					
☐ 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
	Post Office Box		Apt./Suite/Room		City
	State	ZIP Code			

K1 Person/Entity Involved		Business Name (if applicable)		Area Code	Phone Number
Local Option					
☐ 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
	Post Office Box		Apt./Suite/Room		City
	State	ZIP Code			

K1 Person/Entity Involved		Business Name (if applicable)		Area Code	Phone Number
Local Option					
☐ 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
	Post Office Box		Apt./Suite/Room		City
	State	ZIP Code			

K1 Person/Entity Involved		Business Name (if applicable)		Area Code	Phone Number
Local Option					
☐ 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
	Post Office Box		Apt./Suite/Room		City
	State	ZIP Code			

E3**Supplemental Special Studies**

Local Option

**NFIRS-1S
Supplemental**1
Special Study ID# Special Study Value2
Special Study ID# Special Study Value3
Special Study ID# Special Study Value4
Special Study ID# Special Study Value5
Special Study ID# Special Study Value6
Special Study ID# Special Study Value7
Special Study ID# Special Study Value8
Special Study ID# Special Study Value**L****Remarks:**

Local Option

Rescue 2 provided a supply line during fire operations and assisted in fire ground operations. Medic 5 assisted Engine 3 on Charlie side throughout fire operations.

Bryant Kleman - Unit 11
May 16, 2022 10:59:16

BC 1 assisted in providing resources and establishing IC.

Bryant Kleman - Engine 3
May 16, 2022 11:00:33

Engine 3 performed fire ground operation on Charlie side along with clearing and extinguishing the exposure on Charlie side

Bryant Kleman - Engine 4
May 16, 2022 11:11:09

Engine 4 was first arriving engine and performed fire extinguishment from alpha side

Bryant Kleman - Medic 5
May 16, 2022 11:13:28

Medic 5 assisted engine 3 on Charlie side

Bryant Kleman - Rescue 2
May 16, 2022 11:18:04

Rescue 2 brought in a water supply and assisted Engine 4 in fire ground operations.

A FDID	TX	MM 05	DD 16	YYYY 2022	Station 	Incident Number 0000827	Exposure 000	☐ Delete ☐ Change	NFIRS-2 Fire
---------------------------------------	----	----------	----------	--------------	---------------------------------	----------------------------	-----------------	--	-------------------------------

B Property Details B1 1 ☐ Not Residential Estimated number of residential living units in building of origin whether or not all units became involved. B2 ☐ Buildings not involved Number of buildings involved B3 ☒ None ☐ Less than one acre Acres burned (outside fires)	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 material (2) 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 D1 70 ☐ other Structural area, Area of fire origin D2 40 ☐ object, other Hot or smoldering Heat source D3 15 ☐ Interior wall covering excluding drapes, etc. Item first ignited ☒ Check box if fire spread was confined to object of origin. D4 64 ☐ Plywood 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	E3 Human Factors ☒ None Check all applicable boxes 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
E2 Factors Contributing to Ignition ☐ None 11 ☐ Abandoned or discarded materials or products Factor contributing to ignition (1) Factor contributing to ignition (2)		

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 Mobile property model License Plate Number State VIN Structure fire? Please be sure to complete the Structure Fire form (NFIRS-3).	H2 Mobile Property Type and Make Mobile property type Mobile property make Year	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
---	--	---

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. Total number of stories at or above grade. Total number of stories below grade.	I4 Main Floor Size ★ NFIRS-3 Structure Fire 00 , 001 , 200 Total square feet OR 0 , 060 BY 0 , 020 Length in feet Width in feet
--	---	--	--

J1 Fire Origin ★ Story of fire origin ☐ Below grade	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. Heavy vegetation - not crop, including trees K1 73 Item contributing most to flame spread Fiberboard, particleboard, and hardboard K2 65 Type of material contributing most to flame spread Required only if item contributing code is 00 or <70.
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L1 Presence of Detectors ★ (In area of the fire) N ☒ None Present → Skip to Section M 1 ☐ Present 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	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
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	L4 Detector Operation ★ 1 ☐ Fire too small to activate 2 ☐ Operated → Complete Block L5 3 ☐ Failed to operate → Complete Block L6 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 → Complete rest of Section M 1 ☐ Present 2 ☐ Partial System Present 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	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
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 (CO₂) system 0 ☐ Other special hazard system U ☐ Undetermined	M4 Number of Sprinkler Heads Operating ★ Required if system operated. Number of sprinkler heads operating	

A	FDID	TX	MM 05	DD 16	YYYY 2022	Station	Incident Number 0000827	Exposure 000	☐ Delete ☐ Change	NFIRS-10 Personnel
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B Apparatus or Resources	Dates and Times	Sent	Number of People	Apparatus Use	Actions Taken		
	Check if same date as Alarm date on the Basic Module (Block E1). Month Day Year Hour/Min	☒		Check ONE box for each apparatus to indicate its main use at the incident. ☐ Suppression ☐ EMS ☒ Other	List up to 4 actions for each apparatus and each personnel.		
1 ID Battali ☆Type 92	Dispatch ☒ 0045 Arrival ☒ 0049 Clear ☒ 0326	Sent ☒	1		81 		
Personnel ID ☆	Name	Rank or Grade	Attend ☒	Action Taken	Action Taken	Action Taken	Action Taken
0805	CHRIS GLENN		☒				
			☐				
			☐				
			☐				
			☐				
			☐				

2 ID Engine ☆Type 11	Dispatch ☒ 0045 Arrival ☒ 0049 Clear ☒ 0326	Sent ☒	3	☒ Suppression ☐ EMS ☐ Other	11 12 		
Personnel ID ☆	Name	Rank or Grade	Attend ☒	Action Taken	Action Taken	Action Taken	Action Taken
1611	Bryant Kleman		☒	11	12	81	86
1651	JOSH JENNINGS		☒	74	76	73	
2158	TY SPEARS		☒	11	12		
			☐				
			☐				
			☐				

3 ID Engine ☆Type 11	Dispatch ☒ 0045 Arrival ☒ 0047 Clear ☒ 0326	Sent ☒	2	☒ Suppression ☐ EMS ☐ Other	11 12 		
Personnel ID ☆	Name	Rank or Grade	Attend ☒	Action Taken	Action Taken	Action Taken	Action Taken
1495	Jordan Barron		☒	11	12		
1619	Stefan McAnally		☒				
			☐				
			☐				
			☐				
			☐				

A	FDID	TX	MM	DD	YYYY	Station	Incident Number	Exposure	☐ Delete ☐ Change	NFIRS-10 Personnel
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B Apparatus or Resources	Dates and Times	Midnight is 0000	Sent	Number of People	Apparatus Use	Actions Taken
	☒ Check if same date as Alarm date on the Basic Module (Block E1). Month Day Year Hour/Min		☒		Check ONE box for each apparatus to indicate its main use at the incident. ☐ Suppression ☒ EMS ☐ Other	List up to 4 actions for each apparatus and each personnel.
1 ID Medic 5 ☆Type 76	Dispatch ☒ 0045 Arrival ☒ 0050 Clear ☒ 0326		☒	3		11

Personnel ID ☆	Name	Rank or Grade	Attend	Action Taken	Action Taken	Action Taken	Action Taken
2115	PHILIP GENTRY		☒				
2224	DAWSON LOURENCO		☒	11	12		
2213	STEVEN WILKIE		☒	11	12		
			☐				
			☐				
			☐				

2 ID Rescue ☆Type 71	Dispatch ☒ 0045 Arrival ☒ 0050 Clear ☒ 0326	Midnight is 0000	Sent ☒	Number of People 3	☐ Suppression ☐ EMS ☒ Other	11 76
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Personnel ID ☆	Name	Rank or Grade	Attend	Action Taken	Action Taken	Action Taken	Action Taken
1801	CHARLES MONCRIEF		☒	11			
0746	James Phelps		☒	11			
2154	BRITTON HILL		☒	11			
			☐				
			☐				
			☐				

3 ID ☆Type	Dispatch ☐ Arrival ☐ Clear ☐	Midnight is 0000	Sent ☐	Number of People	☐ Suppression ☐ EMS ☐ Other	
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Personnel ID ☆	Name	Rank or Grade	Attend	Action Taken	Action Taken	Action Taken	Action Taken
			☐				
			☐				
			☐				
			☐				
			☐				
			☐				

A	FDID	★	TX	State	★	MM	DD	YYYY	Incident Date	★	Station	Incident Number	★	0000827	000	Exposure	★	☐ Delete ☐ Change ☐ No Activity	ESO-1 Non-NFIRS Fields
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E1 Additional Incident Times													
		Month	Day	Year	Hour	Min			Month	Day	Year	Hour	Min
PSAP Received									Dispatch Notified				

B Apparatus or Resources	Dates and Times Midnight is 0000	ID	En Route
	Month Day Year Hour/Min	Type	District
	En Route		
Type	District	Type	District
	En Route		
Type	District	Type	District
	En Route		
Type	District	Type	District
	En Route		
Type	District	Type	District
	En Route		
Type	District	Type	District

STATE OF TEXAS

§
§
§

COUNTY OF HOWARD

**CERTIFICATION
PHOTOGRAPHS TAKEN BY KALEB SMITH**

“With regard to the photographs in **Exhibits Q-4, and Q-5**, I am familiar with and recognize the scene depicted in the photographs. On October 10, 2022, and January 23, 2023. I inspected the property described as:

LT 6 BK 6 PORTER 50x140 362 0.161 ACRES ACQ 121818 of Big Spring,
Howard County, Texas, also known as **510 YOUNG ST**, Big Spring, Texas

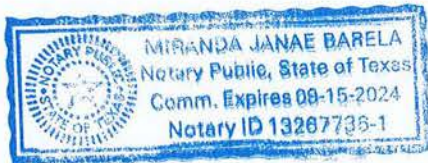
Each of the photographs is a fair and accurate depiction of the scene at the relevant time.”

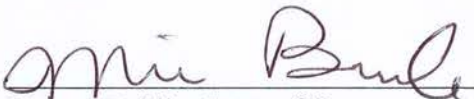
SIGNED on the 20TH day of March 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above referenced Affiant.





Notary Public, State of Texas

EXHIBIT Q-4



2022.10.10 11:14



2022.10.10 11:14





2022. 10. 10 11:12





2022.10.10 11:14



2022.10.10 11:14

EXHIBIT Q-5



2023. 1. 23 10:25

STATE OF TEXAS

COUNTY OF HOWARD

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§
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**CERTIFICATION
NOTICE SENT BY KALEB SMITH**

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

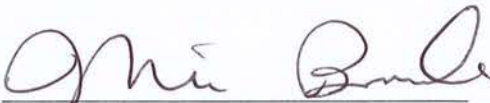
Certified Mail Return for Exhibit Q-7 is also attached.

SIGNED on the 20TH day of March, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



Notary Public, State of Texas

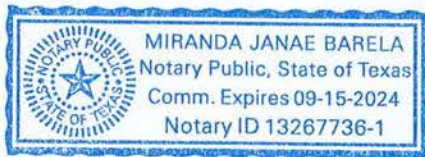


EXHIBIT Q-6



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

510 YOUNG ST
Lot: 6 BK: 6 PORTER 362

October 24, 2022

Case No: 71301

ROLLO AND CYNTHIA GURSS TRUST
1120 SLATON
LUBBOCK TX 79404

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, remnants of the burned down house, 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

Kaleb Smith
Name

432-264-2508
Phone

Code Compliance
Department

ksmith@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,

Kaleb Smith
Code Compliance Official
City of Big Spring, Texas



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

**510 YOUNG ST
Lot: 6 BK: 6 PORTER 362**

October 24, 2022

Case No: 71302

ROLLO AND CYNTHIA GURSS TRUST
1120 SLATON
LUBBOCK TX 79404

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

There is an accumulation of items that provide harborage and/or food to rodents and other vermin that needs to be removed from the property. If problem persists criminal charges will be filed.

Deadline for Compliance

Seven (7) days from date of mailing

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

Issued by

Kaleb Smith

Name

Code Compliance

Department

432-264-2508

Phone

ksmith@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,

Kaleb Smith
Code Official
City of Big Spring, Texas



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

510 YOUNG ST
Lot: 6 BK: 6 PORTER 362

October 24, 2022

Case No: 71300

ROLLO AND CYNTHIA GURSS TRUST
1120 SLATON
LUBBOCK TX 79404

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 is overgrown and needs to be mowed. You are responsible for up to 3 ft past the curb. 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

Kaleb Smith

Name

432-264-2508

Phone

Code Compliance

Department

ksmith@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 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.

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Sincerely,

Kaleb Smith
Code Compliance Official
City of 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

510 YOUNG, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 6 BK 6 PORTER 50x140
362 0.161 ACRES ACQ 121818

March 3, 2023

Rollo and Cynthia Gurss Irrevocable Grandchildren's Trust
1120 Slaton
Lubbock, TX 79404

Sent via: Certified Mail, Return Receipt Requested

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 (12) 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.
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

The remnants of the burned structure must be removed. There are accumulated items such as pieces of wood, broken pieces of the home structure, miscellaneous trash items such as a shopping cart as well. There is also a great amount of overgrown shrubbage, weeds and grass. The accumulation along with the excessive weeds and shrubbage create a harborage for rodents creating both unsanitary and unsafe conditions.

Deadline for Compliance

Seven (7) days from date of mailing

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

Issued by

Kaleb Smith

Name

Code Compliance

Department

432-264-2508

Phone

ksmithmybigspring.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.

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 **March 14th, 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,



Kaleb Smith, Code Enforcement
City of Big Spring, Texas



NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

510 YOUNG, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 6 BK 6 PORTER 50x140
362 0.161 ACRES ACQ 121818

March 13, 2023

Rollo and Cynthia Gurss Irrevocable Grandchildren's Trust
1120 Slaton
Lubbock, TX 79404

Sent via: Certified Mail, Return Receipt Requested

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 (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.
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

The remnants of the burned structure must be removed. There are accumulated items such as pieces of wood, broken pieces of the home structure, miscellaneous trash items such as a shopping cart as well. There is also a great amount of overgrown shrubbery, weeds and grass. The accumulation along with the excessive weeds and shrubbery create a harborage for rodents creating both unsanitary and unsafe conditions.

Deadline for Compliance

Seven (7) days from date of mailing

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

Issued by

Kaleb Smith

Name

Code Compliance

Department

432-264-2508

Phone

ksmithmybigspring.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.

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 **March 28, 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.

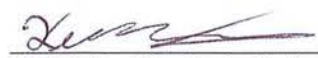
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, 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.icsafe.org/codes/i-codes>.

Sincerely,



Kaleb Smith, Code Enforcement
City of Big Spring, Texas

EXHIBIT Q-7

Tracking Number:

Remove X

9171082133393629908585

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 10:22 am on March 17, 2023 in LUBBOCK, TX 79404.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

LUBBOCK, TX 79404
March 17, 2023, 10:22 am

See All Tracking History

Feedback

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package



Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

Tracking Number:

Remove X

9489009000276209461211

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Moving Through Network
In Transit to Next Facility

March 17, 2023

Departed USPS Regional Facility
MIDLAND TX DISTRIBUTION CENTER
March 13, 2023, 12:51 am

See All Tracking History

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus[®]



Product Information



See Less 

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS

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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 **March 28, 2023**, attached as **Exhibit Q-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 13, 2023.

This notice was also published in the Big Spring Herald on March 14, 2023.”

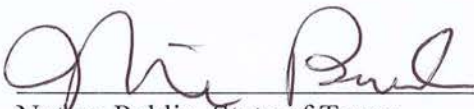
SIGNED on the 20TH day of MARCH, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.





Notary Public, State of Texas

EXHIBIT Q-8



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

813 W 8TH ST, BIG SPRING, TEXAS 79720 – LT 2, BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 – OWNER: LUIS LLAMAS SOLIS

1910 SCURRY ST, BIG SPRING, TEXAS 79720 – LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES – OWNER: JERRY T WALTON, JUANITA H WALTON

1207 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 10, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES – OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 – S/47.5' LT 7, BK 3, (100X125.5) 1147 0.28 ACRES – OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 5-6, BK F EARLES, 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES – OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 – N/50 SE/ OF BK 44 BAUER 50X140 059 0.161 ACRES – OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT AMANDA GAIL EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 – LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES– OWNER: JOHNNY LEE PUGA, 1411 SETTLES

1513 E 17TH ST, BIG SPRING, TEXAS 79720 – E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES – OWNER: CHRISTINE BAKER, 1513 E 17TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 – LT 6, BK 6, PORTER 50X140 362 0.161 ACRES ACQ 121818 – OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 4, BK F, EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES – OWNER: MARGIE ARSIAGA GARCIA

811 W 8 TH ST, BIG SPRING, TEXAS 79720 – LESS 65X40 OF LT 1, BK 7, CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES – OWNER: RAUL J MARQUEZ

715 ANNA, BIG SPRING, TEXAS 79720 – LT 8, BK 12, SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES – OWNER: ROSA RODRIGUEZ

108 LOCKHART, BIG SPRING, TEXAS 79720 – LT 2, BK 6, LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022– OWNER: TIMOTHY EDWARD WILSON

1311 MADISON, BIG SPRING, TEXAS 79720 – LT 19, BK 8, WRITGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES– OWNER: SHEREDA MINTZ

1510 WOOD, BIG SPRING, TEXAS 79720 – LT 14, BK 1A, BELVUE 70X125 1304 ACQ 021222021 BLK/TRACT 1-A 0.201 ACRES– OWNER: JEFREY WISER

1514 WOOD, BIG SPRING, TEXAS 79720 – LT 12, BK 1A, BELVUE 70X125 1302 ACQ 02122021 0.201 ACRES – OWNER: JEFREY WISER

1513 WOOD, BIG SPRING, TEXAS 79720 – LT 7, BK 2A, BELVUE 50X125 1274 ACQ 02122021 0.143 ACRES – OWNER: JEFREY WISER

1109 E 4TH ST, BIG SPRING, TEXAS 79720 – LT 11, BK 19, BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES – OWNER: JOSEPH A DEERING AND DOROTHY L. DEERING

1607 E 3RD ST, BIG SPRING, TEXAS 79720 – Acres 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ACRES ACQ 11262019 – OWNER: CASEY'S CAMPERS, LLC

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720 – SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014– OWNER: BIG SPRING MULTI-FAMILY #1 LP

1309 GRAFA STREET, BIG SPRING, TEXAS 79720 – LT 17 BK 15 MONTICELLO 60X125 212 ACQ 010402 BLK/TRACT 15 0.172 ACRES – OWNER: JUDY AND DAVID SAUSMAN

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 LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING

Nick Reyna, Building Official



1207 LAMAR AVENUE

CODE OFFICER: ASHLEY GUERRA

STATE OF TEXAS

COUNTY OF HOWARD

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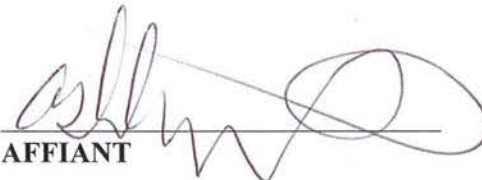
**AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 1207 LAMAR AVENUE**

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 **1207 LAMAR AVENUE** 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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

STATE OF TEXAS

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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:

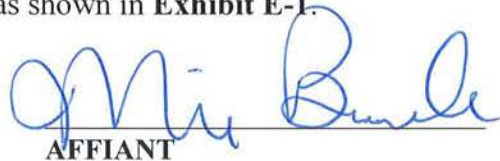
**LT 19 BK 10 MONTICELLO 60x125 298 ACQ 032309 BLK/TRACT 10
0.172 ACRES** of Big Spring, Howard County, Texas, also known as **1207
LAMAR AVENUE**, Big Spring, Texas

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 **JULIA JOHNSTON** is the owner of the
property located at the above-described premises and their mailing address is **1207 LAMAR
AVENUE**, Big Spring, Howard County, Texas, as shown in **Exhibit E-1**.

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above
referenced Affiant.


Notary Public, State of Texas

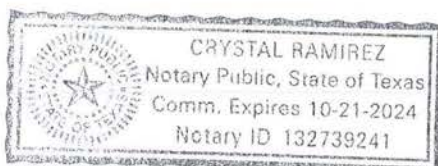


EXHIBIT E -1

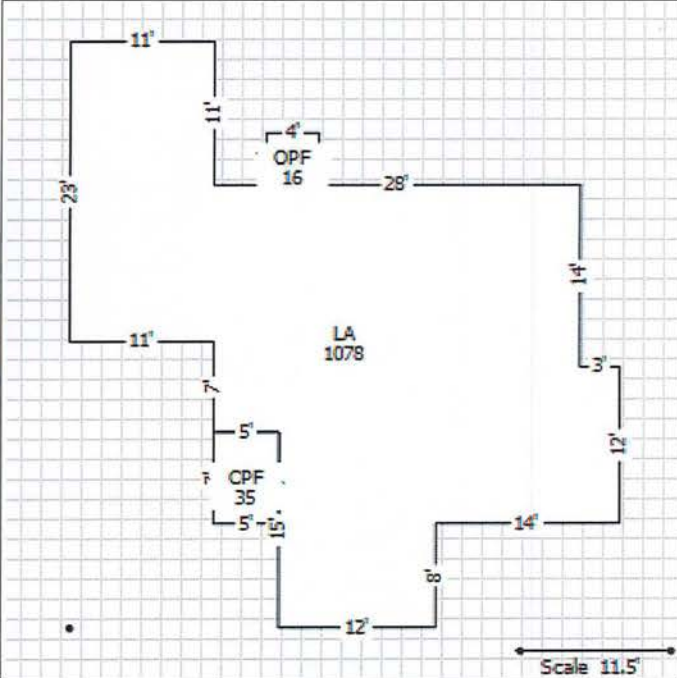
Ownership

JOHNSTON JULIA
1207 LAMAR
BIG SPRING, TX 79720-5120

Exemptions/Deed

VOL: 1131
PAGE: 614
DATE: 3/23/2009





Legal Information

LEGAL: LT 19 BK 10 MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES
SITUS: 1207 LAMAR
ACRES:0.172
ALT:7036
XREF:7036.1

UNCERTIFIED

Appraisal Coding
Appr By JD Appr Dt 11/02/21
Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
3/23/09		1131	614	0	3/23/09	++++++	++++++	JOHNSTON JULIA	ROY JACQUES
9/9/04		945	775	0	3/23/09	++++++	++++++	ROY JACQUES	SHEPPARD BERT ET UX
3/1/82		0544	59	0	3/23/09	++++++	++++++	SHEPPARD BERT S ET UX	SHEPPARD BERT S 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	Feature Code	Cpsf / Value
LA-LIVING AREA	Y	1952/NA	RS3F	1,078	100.92	108,792	0 FA	-75%		0%	0%	0%	100%	0%	0%	-75.0%	27,198	AST-1 STORY	0
CPF-COVERED PORCH FR	Y	1952/NA	RS3F	35	15.14	530	0 FA	-75%		0%	0%	0%	100%	0%	0%	-75.1%	132	AUT-ALL	0
OPF-OPEN PORCH / PAT	Y	1952/NA	RS3F	16	6.06	97	0 FA	-75%		0%	0%	0%	100%	0%	0%	-75.3%	24	CRM-COMPOSITION	0
				=====		=====	=====										=====	EHC-WALL	0
				1,129		109,419	0										27,354	FET-FRAME	0
																		HRT-HIP	0
																		PFN-PIER AND BE	0
																		1BT-1 BATH	0
																		AHC-CEN HT AIR	0
																		=====	
SQFT MA: 1078 MKT CSF MA: 29.271 CSF IMPR: 25.375 LOC CODE: MT																			

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							

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
1207 LAMAR AVENUE CASE NOTES**

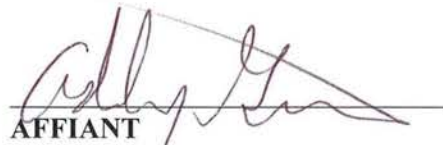
“This record, attached as **Exhibit E-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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.

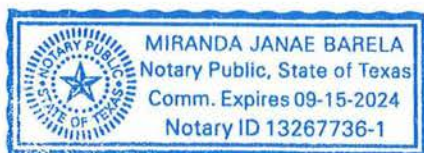
Making this record was a regular practice of that activity.

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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT E-2

NOTES

Incident Notes:

Task #: 114169 - INSPECT ACCUMULATED - 1/11/2023

ON 1-10-23 I NOTICED (AI) AT THE ADRESS OF 1207 LAMAR

SENT OUT A NOTICE OF VIOLATION ON 1-11-23

TO THE OWNER JULIA JOHNSTON

NO ONE HAS CONTACTED ME ON THE PROPERTY

WENT BACK FOR A REINSPECTION ON 1-25-23 AND NOTICED THAT THE BIKES THAT

WAS IN THE FRONT WAS MOVED TO THE BACK YARD WHERE ITS STILL IN PUBLIC VIEW

NOTHING HAS BEEN CLEANED

Task #: 114170 - ACCUMULATED ITEMS - 1/11/2023

STATE OF TEXAS

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COUNTY OF HOWARD

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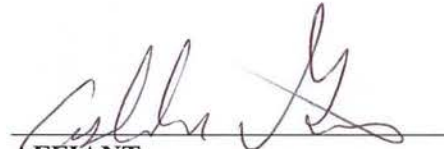
**CERTIFICATION
PHOTOGRAPHS TAKEN BY ASHLEY GUERRA**

“With regard to the photographs in **Exhibits E-3, and E-4** I am familiar with and recognize the scene depicted in the photographs. On January 10, 2023, and January 25, 2023, I inspected the property described as:

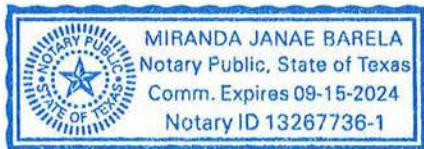
**LT 19 BK 10 MONTICELLO 60x125 298 ACQ 032309 BLK/TRACT 10
0.172 ACRES** of Big Spring, Howard County, Texas, also known as **1207
LAMAR AVENUE**, Big Spring, Texas

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

SIGNED on the 20TH day of March 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above referenced Affiant.



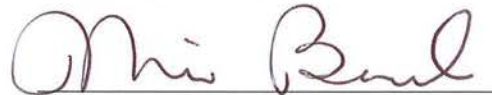

Notary Public, State of Texas

EXHIBIT E-3



1/10/2023 11:38



1/10/2023 11:38





1/10/2023 11:31

EXHIBIT E-4



1/25/2023 13:39



1/25/2023 13:38



1/25/2023 13:22





1/25/2023 13:38

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA**

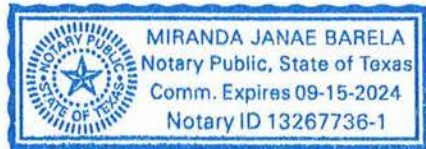
“The document in **Exhibit E-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT E-5



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1207 LAMAR AVE
Lot: 19 BK: 10 MONTICELLO 298

January 11, 2023

Case No: 72058

JULIA JOHNSTON
1207 LAMAR AVE
BIG SPRING TX 79720-3606

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 COUCHES ,OLD BIKES OLD WASHER AND DRYER 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

Name

Code Compliance

Department

432-264-2505

Phone

aguerra@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,

Code Compliance Officer
City of 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

1207 LAMAR, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 19 BK 10 MONTICELLO 60x125
298 ACQ 032309 BLK/TRACT 10 0.172 ACRES

March 3rd, 2023

JULIA JOHNSTON
1207 LAMAR
BIG SPRING, TX 79720

Sent via: Certified Mail, Return Receipt Requested

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

There is furniture, bikes, washers and dryer, and other miscellaneous items stacked all over the property. All items laying around the property as well that need to be picked up and out of public view. All of these items create a harborage for rodents resulting in unsanitary and unsafe conditions.

Seven (7) days from date of mailing

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

Issued by

Ashley Guerra

Name

Code Compliance

Department

432-264-2505

Phone

aguerra@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 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 **March 14th, 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,

A handwritten signature in blue ink, appearing to read 'Ashley Guerra', is written over a horizontal line.

Ashley Guerra, Code Enforcement
City of Big Spring, Texas



NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

1207 LAMAR, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 19 BK 10 MONTICELLO 60x125
298 ACQ 032309 BLK/TRACT 10 0.172 ACRES

March 13, 2023

JULIA JOHNSTON
1207 LAMAR
BIG SPRING, TX 79720

Sent via: Certified Mail, Return Receipt Requested

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

Corrective Action Required

There is furniture, bikes, washers and dryer, and other miscellaneous items stacked all over the property. All items laying around the property as well that need to be picked up and out of public view. All of these items create a harborage for rodents resulting in unsanitary and unsafe conditions.

Deadline for Compliance
Seven (7) days from date of mailing

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

Issued by

Ashley Guerra

Name

Code Compliance

Department

432-264-2505

Phone

aguerra@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 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 **March 28th, 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.

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- (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.

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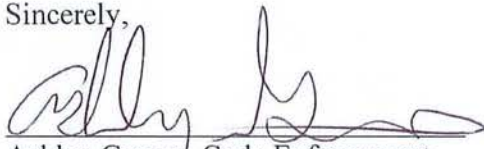
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, 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,

A handwritten signature in black ink, appearing to read 'Ashley Guerra', written over a horizontal line.

Ashley Guerra, Code Enforcement
City of Big Spring, Texas

EXHIBIT E-6

Tracking Number:

Remove X

9489009000276209461419

[Copy](#)

[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)

Latest Update

Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered

Out for Delivery

Preparing for Delivery

Moving Through Network

In Transit, Arriving Late

March 20, 2023

Departed USPS Regional Facility

MIDLAND TX DISTRIBUTION CENTER

March 16, 2023, 2:08 am

[See All Tracking History](#)

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less 

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS

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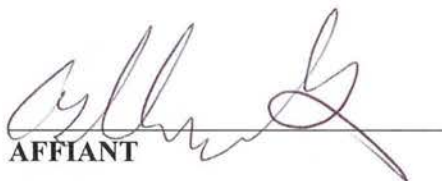
COUNTY OF HOWARD

**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

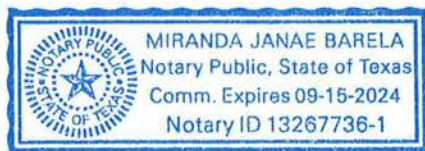
“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **March 28, 2023**, attached as **Exhibit E-7**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 13, 2023.

This notice was also published in the Big Spring Herald on MARCH 14, 2023.”

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT E-7



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

813 W 8TH ST, BIG SPRING, TEXAS 79720 – LT 2, BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 – OWNER: LUIS LLAMAS SOLIS

1910 SCURRY ST, BIG SPRING, TEXAS 79720 – LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES – OWNER: JERRY T WALTON, JUANITA H WALTON

1207 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 10, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES – OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 – S/47.5' LT 7, BK 3, (100X125.5) 1147 0.28 ACRES – OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 5-6, BK F EARLES, 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES – OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 – N/50 SE/ OF BK 44 BAUER 50X140 059 0.161 ACRES – OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT AMANDA GAIL EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 – LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES– OWNER: JOHNNY LEE PUGA, 1411 SETTLES

1513 E 17TH ST, BIG SPRING, TEXAS 79720 – E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES – OWNER: CHRISTINE BAKER, 1513 E 17TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 – LT 6, BK 6, PORTER 50X140 362 0.161 ACRES ACQ 121818 – OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 4, BK F, EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES – OWNER: MARGIE ARSIAGA GARCIA

811 W 8 TH ST, BIG SPRING, TEXAS 79720 – LESS 65X40 OF LT 1, BK 7, CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES – OWNER: RAUL J MARQUEZ

715 ANNA, BIG SPRING, TEXAS 79720 – LT 8, BK 12, SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES – OWNER: ROSA RODRIGUEZ

108 LOCKHART, BIG SPRING, TEXAS 79720 – LT 2, BK 6, LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022– OWNER: TIMOTHY EDWARD WILSON

1311 MADISON, BIG SPRING, TEXAS 79720 – LT 19, BK 8, WRITGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES– OWNER: SHEREDA MINTZ

1510 WOOD, BIG SPRING, TEXAS 79720 – LT 14, BK 1A, BELVUE 70X125 1304 ACQ 02122021 BLK/TRACT 1-A 0.201 ACRES– OWNER: JEFREY WISER

1514 WOOD, BIG SPRING, TEXAS 79720 – LT 12, BK 1A, BELVUE 70X125 1302 ACQ 02122021 0.201 ACRES – OWNER: JEFREY WISER

1513 WOOD, BIG SPRING, TEXAS 79720 – LT 7, BK 2A, BELVUE 50X125 1274 ACQ 02122021 0.143 ACRES – OWNER: JEFREY WISER

1109 E 4TH ST, BIG SPRING, TEXAS 79720 – LT 11, BK 19, BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES – OWNER: JOSEPH A DEERING AND DOROTHY L. DEERING

1607 E 3RD ST, BIG SPRING, TEXAS 79720 – Acres 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ACRES ACQ 11262019 – OWNER: CASEY'S CAMPERS, LLC

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720 – SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014– OWNER: BIG SPRING MULTI-FAMILY #1 LP

1309 GRAFA STREET, BIG SPRING, TEXAS 79720 – LT 17 BK 15 MONTICELLO 60X125 212 ACQ 010402 BLK/TRACT 15 0.172 ACRES – OWNER: JUDY AND DAVID SAUSMAN

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 LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING

Nick Reyna, Building Official



1105 NORTH SCURRY

CODE OFFICER: KALEB SMITH

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF
CONCERNING 1105 NORTH SCURRY STREET**

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

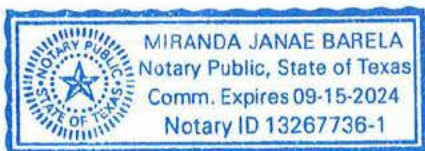
“My name is **KALEB SMITH**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

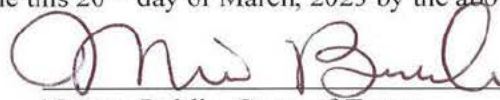
“I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1105 NORTH SCURRY 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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

STATE OF TEXAS

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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:

N/50 SE/4 OF BK 44 BAUER 50X140 059 0.161 ACRES of Big Spring,
Howard County, Texas, also known as **1105 NORTH SCURRY STREET**, Big
Spring, Texas

by searching the following records:

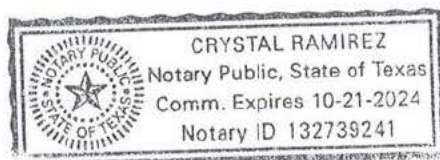
1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the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

Using the above-described records, I verified that **JOE DIAZ AND ROSARIO DIAZ** is the
owner of the property located at the above-described premises and their mailing address is **1105
NORTH SCURRY STREET**, Big Spring, Howard County, Texas, as shown in **Exhibit C-1**.

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above
referenced Affiant.



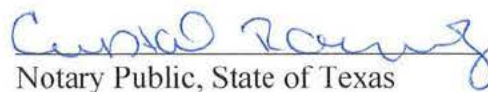

Notary Public, State of Texas

EXHIBIT C -1

HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000000680

Geo ID : B2280039100

1/1

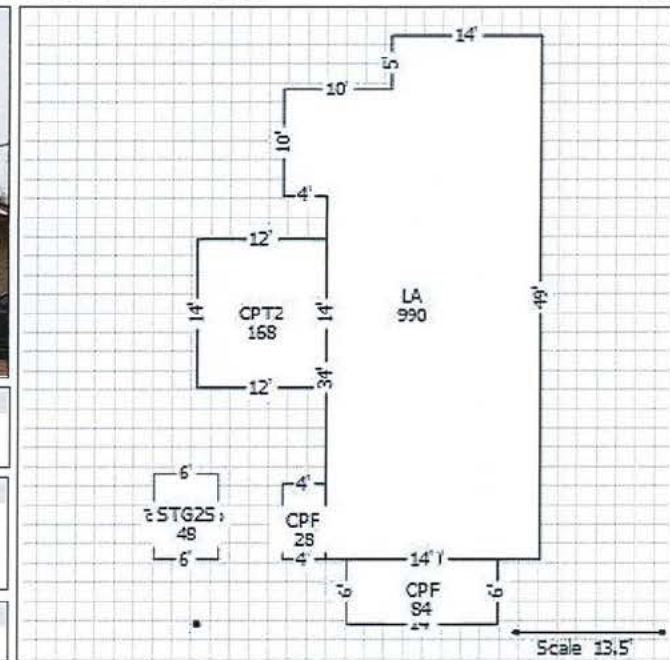
Ownership
DIAZ JOE ET UX 605 N SCURRY BIG SPRING, TX 79720-1464

Exemptions/Deed



Appraisal Coding	
Appr By JD	Appr Dt 11/03/21
Check By	Check Dt

Legal Information
LEGAL: N/50 SE/4 OF BK 44 BAUER 50X140 059 0.161 ACRES SITUS: 1105 N SCURRY ACRES:0.161 ALT:680 XREF:680.1
UNCERTIFIED RECHECK-GB 22 RE..



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	Feature Code	Cpsf / Value
LA-LIVING AREA	Y	1940/NA	RS3F	990	105.37	104,316	0 PO	-90%	0%	0%	0%	0%	100%	0%	-90.0%	10,432	AST-1 STORY	0
CPF-COVERED PORCH FR	Y	1940/NA	RS3F	84	15.81	1,328	0 PO	-90%	0%	0%	0%	0%	100%	0%	-90.0%	133	AUT-ALL	0
CPF-COVERED PORCH FR	Y	1940/NA	RS3F	28	15.81	443	0 PO	-90%	0%	0%	0%	0%	100%	0%	-90.1%	44	CRM-COMPOSITION	0
CPT2-CARPORT AVERAGE	Y	1940/NA	RS3F	168	9.79	1,645	0 PO	-90%	0%	0%	0%	0%	100%	0%	-90.0%	164	FET-FRAME	0
STG2S-AVG QUALITY ST	Y	1940/NA	RS3F	48	10.67	512	0 PO	-90%	0%	0%	0%	0%	100%	0%	-90.0%	51	MHC-MOIST AIR	0
=====				1,318		108,244	0									10,824	PFN-PIER AND BE	0
=====																	18T-1 BATH	0
=====																	HRT-HIP	0
=====																	=====	0
SQFT MA: 990 MKT CSF MA: 12.954 CSF IMPR: 10.933 LOC CODE: NC																		

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		40.00		0%		Y	2,000	A1						
									=====							
									2,000							

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
1105 NORTH SCURRY 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.

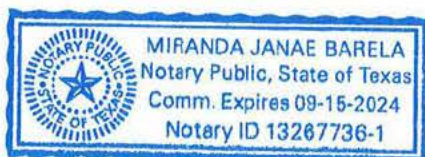
Making this record was a regular practice of that activity.

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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



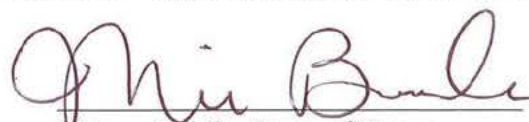

Notary Public, State of Texas

EXHIBIT C-2

NOTES

Incident Notes:

Task #: 113110 - INSPECT ACCUMULATED - 11/08/2022

11/2/2022 A woman called and complained to Jacob Leos. She claims the house is a drug house and said she is contacting the narcotics division of PD. Claims the residents are working on cars but I saw no evidence of that. Lady said she will be calling City Hall when nothing gets done. Jacob gave me the complaint since it is in my area to work. Property is full of accumulated items. Joe Diaz is the owner of the property. Amanda Eggleston is on the water account and is the presumed renter.

1/23/2023 I have had no contact with the property owner or the renter.I inspected the property and found it in the same condition.

Task #: 113111 - ACCUMULATED ITEMS - 11/08/2022

STATE OF TEXAS

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COUNTY OF HOWARD

**CERTIFICATION
PHOTOGRAPHS TAKEN BY KALEB SMITH**

“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 November 3, 2022, and January 23, 2023, I inspected the property described as:

N/50 SE/4 OF BK 44 BAUER 50X140 059 0.161 ACRES of Big Spring,
Howard County, Texas, also known as **1105 NORTH SCURRY STREET**, Big
Spring, Texas

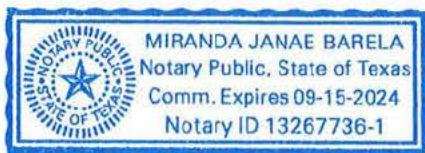
Each of the photographs is a fair and accurate depiction of the scene at the relevant time.”

SIGNED on the 20th day of March, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20th day of March, 2023 by the above referenced Affiant.





Notary Public, State of Texas

EXHIBIT C -3



2022. 11. 3 9:50





2022.11. 3 9:50



2022.11. 3 9:50



2022.11. 3 9:50



2022.11. 3 9:50



2022.11.3 9:51

EXHIBIT C -4



2023. 1.23 10:08



2023. 1.23 10:08





2023. 1. 23 10:08





2023. 1. 23 10:08

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY KALEB SMITH**

“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 20TH day of March, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.





Notary Public, State of Texas

EXHIBIT C-5



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1105 N SCURRY ST
N/50 SE/4 OF BK 44 BAUER PARCEL 059

November 8, 2022

Case No: 71393

JOE DIAZ
605 N SCURRY ST
BIG SPRING TX 79720-1464

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 (tires, appliances, barrels, scrap wood, scrap metal, scrap plastic, tree trimmings, and tons of accumulated items) that need 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

Kaleb Smith

Name

Code Compliance

Department

432-264-2508

Phone

ksmith@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,

A handwritten signature in black ink, appearing to read 'Kaleb Smith', with a long horizontal flourish extending to the right.

Kaleb Smith
Code Compliance Official
City of Big Spring, Texas



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1105 N SCURRY ST
N/50 SE/4 OF BK 44 BAUER PARCEL 059

November 8, 2022

Case No: 71394

JOE DIAZ
605 N SCURRY ST
BIG SPRING TX 79720-1464

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 is an accumulation of items that provides harborage and/or food to rodents and other vermin that needs to be removed from the property. 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	Kaleb Smith	Code Compliance
	<i>Name</i>	<i>Department</i>
	432-264-2508	ksmith@mybigspring.com
	<i>Phone</i>	<i>E-mail</i>

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,



Kaleb Smith
Code Official
City of 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

1105 N SCURRY, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: N/50 SE/4 OF BK 44 BAUER
50x140 059 0.161 ACRES

March 3rd, 2023

JOE DIAZ AND ROSARIO DIAZ
1411 SETTLES
BIG SPRING, TX 79720

Sent via: Certified Mail, Return Receipt Requested

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**

There are multiple items scattered around the property such as pieces of wood, metal, miscellaneous tools, buckets and ladders which is unsafe. The amount of miscellaneous trash and amount of accumulation creates a harborage for rodents which is unsanitary. These items need to be cleaned up and removed from the property.

Seven (7) days from
date of mailing

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

Issued by

Kaleb Smith

Name

Code Compliance

Department

432-264-2508

Phone

ksmith@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 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 **March 14th, 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,



Kaleb Smith, Code Enforcement
City of 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

1105 N SCURRY, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: N/50 SE/4 OF BK 44 BAUER
50x140 059 0.161 ACRES

March 13, 2023

JOE DIAZ AND ROSARIO DIAZ
AMANDA GAIL EGGLESTON
605 NORTH SCURRY
BIG SPRING, TX 79720

Sent via: Certified Mail, Return Receipt Requested

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 tires, appliances, barrels, scrap wood, scrap metal, scrap plastic, tree trimmings, 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

Kaleb Smith

Name

Code Compliance

Department

432-264-2508

Phone

ksmith@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.

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 **March 28th, 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,


Kaleb Smith, Code Enforcement
City of Big Spring, Texas

EXHIBIT C-6

Tracking Number:

Remove X

9171082133393629908530

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item has been delivered to an agent for final delivery in BIG SPRING, TX 79720 on March 17, 2023 at 11:52 am.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered to Agent
Delivered to Agent for Final Delivery
BIG SPRING, TX 79720
March 17, 2023, 11:52 am

See All Tracking History

Feedback

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus[®]



Product Information



See Less ^

Track Another Package



Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS

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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 **March 28, 2023**, attached as **Exhibit C-7**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 13, 2023.

This notice was also published in the Big Spring Herald on March 14, 2023.”

SIGNED on the 20TH day of March, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



Notary Public, State of Texas

EXHIBIT C-7



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

813 W 8TH ST, BIG SPRING, TEXAS 79720 – LT 2, BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 – OWNER: LUIS LLAMAS SOLIS

1910 SCURRY ST, BIG SPRING, TEXAS 79720 – LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES – OWNER: JERRY T WALTON, JUANITA H WALTON

1207 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 10, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES – OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 – S/47.5' LT 7, BK 3, (100X125.5) 1147 0.28 ACRES – OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 5-6, BK F EARLES, 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES – OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 – N/50 SE/ OF BK 44 BAUER 50X140 059 0.161 ACRES – OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT AMANDA GAIL EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 – LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES– OWNER: JOHNNY LEE PUGA, 1411 SETTLES

1513 E 17TH ST, BIG SPRING, TEXAS 79720 – E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES – OWNER: CHRISTINE BAKER, 1513 E 17TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 – LT 6, BK 6, PORTER 50X140 362 0.161 ACRES ACQ 121818 – OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 4, BK F, EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES – OWNER: MARGIE ARSIAGA GARCIA

811 W 8 TH ST, BIG SPRING, TEXAS 79720 – LESS 65X40 OF LT 1, BK 7, CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES – OWNER: RAUL J MARQUEZ

715 ANNA, BIG SPRING, TEXAS 79720 – LT 8, BK 12, SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES – OWNER: ROSA RODRIGUEZ

108 LOCKHART, BIG SPRING, TEXAS 79720 – LT 2, BK 6, LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022– OWNER: TIMOTHY EDWARD WILSON

1311 MADISON, BIG SPRING, TEXAS 79720 – LT 19, BK 8, WRITGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES– OWNER: SHEREDA MINTZ

1510 WOOD, BIG SPRING, TEXAS 79720 – LT 14, BK 1A, BELVUE 70X125 1304 ACQ 02122021 BLK/TRACT 1-A 0.201 ACRES– OWNER: JEFREY WISER

1514 WOOD, BIG SPRING, TEXAS 79720 – LT 12, BK 1A, BELVUE 70X125 1302 ACQ 02122021 0.201 ACRES – OWNER: JEFREY WISER

1513 WOOD, BIG SPRING, TEXAS 79720 – LT 7, BK 2A, BELVUE 50X125 1274 ACQ 02122021 0.143 ACRES – OWNER: JEFREY WISER

1109 E 4TH ST, BIG SPRING, TEXAS 79720 – LT 11, BK 19, BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES – OWNER: JOSEPH A DEERING AND DOROTHY L. DEERING

1607 E 3RD ST, BIG SPRING, TEXAS 79720 – Acres 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ACRES ACQ 11262019 – OWNER: CASEY'S CAMPERS, LLC

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720 – SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014– OWNER: BIG SPRING MULTI-FAMILY #1 LP

1309 GRAFA STREET, BIG SPRING, TEXAS 79720 – LT 17 BK 15 MONTICELLO 60X125 212 ACQ 010402 BLK/TRACT 15 0.172 ACRES – OWNER: JUDY AND DAVID SAUSMAN

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 LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING

Nick Reyna, Building Official



813 WEST 8TH STREET

CODE OFFICER: MALISSA GARCIA

STATE OF TEXAS

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COUNTY OF HOWARD

**AFFIDAVIT OF MALISSA GARCIA
CONCERNING 813 W 8TH ST**

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:

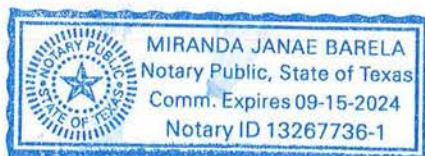
“I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **813 WEST 8TH 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.”

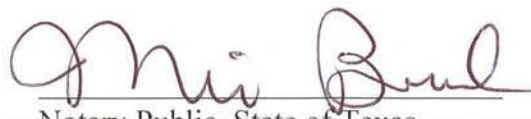
SIGNED on the 20TH day of March, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above referenced Affiant.





Notary Public, State of Texas

STATE OF TEXAS

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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 2 BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 of Big
Spring, Howard County, Texas, also known as **813 W 8TH ST**, 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 **LUIS LLAMAS SOLIS** is the owner of
the property located at the above-described premises and their mailing address is **813 WEST
8TH STREET**, Big Spring, Howard County, Texas, as shown in **Exhibit T-1**.

SIGNED on the 20TH day of March 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above
referenced Affiant.

Notary Public, State of Texas

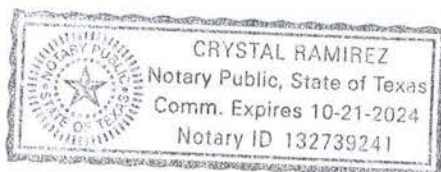


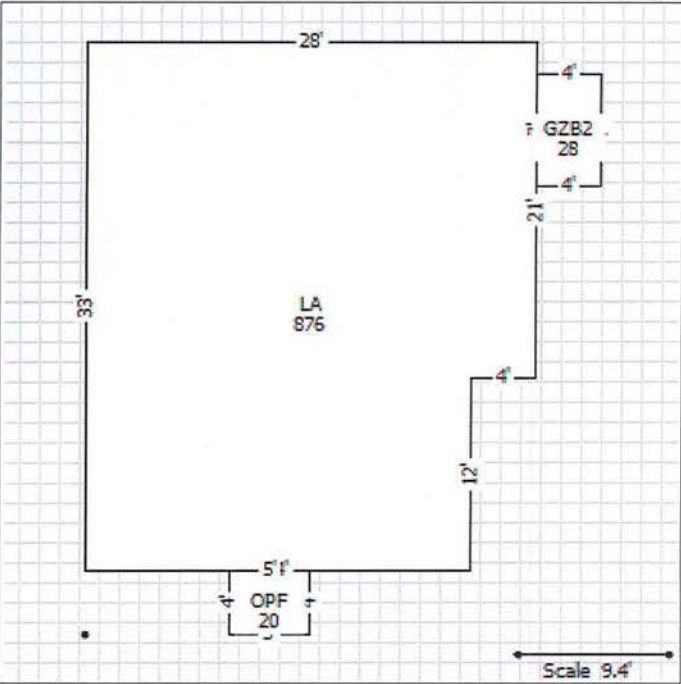
EXHIBIT T-1

Ownership

SOLIS LUIS LLAMAS
8713 PLEASANT LN #B
AUSTIN, TX 78754

Exemptions/Deed

INST: 2020-00006790
VOL: 1938
PAGE: 655
DATE: 8/26/2020



Legal Information

LEGAL: LT 2 BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020
SITUS: 813 W 8TH
ACRES:0.200
ALT:1933
XREF:1933.1

UNCERTIFIED

Appraisal Coding
Appr By CT Appr Dt 11/15/21
Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
8/26/20		1938	655	2020-00006790	8/26/20	++++++	++++++	SOLIS LUIS LLAMAS	SALAS CRYSTAL V
8/13/20		1935	93	2020-00006386	8/13/20	++++++	++++++	SALAS CRYSTAL V	SALAS FRANCISCO
12/11/19		1877	413	201900012176	12/11/19	++++++	++++++	SALAS FRANCISCO	REESE GLORIA MERCEDES

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	Feature Code	Cpsf / Value
LA-LIVING AREA	Y	1950/NA	RS2F	876	85.53	74,924	0 VP	-90%		0%	-50%	0%	100%	0%	0%	-95.0%	3,746	AST-1 STORY	0
OPF-OPEN PORCH / PAT	Y	1950/NA	RS2F	20	5.13	103	0 VP	-90%		0%	-50%	0%	100%	0%	0%	-95.1%	5	AUT-ALL	0
GZB2-GAZEBO / COVERE	Y	1950/NA	RS2F	28	10.24	287	0 VP	-90%		0%	-50%	0%	100%	0%	0%	-95.1%	14	CRM-COMPOSITION	0
				=====		=====	=====										=====	FET-FRAME	0
				924		75,314	0										3,765	GRT-GABLE	0
SQFT MA: 876 MKT CSF MA: 7.038 CSF IMPR: 4.298 LOC CODE: WC																		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
LFF12	60.0 FF/60.0 RF/145.0 DF LOTS	40.0		40.00		0%		Y	2,400	A1						
																=====
																2,400
																=====
																0

Comments

	2023	Ptd	Change +/-	Prior	2022	Ptd	Entity / Description	Exemption	Txbl Value	Rate Per \$100	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Coding
Impr Homesite +	3,765	A1	-1,105	4,870	A1		01H HOWARD COUNTY	0	6,165	.3275450		20.19	HSAPPNOT17	BSISDW
Land Homesite +	2,400	A1	0	2,400	A1		02B CITY OF BIG SPRING	0	6,165	.6731630		41.50	MULTI	WC22
Total Market =	6,165		-1,105	7,270			03B BIG SPRING ISD	0	6,165	1.0160000	2009	62.64		
Assessed =	6,165		-1,105	7,270			052 HOWARD COLLEGE	0	6,165	.2367770		14.60		
												=====		
												138.93		

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
PHOTOGRAPHS TAKEN BY MALISSA GARCIA**

“With regard to the photographs in **Exhibits T-2**, I am familiar with and recognize the scene depicted in the photographs. On February 2nd, 2023. I inspected the property described as:

LT 2 BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 of Big Spring, Howard County, Texas, also known as **813 W 8TH ST**, Big Spring, Texas

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

SIGNED on the 20TH day of March 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above referenced Affiant.



Mie Barela
Notary Public, State of Texas

EXHIBIT T-2





2/ 2/2023 10:58



STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY MALISSA GARCIA**

“The document in Exhibit T-3 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-4 is also attached.

SIGNED on the 20TH day of March, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.

Miranda Janae Barela
Notary Public, State of Texas

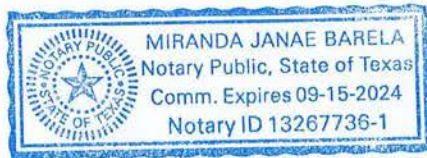


EXHIBIT T-3



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

813 W 8TH ST
Lot: 2 BK: 7 CEDAR CREST

February 7, 2023

Case No: 72202

LUIS LLAMAS SOLIS
8713 PLEASANT LN #13
AUSTIN TX 78754

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 alley. 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

Name

Code Compliance

Department

(432)264-25062

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 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,

A handwritten signature in blue ink that reads "M. Garcia". The signature is written in a cursive, flowing style.

Code Compliance Officer
City of Big Spring, Texas



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

813 W 8TH ST
Lot: 2 BK: 7 CEDAR CREST

February 7, 2023

Case No: 72203

LUIS LLAMAS SOLIS
8713 PLEASANT LN #13
AUSTIN TX 78754

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**
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,

A handwritten signature in blue ink that reads "M. Garcia".

Code Official

City of Big Spring, Texas



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

813 W 8TH ST
Lot: 2 BK: 7 CEDAR CREST

February 7, 2023

Case No: 72204

LUIS LLAMAS SOLIS
8713 PLEASANT LN #13
AUSTIN TX 78754

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

There are several items (tires, barrels, mattress and tons of accumulation) 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.

Deadline for Compliance

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,

A handwritten signature in blue ink that reads "M. Garcia". The "M" is stylized with a large loop, and "Garcia" is written in a cursive script.

Code Compliance Officer
City of Big Spring, Texas



NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

813 WEST 8th, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 2 BK 7 CEDAR CREST IRR
1139 0.2 ACRES ACQ 08262020

March 3, 2023

Luis Llamas Solis
8713 Pleasant Ln #B
Austin, TX 78754

Sent via: Certified Mail, Return Receipt Requested

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) 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.

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 dwelling house and the carport are unsound and must be demolished. This property has overgrown weeds or plant growth in excess of 12 inches that need maintenance. The accumulation of items on the exterior premises provides harborage and/or food to rodents and other vermin that need to be removed as well. The premises is littered with trash, barrels, mattresses, tires, and many other accumulated items that are unsanitary and 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

Malissa Garcia	Code Compliance
<i>Name</i>	<i>Department</i>
432-264-2506	mgarcia@mybigspring.com
<i>Phone</i>	<i>E-mail</i>

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 **March 14th, 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.

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Sincerely,


Malissa Garcia, Code Enforcement
City of 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

813 WEST 8th, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 2 BK 7 CEDAR CREST IRR
1139 0.2 ACRES ACQ 08262020

March 13, 2023

Luis Llamas Solis
8713 Pleasant Ln #B
Austin, TX 78754

Sent via: Certified Mail, Return Receipt Requested

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 (12) 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.

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

The dwelling house and the carport are unsound and must be demolished. This property has overgrown weeds or plant growth in excess of 12 inches that need maintenance. The accumulation of items on the exterior premises provides harborage and/or food to rodents and other vermin that need to be removed as well. The premises is littered with trash, barrels, mattresses, tires, and many other accumulated items that are unsanitary and need to be removed from the property.

Deadline for Compliance

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.

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 **March 28, 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.

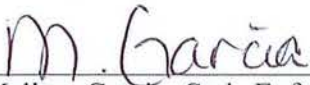
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, 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,



Malissa García, Code Enforcement
City of Big Spring, Texas

EXHIBIT T-4

Tracking Number:

Remove X

9489009000276209438879

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

The delivery status of your item has not been updated as of March 22, 2023, 2:13 am. We apologize that it may arrive later than expected.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Alert

Awaiting Delivery Scan

March 22, 2023, 2:13 am

Out for Delivery

AUSTIN, TX 78754
March 21, 2023, 8:13 am

See All Tracking History

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus[®]



Product Information



See Less 

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

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 **March 28, 2023**, attached as **Exhibit T-5**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 13, 2023.

This notice was also published in the Big Spring Herald on March 14, 2023.”

SIGNED on the 20TH day of March, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



Mi Barela
Notary Public, State of Texas

EXHIBIT T-5



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

813 W 8TH ST, BIG SPRING, TEXAS 79720 – LT 2, BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 – OWNER: LUIS LLAMAS SOLIS

1910 SCURRY ST, BIG SPRING, TEXAS 79720 – LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES – OWNER: JERRY T WALTON, JUANITA H WALTON

1207 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 10, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES – OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 – S/47.5' LT 7, BK 3, (100X125.5) 1147 0.28 ACRES – OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 5-6, BK F EARLES, 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES – OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 – N/50 SE/ OF BK 44 BAUER 50X140 059 0.161 ACRES – OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT AMANDA GAIL EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 – LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES– OWNER: JOHNNY LEE PUGA, 1411 SETTLES

1513 E 17TH ST, BIG SPRING, TEXAS 79720 – E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES – OWNER: CHRISTINE BAKER, 1513 E 17TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 – LT 6, BK 6, PORTER 50X140 362 0.161 ACRES ACQ 121818 – OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 4, BK F, EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES – OWNER: MARGIE ARSIAGA GARCIA

811 W 8 TH ST, BIG SPRING, TEXAS 79720 – LESS 65X40 OF LT 1, BK 7, CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES – OWNER: RAUL J MARQUEZ

715 ANNA, BIG SPRING, TEXAS 79720 – LT 8, BK 12, SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES – OWNER: ROSA RODRIGUEZ

108 LOCKHART, BIG SPRING, TEXAS 79720 – LT 2, BK 6, LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022– OWNER: TIMOTHY EDWARD WILSON

1311 MADISON, BIG SPRING, TEXAS 79720 – LT 19, BK 8, WRITGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES– OWNER: SHEREDA MINTZ

1510 WOOD, BIG SPRING, TEXAS 79720 – LT 14, BK 1A, BELVUE 70X125 1304 ACQ 02122021 BLK/TRACT 1-A 0.201 ACRES– OWNER: JEFREY WISER

1514 WOOD, BIG SPRING, TEXAS 79720 – LT 12, BK 1A, BELVUE 70X125 1302 ACQ 02122021 0.201 ACRES – OWNER: JEFREY WISER

1513 WOOD, BIG SPRING, TEXAS 79720 – LT 7, BK 2A, BELVUE 50X125 1274 ACQ 02122021 0.143 ACRES – OWNER: JEFREY WISER

1109 E 4TH ST, BIG SPRING, TEXAS 79720 – LT 11, BK 19, BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES – OWNER: JOSEPH A DEERING AND DOROTHY L. DEERING

1607 E 3RD ST, BIG SPRING, TEXAS 79720 – Acres 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ACRES ACQ 11262019 – OWNER: CASEY'S CAMPERS, LLC

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720 – SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014– OWNER: BIG SPRING MULTI-FAMILY #1 LP

1309 GRAFA STREET, BIG SPRING, TEXAS 79720 – LT 17 BK 15 MONTICELLO 60X125 212 ACQ 010402 BLK/TRACT 15 0.172 ACRES – OWNER: JUDY AND DAVID SAUSMAN

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 LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING

Nick Reyna, Building Official



3/13/2023 14:05

1910 SCURRY STREET

CODE OFFICER: MALISSA GARCIA

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF MALISSA GARCIA
CONCERNING 1910 SCURRY STREET**

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

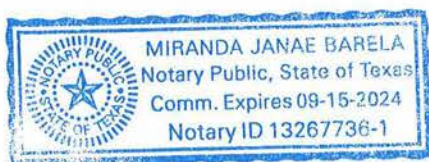
“My name is **MALISSA GARCIA**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“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 **1910 SCURRY 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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF HOWARD

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**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 19 COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT
19 0.161 ACRES** of Big Spring, Howard County, Texas, also known as **1910
SCURRY ST**, Big Spring, Texas

by searching the following records:

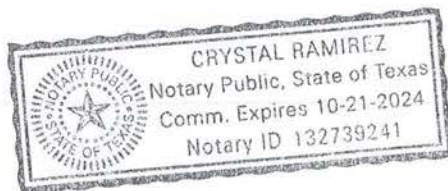
1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the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

Using the above-described records, I verified that **JERRY THOMAS WALTON** is the
owner of the property located at the above-described premises and their mailing address is **1910
SCURRY STREET**, Big Spring, Howard County, Texas, as shown in **Exhibit N-1**.

SIGNED on the 20TH day of March 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above
referenced Affiant.




Notary Public, State of Texas

EXHIBIT N-1

HOWARD COUNTY APPRAISAL DISTRICT (2023)

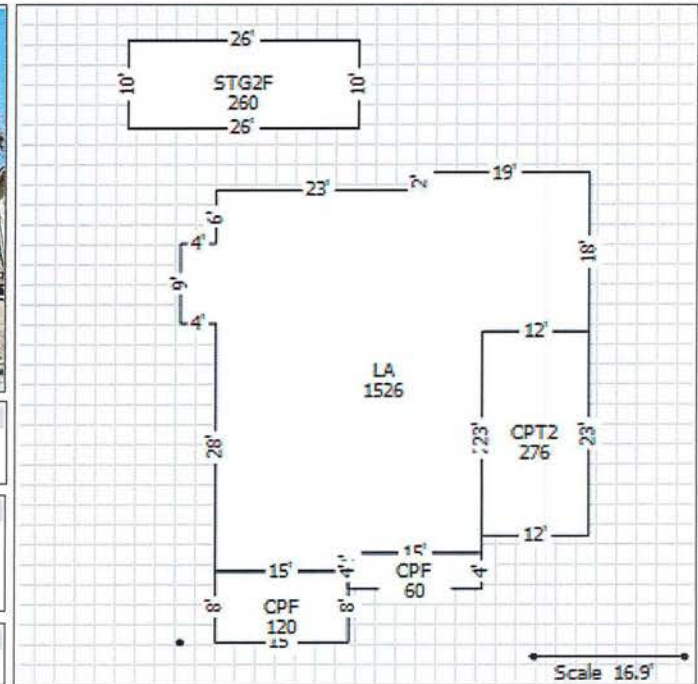
Property ID : R000002787

Geo ID : B2910013700

1/1

Ownership	Exemptions/Deed
WALTON JERRY T & WALTON JUANITA H 1910 SCURRY ST BIG SPRING, TX 79720-5452	

Legal Information
LEGAL: LT 6 BK 19 COLLEGE HEIGHTS 50X140 934 ACQ111299 BLK/TRACT 19 0.161 ACRES SITUS: 1910 SCURRY ACRES:0.161 ALT:2787 XREF:2787.1
Appraisal Coding Appr By CT Appr Dt 02/05/21 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	Feature Code	Cpsf / Value
LA-LIVING AREA	Y	1928/NA	RS3M	1,526	101.22	154,462	0 FA	-75%	0%	0%	0%	0%	0%	100%	0%	-75.0% *	38,616	AST-1 STORY	0
CPF-COVERED PORCH FR	Y	1928/NA	RS3M	120	15.18	1,822	0 FA	-75%	0%	0%	0%	0%	0%	100%	0%	-75.0% *	456	AUT-ALL	0
CPF-COVERED PORCH FR	Y	1928/NA	RS3M	60	15.18	911	0 FA	-75%	0%	0%	0%	0%	0%	100%	0%	-75.0% *	228	BFP-MASONARY	0
CPT2-CARPORT AVERAGE	Y	1928/NA	RS3M	276	9.79	2,702	0 FA	-75%	0%	0%	0%	0%	0%	100%	0%	-75.0% *	676	CRM-COMPOSITION	0
STG2F-AVG QUALITY ST	Y	1928/NA	RS3M	260	11.00	2,860	0 FA	-75%	0%	0%	0%	0%	0%	100%	0%	-75.0% *	715	EHC-WALL	0
* EXTRA FEATURES																	1463	GRT-GABLE	0
																	1463	PFN-PIER AND BE	0
																	42,154	VET-VENEER	0
																		2BT	1,463
																			1,463
SQFT MA: 1526				MKT CSF MA: 29.917				CSF IMPR: 27.624				LOC CODE: GE							

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	Entity / Description	Exemption	Txbl Value	Rate Per \$100	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Coding
Impr Homesite +	42,154	A1	-21,279	63,433	A1	01H HOWARD COUNTY	20,639	22,555	.3275450		73.88		BSISDE
Land Homesite +	3,500	A1	0	3,500	A1	02B CITY OF BIG SPRING	13,639	29,555	.6731630		198.95		GE22
Total Market =	45,654		-21,279	66,933		03B BIG SPRING ISD	43,194	0	1.0160000	2003	0.00		
Hs Cap Loss -	2,460		-25,206	27,666		052 HOWARD COLLEGE	20,639	22,555	.2367770		53.41		
Assessed =	43,194		3,927	39,267		** ESTIMATED TOTAL					326.24		

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
1910 SCURRY STREET 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.

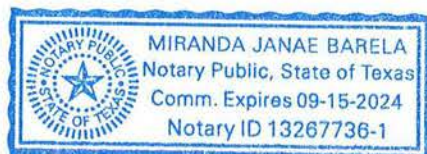
Making this record was a regular practice of that activity.

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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



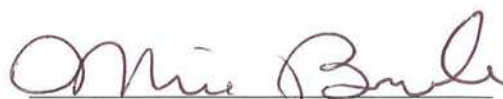

Notary Public, State of Texas

EXHIBIT N-2

NOTES

Incident Notes:

Task #: 114069 - INSPECT ACCUMULATED - 1/04/2023

1-27-2023 drove by this morning and the property looks like it got worse i
will send off for citations and to legal for abatement

Task #: 114070 - ACCUMULATED ITEMS - 1/04/2023

Task #: 114373 - REINSP ACCUMLTD ITEM - 1/27/2023

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
PHOTOGRAPHS TAKEN BY MALISSA GARCIA**

“With regard to the photographs in **Exhibits N-3**, I am familiar with and recognize the scene depicted in the photographs. On January 4th, 2023, I inspected the property described as:

**LT 6 BK 19 COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT
19 0.161 ACRES** of Big Spring, Howard County, Texas, also known as **1910
SCURRY ST**, Big Spring, Texas

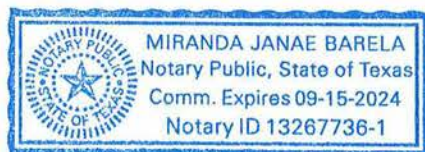
Each of the photographs is a fair and accurate depiction of the scene at the relevant time.”

SIGNED on the 20TH day of March 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above referenced Affiant.





Notary Public, State of Texas

EXHIBIT N-3



1/27/2023 10:05





1/ 4/2023 12:38



1/27/2023 10:06

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY MALISSA GARCIA**

“The document in **Exhibit N-4** 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-5** is also attached.

SIGNED on the 20TH day of March, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.

Miranda Janae Barela
Notary Public, State of Texas

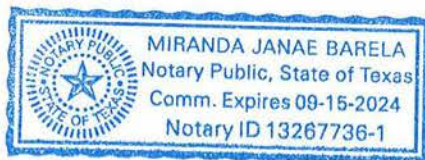


EXHIBIT N-4



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1910 SCURRY ST
Lot: 6 BK: 9 COLLEGE HEIGHTS 934

January 4, 2023

Case No: 71999

JERRY THOMAS WALTON
1910 SCURRY ST
BIG SPRING TX 79720-5452

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 (metal frame, couches 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

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,

A handwritten signature in dark ink, appearing to read "M. Garcia". The signature is written in a cursive style with a large, stylized "M" and a small "L" above the "a".

Code Compliance Officer
City of 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

1910 SCURRY, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 6 BK 19 COLLEGE HEIGHTS 50X140
934 ACQ 111299 BLK/TRACT 19 0.161 ACRES

March 3, 2023

Jerry T. and Juanita H. Walton
1910 Scurry St
BIG SPRING TX 79720

Sent via: Certified Mail, Return Receipt Requested

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 accumulation of items provides harborage and/or food to rodents and other vermin. The premises is littered with trash, junked furniture, and other accumulated and unsanitary items. These accumulated, unsanitary items and rodent harborages 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

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.

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 **March 14th, 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,

A handwritten signature in blue ink, appearing to read "M. Garcia", is written over a horizontal line.

Malissa Garcia, Code Enforcement
City of 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

1910 SCURRY, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 6 BK 19 COLLEGE HEIGHTS 50X140
934 ACQ 111299 BLK/TRACT 19 0.161 ACRES

March 13, 2023

Jerry T. and Juanita H. Walton
1910 Scurry St
BIG SPRING TX 79720

Sent via: Certified Mail, Return Receipt Requested

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 accumulation of items provides harborage and/or food to rodents and other vermin. The premises is littered with trash, junked furniture, and other accumulated and unsanitary items. These accumulated, unsanitary items and rodent harborages 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

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.

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 **March 28, 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,

A handwritten signature in black ink that reads "M. Garcia". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Malissa Garcia, Code Enforcement
City of Big Spring, Texas

EXHIBIT N-5

Tracking Number:

Remove X

9489009000276209438862[Copy](#)[Schedule a Redelivery \(https://tools.usps.com/redelivery.htm\)](https://tools.usps.com/redelivery.htm)

Latest Update

We attempted to deliver your item at 10:39 am on March 16, 2023 in BIG SPRING, TX 79720 and a notice was left because an authorized recipient was not available. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice beginning March 17, 2023. If this item is unclaimed by March 31, 2023 then it will be returned to sender.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivery Attempt: Action Needed

Notice Left (No Authorized Recipient Available)

BIG SPRING, TX 79720

March 16, 2023, 10:39 am

Departed USPS Regional Facility

MIDLAND TX DISTRIBUTION CENTER

March 16, 2023, 2:16 am

[See All Tracking History](#)[Text & Email Updates](#)[Schedule Redelivery](#)

Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less 

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS

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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 **March 28, 2023**, attached as **Exhibit N-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 13, 2023.

This notice was also published in the Big Spring Herald on March 14, 2023.”

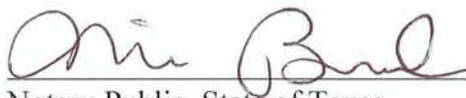
SIGNED on the 20TH day of March, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.





Notary Public, State of Texas

EXHIBIT N-6



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

813 W 8TH ST, BIG SPRING, TEXAS 79720 – LT 2, BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 – OWNER: LUIS LLAMAS SOLIS

1910 SCURRY ST, BIG SPRING, TEXAS 79720 – LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES – OWNER: JERRY T WALTON, JUANITA H WALTON

1207 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 10, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES – OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 – S/47.5' LT 7, BK 3, (100X125.5) 1147 0.28 ACRES – OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 5-6, BK F EARLES, 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES – OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 – N/50 SE/ OF BK 44 BAUER 50X140 059 0.161 ACRES – OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT AMANDA GAIL EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 – LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES– OWNER: JOHNNY LEE PUGA, 1411 SETTLES

1513 E 17TH ST, BIG SPRING, TEXAS 79720 – E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES – OWNER: CHRISTINE BAKER, 1513 E 17TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 – LT 6, BK 6, PORTER 50X140 362 0.161 ACRES ACQ 121818 – OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 4, BK F, EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES – OWNER: MARGIE ARSIAGA GARCIA

811 W 8 TH ST, BIG SPRING, TEXAS 79720 – LESS 65X40 OF LT 1, BK 7, CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES – OWNER: RAUL J MARQUEZ

715 ANNA, BIG SPRING, TEXAS 79720 – LT 8, BK 12, SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES – OWNER: ROSA RODRIGUEZ

108 LOCKHART, BIG SPRING, TEXAS 79720 – LT 2, BK 6, LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022– OWNER: TIMOTHY EDWARD WILSON

1311 MADISON, BIG SPRING, TEXAS 79720 – LT 19, BK 8, WRITGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES– OWNER: SHEREDA MINTZ

1510 WOOD, BIG SPRING, TEXAS 79720 – LT 14, BK 1A, BELVUE 70X125 1304 ACQ 021222021 BLK/TRACT 1-A 0.201 ACRES– OWNER: JEFREY WISER

1514 WOOD, BIG SPRING, TEXAS 79720 – LT 12, BK 1A, BELVUE 70X125 1302 ACQ 02122021 0.201 ACRES – OWNER: JEFREY WISER

1513 WOOD, BIG SPRING, TEXAS 79720 – LT 7, BK 2A, BELVUE 50X125 1274 ACQ 02122021 0.143 ACRES – OWNER: JEFREY WISER

1109 E 4TH ST, BIG SPRING, TEXAS 79720 – LT 11, BK 19, BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES – OWNER: JOSEPH A DEERING AND DOROTHY L. DEERING

1607 E 3RD ST, BIG SPRING, TEXAS 79720 – Acres 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ACRES ACQ 11262019 – OWNER: CASEY'S CAMPERS, LLC

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720 – SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014– OWNER: BIG SPRING MULTI-FAMILY #1 LP

1309 GRAFA STREET, BIG SPRING, TEXAS 79720 – LT 17 BK 15 MONTICELLO 60X125 212 ACQ 010402 BLK/TRACT 15 0.172 ACRES – OWNER: JUDY AND DAVID SAUSMAN

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 LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING

Nick Reyna, Building Official



Code Enforcement

217 E 3rd St., Big Spring, Texas 79720 • Ph. 432-264-2805

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

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1910 SCURRY ST, BIG SPRING, TEXAS 79720 - LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES - OWNER: JERRY T WALTON; JUANITA H WALTON

1307 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 18, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES - OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 - S/47.5' LT 7, BK 3, (100X125) 1147 0.28 ACRES - OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 - LT 5-6, BK F EARLES 5100X130 0.298 ACRES 2012 COMBINED ACCT. B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES - OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 - N/50 SE/4 OF BK 44 BAUER 50X140 0.161 ACRES - OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT: AMANDA GAIT EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 - LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES - OWNER: JOHNNY LEE PUGA; 1411 SETTLES

1513 E 17TH ST, BIG SPRING, TEXAS 79720 - E/50 OF LT 20 BK 4 MAY THIXTON 50X150 824 ACQ 021700 BLK/TRACT 4 0.172 ACRES - OWNER: CHRISTINE BAKER; 1513 E 17TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 - LT 6, BK 6, PORTER 50X140 362 0.181 ACRES ACQ 121818 - OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

408 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 - LT 4, BK F EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES - OWNER: MARGIE ARSLAGA GAICIA

3/13/2023 13:59

811 WEST 8TH STREET

CODE OFFICER: MALISSA GARCIA

STATE OF TEXAS

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COUNTY OF HOWARD

**AFFIDAVIT OF MALISSA GARCIA
CONCERNING 811 WEST 8TH STREET**

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 **811 WEST 8TH 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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above referenced Affiant.




Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF HOWARD

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**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:

**LESS 65X40 OF LT 1 BK 7 CEDAR CREST IRR 1137 ACQ 04222016 0.152
ACRES** of Big Spring, Howard County, Texas, also known as **811 WEST 8TH
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.

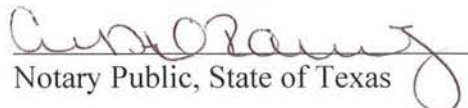
Using the above-described records, I verified that **RAUL MARQUEZ** is the owner of the
property located at the above-described premises and their mailing address is **811 WEST 8TH
STREET**, Big Spring, Howard County, Texas, as shown in **Exhibit S-1**.

SIGNED on the 20TH day of March 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above
referenced Affiant.



Notary Public, State of Texas

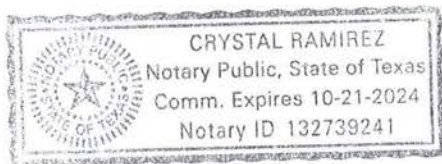


EXHIBIT S-1

HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000001931

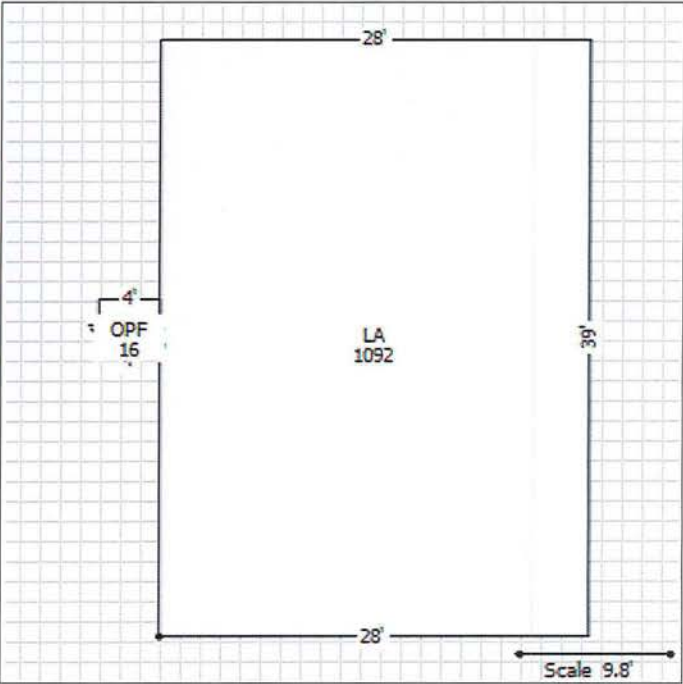
Geo ID : B2640007800

1/1

Ownership	Exemptions/Deed
MARQUEZ RAUL J 403 S. BELL STREET BIG SPRING, TX 79720	INST: 2016-00003855 VOL: 1533 PAGE: 678 DATE: 4/22/2016



Legal Information
LEGAL: LESS 65X40 OF LT 1 BK 7 CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES SITUS: 811 W 8TH ACRES:0.152 ALT:1931 XREF:1931.1
UNCERTIFIED
Appraisal Coding Appr By CT Appr Dt 11/15/21 Check By Check Dt



Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
4/22/16		1533	678	2016-00003855	4/22/16	+++++	+++++	MARQUEZ RAUL J	CABALLERO MARIA
9/5/01		0838	738	0	9/5/01	+++++	+++++	CABALLERO MARIA	ROBERTS ENOCH J EST &

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	Feature Code	Cpsf / Value
LA-LIVING AREA	Y	1980/NA	RS3F	1,092	100.92	110,205	0 VP	-58%		0%	-75%	0%	100%	0%	0%	-89.5%	11,572	AST-1 STORY	0
OPF-OPEN PORCH / PAT	Y	1980/NA	RS3F	16	6.06	97	0 VP	-58%		0%	-75%	0%	100%	0%	0%	-89.7%	10	AUT-ALL	0
				=====		=====	=====										=====	CRM-COMPOSITION	0
				1,108		110,302	0										11,582	FET-FRAME	0
SQFT MA: 1092 MKT CSF MA: 13.463 CSF IMPR: 10.606 LOC CODE: WC																		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
LFF12	78.0 FF/78.0 RF/85.0 DF LOTS	40.0		40.00		0%	*	N	3,120	A1						
									=====							=====
									3,120							0

Comments

2023	Ptd	Change +/-	Prior	2022	Ptd	Entity / Description	Exemption	Txbl Value	Rate Per \$100	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Coding
Impr Homesite +	11,582	A1	-377	11,959	A1	01H HOWARD COUNTY	0	14,702	.3275450		48.16	GB19	BSISDW
Land Non Homesite +	3,120	A1	0	3,120	A1	02B CITY OF BIG SPRING	0	14,702	.6731630		98.97	MULTI	WC22
Total Market =	14,702		-377	15,079		03B BIG SPRING ISD	0	14,702	1.0160000		149.37		
Assessed =	14,702		-377	15,079		052 HOWARD COLLEGE	0	14,702	.2367770		34.81		
						** ESTIMATED TOTAL			=====				
									331.31				

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
PHOTOGRAPHS TAKEN BY MALISSA GARCIA**

“With regard to the photographs in **Exhibits S-2**, I am familiar with and recognize the scene depicted in the photographs. On February 2, 2023. I inspected the property described as:

**LESS 65X40 OF LT 1 BK 7 CEDAR CREST IRR 1137 ACQ 04222016 0.152
ACRES of Big Spring, Howard County, Texas, also known as 811 WEST 8TH
STREET, Big Spring, Texas**

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

SIGNED on the 20TH day of March 2023.

M. Garcia

AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above referenced Affiant.

Miranda Janae Barela

Notary Public, State of Texas



EXHIBIT S-2



2/ 2/2023 10:57

STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY MALISSA GARCIA**

“The document in **Exhibit S-3** 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-4** is also attached.

SIGNED on the 20TH day of March, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



Miranda Barela
Notary Public, State of Texas

EXHIBIT S-3



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

811 W 8TH ST
LESS 65X40 OF LT 1 BK 7 CEDAR CREST

February 7, 2023

Case No: 72205

RAUL MARQUEZ
403 S BELL ST
BIG SPRING TX 79720-2332

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 alley. 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

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 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,

A handwritten signature in blue ink that reads "M. Garcia". The signature is written in a cursive, flowing style.

Code Compliance Officer
City of 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

811 WEST 8TH STREET, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LESS 65X40 OF LT 1 BK 7 CEDAR CREST
IRR 1137 ACQ 04222016 0.152 ACRES

March 13, 2023

RAUL J. MARQUEZ
403 SOUTH BELL STREET
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. 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.

304.1.1 Unsafe Conditions (2), (8)

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations have deterioration or distress that appears to reduce their load-carrying capacity. 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. 302.4 Weeds

The premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches.

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 roof is missing shingles and appears to be structurally unsound. Windows and doors are missing from structure and need to be replaced. We are requesting to demolish the structure as it appears to be a hazard and in unlivable conditions.

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.

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 **March 28, 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,

A handwritten signature in black ink that reads "M. Garcia". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Malissa Garcia, Code Enforcement
City of Big Spring, Texas

EXHIBIT S-4

Tracking Number:

Remove X

9171082133393629908516

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 2:40 pm on March 16, 2023 in BIG SPRING, TX 79720.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered

Delivered, Left with Individual

BIG SPRING, TX 79720
March 16, 2023, 2:40 pm

See All Tracking History

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus[®]



Product Information



See Less ^

Track Another Package



Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS

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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 **March 28, 2023**, attached as **Exhibit S-5**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 13, 2023.

This notice was also published in the Big Spring Herald on March 14, 2023.”

SIGNED on the 20TH day of March, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



Miranda Barela
Notary Public, State of Texas

EXHIBIT S-5



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

813 W 8TH ST, BIG SPRING, TEXAS 79720 – LT 2, BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 – OWNER: LUIS LLAMAS SOLIS

1910 SCURRY ST, BIG SPRING, TEXAS 79720 – LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES – OWNER: JERRY T WALTON, JUANITA H WALTON

1207 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 10, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES – OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 – S/47.5' LT 7, BK 3, (100X125.5) 1147 0.28 ACRES – OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 5-6, BK F EARLES, 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES – OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 – N/50 SE/ OF BK 44 BAUER 50X140 059 0.161 ACRES – OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT AMANDA GAIL EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 – LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES– OWNER: JOHNNY LEE PUGA, 1411 SETTLES

1513 E 17TH ST, BIG SPRING, TEXAS 79720 – E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES – OWNER: CHRISTINE BAKER, 1513 E 17TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 – LT 6, BK 6, PORTER 50X140 362 0.161 ACRES ACQ 121818 – OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 4, BK F, EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES – OWNER: MARGIE ARSIAGA GARCIA

811 W 8 TH ST, BIG SPRING, TEXAS 79720 – LESS 65X40 OF LT 1, BK 7, CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES – OWNER: RAUL J MARQUEZ

715 ANNA, BIG SPRING, TEXAS 79720 – LT 8, BK 12, SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES – OWNER: ROSA RODRIGUEZ

108 LOCKHART, BIG SPRING, TEXAS 79720 – LT 2, BK 6, LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022– OWNER: TIMOTHY EDWARD WILSON

1311 MADISON, BIG SPRING, TEXAS 79720 – LT 19, BK 8, WRITGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES– OWNER: SHEREDA MINTZ

1510 WOOD, BIG SPRING, TEXAS 79720 – LT 14, BK 1A, BELVUE 70X125 1304 ACQ 021222021 BLK/TRACT 1-A 0.201 ACRES– OWNER: JEFREY WISER

1514 WOOD, BIG SPRING, TEXAS 79720 – LT 12, BK 1A, BELVUE 70X125 1302 ACQ 021222021 0.201 ACRES – OWNER: JEFREY WISER

1513 WOOD, BIG SPRING, TEXAS 79720 – LT 7, BK 2A, BELVUE 50X125 1274 ACQ 021222021 0.143 ACRES – OWNER: JEFREY WISER

1109 E 4TH ST, BIG SPRING, TEXAS 79720 – LT 11, BK 19, BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES – OWNER: JOSEPH A DEERING AND DOROTHY L. DEERING

1607 E 3RD ST, BIG SPRING, TEXAS 79720 – Acres 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ACRES ACQ 11262019 – OWNER: CASEY'S CAMPERS, LLC

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720 – SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014– OWNER: BIG SPRING MULTI-FAMILY #1 LP

1309 GRAFA STREET, BIG SPRING, TEXAS 79720 – LT 17 BK 15 MONTICELLO 60X125 212 ACQ 010402 BLK/TRACT 15 0.172 ACRES – OWNER: JUDY AND DAVID SAUSMAN

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 LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING

Nick Reyna, Building Official



1510 WOOD

CODE OFFICER: ASHLEY GUERRA

STATE OF TEXAS

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COUNTY OF HOWARD

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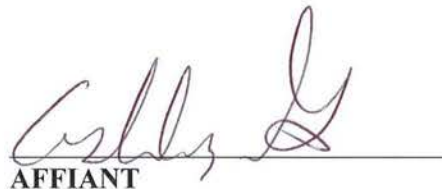
**AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 1510 WOOD**

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

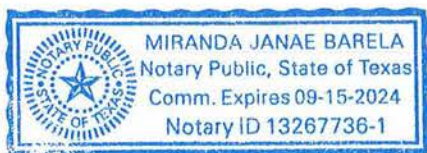
“My name is **ASHLEY GUERRA**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

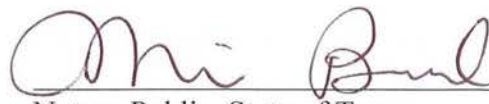
“I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1510 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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF HOWARD

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**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 1A BELVUE 70X125 1304 ACQ 02122021 BLK/TRACT 1-A
0.201 ACRES** of Big Spring, Howard County, Texas, also known as **1510
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 JEREY WISER is the owner of the property located at the above-described premises and their mailing address is **1510 WOOD**, Big Spring, Howard County, Texas, as shown in **Exhibit H-1**.

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.


Notary Public, State of Texas

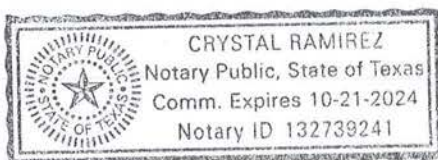


EXHIBIT H-1

Ownership

WISER JEFFREY
929 W. BIRGE ST.
SHERMAN, TX 75092

Exemptions/Deed

INST: 2021-00001178
VOL: 1971
PAGE: 771
DATE: 2/12/2021

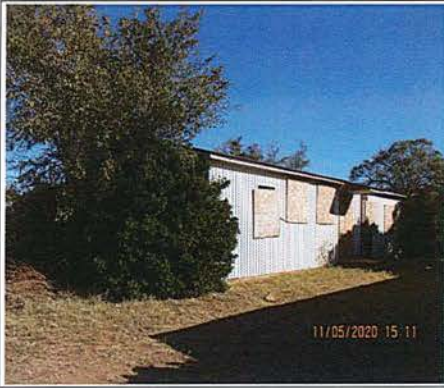
Legal Information

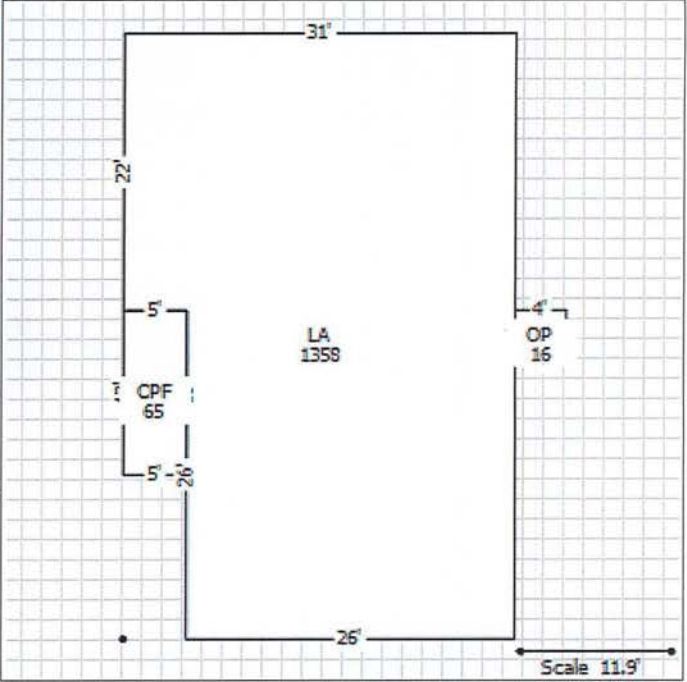
LEGAL: LT 14 BK 1A BELVUE 70X125 1304 ACQ 02122021 BLK/TRACT 1-A 0.201 ACRES
SITUS: 1510 WOOD
ACRES:0.201
ALT:750
XREF:750.1

UNCERTIFIED

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
2/12/21		1971	771	2021-00001178	2/12/21	++++++	++++++	WISER JEFFREY	NITELITE RENTALS, LLC
7/8/16		1554	136	2016-00006732	7/8/16	++++++	++++++	NITELITE RENTALS, LLC	METCALF JESSE LEE III
11/30/15		1500	314	2015-00009496	11/30/15	++++++	++++++	METCALF JESSE LEE III	PIERCE GROUP LLC

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	Feature Code	Cpsf / Value
LA-LIVING AREA	Y 1950/NA	RS3F	1,358	97.34	132,188	0 PO	-83%		0%	0%	0%	0%	100%	0%	-83.0% *	22,472	AST-1 STORY	0
CPF-COVERED PORCH FR	Y 1950/NA	RS3F	65	14.60	949	0 PO	-83%		0%	0%	0%	0%	100%	0%	-83.0% *	161	AUT-ALL	0
OP-PLAIN PORCH	Y 1950/NA	RS3F	16	5.00	80	0 PO	-83%		0%	0%	0%	0%	100%	0%	-82.5% *	14	EHC-WALL	0
* EXTRA FEATURES							14630									2487	FET-FRAME	0
			=====		=====	=====										=====	GRT-GABLE	0
			1,439		133,217		14,630									25,134	PFN-PIER AND BE	0
SQFT MA: 1358 MKT CSF MA: 22.116 CSF IMPR: 18.508 LOC CODE: MC																		
																	2BT-2 BATHS	2,487
																	CRM-COMPOSITION	0
																	=====	
																	2,487	

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	70.0 FF/70.0 RF/125.0 DF LOTS	70.0		70.00		0%		Y	4,900	B2						
									=====							=====
									4,900							0

Comments

2023	Ptd	Change +/-	Prior	2022	Ptd	Entity / Description	Exemption	Txbl Value	Rate Per \$100	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Coding
Impr Homesite +	25,134	B2	-1,930	27,064	B2	01H HOWARD COUNTY	0	30,034	.3275450		98.37	MULTI	BSISDEN
Land Homesite +	4,900	B2	0	4,900	B2	02B CITY OF BIG SPRING	0	30,034	.6731630		202.18		MC22
Total Market =	30,034		-1,930	31,964		03B BIG SPRING ISD	0	30,034	1.0160000		305.15		
Assessed =	30,034		-1,930	31,964		052 HOWARD COLLEGE	0	30,034	.2367770		71.11		
						** ESTIMATED TOTAL					=====		
											676.81		

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
1510 WOOD CASE NOTES**

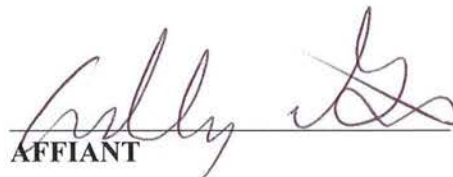
“This record, attached as **Exhibit H-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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.

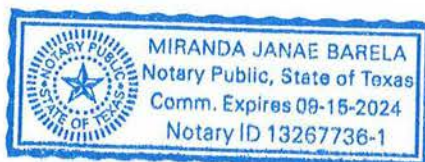
Making this record was a regular practice of that activity.

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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



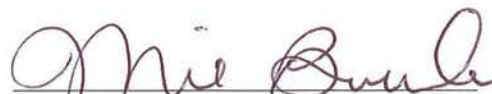

Notary Public, State of Texas

EXHIBIT H-2

NOTES

Incident Notes:

Task #: 114313 - INSPECT SUBSTANDARD - 1/20/2023

ON 1-18-23 I WAS IN THE AREA AND NOTICED A SUB/S HAS NO WINDOWS AND SIDING

ON HOUSE IS COMING OFF .

Task #: 114314 - SUBSTANDARD BLD - 1/20/2023

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
PHOTOGRAPHS TAKEN BY ASHLEY GUERRA**

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

**LT 14 BK 1A BELVUE 70X125 1304 ACQ 02122021 BLK/TRACT 1-A
0.201 ACRES** of Big Spring, Howard County, Texas, also known as **1510
WOOD**, Big Spring, Texas

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

SIGNED on the 20TH day of March 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above referenced Affiant.


Notary Public, State of Texas

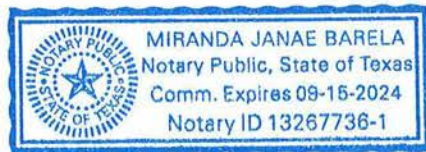


EXHIBIT H-3



1/18/2023 14:59



1/18/2023 15:00



1/18/2023 15:00

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA**

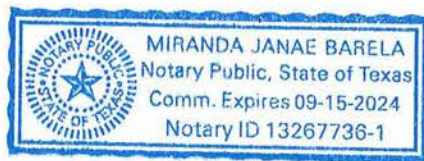
“The document in **Exhibit H-4** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

Certified Mail Return for **Exhibit H-5** is also attached.

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT H-4



Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

1510 WOOD , BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 14 BK 1A BELVUE 70X125 1304
ACQ 02122021 BLK/TRACT 1-A 0.201 ACRES

March 14, 2023

JEREY WISER
929 WEST BIRGE STREET
SHERMAN, TX 75092

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 (1), (7), (11) Hazardous structure or premises

Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings. 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. 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.

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. 304.6 Exterior Walls

Exterior walls shall be free from holes, breaks, and looses or rotting materials; and maintained weatherproof and properly surface coated wear to prevent deterioration.

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

Corrective Action Required

Deadline for Compliance

The back door has damage to it and appears to be either boarded up or half a door. Windows are missing all around the structure and need to be replaced. Siding of structure have holes and parts coming off. All violations need repair or replacement.

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 **March 28, 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.

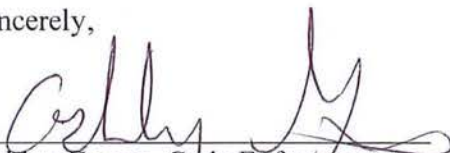
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, 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 H-5

Tracking Number:

Remove X

9171082133393629908615

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 10:56 am on March 17, 2023 in SHERMAN, TX 75092.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered

Delivered, Left with Individual

SHERMAN, TX 75092
March 17, 2023, 10:56 am

See All Tracking History

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus[®]



Product Information



See Less ^

Track Another Package



Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS

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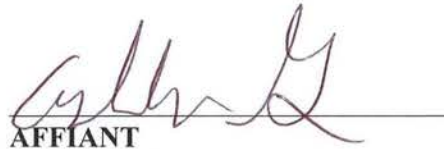
COUNTY OF HOWARD

**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

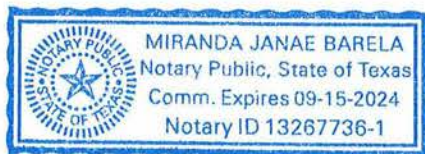
“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **March 28, 2023**, attached as **Exhibit H-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 14, 2023.

This notice was also published in the Big Spring Herald on March 14, 2023.”

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT H-6



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

813 W 8TH ST, BIG SPRING, TEXAS 79720 – LT 2, BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 – OWNER: LUIS LLAMAS SOLIS

1910 SCURRY ST, BIG SPRING, TEXAS 79720 – LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES – OWNER: JERRY T WALTON, JUANITA H WALTON

1207 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 10, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES – OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 – S/47.5' LT 7, BK 3, (100X125.5) 1147 0.28 ACRES – OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 5-6, BK F EARLES, 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES – OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 – N/50 SE/ OF BK 44 BAUER 50X140 059 0.161 ACRES – OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT AMANDA GAIL EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 – LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES– OWNER: JOHNNY LEE PUGA, 1411 SETTLES

1513 E 17TH ST, BIG SPRING, TEXAS 79720 – E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES – OWNER: CHRISTINE BAKER, 1513 E 17TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 – LT 6, BK 6, PORTER 50X140 362 0.161 ACRES ACQ 121818 – OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 4, BK F, EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES – OWNER: MARGIE ARSIAGA GARCIA

811 W 8 TH ST, BIG SPRING, TEXAS 79720 – LESS 65X40 OF LT 1, BK 7, CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES – OWNER: RAUL J MARQUEZ

715 ANNA, BIG SPRING, TEXAS 79720 – LT 8, BK 12, SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES – OWNER: ROSA RODRIGUEZ

108 LOCKHART, BIG SPRING, TEXAS 79720 – LT 2, BK 6, LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022– OWNER: TIMOTHY EDWARD WILSON

1311 MADISON, BIG SPRING, TEXAS 79720 – LT 19, BK 8, WRITGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES– OWNER: SHEREDA MINTZ

1510 WOOD, BIG SPRING, TEXAS 79720 – LT 14, BK 1A, BELVUE 70X125 1304 ACQ 021222021 BLK/TRACT 1-A 0.201 ACRES– OWNER: JEFREY WISER

1514 WOOD, BIG SPRING, TEXAS 79720 – LT 12, BK 1A, BELVUE 70X125 1302 ACQ 02122021 0.201 ACRES – OWNER: JEFREY WISER

1513 WOOD, BIG SPRING, TEXAS 79720 – LT 7, BK 2A, BELVUE 50X125 1274 ACQ 02122021 0.143 ACRES – OWNER: JEFREY WISER

1109 E 4TH ST, BIG SPRING, TEXAS 79720 – LT 11, BK 19, BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES – OWNER: JOSEPH A DEERING AND DOROTHY L. DEERING

1607 E 3RD ST, BIG SPRING, TEXAS 79720 – Acres 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ACRES ACQ 11262019 – OWNER: CASEY'S CAMPERS, LLC

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720 – SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014– OWNER: BIG SPRING MULTI-FAMILY #1 LP

1309 GRAFA STREET, BIG SPRING, TEXAS 79720 – LT 17 BK 15 MONTICELLO 60X125 212 ACQ 010402 BLK/TRACT 15 0.172 ACRES – OWNER: JUDY AND DAVID SAUSMAN

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 LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING

Nick Reyna, Building Official



1513 WOOD

CODE OFFICER: ASHLEY GUERRA

STATE OF TEXAS

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COUNTY OF HOWARD

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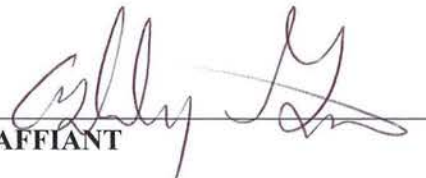
**AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 1513 WOOD**

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

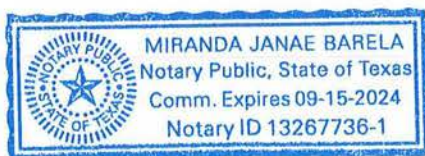
“My name is **ASHLEY GUERRA**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“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 **1513 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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

STATE OF TEXAS

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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:

LT7 BK 2A BELVUE 50X125 1274 ACQ 02122021 0.143 ACRES of Big
Spring, Howard County, Texas, also known as **1513 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 JEREY WISER is the owner of the
property located at the above-described premises and their mailing address is **1513 WOOD**, Big
Spring, Howard County, Texas, as shown in **Exhibit J-1**.

SIGNED on the 20TH day of March 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above
referenced Affiant.


Notary Public, State of Texas

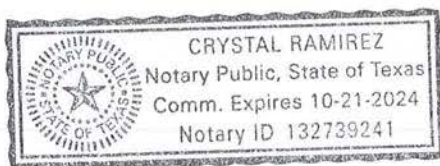


EXHIBIT J-1

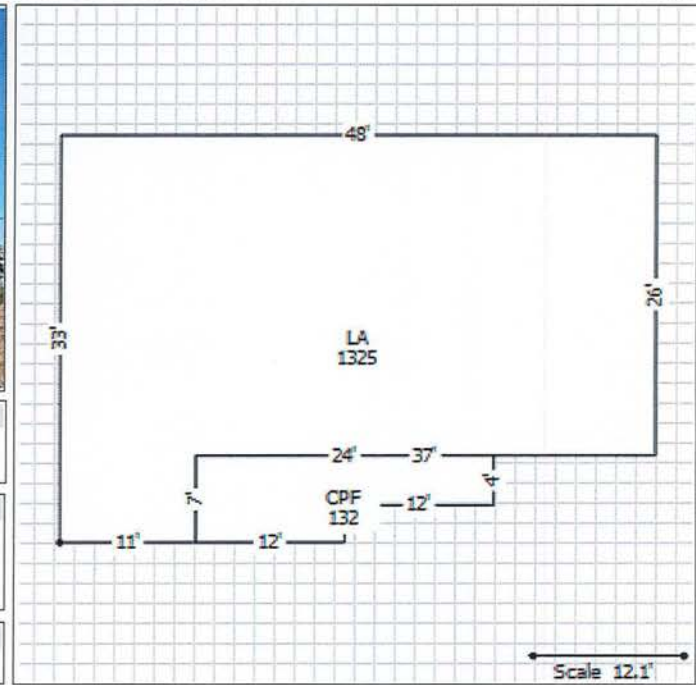
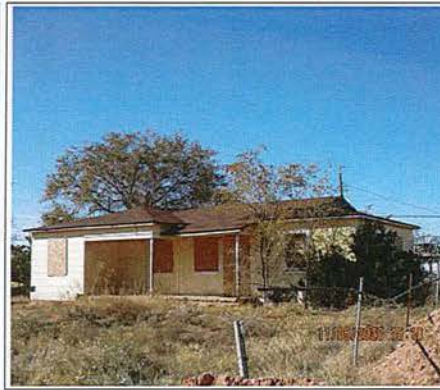
HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000000772

Geo ID : B2340003700

1/1

Ownership	Exemptions/Deed
WISER JEFFREY 929 W. BIRGE ST. SHERMAN, TX 75092	INST: 2021-00001178 VOL: 1971 PAGE: 771 DATE: 2/12/2021



Legal Information
LEGAL: LT 7 BK 2A BELVUE 50X125 1274 ACQ 02122021 0.143 ACRES SITUS: 1513 WOOD ACRES:0.143 ALT:772 XREF:772.1
UNCERTIFIED
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
2/12/21		1971	771	2021-00001178	2/12/21	++++++	++++++	WISER JEFFREY	NITELITE RENTALS, LLC
7/8/16		1554	136	2016-00006732	7/8/16	++++++	++++++	NITELITE RENTALS, LLC	METCALF JESSE LEE III
11/30/15		1500	314	2015-00009496	11/30/15	++++++	++++++	METCALF JESSE LEE III	PIERCE GROUP LLC

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	Feature Code	Cpsf / Value
LA-LIVING AREA	Y	1950/NA	RS3F	1,325	97.34	128,976	0 PO	-83%		0%	0%	0%	100%	0%	-83.0%	*	21,926	AST-1 STORY	0
CPF-COVERED PORCH FR	Y	1950/NA	RS3F	132	14.60	1,927	0 PO	-83%		0%	0%	0%	100%	0%	-83.0%	*	328	AUT-ALL	0
* EXTRA FEATURES							14630										2487	CRM-COMPOSITION	0
				=====		=====	=====										=====	EHC-WALL	0
				1,457		130,903	14,630										24,741	FET-FRAME	0
																		HRT-HIP	0
																		PFN-PIER AND BE	0
																		2BT-2 BATHS	2,487
																		=====	2,487
SQFT MA: 1325 MKT CSF MA: 21.314 CSF IMPR: 18.672 LOC CODE: MC																			

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/125.0 DF LOTS	70.0		70.00		0%		Y	3,500	B2						
									=====							=====
									3,500							0

Comments

2023	Ptd	Change +/-	Prior	2022	Ptd	Entity / Description	Exemption	Txbl Value	Rate Per \$100	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Coding
Impr Homesite +	24,741	B2	-1,901	26,642	B2	01H HOWARD COUNTY	0	28,241	.3275450		92.50	MULTI	BSISDEN
Land Homesite +	3,500	B2	0	3,500	B2	02B CITY OF BIG SPRING	0	28,241	.6731630		190.11		MC22
Total Market =	28,241		-1,901	30,142		03B BIG SPRING ISD	0	28,241	1.0160000		286.93		
Assessed =	28,241		-1,901	30,142		052 HOWARD COLLEGE	0	28,241	.2367770		66.87		
						** ESTIMATED TOTAL			=====		636.41		

STATE OF TEXAS

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COUNTY OF HOWARD

**CERTIFICATION
1513 WOOD 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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT J-2

NOTES

Incident Notes:

Task #: 114315 - INSPECT SUBSTANDARD - 1/20/2023

ON 1-18-23 I WAS IN THE AREA AND NOTICED A SUB/S STRUCTURER THERE ARE NO WINDOWS IN THIS HOUSE AND IS CONSIDERED DANGROUS

Task #: 114316 - SUBSTANDARD BLD - 1/20/2023

STATE OF TEXAS

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COUNTY OF HOWARD

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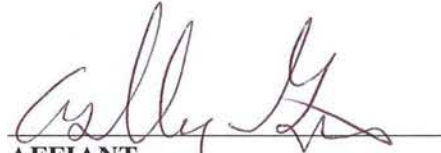
**CERTIFICATION
PHOTOGRAPHS TAKEN BY ASHLEY GUERRA**

“With regard to the photographs in **Exhibits J-3**, I am familiar with and recognize the scene depicted in the photographs. On January 18th, 2023, I inspected the property described as:

LT7 BK 2A BELVUE 50X125 1274 ACQ 02122021 0.143 ACRES of Big Spring, Howard County, Texas, also known as **1513 WOOD**, Big Spring, Texas

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

SIGNED on the 20TH day of March 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above referenced Affiant.

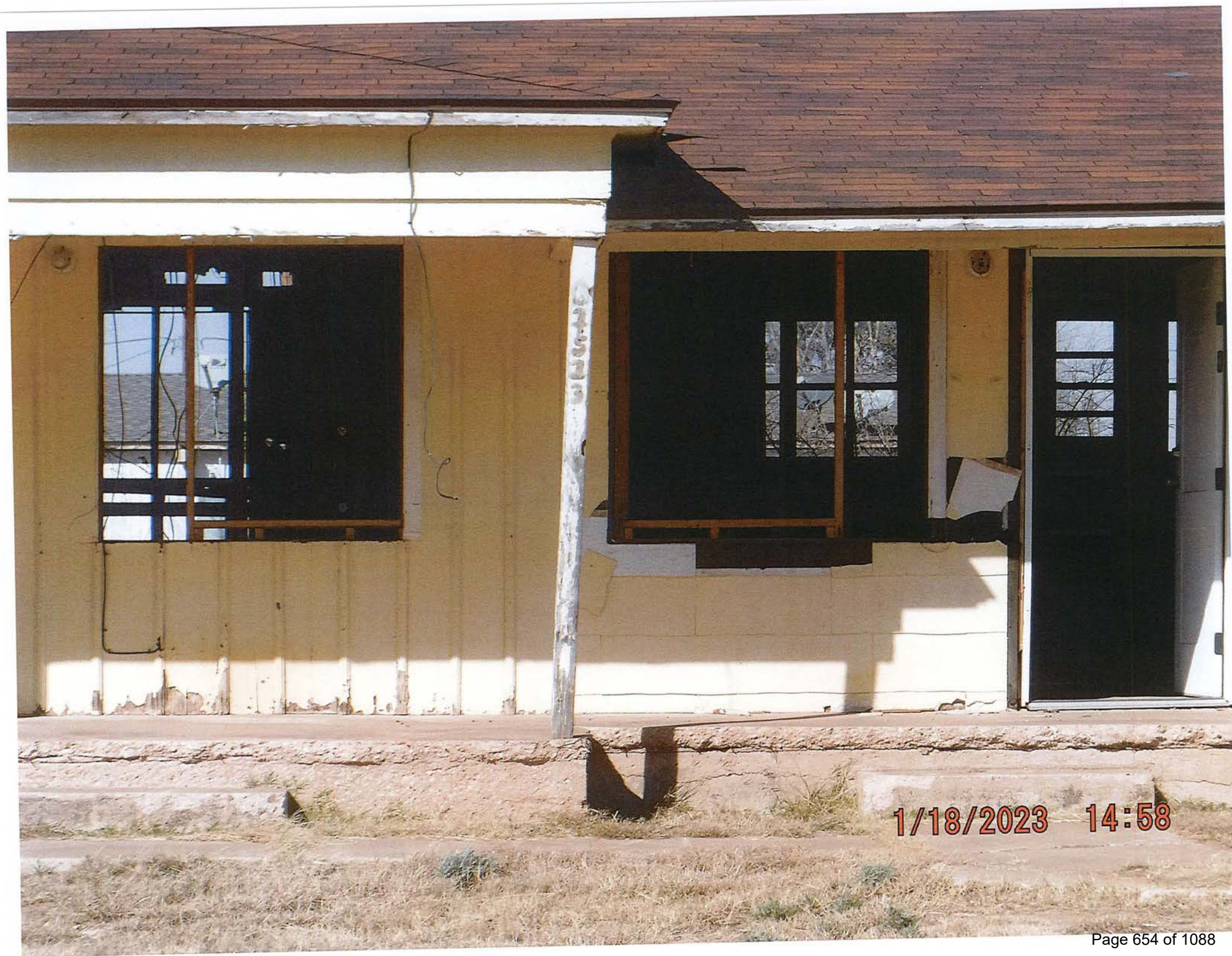



Notary Public, State of Texas

EXHIBIT J-3



1/18/2023 14:58



1/18/2023 14:58

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA

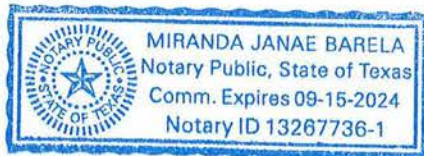
“The document in **Exhibit J-4** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

Certified Mail Return for **Exhibit J-5** is also attached.

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



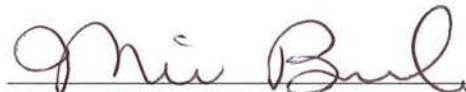

Notary Public, State of Texas

EXHIBIT J-4



Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

1513 WOOD, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT7 BK 2A BELVUE
50X125 1274 ACQ 02122021 0.143 ACRES

March 14, 2023

JEFREY WISER
929 WEST BIRGE STREET
SHERMAN, TX 75092

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 (1), (7) Hazardous structure or premises

Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings. 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. 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.

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. 304.6 Exterior Walls

Exterior walls shall be free from holes, breaks, and looses or rotting materials; and maintained weatherproof and properly surface coated wear to prevent deterioration.

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

Corrective Action Required	Deadline for Compliance
There are doors and windows missing and need to be replaced. The siding of the structure is coming apart and needs to be repaired.	Seven (7) days from date of mailing

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

Issued by

Ashley Guerra

Name

Code Compliance

Department

432-264-2505

Phone

aguerra@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.

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 **March 28, 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,

A handwritten signature in dark ink, appearing to read 'Ashley Guerra', written over a horizontal line.

Ashley Guerra, Code Enforcement
City of Big Spring, Texas

EXHIBIT J-5

Tracking Number:

Remove X

9489009000276421778739

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 11:04 am on March 20, 2023 in SHERMAN, TX 75092.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered

Delivered, Left with Individual

SHERMAN, TX 75092
March 20, 2023, 11:04 am

See All Tracking History

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus[®]



Product Information



See Less ^

Track Another Package



Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS

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COUNTY OF HOWARD

**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

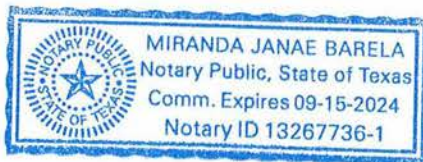
“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **March 28, 2023**, attached as **Exhibit J-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 14, 2023.

This notice was also published in the Big Spring Herald on MARCH 14, 2023.”

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



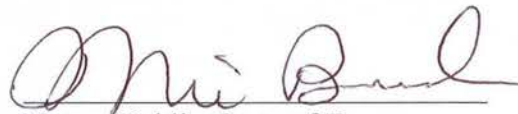

Notary Public, State of Texas

EXHIBIT J-6



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

813 W 8TH ST, BIG SPRING, TEXAS 79720 – LT 2, BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 – OWNER: LUIS LLAMAS SOLIS

1910 SCURRY ST, BIG SPRING, TEXAS 79720 – LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES – OWNER: JERRY T WALTON, JUANITA H WALTON

1207 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 10, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES – OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 – S/47.5' LT 7, BK 3, (100X125.5) 1147 0.28 ACRES – OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 5-6, BK F EARLES, 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES – OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 – N/50 SE/ OF BK 44 BAUER 50X140 059 0.161 ACRES – OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT AMANDA GAIL EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 – LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES– OWNER: JOHNNY LEE PUGA, 1411 SETTLES

1513 E 17TH ST, BIG SPRING, TEXAS 79720 – E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES – OWNER: CHRISTINE BAKER, 1513 E 17TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 – LT 6, BK 6, PORTER 50X140 362 0.161 ACRES ACQ 121818 – OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 4, BK F, EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES – OWNER: MARGIE ARSIAGA GARCIA

811 W 8 TH ST, BIG SPRING, TEXAS 79720 – LESS 65X40 OF LT 1, BK 7, CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES – OWNER: RAUL J MARQUEZ

715 ANNA, BIG SPRING, TEXAS 79720 – LT 8, BK 12, SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES – OWNER: ROSA RODRIGUEZ

108 LOCKHART, BIG SPRING, TEXAS 79720 – LT 2, BK 6, LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022– OWNER: TIMOTHY EDWARD WILSON

1311 MADISON, BIG SPRING, TEXAS 79720 – LT 19, BK 8, WRITGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES– OWNER: SHEREDA MINTZ

1510 WOOD, BIG SPRING, TEXAS 79720 – LT 14, BK 1A, BELVUE 70X125 1304 ACQ 021222021 BLK/TRACT 1-A 0.201 ACRES– OWNER: JEFREY WISER

1514 WOOD, BIG SPRING, TEXAS 79720 – LT 12, BK 1A, BELVUE 70X125 1302 ACQ 021222021 0.201 ACRES – OWNER: JEFREY WISER

1513 WOOD, BIG SPRING, TEXAS 79720 – LT 7, BK 2A, BELVUE 50X125 1274 ACQ 021222021 0.143 ACRES – OWNER: JEFREY WISER

1109 E 4TH ST, BIG SPRING, TEXAS 79720 – LT 11, BK 19, BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES – OWNER: JOSEPH A DEERING AND DOROTHY L. DEERING

1607 E 3RD ST, BIG SPRING, TEXAS 79720 – Acres 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ACRES ACQ 11262019 – OWNER: CASEY'S CAMPERS, LLC

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720 – SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014– OWNER: BIG SPRING MULTI-FAMILY #1 LP

1309 GRAFA STREET, BIG SPRING, TEXAS 79720 – LT 17 BK 15 MONTICELLO 60X125 212 ACQ 010402 BLK/TRACT 15 0.172 ACRES – OWNER: JUDY AND DAVID SAUSMAN

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 LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING

Nick Reyna, Building Official



1514 WOOD

CODE OFFICER: ASHLEY GUERRA

STATE OF TEXAS

COUNTY OF HOWARD

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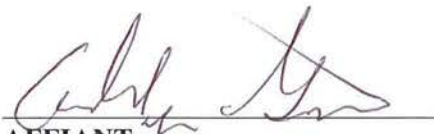
**AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 1514 WOOD**

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 **1514 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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

STATE OF TEXAS

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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 1A BELVUE 70X125 1302 ACQ 02122021 0.201 ACRES of Big Spring, Howard County, Texas, also known as **1514 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 JEREY WISER is the owner of the property located at the above-described premises and their mailing address is **1514 WOOD**, Big Spring, Howard County, Texas, as shown in **Exhibit K-1**.

SIGNED on the 20TH day of March 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.


Notary Public, State of Texas

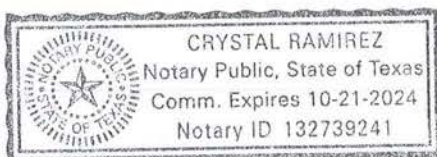


EXHIBIT K-1

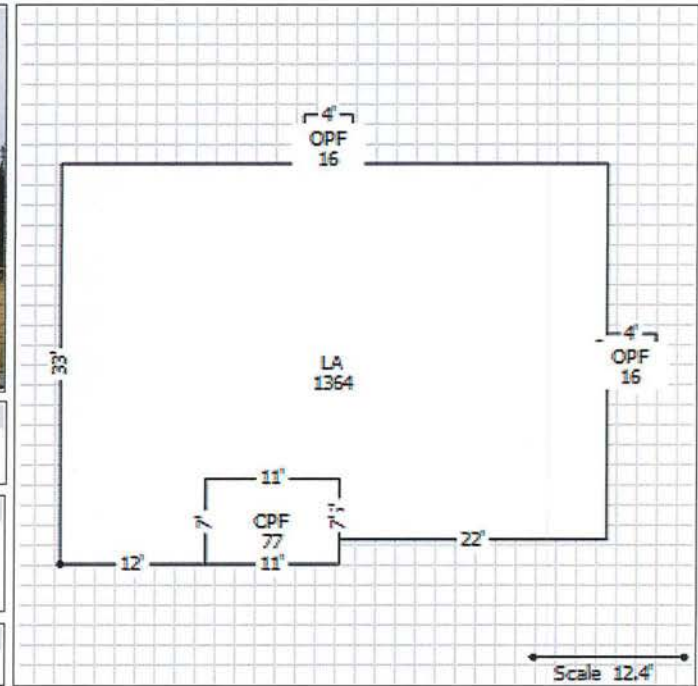
HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000000748

Geo ID : B2340001200

1/1

Ownership	Exemptions/Deed
WISER JEFFREY 929 W. BIRGE ST. SHERMAN, TX 75092	INST: 2021-00001178 VOL: 1971 PAGE: 771 DATE: 2/12/2021



Legal Information
LEGAL: LT 12 BK 1A BELVUE 70X125 1302 ACQ 02122021 0.201 ACRES SITUS: 1514 WOOD ACRES:0.201 ALT:748 XREF:748.1
UNCERTIFIED
Appraisal Coding
Appr By JD Appr Dt 11/02/21 Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
2/12/21		1971	771	2021-00001178	2/12/21	+++++	+++++	WISER JEFFREY	NITELITE RENTALS, LLC
7/8/16		1554	136	2016-00006732	7/8/16	+++++	+++++	NITELITE RENTALS, LLC	METCALF JESSE LEE III
11/30/15		1500	314	2015-00009496	11/30/15	+++++	+++++	METCALF JESSE LEE III	PIERCE GROUP LLC

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	Feature Code	Cpsf / Value
LA-LIVING AREA	Y	1950/NA	RS3F	1,364	97.34	132,772	0 FA	-75%		0%	0%	0%	100%	0%	0%	-75.0%	33,193	AST-1 STORY	0
CPF-COVERED PORCH FR	Y	1950/NA	RS3F	77	14.60	1,124	0 FA	-75%		0%	0%	0%	100%	0%	0%	-75.0%	281	AUT-ALL	0
OPF-OPEN PORCH / PAT	Y	1950/NA	RS3F	16	5.84	93	0 FA	-75%		0%	0%	0%	100%	0%	0%	-75.3%	23	CRM-COMPOSITION	0
OPF-OPEN PORCH / PAT	Y	1950/NA	RS3F	16	5.84	93	0 FA	-75%		0%	0%	0%	100%	0%	0%	-75.3%	23	EHC-WALL	0
* EXTRA FEATURES							14630										3658	FET-FRAME	0
				=====		=====	=====										=====	GRT-GABLE	0
				1,473		134,082	14,630										37,178	PFN-PIER AND BE	0
																		2BT-2 BATHS	3,658
																		=====	3,658
SQFT MA: 1364 MKT CSF MA: 30.849 CSF IMPR: 27.257 LOC CODE: MC																			

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	70.0 FF/70.0 RF/125.0 DF LOTS	70.0		70.00		0%		Y	4,900	B2						
									=====							=====
									4,900							0

Comments

2023	Ptd	Change +/-	Prior	2022	Ptd	Entity / Description	Exemption	Txbl Value	Rate Per \$100	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Coding
Impr Homesite +	37,178	B2	-634	37,812	B2	01H HOWARD COUNTY	0	42,078	.3275450		137.82	MULTI	BSISDEN
Land Homesite +	4,900	B2	0	4,900	B2	02B CITY OF BIG SPRING	0	42,078	.6731630		283.25	NOTE20CORR	MC22
Total Market =	42,078		-634	42,712		03B BIG SPRING ISD	0	42,078	1.0160000		427.51		
Assessed =	42,078		-634	42,712		052 HOWARD COLLEGE	0	42,078	.2367770		99.63		
						** ESTIMATED TOTAL					=====		
											948.21		

STATE OF TEXAS

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COUNTY OF HOWARD

**CERTIFICATION
1514 WOOD 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.

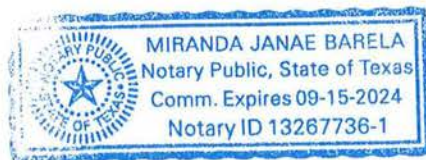
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout 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 20TH day of March, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.





Notary Public, State of Texas

EXHIBIT K-2

01-20-2023 04:24 PM

TASK NOTES REPORT

TASK #: 114311
TASK CODE: INSPECT SUBSTANDARD
PROPERTY: 1514 WOOD ST # A

ORIG. DATE:
DUE DATE:

NOTES

Incident Notes:

Task #: 114311 - INSPECT SUBSTANDARD - 1/20/2023
ON 1-18-23 DROVE BY 1514 WOOD AND NOTICED A SUB/S WINDOWS ARE BUSTED OUT
AND IS CONCIDERED HAZERDUS .

Task #: 114312 - SUBSTANDARD BLD - 1/20/2023

STATE OF TEXAS

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COUNTY OF HOWARD

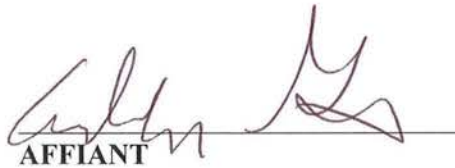
**CERTIFICATION
PHOTOGRAPHS TAKEN BY ASHLEY GUERRA**

“With regard to the photographs in **Exhibits K-3**, I am familiar with and recognize the scene depicted in the photographs. On January 18th, 2023, I inspected the property described as:

LT 12 BK 1A BELVUE 70X125 1302 ACQ 02122021 0.201 ACRES of Big Spring, Howard County, Texas, also known as **1514 WOOD**, Big Spring, Texas

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

SIGNED on the 20TH day of March 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above referenced Affiant.


Notary Public, State of Texas



EXHIBIT K-3



1/18/2023 15:00



1/18/2023 15:00

STATE OF TEXAS

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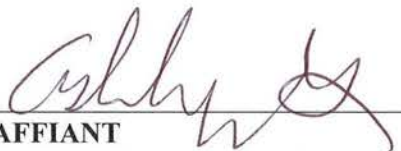
COUNTY OF HOWARD

CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA

“The document in **Exhibit K-4** 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-5** is also attached.

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



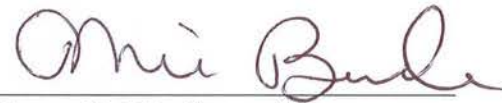

Notary Public, State of Texas

EXHIBIT K-4



Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

1514 WOOD, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 12 BK 1A BELVUE 70X125 1302
ACQ 02122021 0.201 ACRES

March 14, 2023

JEFREY WISER
929 WEST BIRGE STREET
SHERMAN, TX 75092

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. 304.13 Window, skylight and door frames

Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight. 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

There are broken windows all around the structure and need to be replaced.

Deadline for Compliance

Seven (7) days from date of mailing

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

Issued by

Ashley Guerra	Code Compliance
<i>Name</i>	<i>Department</i>
432-264-2505	aguerra@mybigspring.com
<i>Phone</i>	<i>E-mail</i>

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 **March 28, 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.

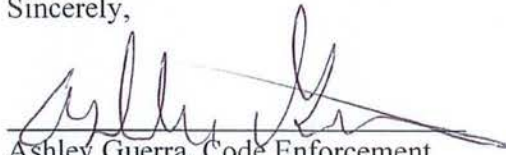
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, 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 K-5

STATE OF TEXAS

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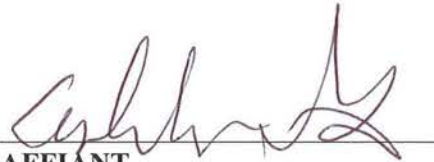
COUNTY OF HOWARD

**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **March 28, 2023**, attached as **Exhibit K-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 14, 2023.

This notice was also published in the Big Spring Herald on March 14, 2023.”

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT K-6

Tracking Number:

Remove X

9489009000276421778722

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 10:56 am on March 17, 2023 in SHERMAN, TX 75092.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered

Delivered, Left with Individual

SHERMAN, TX 75092
March 17, 2023, 10:56 am

See All Tracking History

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus[®]



Product Information



See Less ^

Track Another Package



Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

813 W 8TH ST, BIG SPRING, TEXAS 79720 – LT 2, BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 – OWNER: LUIS LLAMAS SOLIS

1910 SCURRY ST, BIG SPRING, TEXAS 79720 – LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES – OWNER: JERRY T WALTON, JUANITA H WALTON

1207 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 10, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES – OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 – S/47.5' LT 7, BK 3, (100X125.5) 1147 0.28 ACRES – OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 5-6, BK F EARLES, 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES – OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 – N/50 SE/ OF BK 44 BAUER 50X140 059 0.161 ACRES – OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT AMANDA GAIL EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 – LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES– OWNER: JOHNNY LEE PUGA, 1411 SETTLES

1513 E 17TH ST, BIG SPRING, TEXAS 79720 – E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES – OWNER: CHRISTINE BAKER, 1513 E 17TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 – LT 6, BK 6, PORTER 50X140 362 0.161 ACRES ACQ 121818 – OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 4, BK F, EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES – OWNER: MARGIE ARSIAGA GARCIA

811 W 8 TH ST, BIG SPRING, TEXAS 79720 – LESS 65X40 OF LT 1, BK 7, CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES – OWNER: RAUL J MARQUEZ

715 ANNA, BIG SPRING, TEXAS 79720 – LT 8, BK 12, SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES – OWNER: ROSA RODRIGUEZ

108 LOCKHART, BIG SPRING, TEXAS 79720 – LT 2, BK 6, LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022– OWNER: TIMOTHY EDWARD WILSON

1311 MADISON, BIG SPRING, TEXAS 79720 – LT 19, BK 8, WRITGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES– OWNER: SHEREDA MINTZ

1510 WOOD, BIG SPRING, TEXAS 79720 – LT 14, BK 1A, BELVUE 70X125 1304 ACQ 021222021 BLK/TRACT 1-A 0.201 ACRES– OWNER: JEFREY WISER

1514 WOOD, BIG SPRING, TEXAS 79720 – LT 12, BK 1A, BELVUE 70X125 1302 ACQ 02122021 0.201 ACRES – OWNER: JEFREY WISER

1513 WOOD, BIG SPRING, TEXAS 79720 – LT 7, BK 2A, BELVUE 50X125 1274 ACQ 02122021 0.143 ACRES – OWNER: JEFREY WISER

1109 E 4TH ST, BIG SPRING, TEXAS 79720 – LT 11, BK 19, BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES – OWNER: JOSEPH A DEERING AND DOROTHY L. DEERING

1607 E 3RD ST, BIG SPRING, TEXAS 79720 – Acres 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ACRES ACQ 11262019 – OWNER: CASEY'S CAMPERS, LLC

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720 – SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014– OWNER: BIG SPRING MULTI-FAMILY #1 LP

1309 GRAFA STREET, BIG SPRING, TEXAS 79720 – LT 17 BK 15 MONTICELLO 60X125 212 ACQ 010402 BLK/TRACT 15 0.172 ACRES – OWNER: JUDY AND DAVID SAUSMAN

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 LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING

Nick Reyna, Building Official



3/13/2023 14:36

1109 EAST 4TH STREET

CODE OFFICER: KALEB SMITH

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF KALEB SMITH
CONCERNING 1109 EAST 4TH ST**

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

“My name is **KALEB SMITH**. 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 **1109 EAST 4TH ST**, 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.”

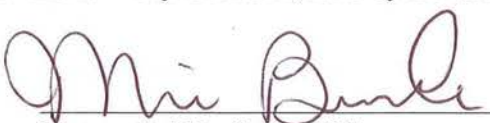
SIGNED on the 20TH day of March, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.





Notary Public, State of Texas

STATE OF TEXAS

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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:

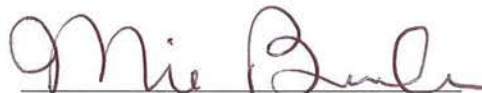
LT 11 BK 19 BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES of Big
Spring, Howard County, Texas, also known as **1109 EAST 4TH ST**, Big Spring,
Texas

by searching the following records:

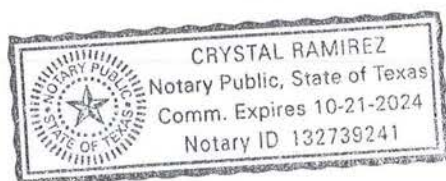
1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the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

Using the above-described records, I verified that **JOSEPH AND DOROTHY L.
DEERING** is the owner of the property located at the above-described premises and their
mailing address is **1109 EAST 4TH ST**, Big Spring, Howard County, Texas, as shown in
Exhibit D-1.

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above
referenced Affiant.




Notary Public, State of Texas

EXHIBIT D -1

1/1

SHED1
240

LA
836

CPT2
224

EPF
60

Scale 11.5'

Appraisal Coding			
Appr By	CT	Appr Dt	10/11/21
Check By		Check Dt	

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		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/140.0 DF LOTS	100.0		100.00		0%		Y	5,000	A1						
									=====							=====
									5,000							0

Comments	

	2023	Ptd	Change +/-	Prior	2022	Ptd	Entity / Description	Exemption	Txbl Value	Rate Per \$100	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Coding
Impr Homesite +	24,981	A1	-901	25,882	A1		01H HOWARD COUNTY	17,000	2,988	.3275450		9.79	MULTI	BSISDEN MC22
Land Homesite +	5,000	A1	0	5,000	A1		02B CITY OF BIG SPRING	10,000	9,988	.6731630		67.24		
Total Market =	29,981		-901	30,882			03B BIG SPRING ISD	19,988	0	1.0160000	2010	0.00		
Hs Cap Loss -	9,993		-2,718	12,711			052 HOWARD COLLEGE	17,000	2,988	.2367770		7.07		
Assessed =	19,988		1,817	18,171			** ESTIMATED TOTAL					===== 84.10		

STATE OF TEXAS

COUNTY OF HOWARD

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CERTIFICATION
1109 EAST 4TH ST 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.

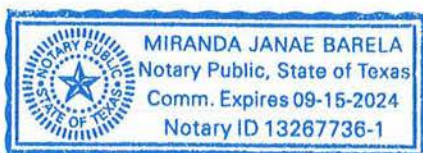
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout 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.”

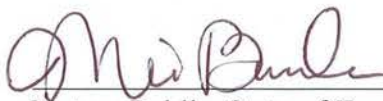
SIGNED on the 20TH day of March, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.





Notary Public, State of Texas

EXHIBIT D-2

NOTES

Incident Notes:

Task #: 112753 - INSPECT ACCUMULATED - 10/04/2022

1/23/2023 Inspected property and found that no progress has been made.

Have also not had any contact with the property owner. Will turn case over to legal for abatement and also send off for a citation.

Task #: 112754 - ACCUMULATED ITEMS - 10/04/2022

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
PHOTOGRAPHS TAKEN BY KALEB SMITH**

“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 **September 29, 2022, November 15, 2022,** and **January 23, 2023,** I inspected the property described as:

LT 11 BK 19 BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES of Big Spring, Howard County, Texas, also known as **1109 EAST 4TH ST,** Big Spring, Texas

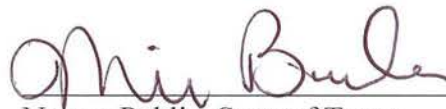
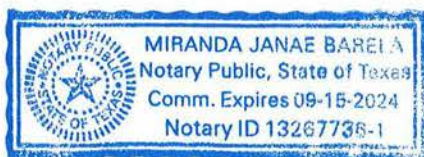
Each of the photographs is a fair and accurate depiction of the scene at the relevant time.”

SIGNED on the 20TH day of March 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above referenced Affiant.



Notary Public, State of Texas

EXHIBIT D -3



2022. 9. 29 10:24





2022. 9. 29 10:24



2022. 9.29 10:24



2022. 9.29 10:25





2022. 9. 29 10:25



2022. 9. 29 10:25





2022. 9. 29 10:26



2022. 9. 29 10:27

EXHIBIT D -4



2022.11.15 11:34



2022.11.15 11:34



2022.11.15 11:34



2022.11.15 11:34



2022.11.15 11:34



2022.11.15 11:34



2022. 11. 15 11:35



2022.11.15 11:35



2022.11.15 11:35



2022.11.15 11:35



2022.11.15 11:36



2022.11.15 11:36

EXHIBIT D-5



2023. 1.23 10:20



2023. 1. 23 10:20



2023. 1. 23 10:20



2023. 1.23 10:20



2023. 1.23 10:21





2023. 1.23 10:21

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY KALEB SMITH**

“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.”

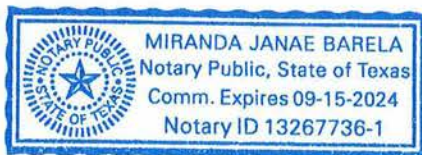
Certified Mail Return for **Exhibit D-7** is also attached.

SIGNED on the 20TH day of March, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.





Notary Public, State of Texas

EXHIBIT D-6



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1109 E 4TH ST
Lot: 11 BK: 19 BOYDSTUN 154

October 4, 2022

Case No: 71197

JOSEPH DEERING
1109 E 4TH ST
BIG SPRING TX 79720-3265

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 (scrap metal, scrap plastic, scrap wood, electronics, appliances, junk vehicles, buckets, mattresses, camper, tires, trash, and tons of accumulated items) that need 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

Kaleb Smith

Name

Code Compliance

Department

432-264-2508

Phone

ksmith@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,

A handwritten signature in black ink, appearing to read 'Kaleb Smith', with a stylized flourish extending to the right.

Kaleb Smith
Code Compliance Official
City of Big Spring, Texas



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1109 E 4TH ST
Lot: 11 BK: 19 BOYDSTUN 154

October 4, 2022

Case No: 71196

JOSEPH DEERING
1109 E 4TH ST
BIG SPRING TX 79720-3265

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 is an accumulation of items that provide harborage and/or food to rodents and other vermin that needs to be removed from the property. 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	<u>Kaleb Smith</u>	<u>Code Compliance</u>
	<i>Name</i>	<i>Department</i>
	<u>432-264-2508</u>	<u>ksmith@mybigspring.com</u>
	<i>Phone</i>	<i>E-mail</i>

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,



Kaleb Smith
Code Official
City of Big Spring, Texas



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1109 E 4TH ST
Lot: 11 BK: 19 BOYDSTUN 154

October 4, 2022

Case No: 71195

JOSEPH DEERING
1109 E 4TH ST
BIG SPRING TX 79720-3265

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 is overgrown and needs to be mowed. This includes up to 3 ft past the curb and halfway into the alley. Trees overhanging the road must be trimmed at least 12 ft high. 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

Kaleb Smith

Name

Code Compliance

Department

432-264-2508

Phone

ksmith@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 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,



Kaleb Smith
Code Compliance Official
City of 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

1109 EAST 4TH STREET, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 11 BK 19 BOYDSTUN 50X140
154 ACQ 040902 0.161 ACRES

March 14, 2023

JOSEPH DEERING AND
DOROTHY L. DEERING
1109 EAST 4TH STREET
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. 302.4 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
On the property there is a large pile of accumulated items such as trash, debris, metal, wood, electronics, appliances, clothing, household items, furniture, mattresses and dead weeds and tree materials. 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.	Seven (7) days from date of mailing

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

Issued by	Kaleb Smith	Code Compliance
	Name	Department
	432-264-2508	ksmith@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 **March 28th, 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,



Kaleb Smith, Code Enforcement
City of Big Spring, Texas

EXHIBIT D-7

Tracking Number:

Remove X

9171082133393629908608

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item arrived at our USPS facility in MIDLAND TX DISTRIBUTION CENTER on March 22, 2023 at 4:42 pm. The item is currently in transit to the destination.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered

Out for Delivery

Preparing for Delivery

Moving Through Network

Arrived at USPS Regional Facility

MIDLAND TX DISTRIBUTION CENTER

March 22, 2023, 4:42 pm

Departed USPS Regional Facility

EL PASO TX DISTRIBUTION CENTER

March 21, 2023, 6:20 pm

See All Tracking History

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less 

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS

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§
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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 **March 28, 2023**, attached as **Exhibit D-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 13, 2023.

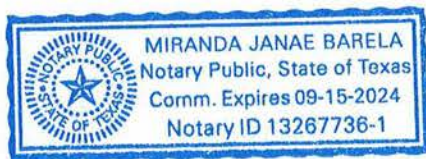
This notice was also published in the Big Spring Herald on March 14, 2023.”

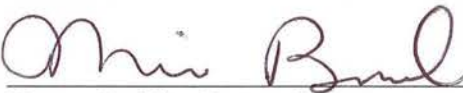
SIGNED on the 20TH day of March, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.





Notary Public, State of Texas

EXHIBIT D-8



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

813 W 8 TH ST, BIG SPRING, TEXAS 79720 – LT 2, BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 – OWNER: LUIS LLAMAS SOLIS

1910 SCURRY ST, BIG SPRING, TEXAS 79720 – LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES – OWNER: JERRY T WALTON, JUANITA H WALTON

1207 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 10, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES – OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 – S/47.5' LT 7, BK 3, (100X125.5) 1147 0.28 ACRES – OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 5-6, BK F EARLES, 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES – OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 – N/50 SE/ OF BK 44 BAUER 50X140 059 0.161 ACRES – OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT AMANDA GAIL EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 – LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES– OWNER: JOHNNY LEE PUGA, 1411 SETTLES

1513 E 17 TH ST, BIG SPRING, TEXAS 79720 – E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES – OWNER: CHRISTINE BAKER, 1513 E 17 TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 – LT 6, BK 6, PORTER 50X140 362 0.161 ACRES ACQ 121818 – OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 4, BK F, EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES – OWNER: MARGIE ARSIAGA GARCIA

811 W 8 TH ST, BIG SPRING, TEXAS 79720 – LESS 65X40 OF LT 1, BK 7, CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES – OWNER: RAUL J MARQUEZ

715 ANNA, BIG SPRING, TEXAS 79720 – LT 8, BK 12, SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES – OWNER: ROSA RODRIGUEZ

108 LOCKHART, BIG SPRING, TEXAS 79720 – LT 2, BK 6, LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022– OWNER: TIMOTHY EDWARD WILSON

1311 MADISON, BIG SPRING, TEXAS 79720 – LT 19, BK 8, WRITGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES– OWNER: SHEREDA MINTZ

1510 WOOD, BIG SPRING, TEXAS 79720 – LT 14, BK 1A, BELVUE 70X125 1304 ACQ 021222021 BLK/TRACT 1-A 0.201 ACRES– OWNER: JEFREY WISER

1514 WOOD, BIG SPRING, TEXAS 79720 – LT 12, BK 1A, BELVUE 70X125 1302 ACQ 02122021 0.201 ACRES – OWNER: JEFREY WISER

1513 WOOD, BIG SPRING, TEXAS 79720 – LT 7, BK 2A, BELVUE 50X125 1274 ACQ 02122021 0.143 ACRES – OWNER: JEFREY WISER

1109 E 4TH ST, BIG SPRING, TEXAS 79720 – LT 11, BK 19, BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES – OWNER: JOSEPH A DEERING AND DOROTHY L. DEERING

1607 E 3RD ST, BIG SPRING, TEXAS 79720 – Acres 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ACRES ACQ 11262019 – OWNER: CASEY'S CAMPERS, LLC

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720 – SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014– OWNER: BIG SPRING MULTI-FAMILY #1 LP

1309 GRAFA STREET, BIG SPRING, TEXAS 79720 – LT 17 BK 15 MONTICELLO 60X125 212 ACQ 010402 BLK/TRACT 15 0.172 ACRES – OWNER: JUDY AND DAVID SAUSMAN

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 LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING

Nick Reyna, Building Official



1607 EAST 3RD STREET

CODE OFFICER: ASHLEY GUERRA

STATE OF TEXAS

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COUNTY OF HOWARD

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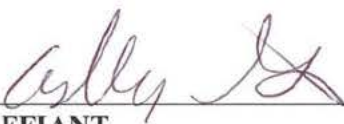
**AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 1607 EAST 3RD STREET**

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 **1607 EAST 3RD 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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

STATE OF TEXAS

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§

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:

**ACRES 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ARES ACQ
11262019** of Big Spring, Howard County, Texas, also known as **1607 EAST 3RD
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 CASEY CAMPERS, LLC is the owner of
the property located at the above-described premises and their mailing address is **1607 EAST
3RD STREET**, Big Spring, Howard County, Texas, as shown in **Exhibit L-1**.

SIGNED on the 20TH day of March 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above
referenced Affiant.


Notary Public, State of Texas

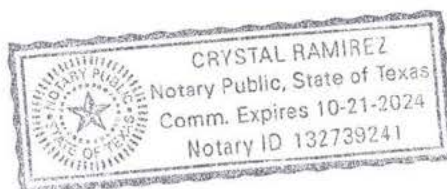


EXHIBIT L-1

Ownership

CASEY'S CAMPERS

1607 E 3RD ST
BIG SPRING, TX 79720-3352

Exemptions/Deed



Legal Information

LEGAL: BUSINESS PERSONAL PROPERTY FURN FIXT/MACH EQUIP/INVENTORY
SITUS: 1607 E 3RD ST
ALT:51932006100
MIN:13782
XREF:13782.1

UNCERTIFIED

Appraisal Coding

Appr By CLARISSA Appr Dt 01/29/21
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	Feature Code	Cpsf / Value

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
									=====							=====
									0							0

Comments

	2023	Ptd	Change +/-	Prior	2022	Ptd	Entity / Description	Exemption	Txbl Value	Rate Per \$100	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Coding
Personal Market +	9,500	L1	0	9,500	L1		01H HOWARD COUNTY	0	9,500	.3275450		31.12	MULTI	
Total Market =	9,500		0	9,500			02B CITY OF BIG SPRING	0	9,500	.6731630		63.95		
Assessed =	9,500		0	9,500			03B BIG SPRING ISD	0	9,500	1.0160000		96.52		
							052 HOWARD COLLEGE	0	9,500	.2367770		22.49		
							** ESTIMATED TOTAL					=====		
												214.08		

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
1607 EAST 3RD STREET CASE NOTES

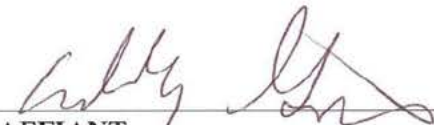
“This record, attached as **Exhibit L-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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.

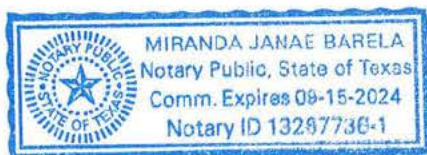
Making this record was a regular practice of that activity.

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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT L-2

NOTES

Incident Notes:

Task #: 114417 - INSPECT SUBSTANDARD - 2/06/2023

ON 2-2-23 FOUND SUB STANDERED STRUCTURE .

UNDER THE OWNERS INFO IT SHOWS CASEYS CAMPERS .

DOESNT HAVE A NAME .

Task #: 114418 - SUBSTANDARD BLD - 2/06/2023

STATE OF TEXAS

COUNTY OF HOWARD

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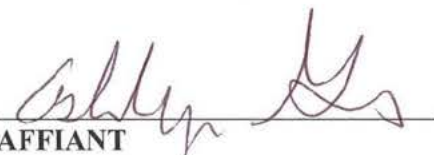
**CERTIFICATION
PHOTOGRAPHS TAKEN BY ASHLEY GUERRA**

“With regard to the photographs in **Exhibits L-3**, I am familiar with and recognize the scene depicted in the photographs. On February 2, 2023. I inspected the property described as:

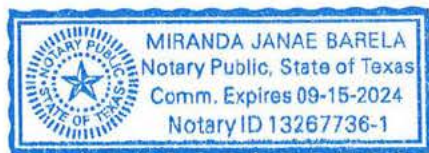
**ACRES 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ARES ACQ
11262019 of Big Spring, Howard County, Texas, also known as 1607 EAST 3RD
STREET, Big Spring, Texas**

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

SIGNED on the 20TH day of March 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT L-3



2/ 2/2023 13:37





2/ 2/2023 13:36

STATE OF TEXAS

COUNTY OF HOWARD

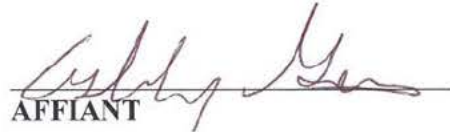
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**CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA**

“The document in **Exhibit L-4** 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-5** is also attached.

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



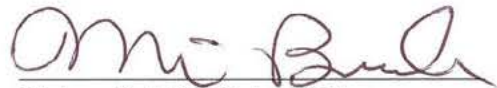

Notary Public, State of Texas

EXHIBIT L-4



Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

1607 EAST 3RD STREET, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: ACRES 1.960, SC 44 BK 32 1N 049
BLK/TRACT 32 1N 1.96 ARES ACQ 11262019

March 14, 2023

CASEY'S CAMPERS, LLC
1607 EAST 3RD STREET
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. 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

The roof is damaged and contains missing pieces. Holes in roof create unsafe conditions to the business. Rood needs to be repaired.

Deadline for Compliance

Seven (7) days from date of mailing

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

Issued by

Ashley Guerra

Name

Code Compliance

Department

432-264-2505

Phone

aguerra@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.

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 **March 28, 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.

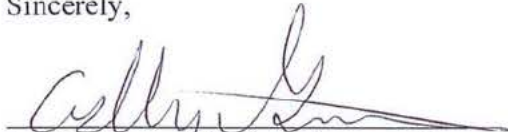
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, 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 L-5

Tracking Number:

Remove X

9489009000276421778715

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 2:08 pm on March 16, 2023 in BIG SPRING, TX 79720.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

BIG SPRING, TX 79720
March 16, 2023, 2:08 pm

See All Tracking History

Text & Email Updates 

Return Receipt Electronic 

USPS Tracking Plus® 

Product Information 

See Less ^

Track Another Package



STATE OF TEXAS

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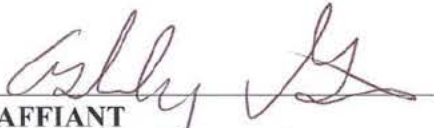
COUNTY OF HOWARD

**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **March 28, 2023**, attached as **Exhibit L-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 14, 2023.

This notice was also published in the Big Spring Herald on March 14, 2023.”

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



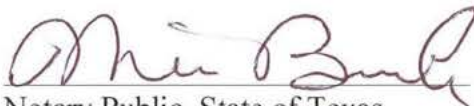

Notary Public, State of Texas

EXHIBIT L-6



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

813 W 8TH ST, BIG SPRING, TEXAS 79720 – LT 2, BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 – OWNER: LUIS LLAMAS SOLIS

1910 SCURRY ST, BIG SPRING, TEXAS 79720 – LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES – OWNER: JERRY T WALTON, JUANITA H WALTON

1207 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 10, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES – OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 – S/47.5' LT 7, BK 3, (100X125.5) 1147 0.28 ACRES – OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 5-6, BK F EARLES, 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES – OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 – N/50 SE/ OF BK 44 BAUER 50X140 059 0.161 ACRES – OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT AMANDA GAIL EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 – LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES – OWNER: JOHNNY LEE PUGA, 1411 SETTLES

1513 E 17TH ST, BIG SPRING, TEXAS 79720 – E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES – OWNER: CHRISTINE BAKER, 1513 E 17TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 – LT 6, BK 6, PORTER 50X140 362 0.161 ACRES ACQ 121818 – OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 4, BK F, EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES – OWNER: MARGIE ARSIAGA GARCIA

811 W 8 TH ST, BIG SPRING, TEXAS 79720 – LESS 65X40 OF LT 1, BK 7, CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES – OWNER: RAUL J MARQUEZ

715 ANNA, BIG SPRING, TEXAS 79720 – LT 8, BK 12, SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES – OWNER: ROSA RODRIGUEZ

108 LOCKHART, BIG SPRING, TEXAS 79720 – LT 2, BK 6, LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022– OWNER: TIMOTHY EDWARD WILSON

1311 MADISON, BIG SPRING, TEXAS 79720 – LT 19, BK 8, WRITGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES– OWNER: SHEREDA MINTZ

1510 WOOD, BIG SPRING, TEXAS 79720 – LT 14, BK 1A, BELVUE 70X125 1304 ACQ 021222021 BLK/TRACT 1-A 0.201 ACRES– OWNER: JEFREY WISER

1514 WOOD, BIG SPRING, TEXAS 79720 – LT 12, BK 1A, BELVUE 70X125 1302 ACQ 021222021 0.201 ACRES – OWNER: JEFREY WISER

1513 WOOD, BIG SPRING, TEXAS 79720 – LT 7, BK 2A, BELVUE 50X125 1274 ACQ 021222021 0.143 ACRES – OWNER: JEFREY WISER

1109 E 4TH ST, BIG SPRING, TEXAS 79720 – LT 11, BK 19, BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES – OWNER: JOSEPH A DEERING AND DOROTHY L. DEERING

1607 E 3RD ST, BIG SPRING, TEXAS 79720 – Acres 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ACRES ACQ 11262019 – OWNER: CASEY'S CAMPERS, LLC

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720 – SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014– OWNER: BIG SPRING MULTI-FAMILY #1 LP

1309 GRAFA STREET, BIG SPRING, TEXAS 79720 – LT 17 BK 15 MONTICELLO 60X125 212 ACQ 010402 BLK/TRACT 15 0.172 ACRES – OWNER: JUDY AND DAVID SAUSMAN

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 LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING


Nick Reyna, Building Official



715 ANNA STREET

CODE OFFICER: MALISSA GARCIA

STATE OF TEXAS

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COUNTY OF HOWARD

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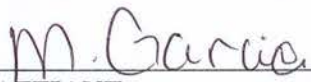
**AFFIDAVIT OF MALISSA GARCIA
CONCERNING 715 ANNA STREET**

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:

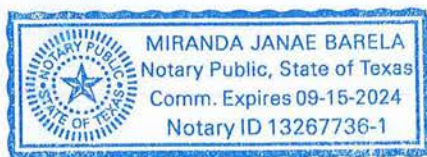
“I am a code compliance official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **715 ANNA 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.”

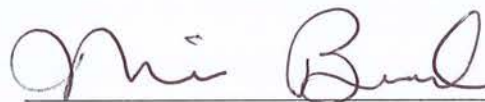
SIGNED on the 20TH day of March, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.





Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF HOWARD

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**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 12 SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/ TRACT
12 0.18 ACRES** of Big Spring, Howard County, Texas, also known as **715
ANNA ST**, 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 ROSA RODRIGUEZ is the owner of the
property located at the above-described premises and their mailing address is **715 ANNA
STREET**, Big Spring, Howard County, Texas, as shown in **Exhibit R-1**.

SIGNED on the 20TH day of March 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above
referenced Affiant.


Notary Public, State of Texas

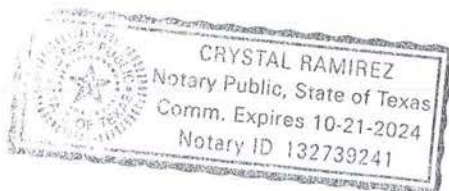


EXHIBIT R-1

HOWARD COUNTY APPRAISAL DISTRICT (2023)

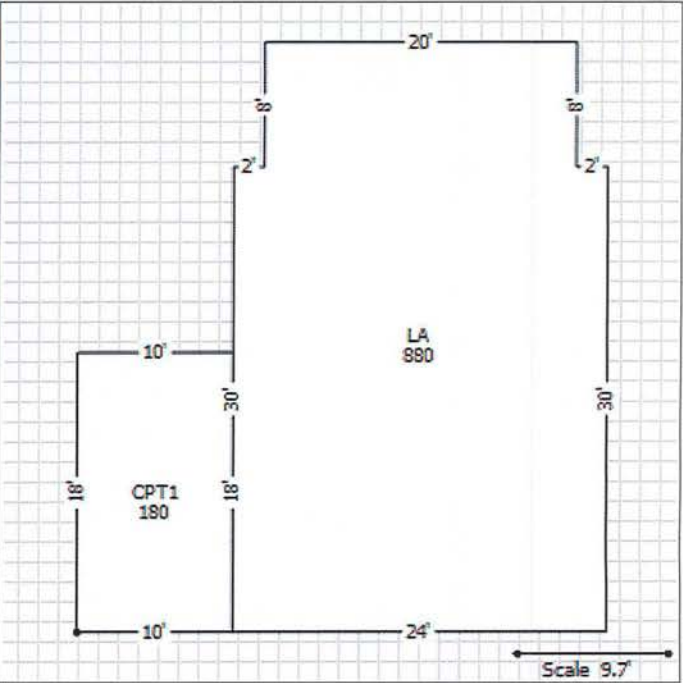
Property ID : R000009421 Geo ID : B5400012700 1/1

Ownership

RODRIGUEZ ROSA
AGUIRRE ISRAEL JR
1703 JIM ST
MERCEDES, TX 78570

Exemptions/Deed

INST: 2014-00000143
VOL: 1372
PAGE: 286
DATE: 1/10/2014



Legal Information

LEGAL: LT 8 BK 12 SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES
SITUS: 715 ANNA
ACRES:0.180
ALT:9421
XREF:9421.1

Appraisal Coding

Appr By JD Appr Dt 03/04/21
Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
1/10/14		1372	286	2014-00000143	1/10/14	+++++	+++++	RODRIGUEZ ROSA	SAIZ LOUISA
8/30/06		1021	80	0	8/30/06	+++++	+++++	SAIZ LOUISA	RODRIGUEZ LUPE
12/23/97		0758	540	0	8/30/06	+++++	+++++	RODRIGUEZ LUPE ET UX	LLOYD JAMES LESLIE 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	Feature Code	Cpsf / Value	
LA-LIVING AREA	Y	1950/NA	RS3F	880	105.37	92,726	0 VP	-90%		0%	-10%	0%	100%	0%	0%	-91.0%	8,346	AST-1 STORY	0	
CPT1-CARPORT LOW QUA	Y	1950/NA	RS3F	180	6.23	1,121	0 VP	-90%		0%	-10%	0%	100%	0%	0%	-91.0%	101	AUT-ALL	0	
				=====		=====	=====										=====	BFN-BLOCKS	0	
				1,060		93,847	0										8,447	CRM-COMPOSITION	0	
																			FET-FRAME	0
																			GRT-GABLE	0
																			WHC-WINDOW UNIT	0
																			1BT-1 BATH	0
																			=====	
																			0	
SQFT MA: 880 MKT CSF MA: 12.144 CSF IMPR: 9.599 LOC CODE: WEST																				

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	56.0 FF/56.0 RF/140.0 DF LOTS	40.0		40.00		0%		Y	2,240	A1						
									2,240							0

Comments

2023	Ptd	Change +/-	Prior	2022	Ptd	Entity / Description	Exemption	Txbl Value	Rate Per \$100	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Coding
Impr: Homesite +	8,447	A1	-1,680	10,127	A1	01H HOWARD COUNTY	0	10,687	.3275450		35.00		
Land Homesite +	2,240	A1	0	2,240	A1	02B CITY OF BIG SPRING	0	10,687	.6731630		71.94		WEST22
Total Market =	10,687		-1,680	12,367		03B BIG SPRING ISD	0	10,687	1.0160000		108.58		
Assessed =	10,687		-1,680	12,367		052 HOWARD COLLEGE	0	10,687	.2367770		25.30		
						** ESTIMATED TOTAL					240.82		

STATE OF TEXAS

§

COUNTY OF HOWARD

§

§

**CERTIFICATION
PHOTOGRAPHS TAKEN BY MALISSA GARCIA**

“With regard to the photographs in **Exhibits R-2**, I am familiar with and recognize the scene depicted in the photographs. On **February 2, 2023**. I inspected the property described as:

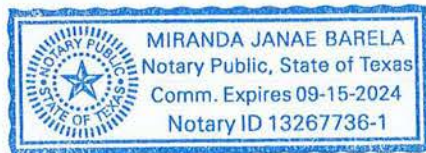
**LT 8 BK 12 SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/ TRACT
12 0.18 ACRES** of Big Spring, Howard County, Texas, also known as **715
ANNA ST**, Big Spring, Texas

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

SIGNED on the 20TH day of March 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above referenced Affiant.



Miranda Barela
Notary Public, State of Texas

EXHIBIT R-2



2/ 2/2023 10:43





2/ 2/2023 10:44



2/ 2/2023 10:44

STATE OF TEXAS

§
§
§

COUNTY OF HOWARD

CERTIFICATION
NOTICE SENT BY MALISSA GARCIA

“The document in Exhibit R-3 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-4 is also attached.

SIGNED on the 20TH day of March, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.

Miranda Barela
Notary Public, State of Texas

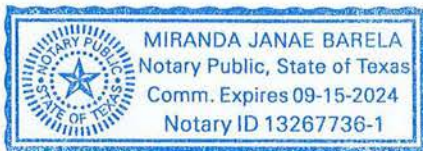


EXHIBIT R-3



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

715 ANNA ST

Lot: 8 BK: 12 SETTLES HEIGHTS 145

February 7, 2023

Case No: 72209

ROSA RODRIGUEZ
1703 JIM ST.
MERCEDDES TX 78570

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
Remove accumulation	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,

A handwritten signature in blue ink that reads "M. Garcia". The signature is written in a cursive, flowing style.

Code Official
City of Big Spring, Texas



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

715 ANNA ST
Lot: 8 BK: 12 SETTLES HEIGHTS 145

February 7, 2023

Case No: 72208

ROSA RODRIGUEZ
1703 JIM ST.
MERCEDDES TX 78570

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

There are several items (TON of tree limbs, trash and wood) 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.

Deadline for Compliance

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



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

715 ANNA ST
Lot: 8 BK: 12 SETTLES HEIGHTS 145

February 7, 2023

Case No: 72207

ROSA RODRIGUEZ
1703 JIM ST.
MERCEDDES TX 78570

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 alley. 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

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 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,

A handwritten signature in blue ink that reads "M. Garcia". The signature is written in a cursive, flowing style.

Code Compliance Officer
City of 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

715 ANNA, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 8 BK 12 SETTLES HEIGHTS 56X140
145 ACQ 01102014 BLK/ TRACT 12 0.18 ACRES

March 13, 2023

ROSA RODRIGUEZ
ISRAEL AGUIRRE JR
1703 JIM STREET
MERCEDDES, TX 78570

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. 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.
304.1.1 Unsafe Conditions (2), (8)	The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations have deterioration or distress that appears to reduce their load-carrying capacity. 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. 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. 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
This property has overgrown weeds or plant growth in excess of 12 inches that need maintenance. The premises is littered with tree trimmings, tree falling apart, random trash in the yard and 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. The structure is dilapidated. The roof is missing shingles and some are damaged. There is sheet metal as a temporary fix and needs to be removed. The roof needs to be repaired. The struture is unsound and we are requesting the structure be demolished.	Seven (7) days from date of mailing

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

Issued by

<u>Malissa Garcia</u>	<u>Code Compliance</u>
<i>Name</i>	<i>Department</i>
<u>432-264-2506</u>	<u>mgarcia@mybigspring.com</u>
<i>Phone</i>	<i>E-mail</i>

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 **March 28, 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,

A handwritten signature in cursive script that reads "M. Garcia".

Malissa Garcia, Code Enforcement
City of Big Spring, Texas

EXHIBIT R-4

Tracking Number:

Remove X

9489009000276209438886

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 2:09 pm on March 20, 2023 in MERCEDES, TX 78570.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered

Delivered, Left with Individual

MERCEDES, TX 78570
March 20, 2023, 2:09 pm

See All Tracking History

Feedback

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus[®]



Product Information



See Less ^

Track Another Package



Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS

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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 **March 28, 2023**, attached as **Exhibit R-5**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 13, 2023.

This notice was also published in the Big Spring Herald on March 14, 2023.”

SIGNED on the 20TH day of March, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



Miranda Barela
Notary Public, State of Texas

EXHIBIT R-5



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

813 W 8TH ST, BIG SPRING, TEXAS 79720 – LT 2, BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 – OWNER: LUIS LLAMAS SOLIS

1910 SCURRY ST, BIG SPRING, TEXAS 79720 – LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES – OWNER: JERRY T WALTON, JUANITA H WALTON

1207 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 10, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES – OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 – S/47.5' LT 7, BK 3, (100X125.5) 1147 0.28 ACRES – OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 5-6, BK F EARLES, 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES – OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 – N/50 SE/ OF BK 44 BAUER 50X140 059 0.161 ACRES – OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT AMANDA GAIL EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 – LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES– OWNER: JOHNNY LEE PUGA, 1411 SETTLES

1513 E 17TH ST, BIG SPRING, TEXAS 79720 – E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES – OWNER: CHRISTINE BAKER, 1513 E 17TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 – LT 6, BK 6, PORTER 50X140 362 0.161 ACRES ACQ 121818 – OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 4, BK F, EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES – OWNER: MARGIE ARSIAGA GARCIA

811 W 8 TH ST, BIG SPRING, TEXAS 79720 – LESS 65X40 OF LT 1, BK 7, CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES – OWNER: RAUL J MARQUEZ

715 ANNA, BIG SPRING, TEXAS 79720 – LT 8, BK 12, SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES – OWNER: ROSA RODRIGUEZ

108 LOCKHART, BIG SPRING, TEXAS 79720 – LT 2, BK 6, LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022– OWNER: TIMOTHY EDWARD WILSON

1311 MADISON, BIG SPRING, TEXAS 79720 – LT 19, BK 8, WRITGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES– OWNER: SHEREDA MINTZ

1510 WOOD, BIG SPRING, TEXAS 79720 – LT 14, BK 1A, BELVUE 70X125 1304 ACQ 021222021 BLK/TRACT 1-A 0.201 ACRES– OWNER: JEFREY WISER

1514 WOOD, BIG SPRING, TEXAS 79720 – LT 12, BK 1A, BELVUE 70X125 1302 ACQ 021222021 0.201 ACRES – OWNER: JEFREY WISER

1513 WOOD, BIG SPRING, TEXAS 79720 – LT 7, BK 2A, BELVUE 50X125 1274 ACQ 021222021 0.143 ACRES – OWNER: JEFREY WISER

1109 E 4TH ST, BIG SPRING, TEXAS 79720 – LT 11, BK 19, BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES – OWNER: JOSEPH A DEERING AND DOROTHY L. DEERING

1607 E 3RD ST, BIG SPRING, TEXAS 79720 – Acres 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ACRES ACQ 11262019 – OWNER: CASEY'S CAMPERS, LLC

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720 – SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014– OWNER: BIG SPRING MULTI-FAMILY #1 LP

1309 GRAFA STREET, BIG SPRING, TEXAS 79720 – LT 17 BK 15 MONTICELLO 60X125 212 ACQ 010402 BLK/TRACT 15 0.172 ACRES – OWNER: JUDY AND DAVID SAUSMAN

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 LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING

Nick Reyna, Building Official



0 BIRDWELL LANE

CODE OFFICER: MALISSA GARCIA

STATE OF TEXAS

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COUNTY OF HOWARD

**AFFIDAVIT OF MALISSA GARCIA
CONCERNING 0 BIRDWELL**

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

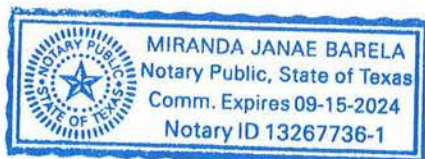
“My name is **MALISSA GARCIA**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“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 **0 BIRDWELL**, 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 20TH day of March, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



Miranda Barela
Notary Public, State of Texas

STATE OF TEXAS

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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:

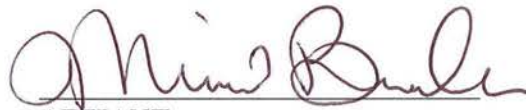
SC44 BK22 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 070220014 of Big
Spring, Howard County, Texas, also known as **0 BIRDWELL**, Big Spring, Texas

by searching the following records:

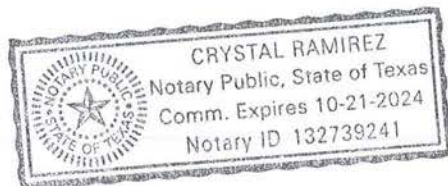
1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the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

Using the above-described records, I verified that **BIG SPRING MULTI FAMILY #1 LP**
is the owner of the property located at the above-described premises and their mailing address is
0 BIRDWELL, Big Spring, Howard County, Texas, as shown in **Exhibit A-1**.

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above
referenced Affiant.



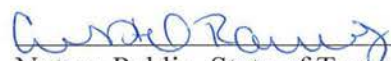

Notary Public, State of Texas

EXHIBIT A -1

HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000047149

Geo ID : 51444012600

1/1

Ownership BIG SPRING MULTI FAMILY # 1 LP 1809 RANDOLPH RIDGE TRAIL AUSTIN, TX 78746	Exemptions/Deed INST: 2014-00004605 VOL: 1403 PAGE: 303 DATE: 7/2/2014	METES AND BOUNDS
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Legal Information
LEGAL: SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014 SITUS: BIRDWELL LANE ACRES:4.760 ALT:47149 XREF:47149.1
UNCERTIFIED

Appraisal Coding	
Appr By BS	Appr Dt 11/01/17
Check By BS	Check Dt 12/18/17

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
7/2/14		1403	303	2014-00004605	7/2/14	+++++	+++++	BIG SPRING MULTI FAMILY # SAS TEXAS PROPERTIES	
11/13/13		1363	547	2013-00008314	11/13/13	+++++	+++++	SAS TEXAS PROPERTIES LLC WORTHY JERRY NEEDHAM	

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	Feature Code	Cpsf / Value

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
AJ3	2.260 AC/98,446 SF	75,000.0		75,000.00		0%	0	N	169,500	C1						
A*R	2.500 AC/108,900 SF	2,400.0		2,400.00		0%	0	N	6,000	C1						
									=====							=====
									175,500							0

Comments

	2023	Ptd	Change +/-	Prior	2022	Ptd	Entity / Description	Exemption	Txbl Value	Rate Per \$100	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Coding
Land Non Homesite +	175,500	C1	0	175,500	C1		01H HOWARD COUNTY	0	175,500	.3275450		574.84	2519A	BSISDEN
Total Market =	175,500		0	175,500			02B CITY OF BIG SPRING	0	175,500	.6731630		1,181.40		
Assessed =	175,500		0	175,500			03B BIG SPRING ISD	0	175,500	1.0160000		1,783.08		
							052 HOWARD COLLEGE	0	175,500	.2367770		415.54		
							** ESTIMATED TOTAL			=====		3,954.86		

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
PHOTOGRAPHS TAKEN BY MALISSA GARCIA**

“With regard to the photographs in **Exhibits A-2**, I am familiar with and recognize the scene depicted in the photographs. On February 8, 2023 , I inspected the property described as:

SC44 BK22 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 070220014 of Big Spring, Howard County, Texas, also known as **0 BIRDWELL**, Big Spring, Texas

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

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



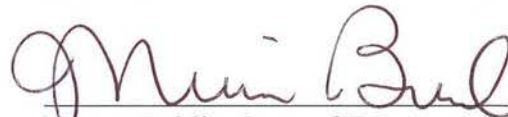

Notary Public, State of Texas

EXHIBIT A -2



2/ 8/2023 16:41

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY MALISSA GARCIA**

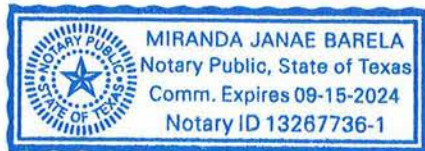
“The document in **Exhibit A-3** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

Certified Mail Return for **Exhibit A-4** is also attached.

SIGNED on the 20TH day of March, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



Miranda Barela
Notary Public, State of Texas

EXHIBIT A -3



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

0 BIRDWELL

SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014

February 9, 2023

Case No: 72227

ILY BIG SPRING MULTI FAM
1809 RANDOLPH RIDGE TRAIL
AUSTIN TX 78746

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 (pile of tree limbs, boat full of lawn mowers, trailer full of trash, junk vehicle and a trailer full of bikes) that need to be removed. 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

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,

A handwritten signature in blue ink that reads "M. Garcia". The signature is written in a cursive, flowing style.

Code Compliance Officer
City of Big Spring, Texas



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

0 BIRDWELL

SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014

February 9, 2023

Case No: 72228

ILY BIG SPRING MULTI FAM
1809 RANDOLPH RIDGE TRAIL
AUSTIN TX 78746

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 on this property 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

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 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,

A handwritten signature in blue ink that reads "M. Garcia". The signature is written in a cursive, flowing style.

Code Compliance Officer
City of 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

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: SC 44 BK 32 1N 593 BLK/TRACT 32
1N 4.76 ACRES ACQ 07022014

March 13, 2023

BIG SPRING MULTI-FAMILY#1 LP
1809 RANDOLPH RIDGE TRAIL
AUSTIN, TX 78746

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

The premises is littered with pile of tree limbs, boat full of lawn mowers, trailer full of trash, junk vehicle and a trailer full of bikes 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.

Deadline for Compliance

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.

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 **March 28, 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,



Malissa Garcia, Code Enforcement
City of Big Spring, Texas

EXHIBIT A -4

Tracking Number:

Remove X

9171082133393629908592

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

- Delivered
- Out for Delivery
- Preparing for Delivery

Moving Through Network

In Transit, Arriving Late

March 21, 2023

Departed USPS Regional Facility

AUSTIN TX DISTRIBUTION CENTER
March 17, 2023, 8:09 pm

See All Tracking History

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less 

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS

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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 **March 28, 2023**, attached as **Exhibit A-5**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 13, 2023.

This notice was also published in the Big Spring Herald on March 14, 2023.”

SIGNED on the 20TH day of March, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.



Miranda Barela
Notary Public, State of Texas

EXHIBIT A -5



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

813 W 8 TH ST, BIG SPRING, TEXAS 79720 – LT 2, BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 – OWNER: LUIS LLAMAS SOLIS

1910 SCURRY ST, BIG SPRING, TEXAS 79720 – LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES – OWNER: JERRY T WALTON, JUANITA H WALTON

1207 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 10, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES – OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 – S/47.5' LT 7, BK 3, (100X125.5) 1147 0.28 ACRES – OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 5-6, BK F EARLES, 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES – OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 – N/50 SE/ OF BK 44 BAUER 50X140 059 0.161 ACRES – OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT AMANDA GAIL EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 – LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES– OWNER: JOHNNY LEE PUGA, 1411 SETTLES

1513 E 17 TH ST, BIG SPRING, TEXAS 79720 – E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES – OWNER: CHRISTINE BAKER, 1513 E 17 TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 – LT 6, BK 6, PORTER 50X140 362 0.161 ACRES ACQ 121818 – OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 4, BK F, EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES – OWNER: MARGIE ARSIAGA GARCIA

811 W 8 TH ST, BIG SPRING, TEXAS 79720 – LESS 65X40 OF LT 1, BK 7, CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES – OWNER: RAUL J MARQUEZ

715 ANNA, BIG SPRING, TEXAS 79720 – LT 8, BK 12, SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES – OWNER: ROSA RODRIGUEZ

108 LOCKHART, BIG SPRING, TEXAS 79720 – LT 2, BK 6, LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022– OWNER: TIMOTHY EDWARD WILSON

1311 MADISON, BIG SPRING, TEXAS 79720 – LT 19, BK 8, WRITGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES– OWNER: SHEREDA MINTZ

1510 WOOD, BIG SPRING, TEXAS 79720 – LT 14, BK 1A, BELVUE 70X125 1304 ACQ 021222021 BLK/TRACT 1-A 0.201 ACRES– OWNER: JEFREY WISER

1514 WOOD, BIG SPRING, TEXAS 79720 – LT 12, BK 1A, BELVUE 70X125 1302 ACQ 02122021 0.201 ACRES – OWNER: JEFREY WISER

1513 WOOD, BIG SPRING, TEXAS 79720 – LT 7, BK 2A, BELVUE 50X125 1274 ACQ 02122021 0.143 ACRES – OWNER: JEFREY WISER

1109 E 4TH ST, BIG SPRING, TEXAS 79720 – LT 11, BK 19, BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES – OWNER: JOSEPH A DEERING AND DOROTHY L. DEERING

1607 E 3RD ST, BIG SPRING, TEXAS 79720 – Acres 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ACRES ACQ 11262019 – OWNER: CASEY'S CAMPERS, LLC

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720 – SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014– OWNER: BIG SPRING MULTI-FAMILY #1 LP

1309 GRAFA STREET, BIG SPRING, TEXAS 79720 – LT 17 BK 15 MONTICELLO 60X125 212 ACQ 010402 BLK/TRACT 15 0.172 ACRES – OWNER: JUDY AND DAVID SAUSMAN

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 LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING

Nick Reyna, Building Official



1311 MADISON

CODE OFFICER: ROY MARQUEZ

STATE OF TEXAS

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COUNTY OF HOWARD

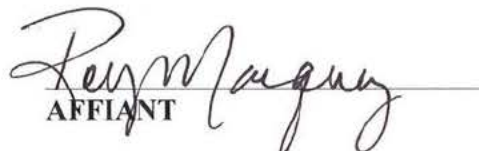
**AFFIDAVIT OF ROY MARQUEZ
CONCERNING 1311 MADISON STREET**

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

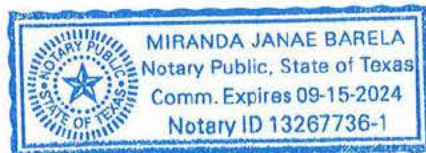
“My name is **ROY MARQUEZ**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“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 **1311 MADISON 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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF HOWARD

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**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 19 BK 8 WRIGHTS AIRPORT (50X130) 632 ACQ 12302016
BLK/TRACT 8 0.149 ACRES of Big Spring, Howard County, Texas, also
known as **1311 MADISON STREET**, Big Spring, Texas

by searching the following records:

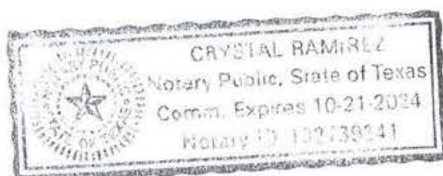
1. county real property records of the county in which the building is located;
2. appraisal district records of the appraisal district in which the building is located;
3. records of the secretary of state;
4. assumed name records of the county in which the building is located;
5. tax records of the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

Using the above-described records, I verified that **SHEREDA MINTZ** is the owner of the property located at the above-described premises and their mailing address is **1311 MADISON STREET**, Big Spring, Howard County, Texas, as shown in **Exhibit F-1**.

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT F-1

HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000011085

Geo ID : B6240011100

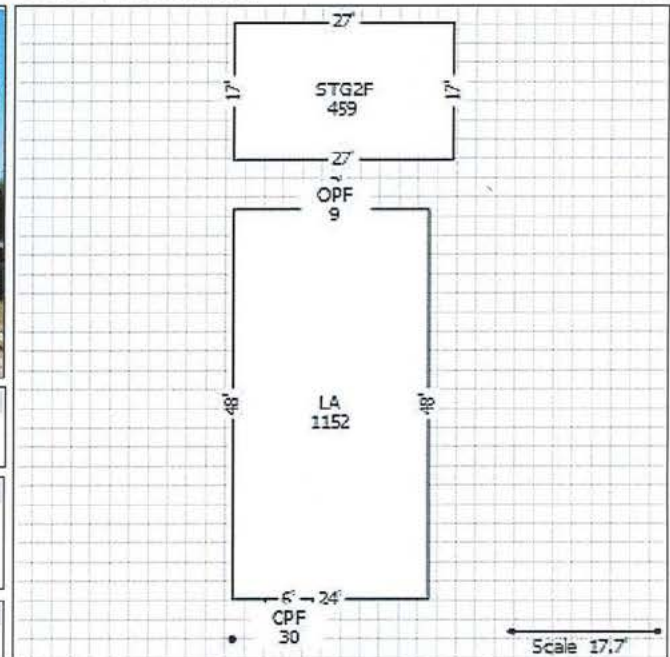
1/1

Ownership	Exemptions/Deed
MINTZ SHEREDA 1311 MADISON BIG SPRING, TX 79720	INST: 2016-00012818 VOL: 1594 PAGE: 676 DATE: 12/30/2016



Appraisal Coding	
Appr By CT	Appr Dt 11/08/21
Check By	Check Dt

Legal Information	
LEGAL: LT 19 BK 8 WRIGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES SITUS: 1311 MADISON ACRES:0.149 ALT:11085 XREF:11085.1	
UNCERTIFIED	



Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
12/30/16		1594	676	2016-00012818	12/30/16	+++++	+++++	MINTZ SHEREDA	WOODARD DOLLY
9/27/06		1024	117	0	9/27/06	+++++	+++++	WOODARD DOLLY	ATKINSON TAMMEYE

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	Feature Code	Cpsf / Value
LA-LIVING AREA	Y	1940/NA	RS3F	1,152	100.92	116,260	0 FA	-75%	0%	0%	0%	100%	0%	-75.0%	29,065	AHC-CEN HT AIR	0
CPF-COVERED PORCH FR	Y	1940/NA	RS3F	30	15.14	454	0 FA	-75%	0%	0%	0%	100%	0%	-74.9%	114	AST-1 STORY	0
STG2F-AVG QUALITY ST	Y	1940/NA	RS3F	459	11.00	5,049	0 FA	-75%	0%	0%	0%	100%	0%	-75.0%	1,262	AUT-ALL	0
OPF-OPEN PORCH / PAT	Y	1940/NA	RS3F	9	6.06	54	0 FA	-75%	0%	0%	0%	100%	0%	-74.1%	14	FET-FRAME	0
				1,650		121,817	0								30,455	GRT-GABLE	0
																IRM-METAL ROOF	0
																SFN-SLAB	0
																18T-1 BATH	0
																	=====
																	0

SQFT MA: 1152 MKT CSF MA: 28.173 CSF IMPR: 26.437 LOC CODE: WEST

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/130.0 DF LOTS	40.0		40.00		0%		Y	2,000	A1						
									2,000							0

Comments

2023	Ptd	Change +/-	Prior	2022	Ptd	Entity / Description	Exemption	Txbl Value	Rate Per \$100	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Coding
Impr Homesite +	30,455	A1	-251	30,706	A1	01H HOWARD COUNTY	0	32,455	.3275450		106.30	EXRME2018	WEST22
Land Homesite +	2,000	A1	0	2,000	A1	02B CITY OF BIG SPRING	0	32,455	.6731630		218.48	HSAPPNOT18	
Total Market =	32,455		-251	32,706		03B BIG SPRING ISD	0	32,455	1.0160000		329.74	HSAPPNOT19	
Assessed =	32,455		-251	32,706		052 HOWARD COLLEGE	0	32,455	.2367770		76.85	HSAPPNOT20	
						** ESTIMATED TOTAL					=====	HSAPPNOT21	
											731.37	HSAPPNOT22	

User PERMITS2 Print Date 1/11/2023 9:25:34 AM

Property ID : R000011085

Geo ID : B6240011100

Quick Link :



STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
1311 MADISON ST CASE NOTES

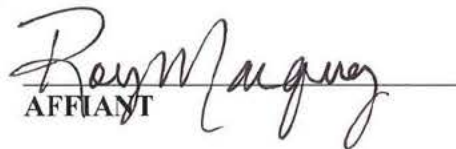
“This record, attached as **Exhibit F-2**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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.

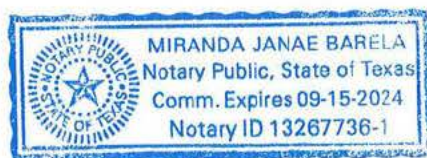
Making this record was a regular practice of that activity.

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 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT F-2

NOTES

Incident Notes:

THERE IS LARGE PILE OF ACCUMULATED ITEMS ON THE SOUTH OF PROPERTY, TRASH, DEBRIS, FURNITURE, MATTRESSES, DEAD TREE BRANCHES, NUMEROUS MISCELLANOUS ITEMS. THERE IS ALSO TRASH SCATTERED ALL OVER PROPERTY. ALL THIS NEEDS TO BE PICKED UP AND PROPERLY DISPOSED AT LANDFILL. IT IS ASKED THAT PROPERTY BE MAINTAINED ON REGULAR BASIS.

Task #: 114179 - INSPECT ACCUMULATED - 1/12/2023

ON 12-28-22 @ 13:46 CODE ENFORCEMENT ROY MARQUEZ INSPECTED PROPERTY FOR ACCUMULATED ITEMS VIOLATION, FOUND TRASH SCATTERED OVER MOST OF PROPERTY, ONE LARGE PILE OF TRASH, DEBRIS, FURNITURE, METAL, WOOD, DEAD TREE BRANCHES, MISCELLANOUS ITEMS ON THE SOUTH FRONT OF PROPERTY. PICTURES WERE TAKEN, LETTER WILL BE SENT.

Task #: 114180 - ACCUMULATED ITEMS - 1/12/2023

Task #: 114367 - REINSP ACCUMLTD ITEM - 1/26/2023

ON 1-25-23 @ 10:59 CODE ENFORCMENT ROY MARQUEZ REINSPECTED PROPERTY FOR ACCUMULATED ITEMS VIOLATION, PROPERTY REMAINS IN SAME CONDITION, SOME ITEMS HAVE SPILED OVER TO NEXT LOT IN THE REAR AND SOME ITEMS IN FRONT HAS EXPANDED IN SIZE. TOOK PICTURES, WILL REFER ABATEMENT COMPLAINT TO COUNCIL ABABATEMENT

Task #: 114368 - COMPLAINT REQUEST - 1/26/2023

Task #: 114369 - ISSUE COMPLAINT - 1/26/2023

Task #: 114370 - COMPLAINT REQUEST - 1/26/2023

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
PHOTOGRAPHS TAKEN BY ROY MARQUEZ**

“With regard to the photographs in **Exhibits F-3, and F-4**, I am familiar with and recognize the scene depicted in the photographs. On December 28, 2022, and January 25, 2023, I inspected the property described as:

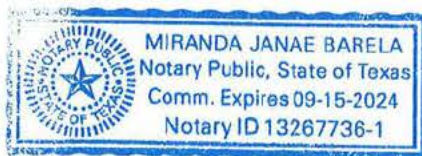
**LT 19 BK 8 WRIGHTS AIRPORT (50X130) 632 ACQ 12302016
BLK/TRACT 8 0.149 ACRES** of Big Spring, Howard County, Texas, also
known as **1311 MADISON STREET**, Big Spring, Texas

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

SIGNED on the 20TH day of March 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT F-3







12/28/2022 13:46







EXHIBIT F-4

REINSPECTION PICTURES 1-25-23









REINSPECTION PICTURES 1-25-23



STATE OF TEXAS

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COUNTY OF HOWARD

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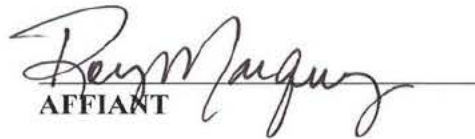
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**CERTIFICATION
NOTICE SENT BY ROY MARQUEZ**

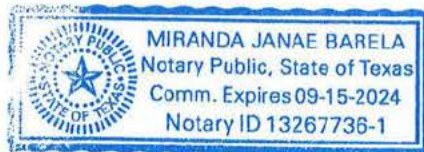
“The document in **Exhibit F-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT F-5



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1311 MADISON ST

**LT 19 BK 8 WRIGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149
ACRES**

January 12, 2023

Case No: 72063

SHEREDA MINTZ
1311 MADISON ST
BIG SPRING TX 79720-3815

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 LARGE PILE OF ACCUMULATED ITEMS ON
THE SOUTH OF PROPERTY, TRASH, DEBRIS,
FURNITURE, MATTRESSES, DEAD TREE BRANCHES,
NUMEROUS MISCELLANEOUS ITEMS. THERE IS ALSO
TRASH SCATTERED ALL OVER PROPERTY. ALL THIS
NEEDS TO BE PICKED UP AND PROPERLY DISPOSED
AT LANDFILL. IT IS ASKED THAT PROPERTY BE
MAINTAINED ON REGULAR BASIS.**

Seven (7) days from
date of mailing

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

Issued by

Roy Marquez

Name

432.264.2507

Phone

Code Compliance

Department

rmarquez@mybigspring.com

E-mail

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY



Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

1311 MADISON, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 19 BK 8 WRIGHTS AIRPORT
(50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES

March 13, 2023

SHEREDA MINTZ
1311 MADISON
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. 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.
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 front door is boarded up and unsafe. Front door will need to be repaired to working order or replaced. The premises is littered with trash, debris, furniture, mattresses, dead tree branches, trash is scattered all over property, furniture, metal, wood 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

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 **March 28, 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.

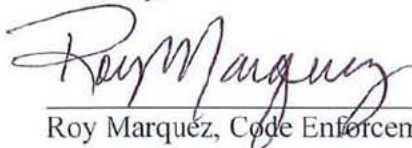
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, 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,

A handwritten signature in black ink, appearing to read "Roy Marquez", is written over a horizontal line.

Roy Marquez, Code Enforcement
City of Big Spring, Texas

EXHIBIT F-6

Tracking Number:

Remove X

9489009000276421778753

Copy

Schedule a Redelivery (<https://tools.usps.com/redelivery.htm>)

Latest Update

This is a reminder to arrange for redelivery of your item before March 30, 2023 or your item will be returned on March 31, 2023. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivery Attempt: Action Needed

Reminder to Schedule Redelivery of your item before March 30, 2023

March 21, 2023

Notice Left (No Authorized Recipient Available)

BIG SPRING, TX 79720

March 16, 2023, 10:27 am

See All Tracking History

Text & Email Updates



Schedule Redelivery



Return Receipt Electronic



STATE OF TEXAS

§
§
§

COUNTY OF HOWARD

**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

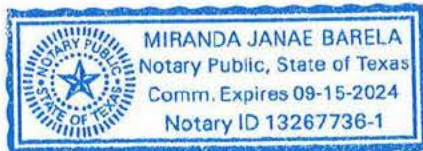
“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for **March 28, 2023**, attached as **Exhibit F-7**, was posted on or near the front door of each dwelling unit listed in the attached notice on March 13, 2023.

This notice was also published in the Big Spring Herald on March 14, 2023.”

SIGNED on the 20TH day of March, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20TH day of March, 2023 by the above referenced Affiant.




Notary Public, State of Texas

EXHIBIT F-7



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCES

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 28TH, 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:

813 W 8 TH ST, BIG SPRING, TEXAS 79720 – LT 2, BK 7 CEDAR CREST IRR 1139 0.2 ACRES ACQ 08262020 – OWNER: LUIS LLAMAS SOLIS

1910 SCURRY ST, BIG SPRING, TEXAS 79720 – LT 6, BK 19, COLLEGE HEIGHTS 50X140 934 ACQ 111299 BLK/TRACT 19 0.161 ACRES – OWNER: JERRY T WALTON, JUANITA H WALTON

1207 LAMAR, BIG SPRING, TEXAS 79720 - LT 19, BK 10, MONTICELLO 60X125 298 ACQ 032309 BLK/TRACT 10 0.172 ACRES – OWNER: JULIA JOHNSTON

1806 SETTLES, BIG SPRING, TEXAS 79720 – S/47.5' LT 7, BK 3, (100X125.5) 1147 0.28 ACRES – OWNER: ELVIS PAYNE, ATTN: YVONNE KAY QUALLS

408 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 5-6, BK F EARLES, 5100X130 0.298 ACRES 2012 COMBINED ACCT B3810004100 626 627ACQ 021810 BLK/TRACT F 0.298 ACRES – OWNER: ANDREA M MARSCH

1105 N SCURRY ST, BIG SPRING, TEXAS 79720 – N/50 SE/ OF BK 44 BAUER 50X140 059 0.161 ACRES – OWNER: JOE DIAZ & WIFE ROSARIO DIAZ; TENANT AMANDA GAIL EGGLESTON, 605 N SCURRY ST

1411 SETTLES, BIG SPRING, TEXAS 79720 – LT 6, BK 1, SUNSET PLACE ANNEX 49X140 546 ACQ 012809 BLK/TRACT 1 0.145 ACRES– OWNER: JOHNNY LEE PUGA, 1411 SETTLES

1513 E 17 TH ST, BIG SPRING, TEXAS 79720 – E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT 4 0.172 ACRES – OWNER: CHRISTINE BAKER, 1513 E 17 TH ST

510 YOUNG, BIG SPRING, TEXAS 79720 – LT 6, BK 6, PORTER 50X140 362 0.161 ACRES ACQ 121818 – OWNER: ROLLO AND CYNTHIA GURSS IRREVOCABLE GRANDCHILDREN'S TRUST

406 1/2 DOUGLAS, BIG SPRING, TEXAS 79720 – LT 4, BK F, EARLES 50X130 625 ACQ 110411 BLK/TRACT F 0.149 ACRES – OWNER: MARGIE ARSIAGA GARCIA

811 W 8 TH ST, BIG SPRING, TEXAS 79720 – LESS 65X40 OF LT 1, BK 7, CEDAR CREST IRR 1137 ACQ 04222016 0.152 ACRES – OWNER: RAUL J MARQUEZ

715 ANNA, BIG SPRING, TEXAS 79720 – LT 8, BK 12, SETTLES HEIGHTS 56X140 145 ACQ 01102014 BLK/TRACT 12 0.18 ACRES – OWNER: ROSA RODRIGUEZ

108 LOCKHART, BIG SPRING, TEXAS 79720 – LT 2, BK 6, LAKEVIEW 50X140 350 0.161 ACRES ACQ 06132022– OWNER: TIMOTHY EDWARD WILSON

1311 MADISON, BIG SPRING, TEXAS 79720 – LT 19, BK 8, WRITGHTS AIRPORT (50X130) 632 ACQ 12302016 BLK/TRACT 8 0.149 ACRES– OWNER: SHEREDA MINTZ

1510 WOOD, BIG SPRING, TEXAS 79720 – LT 14, BK 1A, BELVUE 70X125 1304 ACQ 021222021 BLK/TRACT 1-A 0.201 ACRES– OWNER: JEFREY WISER

1514 WOOD, BIG SPRING, TEXAS 79720 – LT 12, BK 1A, BELVUE 70X125 1302 ACQ 021222021 0.201 ACRES – OWNER: JEFREY WISER

1513 WOOD, BIG SPRING, TEXAS 79720 – LT 7, BK 2A, BELVUE 50X125 1274 ACQ 021222021 0.143 ACRES – OWNER: JEFREY WISER

1109 E 4TH ST, BIG SPRING, TEXAS 79720 – LT 11, BK 19, BOYDSTUN 50X140 154 ACQ 040902 0.161 ACRES – OWNER: JOSEPH A DEERING AND DOROTHY L. DEERING

1607 E 3RD ST, BIG SPRING, TEXAS 79720 – Acres 1.960, SC 44 BK 32 1N 049 BLK/TRACT 32 1N 1.96 ACRES ACQ 11262019 – OWNER: CASEY'S CAMPERS, LLC

0 BIRDWELL LANE, BIG SPRING, TEXAS 79720 – SC 44 BK 32 1N 593 BLK/TRACT 32 1N 4.76 ACRES ACQ 07022014– OWNER: BIG SPRING MULTI-FAMILY #1 LP

1309 GRAFA STREET, BIG SPRING, TEXAS 79720 – LT 17 BK 15 MONTICELLO 60X125 212 ACQ 010402 BLK/TRACT 15 0.172 ACRES – OWNER: JUDY AND DAVID SAUSMAN

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 LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING


Nick Reyna, Building Official

**CODE ENFORCEMENT
COMPLAINT REQUEST FORM**

Violation: Accumulated Items

Violation Reference: AI #72063 Violation Date: 1-25-23

Address of Violation: 1311 Madison

DEFENDANT INFORMATION

☐

Owner

☐

Occupant

Name: Shereda Mintz

Address: 1311 Madison City: Big Spring

State: TX Zip: 79720 Phone: _____

IDENTIFIERS:

Date of Birth: 5-20-1994 ☐ No identifiers found

Driver's License No. 007755476 TX

Social Security No. _____

The following records were used to provide/check for this information:

☐ Water Account

☒ Municipal Court

☐ By Defendant/Other: _____

COMPLAINT REQUEST CHECKLIST: (check all that apply, a violation requiring written notice must include all documents)

☒ SIGNED Notice of Violation

☒ Tax Card;

☒ Before Photos;

☒ After Photos; and

☒ Case Notes

Ray M. [Signature]
Code Official, City of Big Spring

1-26-23
Date



COMMUNITY SERVICES MEMO

Date: 03/28/23
To: Todd Darden, City Manager
From: Hayley Lewis, Community Services Director
Subject: Seasonal Jobs Open

Seasonal jobs with the City of Big Spring are now currently open:

- Aquatic Center Assistant Manager (2)
- Aquatic Center Part-Time Senior Attendant (1)
- Aquatic Center Part-Time Attendant (14)
- Sports Complex Seasonal Maintenance Worker (2)
- Parks and Recreation Seasonal Maintenance Worker (2)
- Golf Course Season Maintenance Worker (2)

Interested individuals can apply online at mybigspring.com

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

The City Council of the City of Big Spring, Texas, met in a REGULAR AGENDA in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, March 14, 2023, with the following members present in person:

COUNCIL MEMBER TROY TOMPKINS
COUNCIL MEMBER DIANE YANEZ
MAYOR PRO TEM NICK ORNELAS
COUNCIL MEMBER CODY HUGHES
MAYOR ROBERT MOORE
COUNCIL MEMBER GLORIA MCDONALD
COUNCIL MEMBER MAURY SMITH

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

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

Open Session

Call to Order

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

Invocation

Glenn Farris, Crossroads Baptist Association, gave the invocation.

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

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

Public Comment

Public Comment

Ms. Devvy Kidd asked the Council to review the possibility of creating an ordinance mandating citizens/pet owners to spay or neuter their pets.

Announcements, Presentations and Public Hearings

Public Hearing - Concerning Amendments to the Big Spring City Zoning Ordinance to Authorize the Public Works Director to Issue Permits for Carport Construction in the Front Yard Portion of a Lot Outside of the Required Front Yard Setback and Meeting Certain Conditions Without the Approval of the Zoning Board of Adjustments

MOTION WAS MADE BY Council Member Yanez to open the above captioned public hearing, seconded by Council Member Hughes.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith**

NAYS: None

MOTION PASSED

No comments were made at this time.

MOTION WAS MADE BY Council Member Yanez to close the above captioned public hearing, seconded by Council Member McDonald.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith**

NAYS: None

MOTION PASSED

City Manager's Report

City Manager's report on the following items:

- Update on Large Item Pickup, District 2 - Feb. 15, 2023
- Large Item Pickup, District 3 - March 15, 2023
- Update on Card Board Recycling Project
- Update on Street Lights on MLK Blvd.
- Recognize the Following Employees for Receiving an Operator B License:
Chad Tidwell - Water Treatment Manager; **Johnny Fisher** - Water Treatment

Supervisor; and **Stetson Word** - Wastewater Supervisor

- Interim Fire Chief
- Boards and Committees Contact Information - See Attached
- Condolences to Paschal Odom Family

Todd Darden, City Manager, reported on the above captioned items as follows: Large Item Pickup for District 2 picked up 5 tons of trash and the Large Item Pickup for District 3 will be on March 15, 2023; The update on the Recycling Project is that we are still waiting on the bailer and will hopefully receive it by mid April; The street lights on MLK Blvd are all put up except for 3 lights; Mr. Darden congratulated Chad Tidwell, Johnny Fisher and Stetson Word for receiving their Operator B License for Water and Wastewater Treatment; Announced that Jay Holt will be acting as Interim Fire Chief; Handed out some Board and Committee papers that the staff would like for the Council to fill out when they have a nominee; and also gave condolences to several families.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of February 14, 2023, Special Meeting of February 23, 2023 and the Regular Meeting at the Special Joint Leadership Summit of February 28, 2023.

Acknowledge Receipt of the Big Spring Economic Development Board Minutes of the Regular Meeting of January 17, 2023.

Final Reading of an Ordinance Amending Ordinance Number 038-2022 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the Airpark Fund Budget for the Purpose of Adding the Debt Service Funds Back in the Budget; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date

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

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez,	7
Council Member Hughes, Council Member McDonald, Council Member	0
Tompkins, Council Member Smith	

NAYS: None

MOTION PASSED

Final 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

MOTION WAS MADE BY Mayor Pro Tem Ornelas to table the above captioned resolution, seconded by Council Member Tompkins.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith**

NAYS: None

MOTION PASSED

Vouchers

Vouchers for 02/17/23 \$ 738,677.20
Vouchers for 02/23/23 \$ 395,813.32
Manual Ck. \$ 599,973.21

Council Member Yanez reviewed the above captioned vouchers.

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

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith**

NAYS: None

MOTION PASSED

Vouchers for 03/03/23 \$ 349,856.65
Vouchers for 03/09/23 \$ 1,278,961.96
Drafts \$ 62,991.99

Council Member Hughes reviewed the above captioned vouchers.

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

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith**

NAYS: None

MOTION PASSED

Bids

Consideration and Possible Action on Awarding the Sale of Tax Properties by Texas Communities Group as Follows:

Parcel R000005589, 511 Galveston St. to Cinthia Quezada & Fortino Quezada in the amount of \$1,150.00

Parcel R000046922, 502 N. Goliad to Isaro Group, LLC in the Amount of \$1,000.00

MOTION WAS MADE BY Mayor Moore to approve the sale of the above captioned properties for the amounts stated above.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith**

NAYS: None

MOTION PASSED

Consideration and Possible Action on Awarding a Bid for a Splash Pad to be Constructed at Bert Andries Park and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Mayor Pro Tem Ornelas to award the above captioned bid to Oasis Waterplaygrounds in the amount of \$125,000.00, seconded by Council Member Yanez.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith**

NAYS: None

MOTION PASSED

Consideration and Possible Action on Awarding a Bid for 156-Stackable Lounge Chairs for the Russ McEwen Family Aquatic Center and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member McDonald to award the above captioned bid to Central Restaurant Products in the amount of \$24,020.00, seconded by Council Member Yanez.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith**

NAYS: None

MOTION PASSED

Consideration and Possible Action on Awarding a Bid for a Forklift for the Sanitation Department and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Hughes to award the above captioned bid to V-Bar Equipment in the amount of \$35,150.00, seconded by Council Member Smith.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith**

NAYS: None

MOTION PASSED

Consideration and Possible Action on Awarding a Bid for a 25-Foot Lowboy Trailer for the Wastewater Treatment Plant and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Smith to award the above captioned bid to Texas Pride Trailer in the amount of \$9,147.50, seconded by Council Member Hughes.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith**

NAYS: None

MOTION PASSED

Consideration and Possible Action on Awarding a Bid for a 16-Foot Trash Trailer for the Code Enforcement Department and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Mayor Pro Tem Ornelas to award the above captioned bid to Cashway Trailer Sales, LLC in the amount of \$5,096.75, seconded by Council Member Yanez.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith**

NAYS: None

MOTION PASSED

Consideration and Possible Action to Accept a Bid Award for the 2023 Seal Coat Project and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member McDonald to award the above captioned bid to Ronald R. Wagner & Co., LP in the total amount of \$508,688.77, seconded by Council Member Yanez.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith**

NAYS: None

MOTION PASSED

New Business

Consideration and Possible Action to Accept a Donation from Star Dodge/Ford and the Broughton Foundation for a Splash Pad at Bert Andries Park

MOTION WAS MADE BY Council Member Yanez to accept the above captioned donations, seconded by Mayor Pro Tem Ornelas.

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

**Council Member Hughes, Council Member McDonald, Council Member
Tompkins, Council Member Smith** **0**
NAYS: None

MOTION PASSED

First Reading of a Resolution Declaring the Unopposed Candidates in the May 6, 2023 General Election for City Council Member, District 1 and for City Council Member, District 3 to Office; Canceling the General Election for City Council Position for City Council Member, District 1 and for City Council Member, District 3; and Providing an Effective Date

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

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, **7**
Council Member Hughes, Council Member McDonald, Council Member **0**
Tompkins, Council Member Smith
NAYS: None

MOTION PASSED

First Reading of a Resolution Joining with the State of Texas and Political Subdivisions of the State as a Party in the Texas Opioid Settlement Agreements Secured by the Office of the Attorney General Between the State of Texas and Allergan, CVS, Walgreens, and Walmart; Authorizing the City Manager to Execute Settlement Participation Forms; and Establishing an Effective Date

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

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, **7**
Council Member Hughes, Council Member McDonald, Council Member **0**
Tompkins, Council Member Smith
NAYS: None

MOTION PASSED

First Reading of an Ordinance Amending the Big Spring Zoning Ordinance, Article 4 Entitled "Development Standards," Section 4-6 "Area Regulations For Accessory Buildings And Structures In Residential Districts," Subsection (E) To Revise Whom The Application Process Will Be Directed To; Providing For Severability; Providing For Publication; And Providing An Effective Date

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

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, **7**
Council Member Hughes, Council Member McDonald, Council Member **0**
Tompkins, Council Member Smith
NAYS: None

MOTION PASSED

First Reading of an Ordinance Amending Chapter 46 of the Big Spring City Code of Ordinances Entitled "Streets, Sidewalks, and Other Places", Article V Entitled "Street Names and Building Numbers", Division 2 Entitled "Renaming Streets", Section 46-235 Entitled "Purpose; Application and Review of Name Change; Criteria for Street Names"; to Not Require a Hearing Before the Traffic Commission; and to Require a Hearing Before the Planning and Zoning Commission; Providing for Severability; and Providing an Effective Date

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

YEAS: None

0

NAYS: None

0

MOTION

MOTION WAS MADE BY Council Member Tompkins to amend the above captioned ordinance by changing subsection (c) from "all property owners as ownership appears on the ad valorem tax rolls" to be "the owners of land whose physical address is located on the street for which a name change is proposed", seconded by Council Member Gloria McDonald.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith

7

0

NAYS:0

MOTION PASSED

MOTION WAS MADE BY Council Member Tompkins for a second amendment to clarify the language of the above captioned ordinance Section 46-235 pursuant to the written amendment, seconded by Council Member Gloria McDonald.

YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith

6

1

NAYS: Mayor Pro Tem Ornelas

MOTION PASSED

FINAL MOTION WAS MADE BY Council Member Tompkins to approve the above captioned amended ordinance, seconded by Council Member Hughes.

YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith

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NAYS: Mayor Pro Tem Ornelas

MOTION PASSED

Amendment with Clarifying Language

First Reading of an Ordinance of the City of Big Spring Adopting the 2021 Edition of the International Fire Code, Regulating and Governing the Safeguarding of Life and Property from Fire and Explosion Hazards Arising from the Storage, Handling and Use of Hazardous Substances, Materials and Devices, and from Conditions Hazardous to Life or Property in the Occupancy of Buildings and Premises in the City of Big Spring, Texas; Providing for the Issuance of Permits and Collection of Fees Therefor; Repealing Section 24-1 of the Big Spring City Code and All Other Ordinances or Parts of Laws in Conflict Therewith

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

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith**

NAYS: None

MOTION PASSED

First Reading of an Ordinance of the City Council Amending Chapter 2 of the Code of Ordinances Entitled "Administration," Article III, Entitled "Officers and Employees," Section 2-57 Entitled "Adoption of Civil Service for Firefighters and Civil Service Positions," Subsection (c) by Reducing by Attrition Only Firefighters; Providing for Severability; and Providing an Effective Date

Staff recommendation was to postpone this item and discuss this at a special worksession. Council agreed.

First Reading of an Ordinance Amending Ordinance Number 038-2022 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the General Fund Budget for the Purpose of the 2022-23 Sealcoat Project; Providing for Severability; Providing for Publication; and Providing an Effective Date

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

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith**

NAYS: None

MOTION PASSED

First Reading of an Ordinance Amending Ordinance Number 038-2022 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the General Fund Budget for the Purpose of Purchasing a Forklift for the Cardboard Recycling Program;

Providing for Severability; Providing for Publication; and Providing an Effective Date

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

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith

NAYS: None

MOTION PASSED

First Reading an Ordinance Amending Ordinance Number 038-2022 Which Adopted the Annual Operating Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023, Increasing the Operating Account for the Airpark Master Plan Project by Transferring from a Capital Account to Operating Funds for the Purpose of Funding the Master Plan Effort in its Entirety; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date

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

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith

NAYS: None

MOTION PASSED

First Reading of an Ordinance to Rename the Structural Standards Ordinance by Renaming it the Structural Standards and Nuisance Abatement Ordinance, and to Amend the Ordinance by Dividing it into Three Subchapters, Subchapter A being Applicable to Each Type of Abatement Procedure, Subchapter B being Applicable to Sanitation and Exterior Premises Rules and Orders Abatement Procedures, and Subchapter C for the Abatement of Atructures Falling below Minimum Standards, Adopting Other Changes to the Ordinance, Providing for Severability, and Providing an Effective Date

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

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith

NAYS: None

MOTION PASSED

Consideration and Possible Action to approve an Agreement for Engineering Services with Jacob Martin, 2023 Crack Seal Project and Authorizing the City Manager or His Designee to Execute any Necessary Documents

Consideration and Possible Action to approve an Agreement for Engineering Services with Jacob Martin, 2023 Seal Coat Project and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Yanez to approve the above captioned two agreements for 2023 Crack Seal and Seal Coat with Jacob Martin, seconded by Council Member Smith.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith**

NAYS: None

MOTION PASSED

Consideration and Possible Action to Authorize the City Attorney to Negotiate the Contract with Oasis Waterplaygrounds Inc for the Splash Pad at Bert Andries Park and Authorizing the City Manager to have Final Approval for the City of Big Spring for such Contract and to Execute any Necessary Documents.

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

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith**

NAYS: None

MOTION PASSED

Consideration and Possible Consideration for an Agreement with YMCA for Lifeguard Services at the Aquatic Center, 2023 season and authorize the City Manager to execute the necessary documents

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

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith**

NAYS: None

MOTION PASSED

Boards & Committees

McMahon/Wrinkle Aviation Advisory Board

Joseph Harrison - Nominated by Council Member McDonald (Dist. 4)
(Replacing Jim Little - No Longer Wanting to Serve)

MOTION WAS MADE BY Council Member Hughes to appoint Joseph Harrison to

the McMahon/Wrinkle Aviation Advisory Board, seconded by Council Member McDonald.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith

**7
0**

NAYS: None

MOTION PASSED

Council Input

Input

Council Member Smith reminded everyone not to litter;
Council Member Tompkins asked if Wasson Rd was included in the master plan to redo this street and also connect the city park with the state park; and also concerned with the amount of traffic and speed on Baylor Street;
Mayor asked the Council to work on board appointments and confirmed with Council on a having a worksession on March 20th at 12:00 p.m.;
Council Member McDonald, Hughes, Ornelas and Yanez all thanked staff;
Mayor Pro Tem Ornelas also asked the staff to follow up on purple heart signs for the parking lots

Executive Session

Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.071, Texas Government Code, "Consultation with Attorney; Closed Meeting," and the Texas Disciplinary Rules of Professional Conduct, to Provide Legal Advice and Counsel with Respect to Litigation. City of Big Spring, Texas v. Fabian Scott Butler (11-21-00026-CV).

Mayor Moore adjourned the Council into the above captioned executive session at 7:24 p.m.

RECONVENE into Open Session and Take any Necessary Action on Executive Session Items

Mayor Moore reconvened into open session at 7:51 p.m.

No action was taken regarding the above captioned executive session.

ADJOURN

Mayor Moore adjourned the City Council meeting at 7:52 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

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

The City Council of the City of Big Spring, Texas, met in a Special Meeting in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 12:00 PM, March 20, 2023, with the following members present in person:

COUNCIL MEMBER GLORIA MCDONALD
COUNCIL MEMBER TROY TOMPKINS
COUNCIL MEMBER MAURY SMITH
COUNCIL MEMBER CODY HUGHES
MAYOR ROBERT MOORE
MAYOR PRO TEM NICK ORNELAS
COUNCIL MEMBER DIANE YANEZ

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

TODD DARDEN	City Manager
JOHN MEDINA	Assistant City Manager
ANDREW HAGEN	City Attorney
CRAIG FERGUSON	Fire Chief
JAY HOLT	Deputy Fire Chief
MIKE FEELEY	Airpark Director
SANDY SMITH	Finance Director

Open Session

Call to Order

Mayor Moore called the Special Council Meeting to order at 12:00 p.m.

Consent Items

Final Reading an Ordinance Amending Ordinance Number 038-2022 Which Adopted the Annual Operating Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023, Increasing the Operating Account for the Airpark Master Plan Project by Transferring from a Capital Account to Operating Funds for the Purpose of Funding the Master Plan Effort in its Entirety; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date

MOTION WAS MADE BY Council Member Yanez to approve the second and final

reading of the above captioned ordinance, seconded by Council Member Hughes.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7**
0

NAYS: None

MOTION PASSED

New Business

Discussion and Possible Action Regarding the Real Estate Purchase Agreement for 1801 West I-20 and the Economic Development Incentive Agreement with 3-D Development, LLC

Mayor Moore briefly reviewed the Real Estate Purchase Agreement for 1801 West I-20. No action was taken.

Discussion and Possible Action Regarding the Expiration of the SAFER Grant, and the Number of Civil Service Positions for Firefighters and the Big Spring Fire Department

Mayor Moore opened a discussion regarding the expiration of the SAFER Grant and the number of civil service positions for Firefighters. Staff members, fire department employees and the council discussed several pros and cons of the SAFER Grant. After a lengthy discussion, no action was taken.

First Reading of an Ordinance of the City Council Amending Chapter 2 of the Code of Ordinances Entitled "Administration," Article III, Entitled "Officers and Employees," Section 2-57 Entitled "Adoption of Civil Service for Firefighters and Civil Service Positions," Subsection (c) by Reducing by Attrition Only Firefighters; Providing for Severability; and Providing an Effective Date

MOTION WAS MADE BY Mayor Moore to approve the above captioned ordinance, seconded by Council Member McDonald. After a brief discussion, Council agreed that this item needed a little more time for consideration. Mayor Moore and Council Member McDonald withdrew their motions. No action was taken at this time.

YEAS: None **0**
NAYS: None **0**

MOTION

Council Input

Mayor Moore adjourned the Special Council Meeting at 1:45 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, February 21, 2023, 5:15 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:18 p.m. Tuesday, February 21, 2023, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on February 17, 2023, to all Directors, the news media, and duly posted on February 17, 2023, by Teresa Morris in compliance with the Open Meetings Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the inside and outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday February 21, 2023, at 5:15p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is: Welcome New Board Member Anna Scott, Public Comment, Consideration/Action to Approve the 2021-2022 Annual Audit, Action on Minutes of the January 17, 2023, Regular Meeting, Consideration/Action to Approve December and January Investment Report and Financials and Payment Process for Credit Card, Directors Report, Executive Session, Action as a Result of Executive Session, Board Comment, and Adjourn".

Directors Present:

Mr. Raul Benavides- President
Mrs. Kristy Tyra- Secretary/Treasurer
Ms. Anna Scott

Directors Absent:

Mr. Cody Williams-Vice President

Staff Present:

Mr. Mark Willis, Ms. Teresa Morris

Guests that signed in: John Scott, Cynthia Scott, Diane Yanez, Nick Ornelas, Cody Hughes, David Scott, Ryan Wilson, Larry Welch, Adam Hartman

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

Mr. Benavides called the meeting to order at 5:18 p.m. Mr. Benavides led the invocation and pledge. Mr. Willis honored the life of Mr. Paschal Odom by saying a few words and conducting a moment of silence in remembrance. Due to the passing of Mr. Odom, he will be removed from the signature card.

ACTION ITEM #2- Welcome New Board Member Anna Scott:

Mr. Benavides welcomed Ms. Scott to the Board.

AGENDA ITEM #3- Public Comment:

None

AGENDA ITEM #4- Consideration/Action to Approve the 2021-2022 Annual Audit:

Mr. Copeland presented the Audit. Motion to approve the 2021-2022 Annual Audit was made by Mrs. Tyra seconded by Ms. Scott. The motion passed 3 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #5- Action on Minutes of the January 17, 2023, Regular Meeting:

Mr. Benavides presented the Minutes. The motion to accept the Minutes was made by Mrs. Tyra seconded by Ms. Scott. The motion passed 3 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM# 6- Consideration/Action to Approve December and January Investment Report and Financials and Payment Process for Credit Card:

Mrs. Tyra presented the Investment Reports and Financials and Payment Process for Credit Card. Motion to approve the Investment Reports, Financials was made by Mrs. Tyra seconded by Ms. Scott. The motion passed 3 to 0 with all members present voting "aye" in favor of the motion. Motion to approve bank draft

payment of credit card was made by Mrs. Tyra seconded by Ms. Scott. The motion passed 3 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #7- Directors Report:

A federal manager for the \$3.2 million EDA grant has been assigned, a preliminary meeting with him was positive and the project seems to be on track. The Director continues to work with the Ryan group after getting direction from the City Council. The demolition of the former Ramada Inn/Prison is expected to begin in March or April and County participation in the associated incentive package associated with the redevelopment of the property will be considered shortly. The restaurant prospect the EDC and City has accepted the 380 Agreement and is expected to close on the property shortly. The EDC Associate Director, in partnership with the Chamber and Howard College, did a remarkable job in planning and making Howard County Day at the Legislature an impressive success. The EDC is still waiting for the large County industrial prospect (313 Agreement in place with Big Spring ISD) regarding potential agreements with the County and Howard College. There are several new solar farms, battery storage and crypto mining data center project exploring Howard County locations. EDC staff has continued to coordinate with local partners to coordinate the 2023 Howard County Summit on February 28th.

Meetings: EDC staff attended, and the Associate Director coordinated Howard County Day at the Capital. The EDC Director attended the Red River ICSC regional retail conference in Dallas with the High Ground group. The EDC Director participated in two monthly radio interviews, three City staff meetings, two City Council meetings and the monthly County leadership meeting. The EDC Director met with the new County Commissioner Court members in a workshop to discuss various projects. The next Board meeting will be March 21st.

AGENDA ITEM #8- Executive Session in accordance with Texas Government Code, Section 551.087 to discuss or deliberate regarding prospect activity:

Mr. Benavides adjourned the Board into Executive Session at 5:46 pm., February 21, 2023. Mr. Benavides called the Executive Session to order at 5:46 pm., February 21, 2023. Mr. Benavides adjourned out of executive session at 6:27 pm., February 21, 2023. Mr. Benavides reconvened into open session at 6:28 pm., February 21, 2023.

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

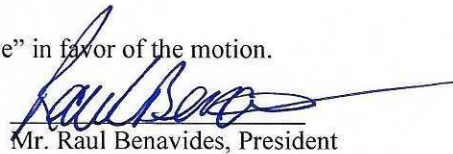
Motion to Authorize the Executive Director to Negotiate Real Estate Terms was made by Mrs. Tyra seconded by Ms. Scott. The motion passed 3 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #10- Board Comments:

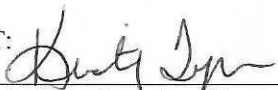
Ms. Scott is looking forward to serving on the Board and Mr. Benavides and Mrs. Tyra welcomed Ms. Scott.

AGENDA ITEM #11- Adjourn:

Ms. Scott made a motion to adjourn, seconded by Mrs. Tyra
The motion passed 3 to 0 with all members present voting "aye" in favor of the motion.
The meeting adjourned at 6:29 pm on February 21, 2023.


Mr. Raul Benavides, President

ATTEST:


Mrs. Kristy Tyra, Secretary/Treasurer

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, DECLARING THE UNOPPOSED CANDIDATES IN THE MAY 6, 2023 GENERAL ELECTION FOR CITY COUNCIL MEMBER, DISTRICT 1 AND FOR CITY COUNCIL MEMBER, DISTRICT 3 AS ELECTED TO OFFICE; CANCELING THE GENERAL ELECTION FOR CITY COUNCIL POSITION FOR CITY COUNCIL MEMBER, DISTRICT 1 AND FOR CITY COUNCIL MEMBER, DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the general election was called for May 6, 2023, for the purpose of electing City Council Members for Districts 1 and 3; and

WHEREAS, the City Secretary has provided certification (Exhibit A) to the Mayor and City Council Members that City Council Positions for Districts 1 and 3 are unopposed for election to office;

WHEREAS, no candidate's name has been placed on the list of write-in candidates for these offices under applicable law; and

WHEREAS, pursuant to the provisions of Section 2.051 of the Texas Election Code, the governing body of the City of Big Spring, Texas, may by resolution declare an unopposed candidate elected to office;

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

SECTION 1. City Council accepts the Certification of Unopposed Candidates in Exhibit A.

SECTION 2. City Council authorizes the Mayor to sign the order of cancellation in Exhibit B.

SECTION 3. The following candidates, who are unopposed in the May 6, 2023 general election, are declared elected to office, and shall be issued certificates of election in the same manner as provided for a candidate elected at an election.

City Council District 1	Nick Hilario Ornelas
City Council District 3	Cody Hughes

SECTION 4. A copy of the signed order from Exhibit B will be posted on Election Day at each polling place that would have been used in the election.

SECTION 5 This resolution shall take effect upon its final passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Council of the City of Big Spring on the 14th day of March, 2023, with all members present voting “aye” for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council of the City of Big Spring on the 28th day of March, 2023, with all members present voting “aye” for passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

Exhibit A
Anexo A

CERTIFICATION OF UNOPPOSED CANDIDATES
CERTIFICACIÓN DE CANDIDATOS ÚNICOS

To: Mayor
Al: Alcalde

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 6, 2023

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 6 de mayo de 2023

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) Cargo(s)	Candidate(s) Candidato(s)
City Council Member, District 1	Nick Hilario Ornelas
City Council Member, District 3	Cody Hughes

Tami L. Davis
Signature (Firma)

Tami L. Davis
Printed name (Nombre en letra de molde)

City Secretary (Secretario de la ciudad)

3-9-2023
Date of signing (Fecha de firma)

(Seal) (sello)



Exhibit B
Anexo B

ORDER OF CANCELLATION
EJEMPLO DE ORDEN DE CANCELACIÓN

The City Council of Big Spring hereby cancels the election scheduled to be held on May 6, 2023, in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

El Consejo Municipal de Big Spring por la presente cancela la elección que, de lo contrario, se hubiera celebrado el 6 de mayo de 2023 de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado a continuación:

Candidate (<i>Candidato</i>)	Office Sought (<i>Cargo al que presenta candidatura</i>)
City Council Member, District 1	Nick Hilario Ornelas
City Council Member, District 3	Cody Hughes

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

Mayor (*Alcalde*)

City Secretary (*Secretario de la ciudad*)

(seal) (*sello*)

Date of adoption (*Fecha de adopción*)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF BIG SPRING, TEXAS
JOINING WITH THE STATE OF TEXAS AND POLITICAL
SUBDIVISIONS OF THE STATE AS A PARTY IN THE
TEXAS OPIOID SETTLEMENT AGREEMENTS SECURED
BY THE OFFICE OF THE ATTORNEY GENERAL
BETWEEN THE STATE OF TEXAS AND ALLERGAN,
CVS, WALGREENS, AND WALMART; AUTHORIZING
THE CITY MANAGER TO EXECUTE SETTLEMENT
PARTICIPATION FORMS; AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, the City of Big Spring, Texas is a Home Rule Municipality formed and organized pursuant to the constitution and laws of the State of Texas; and

WHEREAS, the people of the State of Texas and its communities, including Big Spring, have been harmed through the national and statewide epidemic caused by the sale, use and distribution of opioids within the State of Texas; and

WHEREAS, the City has been provided information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, “Defendants”) have engaged in fraudulent and reckless marketing as well as fraudulent distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions conduct and misconduct have resulted in the death of many Texans and has resulted in the devastation of families and communities across the State, the loss being felt by friends as well; and

WHEREAS, local governments have been on the front lines of the opioid crisis, which has resulted in significant financial costs to them related to the expenditures and continuing costs for healthcare services, social services, law enforcement and the criminal justice systems; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas.

WHEREAS, on September 28, 2021, the City Council adopted Resolution 025-2021 adopting The Texas Term Sheet and the intrastate allocation schedule; and

WHEREAS, the State of Texas has now settled with Allergan, CVS, Walgreens and Walmart and has advised the City of Big Spring that it is in the best interest of the City to participate in the State wide settlement with the afore stated distributors; and

WHEREAS, the proposed Settlements require Allergan to pay \$135 million, CVS to pay \$304 million, Walgreens to pay \$340 million, and Walmart to pay \$170 million to Texas and its political subdivisions; and

WHEREAS, the City Council finds it to be in the best interest of public health safety and welfare to authorize the City Manager to execute the participation forms to join the State's settlement with Allergan, CVS, Walgreens and Walmart;

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

SECTION 1. The City Council hereby authorizes the City Manager to execute the Subdivision Settlement Participation Forms and is directed to submit the requisite forms, attached hereto as Exhibit "A" to the Attorney General of the State of Texas for inclusion with the State's Opioid Settlement with Allergan, CVS, Walgreens and Walmart, noting that each is marked as an "Exhibit K."

SECTION 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the City Council.

SECTION 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

SECTION 7. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on first 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.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **28th** day of **March, 2023** with all members of the Council voting “aye” for the passage of same.

ATTEST:

Robert H. Moore, III, Mayor

Tami L. Davis, City Secretary

EXHIBIT A

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING THE BIG SPRING ZONING ORDINANCE, ARTICLE 4 ENTITLED "DEVELOPMENT STANDARDS," SECTION 4-6 " AREA REGULATIONS FOR ACCESSORY BUILDINGS AND STRUCTURES IN RESIDENTIAL DISTRICTS," SUBSECTION (e) TO REVISE WHOM THE APPLICATION PROCESS WILL BE DIRECTED TO;PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission held a public hearing on February 22, 2023 concerning carports and accessory buildings; and

WHEREAS, the Planning and Zoning Commission submitted its final report to the City Council on March 14, 2023;

WHEREAS, the Planning and Zoning Commission recommends the following amendments to the City of Big Spring Zoning Ordinance;

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

SECTION 1. The Big Spring Zoning Ordinance, Article 4 entitled "Development Standards," Section 4-6 entitled "Area Regulations for Accessory Buildings and Structures in Residential Districts," subsection (e) is hereby amended to read as follows:

ARTICLE 4 - DEVELOPMENT STANDARDS

SECTION 4-6. Area Regulations for Accessory Buildings and Structures in Residential Districts

(e) *Special Carport Exception.* Carport construction may be permitted in the front yard portion of a lot outside of the required front yard setback if an application for such construction is made to the ~~Zoning Board of Adjustment~~ Public Works Director. ~~The Board will consider applications~~ Applications will be considered for front yard carports provided the following conditions are met:

.....

SECTION 2. Should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the reminder of this ordinance shall not be affected thereby.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. This Ordinance shall take effect immediately after passage in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first 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.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **28th** 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



Memorandum

Date: 03/14/2023

From: John Medina, ACM

To: Mayor and City Council

Re: 2022-2023 Budget Amendment

The budget for the 2022-2023 seal coat project was budgeted for \$535,000 for the crack seal and sealcoat. The crack seal bids came in at budget, but the sealcoat bids were higher than expected.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 038-2022 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 BY INCREASING THE GENERAL FUND BUDGET FOR THE PURPOSE OF THE 2022-23 SEALCOAT PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2022-23 budget for the City of Big Spring, Texas on September 27, 2022 (“Budget”); and

WHEREAS the sealcoat bids came in higher than budgeted and additional funding is needed to continue this project and was not included in such Budget; and

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

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

SECTION 1. The General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 is hereby increased by the amount of \$50,000.00 to the capital expense account number 002-022-320-6219 for the purpose of increasing the budget for the 2022-23 street seal coat project. The net increase will be funded through the fund balance.

SECTION 2. The remaining portions of Ordinance Number 038-2022 shall remain in full force and effect.

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

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

SECTION 5. The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 6. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first 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.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the 28th 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



Memorandum

Date: 03/14/2023

From: John Medina, ACM

To: Mayor and City Council

Re: 2022-2023 Budget Amendment

The budget for the cardboard recycling program included a forklift. When the bids were received, we were underbudgeted by \$9,100.00. It is staff recommendation to increase the budget so the program can commence.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 038-2022 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 BY INCREASING THE GENERAL FUND BUDGET FOR THE PURPOSE OF PURCHASING A FORKLIFT FOR THE CARDBOARD RECYCLING PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2022-23 budget for the City of Big Spring, Texas on September 27, 2022 (“Budget”); and

WHEREAS the bids received were higher than budgeted and additional funding is needed to continue this project and was not included in such Budget; and

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

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

SECTION 1. The General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 is hereby increased by the amount of \$9,100.00 to the capital expense account number 445-025-330-6311 for the purpose of purchasing the forklift for the cardboard recycling project. The net increase will be funded through the fund balance.

SECTION 2. The remaining portions of Ordinance Number 038-2022 shall remain in full force and effect.

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

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

SECTION 5. The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 6. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first 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.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **28th** 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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AUTHORIZING AND DIRECTING THE SALE OF THE 11.06 ACRE 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

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 Interstate-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 28th 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

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

Seller's initials: _____ Buyer's initials: _____

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

Seller's initials: _____ Buyer's initials: _____

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

Seller's initials: _____ Buyer's initials: _____

than thee not rely on any drainage, sewer, access, structural or other facilities located on any property other

Seller's initials: _____ Buyer's initials: _____

Property: (i) to fulfill any zoning, building code or other municipal or governmental requirement, (ii) furnish the e-Property any utilities, or (iii) fulfill the requirements of any agreement affecting the Property.

6.106.9 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.

6.116.10 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:

<u>BUYER</u>	<u>COST OR EXPENSE</u>	<u>SELLER</u>
	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

Seller's initials: _____ Buyer's initials: _____

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

Seller’s initials: _____ Buyer’s initials: _____

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 ee

Seller's initials: _____ Buyer's initials: _____

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:

~~15.114.3~~ 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").

~~15.214.4~~ 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.

~~15.314.5~~ 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.

~~16.15~~ PRORATION OF TAXES; ROLLBACK TAXES.

~~16.115.1~~ 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

Seller's initials: _____ Buyer's initials: _____

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.

16.315.2 **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.

17.16. 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

Seller's initials: _____ Buyer's initials: _____

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

Seller’s initials: _____ Buyer’s initials: _____

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.

32. RESERVATION OF MINERAL ESTATE. This Agreement is for the sale of the surface estate of the Property only. The Seller will retain the Mineral Estate of the Property.

32.1. "Mineral Estate" means all oil, gas, and other minerals in the Property; the exclusive right to search for oil and gas and other minerals in the Property; the right to produce the oil and gas and other minerals in the Property; an implied easement to use as much of the surface of the Property as is reasonably necessary for development of the oil and gas and other minerals, including the rights of ingress and egress; the right to lease the Mineral Estate in the Property (the executive right) to third-party lessees; and the right, as the holder of all of the interest in the Mineral Estate, to the financial benefits arising out of a future lease of the mineral rights.

32.2 The Mineral Estate owned by Seller is not conveyed in this Agreement. Seller reserves all of the Mineral Estate owned by Seller except as stated in 32.3. The excepted and reserved interest is subject to any valid, recorded oil, gas, and/or other mineral lease or leases that cover the interest reserved, but includes all delay rentals, royalties, and other rights and payments due or to become due under the terms of such lease or leases to the lessor, the lessor's heirs, successors and assigns. On termination of any or all of such leases, the interest of the lessee shall revert to Seller or Seller's heirs, successors and assigns.

32.3

Seller waives the implied easement for the surface of the Property as related to the development of the oil and gas and other minerals, including the rights of ingress and egress to the surface.

[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

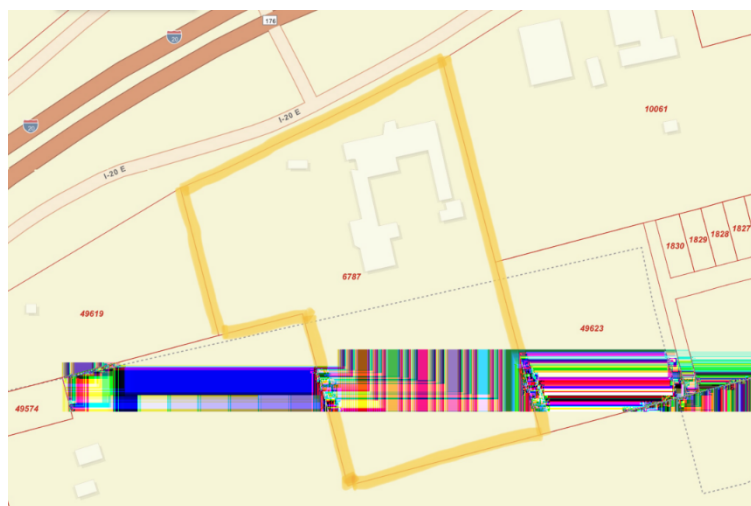


EXHIBIT B
Owner's Authorization

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 Todd Darden

Title: City Attorney: Manager, 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

Initials: CITY ____ Developer ____

380 Agreement Big Spring

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.

Initials: CITY ____ Developer ____

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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 Value~~ 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;~~ zero dollars (\$0.00).

“City” means the City of Big Spring, Texas.

“City Ad Valorem Tax” means the City of Big Spring’s ad valorem tax for the parcels in Exhibit “A” and Exhibit “C.” The City’s ad valorem tax rate, ~~which is currently~~ \$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.

Initials: CITY ____ Developer ____

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“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.

Initials: CITY ____ Developer ____

380 Agreement Big Spring

“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~~Reimbursement Grant.** An annual Ad Valorem Tax ~~Equivalent~~Reimbursement 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~~Reimbursement Grant as described above to Developer ~~for no earlier than the increase in City Ad Valorem Taxes paid attributable~~First Full Grant Period and then according to the Project, in the annual percentages illustrated in the Performance Table belowArticle IV, Section 3.

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~~Ad Valorem Tax Reimbursement Grant payments by City to Developer 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~~calculated as follows. The City ad valorem tax paid by Developer for the Property ~~(for the parcels in Exhibit A and Exhibit C), in a given year as listed in the Performance Table below, is taken~~ 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, the Base Year Value, the result being the difference. The difference is~~ multiplied by the percentage amount in the Performance Table below ~~for the corresponding Tax Year, the result being the product. The product for a given year is the Maximum Grant Amount.~~

Initials: CITY ____ Developer ____

380 Agreement Big Spring

Performance Table

Performance Period Jan 1 - Dec 31	Proposed incremental Ad Valorem Tax Rebate % not to exceed total max
Yr. 0 2022 <u>2023</u>	
Yr. 1 – 2023 <u>2024</u>	100%
Yr. 2 – 2024 <u>2025</u>	100%
Yr. 3 – 2025 <u>2026</u>	80%
Yr. 4 2026 <u>2027</u>	80%
Yr. 5 – 2027 <u>2028</u>	60%
Yr. 6 – 2028 <u>2029</u>	60%
Yr. 7 – 2029 <u>2030</u>	40%
Yr. 8 – 2030 <u>2031</u>	40%
Yr. 9 – 2031 <u>2032</u>	20%
Yr.10 – 2032 <u>2033</u>	20%

All subsequent years will have an ad valorem tax rebate percentage of 0%.

**ARTICLE V
CONDITIONS TO ECONOMIC DEVELOPMENT GRANTS**

Initials: CITY ____ Developer ____

380 Agreement Big Spring

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~~City ad valorem taxes paid with regard to the ~~Facility~~properties in **Exhibit A** and **Exhibit C** 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

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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

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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;

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(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

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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

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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.

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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

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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 OVERPAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NONPERFORMANCE 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.

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The remainder of this page intentionally remains blank and signature pages to follow:

Initials: CITY ____ Developer ____

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| Executed on this _____ day of _____ ~~2022~~2023.

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

Initials: CITY ____ Developer ____

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Executed on this _____ day of _____, ~~2022~~2023.

~~DEVELOPER~~3-D DEVELOPMENT LLC
a ~~Texas~~Kentucky limited liability
_____company

By: _____
Name: _____
Title: _____
By: _____
Patrick Davis, President/Member

Initials: CITY ____ Developer ____

EXHIBITS

Exhibit "A"	Property Description
Exhibit "B"	Project Site Plan
Exhibit "C"	Property to be Annexed

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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.

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EXHIBIT "B"

Site Plan attached.

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EXHIBIT "C"

Property Description

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.

AMENDMENT

The City Council of Big Spring amends the resolution to convey the real estate at 1801 W I-20, Big Spring, Texas, and provide the economic development incentive to 3-D Development, LLC, a Kentucky limited liability company, as presented in the agenda of March 28, 2023.

Amend Attachment 1 of the Resolution in its entirety as indicated in Part A.

Amend Attachment 2 of the Resolution in its entirety, as indicated in Part B.

Part A

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

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

Seller's initials: _____ Buyer's initials: _____

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

Seller's initials: _____ Buyer's initials: _____

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

Seller's initials: _____ Buyer's initials: _____

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:

<u>BUYER</u>	<u>COST OR EXPENSE</u>	<u>SELLER</u>
	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

Seller's initials: _____ Buyer's initials: _____

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

Seller’s initials: _____ Buyer’s initials: _____

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

Seller's initials: _____ Buyer's initials: _____

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

Seller's initials: _____ Buyer's initials: _____

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

Seller's initials: _____ Buyer's initials: _____

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

Seller’s initials: _____ Buyer’s initials: _____

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.

32. RESERVATION OF MINERAL ESTATE. This Agreement is for the sale of the surface estate of the Property only. The Seller will retain the Mineral Estate of the Property.

32.1. "Mineral Estate" means all oil, gas, and other minerals in the Property; the exclusive right to search for oil and gas and other minerals in the Property; the right to produce the oil and gas and other minerals in the Property; an implied easement to use as much of the surface of the Property as is reasonably necessary for development of the oil and gas and other minerals, including the rights of ingress and egress; the right to lease the Mineral Estate in the Property (the executive right) to third-party lessees; and the right, as the holder of all of the interest in the Mineral Estate, to the financial benefits arising out of a future lease of the mineral rights.

32.2 The Mineral Estate owned by Seller is not conveyed in this Agreement. Seller reserves all of the Mineral Estate owned by Seller except as stated in 32.3. The excepted and reserved interest is subject to any valid, recorded oil, gas, and/or other mineral lease or leases that cover the interest reserved, but includes all delay rentals, royalties, and other rights and payments due or to become due under the terms of such lease or leases to the lessor, the lessor's heirs, successors and assigns. On termination of any or all of such leases, the interest of the lessee shall revert to Seller or Seller's heirs, successors and assigns.

32.3 Seller waives the implied easement for the surface of the Property as related to the development of the oil and gas and other minerals, including the rights of ingress and egress to the surface.

[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

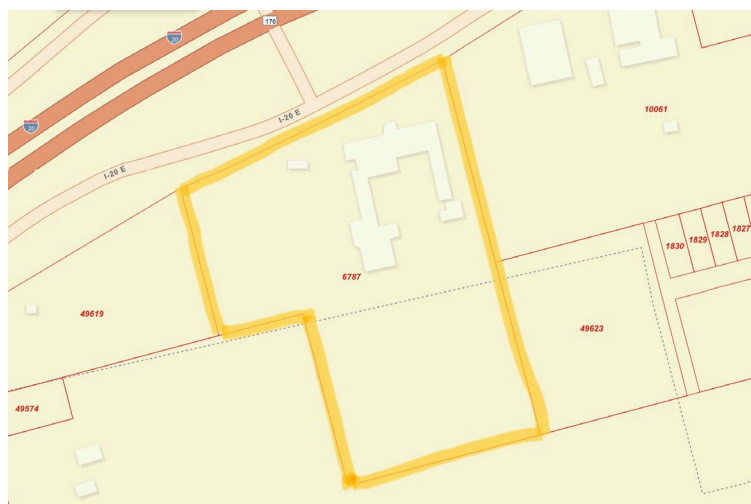


EXHIBIT B
Owner's Authorization

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: Todd Darden

Title: City Manager, 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.

Part B

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

Initials: CITY ____ Developer ____

380 Agreement Big Spring

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.

Initials: CITY ____ Developer ____

380 Agreement Big Spring

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; 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 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 zero dollars (\$0.00).

“City” means the City of Big Spring, Texas.

“City Ad Valorem Tax” means the City of Big Spring’s ad valorem tax for the parcels in **Exhibit “A”** and **Exhibit “C.”** The City’s ad valorem tax rate is currently \$0.673163 per \$100 of assessed property value in the City of Big Spring. 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.

Initials: CITY ____ Developer ____

380 Agreement Big Spring

**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 Reimbursement Grant. An annual Ad Valorem Tax Reimbursement Grant.

A) Project: City shall provide an annual Ad Valorem Tax Reimbursement Grant as described above to Developer no earlier than the First Full Grant Period and then according to Article IV, Section 3.

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 Ad Valorem Tax Reimbursement Grant payments by City to Developer shall be paid within sixty (60) days after receipt of a copy of the Annual Report.

3. Maximum Grant Amount. The Maximum Grant Amount is calculated as follows. The City ad valorem tax paid by Developer for the parcels in **Exhibit A** and **Exhibit C** in a given year as listed in the Performance Table below, is taken minus the amount of the Base Year Value, the result being the difference. The difference is multiplied by the percentage amount in the Performance Table for the corresponding Tax Year, the result being the product. The product for a given year is the Maximum Grant Amount.

Performance Table

Performance Period Jan 1 - Dec 31	Ad Valorem Tax Rebate % not to exceed total max
---	--

Initials: CITY ____ Developer ____

380 Agreement Big Spring

Yr. 0 – 2023	
Yr. 1 – 2024	100%
Yr. 2 – 2025	100%
Yr. 3 – 2026	80%
Yr. 4 – 2027	80%
Yr. 5 – 2028	60%
Yr. 6 – 2029	60%
Yr. 7 – 2030	40%
Yr. 8 – 2031	40%
Yr. 9 – 2032	20%
Yr.10 – 2033	20%

All subsequent years will have an ad valorem tax rebate percentage of 0%.

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:

Initials: CITY ____ Developer ____

380 Agreement Big Spring

- (a) Annual reports stating:

The amount of City ad valorem taxes paid with regard to the properties in **Exhibit A** and **Exhibit C** 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.

6. 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.

7. 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's 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 June 30, 2025, 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:

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.

7. 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.

8. 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.

9. 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.

10. 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.

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11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.

19. 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.

20. 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

Initials: CITY ____ Developer ____

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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.

21. 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 OVERPAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NONPERFORMANCE 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.**

22. 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.

23. 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.

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The remainder of this page intentionally remains blank and signature pages to follow:

Initials: CITY ____ Developer ____

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Executed on this _____ day of _____ 2023.

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 _____, 2023.

3-D DEVELOPMENT LLC
a Kentucky limited liability company

By: _____
Patrick Davis, President/Member

Initials: CITY ____ Developer ____

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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.

Initials: CITY ____ Developer ____

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EXHIBIT “B”

Site Plan attached.

Initials: CITY ____ Developer ____

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EXHIBIT "C"

Property Description

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.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF BIG SPRING
ADOPTING THE 2021 EDITION OF THE
INTERNATIONAL FIRE CODE, REGULATING AND
GOVERNING THE SAFEGUARDING OF LIFE AND
PROPERTY FROM FIRE AND EXPLOSION HAZARDS
ARISING FROM THE STORAGE, HANDLING AND USE
OF HAZARDOUS SUBSTANCES, MATERIALS AND
DEVICES, AND FROM CONDITIONS HAZARDOUS TO
LIFE OR PROPERTY IN THE OCCUPANCY OF
BUILDINGS AND PREMISES IN THE CITY OF BIG
SPRING, TEXAS; PROVIDING FOR THE ISSUANCE OF
PERMITS AND COLLECTION OF FEES THEREFOR;
REPEALING SECTION 24-1 OF THE BIG SPRING CITY
CODE AND ALL OTHER ORDINANCES OR PARTS OF
LAWS IN CONFLICT THEREWITH.**

WHEREAS, the 2021 International Fire Code would prohibit the possession, storage, sale, handling, and use of fireworks in its Section 5601.1.3, with certain exceptions as stated therein; and

WHEREAS, the 2021 International Fire Code would prohibit fireworks displays except those that are properly permitted and meet all of the requirements; and

WHEREAS, the 2021 International Fire Code would prohibit open burning except those that are properly permitted and meet all of the requirements; and

WHEREAS, the Big Spring City Code Section 24-82 currently provides by ordinance for permitting fireworks displays; and

WHEREAS, Texas municipalities generally may not require residential fire protection sprinkler systems for new or existing one- or two-family dwellings, Section 250.011, Texas Local Government Code; and

WHEREAS, the City Council of Big Spring wishes to update the City's Fire Code to the 2021 International Fire Code, and repeal ordinances that are superseded;

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

SECTION 1. The Big Spring City Code Section 24-1, Article I, Chapter 24 is hereby amended to read entirely as follows:

Big Spring City Code
Chapter 24 – Fire Prevention and Protection
Article I – In General

Section 24-1 – Fire code adopted

The International Fire Code, 2021 edition, in its entirety, and including Appendices B, C, D, I, J, K, L, M, and N but excluding Appendices A, E, F, G and H, is hereby adopted by reference. The following amendments and additions are as follows:

- (1) 101.1. TITLE. These regulations shall be known as the Fire Code of the City of Big Spring, hereinafter referred to as "this code."
- (2) 103.1. AGENCY. The Fire Marshal is the official in charge of the Office of the Big Spring Fire Marshal, the agency, a division of the Big Spring Fire Department. The function of this agency shall be the implementation, administration and enforcement of the provisions of this code.
- (3) 105.1.1.1 PERMITS REQUIRED. Any property owner or authorized agent who intends to conduct an operation or business, or install or modify systems and equipment which is regulated by this code, or to cause any such work to be done, shall first make application to the city secretary or building official for the required permit. The permit shall be issued only after approval by the fire code official.
- (4) 105.5.5. PERMIT NOT REQUIRED. Carnivals and fairs.
- (5) 105.5.6. PERMIT NOT REQUIRED. Cellulose nitrate film.
- (6) 105.5.11. PERMIT NOT REQUIRED. Cryogenic fluids.
- (7) 105.5.12. PERMIT NOT REQUIRED. Cutting and welding.
- (8) 105.5.13. PERMIT NOT REQUIRED. Dry cleaning.
- (9) 105.5.15. PERMIT NOT REQUIRED. Exhibits and trade shows.
- (10) 105.5.17. PERMIT NOT REQUIRED. Fire hydrants and valves.
- (11) 105.5.19. PERMIT NOT REQUIRED. Floor finishing.
- (12) 105.5.20. PERMIT NOT REQUIRED. Fruit and crop ripening.
- (13) 105.5.21. PERMIT NOT REQUIRED. Fumigation and insecticidal fogging.
- (14) 105.27. PERMIT NOT REQUIRED. Lumber yards and woodworking plants.
- (15) 105.5.28. LIQUID-OR GAS-FUELED VEHICLES OR EQUIPMENT IN ASSEMBLY BUILDINGS.

- (16) 105.5.34. OPEN BURNING. An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be complied with. Recreational fires are not exempt from the permitting requirement.
- (17) 105.6. REQUIRED CONSTRUCTION PERMITS. The building official, with the fire official's approval, is authorized to issue construction permits for work as set forth in sections 105.6.1 through 105.6.24.
- (18) 111.1. APPEALS BOARD. Appeals of orders, decisions or determinations made by the fire code official requiring demolition and removal of a structure under Section 114 and its subsections shall be through the Structural Standards Chapter. The Board of Adjustments and Appeals (“the Board”) will hear and decide appeals of all other orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code. The Board shall render all decisions and findings in writings to the appellant with a duplicate copy to the fire code official.
- (19) 111.3. RESERVED.
- (20) 112.4. VIOLATION PENALTIES. Any person who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provision of this code, shall be guilty of a misdemeanor. Each day that a violation continues after due notice has been served shall be deemed a separate offense.
- (21) 113.4. FAILURE TO COMPLY. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor. Each day that a violation continues after such work order has been issued shall be deemed a separate offense.
- (22) 903.2.8.5. ONE- AND TWO-FAMILY DWELLINGS.
- a. An automatic sprinkler system installed in accordance with section 903 shall be provided throughout all building with a group R1, R2, R3 and R4 fire area. New and existing one- and two-family dwellings shall be exempt from this requirement.
 - b. The owner of any new or existing one-family or two-family dwelling shall not be prohibited from installing a fire suppression system in such dwelling as long as the system is installed according to applicable NFPA standards.
- (23) 908.4. VISUAL ALARM SMOKE DETECTORS.

- a. Rental property. The owner of a rental property shall, at the request of a hearing-impaired tenant, install at least one visual alarm smoke detector in each separate bedroom in the dwelling unit occupied by a hearing impaired tenant.
 - b. Hotel/motel. The owner, manager, or otherwise responsible person having control of a hotel/motel, apartment house or other short-term rental dwelling must be able to provide, upon the request by a hearing-impaired person, a visual alarm smoke detector or shall have rooms available that are already equipped with a visual alarm smoke detector.
 - c. Requirements for visual alarm smoke detectors. The visual smoke detector must:
 - 1. Contain a strobe light with a visible effective intensity of not less than 177 candela; 2. Operate on a 120-volt alternating current; and 3. Be otherwise installed according to manufacturer's recommendations.
- (24) 908.5 SMOKE DETECTORS IN RENTAL UNITS. The owner or agent of the owner of all apartment houses, residential rental units or hotel/motel shall provide smoke detectors and must keep written documentation, available for review by fire officials, containing installation date of all smoke detectors, dates batteries have been changed, and dates smoke detectors were tested as per recommendation of the manufacturer. This documentation must be available to tenants upon request and be available at all times for inspection by the fire department.
- (25) 1103.5.3. Insert: [DATE BY WHICH SPRINKLER SYSTEM MUST BE INSTALLED]
- (26) 5601.7.1 SEIZURE OF ILLEGAL FIREWORKS, ETC. The fire code official may authorize other persons employed by the City of Big Spring Fire Department or Police Department to conduct the duties under Section 5601.7.
- (27) 5704.2.9.6.1 (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited): [JURISDICTION TO SPECIFY]
- (28) 5706.2.4.4 (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks is prohibited): residential, retail, office, or central area districts.
- (29) 5806.2 (geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited): residential, retail, office, or central area districts.
- (30) 6104.2 (geographic limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas): within city limits.
- (31) In Chapter 61, the following sections are added to read as follows:
SECTION 6112. RESIDENTIAL USE OF LIQUID PETROLEUM GAS
6112.1 PROHIBITED WITH EXCEPTIONS. Liquefied petroleum gas (LP-gas) for residential installation to any type of structure, except as noted below, shall be prohibited within the incorporated city limits.
6112.2. LP-GAS INSTALLATIONS. LP-gas installations permitted or approved prior to this code adoption shall be allowed if they continue to meet other local and state code

requirements. LP-gas installations that were not permitted or approved prior to this code adoption may apply for a permit within 30 days of notification. The installation shall be in strict compliance with all applicable rules and regulations, including those set forth by the state railroad commission LP-gas safety rules. The tank location and additional safety requirements will be subject to approval by the fire chief or his agent.

6112.3 LP-GAS DISTRIBUTORS. It shall be a violation of this code for any LP-gas distributor to place or fill any LP-gas tank in a residential setting unless the same has affixed to it a decal indicating that the tank has been permitted by the city.

SECTION 6113 MISCELLANEOUS USE

6113.1. NON-COMMERCIAL COOKERS AND GAS GRILLS. Liquefied petroleum gas cylinders used for non-commercial cookers and gas grills shall be restricted to no more than ten-water-gallon capacity tanks and shall be mounted in compliance with the appliance manufacturer's recommendations. These installations shall be exempt from permits. Such cylinders shall be stored in accordance with the applicable LP-gas safety rules.

6113.2. MOTOR HOMES. Motor homes and other similar use recreational vehicles must be in compliance with applicable state railroad commission LP-gas safety rules.

SECTION 6114. LIQUEFIED PETROLEUM GASSES

6114.1. COMMERCIAL OR INDUSTRIAL USE OF LIQUEFIED PETROLEUM GAS. Commercial or industrial use of liquefied petroleum gas must be in strict compliance with applicable LP-gas safety rules and regulations including those set forth by state railroad commission in effect at time of installation.

6114.2. INSTALLATIONS. Commercial or industrial installations shall be subject to applicable permits and the approval of the fire marshal or his agent.

6114.3. CONTAINERS. LP-gas containers at commercial or industrial installations shall comply with the state Railroad Commission LP-gas safety rules.

~~Sec. 24-1. Fire code adopted.~~

~~The International Fire Code, 2012 edition, in its entirety, save and except section 108 entitled "board of appeals," and including Appendices B, C, D and I but excluding Appendices A, E, F, G and H, is hereby adopted by reference. The following amendments and additions are as follows:~~

~~(1) — Section 101.1 Title. These regulations shall be known as the Fire Code of the City of Big Spring, hereinafter referred to as "this code."~~

~~(2) — Section 105.1.1 Permits required. Any property owner or authorized agent who intends to conduct an operation or business, or install or modify systems and equipment which is regulated by this code, or to cause any such work to be done, shall first make application to the city secretary or building official for the required permit. The permit shall be issued only after approval by the fire marshal.~~

~~(3) — Section 105 Operational permits.~~

a. ~~Operational permits shall be obtained by application to the city secretary and approved by the fire marshal.~~

b. ~~Operational permits shall not be required for the following:~~

1. ~~Carnivals and fairs (section 105.6.4).~~

2. ~~Cellulose nitrate film (section 105.6.5).~~

3. ~~Cryogenic fluids (section 105.6.10).~~

4. ~~Cutting and welding (section 105.6.11).~~

5. ~~Dry cleaning (section 105.6.12).~~

6. ~~Exhibits and trade shows (section 105.6.13).~~

7. ~~Fire hydrants and valves (section 105.6.15).~~

8. ~~Floor finishing (section 105.6.17).~~

9. ~~Fruit and crop ripening (section 105.6.18).~~

10. ~~Fumigation and insecticidal fogging (section 105.6.19).~~

11. ~~Lumber yards and woodworking plants (section 105.6.25).~~

12. ~~Liquid or gas fueled vehicles or equipment in assembly buildings (section 105.6.26).~~

13. ~~Open flames and candles (section 105.6.32).~~

c. ~~Operational permits shall be required for explosives (section 105.6.14) except for firework displays performed by licensed fireworks operators.~~

d. ~~Section 105.6.30 Open burning is amended as follows:~~

~~An operational permit is required for the kindling or maintaining of an open fire or fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to. Recreational fires are not exempt from the permitting requirement.~~

(4) ~~Section 105. Construction permits. Section 105.7 is amended as follows:~~

~~The building official, with the fire marshal's approval, is authorized to issue construction permits for work as set forth in sections 105.7.1 through 105.7.16.~~

(5) ~~Reserved.~~

(6) ~~Section 109.4 Violation penalties is amended as follows:~~

~~Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or~~

~~certificate used under provision of this code, shall be guilty of a misdemeanor. Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~

(7) — ~~Section 111.4 Failure to comply is amended as follows:~~

~~Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor. Each day that a violation continues after such work order has been issued shall be deemed a separate offense.~~

(8) — ~~Section 903.2.8 group R is amended as follows:~~

a. — ~~An automatic sprinkler system installed in accordance with section 903 shall be provided throughout all building with a group R1, R2, R3 and R4 fire area. One and two family dwellings shall be exempt from this requirement.~~

b. — ~~The owner of any one family or two family dwelling shall not be prohibited from installing a fire suppression system in such dwelling as long as the system is installed according to applicable NFPA standards.~~

(9) — ~~Section 908.8 Visual alarm smoke detectors is added to read as follows:~~

a. — ~~Rental property. The owner of a rental property shall, at the request of a hearing impaired tenant, install at least one visual alarm smoke detector in each separate bedroom in the dwelling unit occupied by a hearing impaired tenant.~~

b. — ~~Hotel/motel. The owner, manager, or otherwise responsible person having control of a hotel/motel, apartment house or other short term rental dwelling must be able to provide, upon the request by a hearing impaired person, a visual alarm smoke detector or shall have rooms available that are already equipped with a visual alarm smoke detector.~~

c. — ~~Requirements for visual alarm smoke detectors. The visual smoke detector must:~~

1. — ~~Contain a strobe light with a visible effective intensity of not less than 177 candela;~~

2. — ~~Operate on a 120-volt alternating current; and~~

3. — ~~Be otherwise installed according to manufacturer's recommendations.~~

(10) — ~~Section 908.9 Smoke detectors in rental units is added to read as follows:~~

~~The owner or agent of the owner of all apartment houses, residential rental units or hotel/motel shall provide smoke detectors and must keep written documentation, available for review by fire officials, containing installation date of all smoke detectors, dates batteries have been changed, and dates smoke detectors were tested as per recommendation of the manufacturer. This documentation must be available to tenants upon request and be available at all times for inspection by the fire department.~~

(11) — ~~Section 908.10 Smoke detector inspections is added to read as follows:~~

The fire chief or his designated inspector may inspect any dwelling unit required to have a smoke detector under this code at any reasonable hour to determine that the dwelling unit contains smoke detectors in good working order as required by this code. If the fire inspector determines that the smoke detector needs repair, it shall be repaired and made operational within one working day after notice to the landlord by the inspector.

(12) — Chapter 61, section 6112 Residential use of liquid petroleum gas is added to read as follows:

a. — ~~Liquefied petroleum gas for residential installation to any type of structure, except as noted below, shall be prohibited within the incorporated city limits.~~

b. — ~~Section 6112.1 LP-gas Installations. LP-gas installations permitted or approved prior to this code adoption shall be allowed if they continue to meet other local and state code requirements. LP-gas installations that were not permitted or approved prior to this code adoption may apply for a permit within 30 days of notification. The installation shall be in strict compliance with all applicable rules and regulations, including those set forth by the state railroad commission LP-gas safety rules. The tank location and additional safety requirements will be subject to approval by the fire chief or his agent.~~

c. — ~~Section 6112.2 LP-gas distributors. It shall be a violation of this code for any LP-gas distributor to place or fill any LP-gas tank in a residential setting unless the same has affixed to it a decal indicating that the tank has been permitted by the city.~~

(13) — Chapter 61, section 6113 Miscellaneous use is added to read as follows:

a. — ~~Section 6113.1. Liquefied petroleum gas cylinders used for non-commercial cookers and gas grills shall be restricted to no more than ten water-gallon capacity tanks and shall be mounted in compliance with the appliance manufacturer's recommendations. These installations shall be exempt from permits. Such cylinders shall be stored in accordance with the applicable LP-gas safety rules.~~

b. — ~~Section 6113.2. Motor homes and other similar use recreational vehicles must be in compliance with applicable state railroad commission LP-gas safety rules.~~

(14) — Chapter 61, section 6114. Liquefied petroleum gasses is added to read as follows:

a. — ~~Section 6114.1. Commercial or industrial use of liquefied petroleum gas must be in strict compliance with applicable LP-gas safety rules and regulations including those set forth by state railroad commission in effect at time of installation.~~

b. — ~~Section 6114.2. Commercial or industrial installations shall be subject to applicable permits and the approval of the fire chief or his agent.~~

c. — ~~Section 6114.3. LP-gas containers at commercial or industrial installations shall comply with the minimum distance requirements set forth in section 9.185, table 1, of the state railroad commission LP-gas safety rules.~~

NOTE* Language to be deleted is stricken.

SECTION 2. Article IV, Fireworks of Chapter 24, Fire Prevention and Protection, is hereby repealed.

ARTICLE IV. FIREWORKS

~~Sec. 24-80. Selling fireworks prohibited.~~

~~It shall be unlawful for any person, firm or corporation to sell or keep for sale within the corporate limits of the city, any firecrackers, roman candles, torpedoes, or any other fireworks of any kind or make, with the exception of cap pistols.~~

~~Sec. 24-81. Exploding fireworks in city limits.~~

~~It shall be unlawful for any person, to explode, set off, ignite or discharge within the corporate limits of the city any firecrackers, roman candles, torpedoes, or any other fireworks of any kind or make, with the exception of cap pistols.~~

~~Sec. 24-82. Fireworks displays regulated.~~

~~In the event that any firm, corporation, club or civic group desires to have an organized display of fireworks for the benefit of the citizens of the city, they may do so by securing permission from the city council, and under the supervision and control of the city fire marshal. Said request must be presented to the city council at least 30 days prior to the date of the exhibition.~~

NOTE* Language to be deleted is stricken.

SECTION 3: All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. The repeal or modification of any part of this Code does not affect any existing right acquired, or liability or obligation incurred, under the code sections amended or repealed unless the modifying ordinance expressly so provides. Any repealed or modified part of this Code will remain in force for the purpose of sustaining any proper legal proceedings and prosecutions related to the enforcement of such right or liability brought prior to the repeal or modification. Any such repeal shall not abate any pending prosecution for violation of the repealed ordinance.

SECTION 4: The provisions of this Ordinance are severable. Should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any purpose, the remainder of this Ordinance shall not be affected thereby

SECTION 5: The City Secretary is hereby ordered and directed to cause the descriptive caption, as well as the penalties for violation of this Ordinance to be published as provided by law.

SECTION 6. That this ordinance shall take effect immediately after its publication in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

SECTION 7. That nothing in this legislation or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 4 of this law; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

SECTION 8. That this law and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect ten (10) days from and after the date of its final passage and adoption.

SECTION 9. That City of Big Spring acknowledges and agrees that the International Code Council, Inc. (“ICC”) owns registered copyrights in the 2021 edition of the International Fire Code. ICC makes the 2018 edition of the International Fire Code and numerous other International Codes (I-Codes) available to view for free on its website at: codes.iccsafe.org. Without advance written permission from the copyright owner, no part of the 2021 edition of the International Fire Code may be reproduced, distributed or transmitted in any form or by any means, including without limitation, electronic, optical or mechanical means (by way of example, and not limitation, photocopying, or recording by or in an information retrieval system). For information on the use rights and permissions, please contact: Publications, 4051 Flossmoor Road, Country Club Hills, IL 60478. Phone 1-888-ICC-SAFE (422-7233).

SECTION 10. Purchase of one copy of the 2021 International Fire Code book is authorized for the purpose of keeping it on file for inspection at the City Secretary’s office.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 14th day of March, 2023, with all members present voting “aye” for passage of the same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the 28th day of March, 2023, with all members present voting “aye” for passage of the same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

AMENDMENT

Whereas, City Council finds that facilities that provide nursing and medical care and could provide emergency care, surgery, obstetrics, or inpatient stabilization units for psychiatric or detoxification, including, but not limited to, hospitals should have automatic sprinkler systems installed on or before May 1, 2033; and

Whereas, City Council has determined to make other improvements to the ordinance for clarity;

The City Council of Big Spring amends the ordinance amending Fire Code of the City of Big Spring as presented in the agenda of March 28, 2023.

PART A. Amend Section 1 of the ordinance to read in its entirety as follows:

SECTION 1. The Big Spring City Code Section 24-1, Article I, Chapter 24 is hereby amended to read entirely as follows:

Big Spring City Code
Chapter 24 – Fire Prevention and Protection
Article I – In General

Section 24-1 – Fire code adopted

The International Fire Code, 2021 edition, in its entirety, and including Appendices B, C, D, I, J, K, L, M, and N but excluding Appendices A, E, F, G and H, is hereby adopted by reference. Amendments, insertions, and additions are as follows:

- (1) 101.1. TITLE. These regulations shall be known as the Fire Code of the City of Big Spring, hereinafter referred to as "this code."
- (2) 103.1. AGENCY. The Fire Marshal shall be known as the fire code official, and is the official in charge of the Office of the Big Spring Fire Marshal, the agency, a division of the Big Spring Fire Department. The function of this agency shall be the implementation, administration and enforcement of the provisions of this code.
- (3) 103.2. RESERVED.
- (4) 103.3 DEPUTIES. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the Fire Chief, the fire code official shall have the authority to appoint a deputy fire code official, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the fire code official.

- (5) 105.1.1.1 PERMITS REQUIRED. Any property owner or authorized agent who intends to conduct an operation or business, or install or modify systems and equipment which is regulated by this code, or to cause any such work to be done, shall first make application to the city secretary or building official for the required permit. The permit shall be issued only after approval by the fire code official.
- (6) 105.5.5. OPERATIONAL PERMIT NOT REQUIRED UNDER THIS CODE
Carnivals and fairs.
- (7) 105.5.6. OPERATIONAL PERMIT NOT REQUIRED UNDER THIS CODE.
Cellulose nitrate film.
- (8) 105.5.11. OPERATIONAL PERMIT NOT REQUIRED UNDER THIS CODE.
Cryogenic fluids.
- (9) 105.5.12. OPERATIONAL PERMIT NOT REQUIRED UNDER THIS CODE.
Cutting and welding.
- (10) 105.5.13. OPERATIONAL PERMIT NOT REQUIRED UNDER THIS CODE. Dry cleaning.
- (11) 105.5.15. OPERATIONAL PERMIT NOT REQUIRED UNDER THIS CODE. Exhibits and trade shows.
- (12) 105.5.17. OPERATIONAL PERMIT NOT REQUIRED UNDER THIS CODE. Fire hydrants and valves.
- (13) 105.5.19. OPERATIONAL PERMIT NOT REQUIRED UNDER THIS CODE. Floor finishing.
- (14) 105.5.20. OPERATIONAL PERMIT NOT REQUIRED UNDER THIS CODE. Fruit and crop ripening.
- (15) 105.5.21. OPERATIONAL PERMIT NOT REQUIRED UNDER THIS CODE. Fumigation and insecticidal fogging.
- (16) 105.5.27. OPERATIONAL PERMIT NOT REQUIRED UNDER THIS CODE. Lumber yards and woodworking plants.
- (17) 105.5.28. . OPERATIONAL PERMIT NOT REQUIRED UNDER THIS CODE. Liquid- or gas-fueled vehicles or equipment in assembly buildings.

- (18) 105.5.34. OPEN BURNING. An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be complied with. Recreational fires are not exempt from the permitting requirement.
- (19) 105.6. REQUIRED CONSTRUCTION PERMITS. The building official, with the fire code official's approval, is authorized to issue construction permits for work as set forth in sections 105.6.1 through 105.6.24.
- (20) 111.1. APPEALS BOARD. Appeals of orders, decisions or determinations made by the fire code official requiring demolition and removal of a structure under Section 114 and its subsections shall be through the Structural Standards Chapter. The Board of Adjustments and Appeals ("the Board") will hear and decide appeals of all other orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code. The Board shall render all decisions and findings in writings to the appellant with a duplicate copy to the fire code official.
- (21) 111.3. RESERVED.
- (22) 112.4. VIOLATION PENALTIES. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of according to Section 1-8, Big Spring City Code. Each day that a violation continues after due notice has been served shall be deemed a separate offense.
- (23) 113.2.1. ISSUANCE ELECTRONICALLY. The fire code official may issue a stop work order electronically.
- (24) 113.4. FAILURE TO COMPLY. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor. Each day that a violation continues after such work order has been issued shall be deemed a separate offense.
- (25) 903.2.8.5. ONE- AND TWO-FAMILY DWELLINGS. An automatic sprinkler system installed in accordance with section 903 shall be provided throughout all building with a group R1, R2, R3 and R4 fire area. New and existing one- and two-family dwellings shall be exempt from this requirement.

- (26) 908.4. VISUAL ALARM SMOKE DETECTORS.
- a. Rental property. The owner of a rental property shall, at the request of a hearing-impaired tenant, install at least one visual alarm smoke detector in each separate bedroom in the dwelling unit occupied by a hearing impaired tenant.
 - b. Hotel/motel. The owner, manager, or otherwise responsible person having control of a hotel/motel, apartment house or other short-term rental dwelling must be able to provide, upon the request by a hearing-impaired person, a visual alarm smoke detector or shall have rooms available that are already equipped with a visual alarm smoke detector.
 - c. Requirements for visual alarm smoke detectors. The visual smoke detector must: 1. Contain a strobe light with a visible effective intensity of not less than 177 candela; 2. Operate on a 120-volt alternating current; and 3. Be otherwise installed according to manufacturer's recommendations.
- (27) 908.5. SMOKE DETECTORS IN RENTAL UNITS. The owner or agent of the owner of all apartment houses, residential rental units or hotel/motel shall provide smoke detectors and must keep written documentation, available for review by the fire code official, containing installation date of all smoke detectors, dates batteries have been changed, and dates smoke detectors were tested as per recommendation of the manufacturer. This documentation must be available to tenants upon request and be available at all times for inspection by the fire department.
- (28) 1103.5.3. GROUP I-2, CONDITION 2. In addition to the requirements of Section 1103.5.2, existing buildings of Group I-2, Condition 2 occupancy shall be equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1 no later than May 1, 2033.
- (29) 5601.7.1. SEIZURE OF ILLEGAL FIREWORKS, ETC. The fire code official may authorize other persons employed by the City of Big Spring Fire Department or Police Department to conduct the duties under Section 5601.7.
- (30) 5704.2.9.6.1. LOCATIONS WHERE ABOVE-GROUND TANKS ARE PROHIBITED. Insert: residential, retail, office, or central area districts.
- (31) 5706.2.4.4. LOCATIONS WHERE ABOVE-GROUND TANKS ARE PROHIBITED. Insert: residential, retail, office, or central area districts.
- (32) 5806.2. LIMITATIONS. Insert: residential, retail, office, or central area districts.

(33) 6104.2. within city limits.

(34) In Chapter 61, the following sections are added to read as follows:

SECTION 6112. RESIDENTIAL USE OF LIQUID PETROLEUM GAS

6112.1 PROHIBITED WITH EXCEPTIONS. Liquefied petroleum gas (LP-gas) for residential installation to any type of structure, except as noted below, shall be prohibited within the incorporated city limits.

6112.2. LP-GAS INSTALLATIONS. LP-gas installations permitted or approved prior to this code adoption shall be allowed if they continue to meet other local and state code requirements. LP-gas installations that were not permitted or approved prior to this code adoption may apply for a permit within 30 days of notification. The installation shall be in strict compliance with all applicable rules and regulations, including those set forth by the state Railroad Commission LP-gas safety rules. The tank location and additional safety requirements will be subject to approval by the fire chief or his agent.

6112.3 LP-GAS DISTRIBUTORS. It shall be a violation of this code for any LP-gas distributor to place or fill any LP-gas tank in a residential setting unless the same has affixed to it a decal indicating that the tank has been permitted by the city.

SECTION 6113 MISCELLANEOUS USE

6113.1. NON-COMMERCIAL COOKERS AND GAS GRILLS. Liquefied petroleum gas cylinders used for non-commercial cookers and gas grills shall be restricted to no more than ten-water-gallon capacity tanks and shall be mounted in compliance with the appliance manufacturer's recommendations. These installations shall be exempt from permits. Such cylinders shall be stored in accordance with the applicable LP-gas safety rules.

6113.2. MOTOR HOMES. Motor homes and other similar use recreational vehicles must be in compliance with applicable state railroad commission LP-gas safety rules.

SECTION 6114. LIQUEFIED PETROLEUM GASSES

6114.1. COMMERCIAL OR INDUSTRIAL USE OF LIQUEFIED PETROLEUM GAS. Commercial or industrial use of liquefied petroleum gas must be in strict compliance with applicable LP-gas safety rules and regulations

including those set forth by the state Railroad Commission in effect at time of installation.

6114.2. INSTALLATIONS. Commercial or industrial installations shall be subject to applicable permits and the approval of the fire marshal or his agent.

6114.3. CONTAINERS. LP-gas containers at commercial or industrial installations shall comply with the state Railroad Commission LP-gas safety rules.

PART B. Renumber Sections 3, 4, 5, 6, 7, 8, 9, and 10 as follows:

SECTION 34:

...

SECTION 45:

...

SECTION 56:

...

SECTION 67:

...

SECTION 78:

...

SECTION 89:

...

SECTION 910:

...

SECTION 1011:

...

PART C. Insert Section 3 to read in its entirety as follows

SECTION 3: Amend in its entirety Section 24-49, "Duties and authority," Article III, "Fire Marshal," Chapter 24, "Fire Prevention and Protection," Big Spring City Code to read as follows:

Big Spring City Code
Chapter 24 – Fire Prevention and Protection
Article III – Fire Marshal

Section 24-49 – Duties and Authority

~~The fire marshal shall perform all functions set forth in the International Fire Code, 2012 edition, or any subsequent edition that may be adopted by the city council as the fire code of the city.~~ The fire marshal shall also perform all duties and have such authority as is set forth in this article.

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

ORDINANCE NO. _____

ORDINANCE TO RENAME THE STRUCTURAL STANDARDS ORDINANCE BY RENAMING IT THE STRUCTURAL STANDARDS AND NUISANCE ABATEMENT ORDINANCE, AND TO AMEND THE ORDINANCE BY DIVIDING IT INTO THREE SUBCHAPTERS, SUBCHAPTER A BEING APPLICABLE TO EACH TYPE OF ABATEMENT PROCEDURE, SUBCHAPTER B BEING APPLICABLE TO SANITATION AND EXTERIOR PREMISES RULES AND ORDERS ABATEMENT PROCEDURES, AND SUBCHAPTER C FOR THE ABATEMENT OF STRUCTURES FALLING BELOW MINIMUM STANDARDS, ADOPTING OTHER CHANGES TO THE ORDINANCE, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Big Spring finds it advisable to adopt the following ordinance; and

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

SECTION 1: Rename the “Structural Standards Ordinance of Big Spring, Texas” the “Structural Standards and Nuisance Abatement Ordinance of Big Spring, Texas”

Structural Standards and Nuisance Abatement Ordinance

SECTION 2: Amend the “Structural Standards and Nuisance Abatement Ordinance” in part as follows:

Structural Standards and Nuisance Abatement Ordinance of Big Spring Texas

STRUCTURAL STANDARDS AND NUISANCE ABATEMENT ORDINANCE

SUBCHAPTER A. GENERAL

ARTICLE A-1. IN GENERAL.

~~ARTICLE 1. SUBSTANDARD STRUCTURES~~

SECTION A-1.01. Authority.

This Chapter is adopted pursuant to authority of Subchapter C, Chapter 54 of the Texas Local Government Code, Chapter 342 of the Texas Health and Sanitation Code, other law, and the

authority of the City of Big Spring as a Home Rule Municipality. The notice, conduct of proceedings, permissible orders, penalties, and judicial review are the City's alternative adjudication process under Local Government Code Section 54.043.

~~SECTION 1.01. Authority.~~

~~This Chapter is adopted pursuant to authority of Chapters 54 and 214 of the Texas Local Government Code and pursuant to the authority of the City of Big Spring as a Home Rule Municipality. The notice, conduct of proceedings, permissible orders, penalties, and judicial review are the City's alternative adjudication process under Local Government Code Section 54.043.~~

SECTION A-1.02. - Purpose.

The purpose of this Chapter is to provide minimum requirements for the protection of life, health, morals, comfort, safety, convenience and welfare of the general public from the hazards and dangers of substandard structures and other nuisances; to establish minimum standards for the continued use and occupancy of all structures, regardless of the date of their construction; to provide for giving proper notice to the owner of a structure or other property affected by a nuisance; to provide for a public hearing to determine whether a structure or other property complies with law, and to provide for abatement of structures and other nuisances and enforcement of these rules.

~~SECTION 1.02. Purpose.~~

~~The purpose of this Chapter is to provide minimum requirements for the protection of life, health, morals, comfort, safety, convenience and welfare of the general public from the hazards and dangers of substandard structures and related nuisances; to establish minimum standards for the continued use and occupancy of all structures, regardless of the date of their construction; to provide for giving proper notice to the owner of a structure; to provide for a public hearing to determine whether a structure complies with the standards set out in this Chapter, and to provide for abatement of structures and enforcement of these rules.~~

SECTION A-1.03. Applicability.

- (a) The provisions of this Chapter shall apply to abatement procedures related to nuisances and substandard, hazardous, unsafe, and dangerous structures except as specified in subsection (b).
- (b) Those certain abatement procedures and appeals that arise specifically under either the Fire Code of the City of Big Spring or the Existing Building Code of the City of Big Spring, and do not require or involve the removal or demolition of a structure are made through the Board of Adjustments and Appeals.
- (c) This Chapter is incorporated into the Big Spring City Code.
- (c) This Chapter is not applicable to any criminal case.

~~SECTION 1.03. Applicability.~~

(a) ~~—The provisions of this Chapter shall apply to hearings and abatement procedures pursuant to the Building Codes.~~

(b) ~~—Where sections of this Chapter have requirements that conflict with the Building Codes, the Building Codes shall apply, except for those provisions related to the procedures for searches, notice of hearing and hearing before the Hearing Board in which case this Chapter shall control.~~

SECTION A-1.04. Designation and citation.

This ordinance, as amended from time to time, shall also be known as the “Structural Standards and Nuisance Abatement Ordinance” or “Structural Standards and Nuisance Abatement Chapter” of the Big Spring City Code, and may be so cited. Additionally, this ordinance may be cited and referenced as the “Structural Standards Ordinance” or the “Structural Standards Chapter.”

~~SECTION 1.04. Designation and citation.~~

~~This ordinance, as amended from time to time, shall also be known as the Structural Standards Chapter of the Big Spring City Code, and may be so cited.~~

SECTION A-1.05. Definitions.

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

"Building Codes" means the following codes and ordinances adopted in the Big Spring City Code: Article 2, Chapter 12; Section 12-49, Section 24-1, Section 24-49; and Articles I and III of Chapter 36.

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

"This Chapter" refers to this Structural Standards and Nuisance Abatement Chapter.

“City Manager” means the City Manager as defined by the Charter.

"The Code" means the Big Spring City Code, as amended from time to time, and any other ordinance of the City of Big Spring. "The Code" includes the Building Codes.

"Hearing Board" means the City Council or the Board of Adjustments and Appeals conducting a hearing under Subchapter C.

“Hearing Officer” means the Hearing Officer under Subchapter B.

“SEPROs” are the Sanitation and Exterior Premises Rules and Orders specified in Section C-3.01 of this Chapter.

SECTION 1.05. Definitions.

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

- (a) — ~~"Hearing Board" means the City Council or the Board of Adjustments and Appeals conducting a hearing under this Chapter.~~
- (b) — ~~"The Code" means the Big Spring City Code, as amended from time to time, and any other ordinance of the City of Big Spring. "The Code" includes the Building Codes.~~
- (c) — ~~"Building Codes" means codes and ordinances adopted in the Big Spring City Code Sections 12-2, 12-44, 12-49, 24-1, and 24-49; and Chapter 36, Articles I and III; and any ordinances that set the appeal or hearing through the Structural Standards Ordinance, as those ordinances are amended from time to time.~~
- (d) — ~~"This Chapter" refers to this Structural Standards Ordinance, as amended from time to time.~~
- (e) — ~~"Building Official." The person designated by the City Manager to be the Building Official, and also referred to as the Building Inspector.~~
- (f) — ~~"Code Enforcement Officers" are the Building Official, the Fire Marshal, and any additional personnel as designated by the City Manager.~~

SECTION A-1.10. Rights of Parties

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

SECTION A-1.19. Other laws not affected.

No order or action under this Chapter waives or affects any requirements of law not specifically referenced, such as permit and inspection requirements and fees.

SECTION A-1.20. Repayment and Civil Penalties

All money recovered by payment of the charge or assessment or civil penalty, including any interest thereon, shall be credited to the General Fund.

SECTION A-1.21. Foreclosure.

For any such expenditures and interest, suit may be instituted and foreclosure had in the name of the City of Big Spring. A certified copy of the lien and billing statements shall be prima facie proof of the amount expended in any such work.

ARTICLE A-2. MINIMUM STANDARDS FOR STRUCTURES

~~SECTION 2.01. Reserved.~~

~~SECTION 2.02. Reserved.~~

~~SECTION 2.03. Reserved.~~

~~SECTION 2.04. Reserved.~~

~~SECTION 2.05. Structures.~~

SECTION A-2.05. Structures, Minimum Standards.

The minimum standards for structures in the City of Big Spring shall be the Building Codes.

SUBCHAPTER B. SANITATION AND EXTERIOR PREMISES ADMINISTRATIVE HEARINGS

ARTICLE B-3. PREMISES, NON-STRUCTURE

SECTION B-3.01. GENERALLY.

The provisions of Subchapter A apply to this Subchapter. The provisions of Subchapter C do not apply to this Subchapter.

SECTION B-3.02. APPLICABILITY.

For the purposes of this Chapter, “SEPROs” arising from the following are governed by this Subchapter B:

- (a) Orders and appeals relating to Chapter 342, Texas Health and Safety Code;
- (b) Orders and appeals relating to: those certain parts of Big Spring City Code Section 36-1 adopting the Property Maintenance Code of Big Spring, being the following sections: 302.1 (sanitation, exterior property and premises), 302.1.1 (stagnant water), 302.4 (weeds), 302.4.1 (defense, weeds), 302.4.2 (dangerous weeds), 302.5 (rodent harborage), 308.1 (accumulation of rubbish or garbage),

- 308.1.1 (accumulation of carrion and filth), 308.2 (disposal of rubbish), 308.2.1 (rubbish storage facilities), 308.2.2 (refrigerators), 308.3 (disposal of garbage), 308.3.1 (garbage facilities), 308.3.2 (containers); 309.1 (infestation), 309.2 (owner, pest elimination), 309.3 (single occupant, pest elimination), 309.4 (multiple occupancy, pest elimination), and 309.5 (occupancy, pest elimination);
- (c) Big Spring City Code Article III, Chapter 36 (Vermin Control); and
- (d) Big Spring City Code Article III, Chapter 44 (Illegal Dumping and Litter Control).

SECTION B-3.03. NOTICE

- (a) If the owner of property in the City does not comply with any SEPRO within seven (7) days of notice of a violation; an administrative hearing shall be conducted. Such an administrative hearing should be conducted not later than the 62nd day after the date of the notice of violation.
- (b) The notice must be given:
 - (1) personally to the owner in writing;
 - (2) by letter addressed to the owner at the owner's address as recorded in the appraisal district; or
 - (3) if personal service cannot be obtained:
 - (A) by publication at least once;
 - (B) by posting the notice on or near the front door of each building on the property to which the violation relates; or
 - (C) by posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates.
- (c) If the City mails a notice to a property owner in accordance with Subsection (b), and the United States Postal Service returns the notice as "refused," "unclaimed," or "addressee not at address," the validity of the notice is not affected, and the notice is considered as delivered.
- (d) In a notice provided under this section, the City may inform the owner that if the owner commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the City without further notice may correct the violation at the owner's expense and assess the expense against the property. If a violation covered by a notice under this subsection occurs within the one-year period, and the City has not been informed in writing by the owner of an ownership change, then the City without notice may take any action permitted by Subsections (a)(1) and (2) and assess its expenses as provided by Section B-308.

SECTION B-3.04. SUMMARY ABATEMENT OF WEEDS HIGHER THAN 48 INCHES AND DANGEROUS WEEDS.

- (a) The City may abate, without notice, weeds that:
 - (1) have grown higher than 48 inches; and

- (2) are an immediate danger to the health, life, or safety of any person or constitute a “dangerous weed” under a City ordinance.
- (b) Not later than the 10th day after the date the municipality abates weeds under this section, the municipality shall give notice to the property owner in the manner required by Section B-3.03.
- (c) The notice shall contain:
 - (1) an identification, which is not required to be a legal description, of the property;
 - (2) a description of the violations of the ordinance that occurred on the property;
 - (3) a statement that the City of Big Spring abated the weeds; and
 - (4) an explanation of the property owner’s right to request an administrative hearing about the municipality’s abatement of the weeds.
- (d) An administrative hearing shall be conducted on the abatement of weeds under this section if, not later than the 30th day after the date of the abatement of the weeds, the property owner files with the City Secretary a written request for a hearing.
- (e) The City shall assess expenses and create liens under this section as it assesses expenses and creates liens under Section B-3.08. A lien created under this section is subject to the same conditions as a lien created under Section B-3.08.
- (f) A civil penalty shall not be assessed under this section.

SECTION B-3.05. ADMINISTRATIVE HEARING

- (a) An administrative hearing conducted under this Subchapter shall be conducted not later than the 62nd day after the date a request for a hearing is filed. The owner may testify or present any witnesses or written information relating to the municipality’s abatement of the weeds.
- (b) The Hearing Officer of the administrative hearing shall be conducted by the City Manager or a person designated by the City Manager.
- (c) The Hearing Officer may find the violation true or not true.
- (d) The decision of the Hearing Officer is the final order of the City.
- (e) Any interested party, including the city attorney, is entitled to present evidence at the hearing.

SECTION B-3.06. WORK BY CITY

Upon a finding of true at the administrative hearing, the Hearing Officer may order that the City shall:

- (a) do the work or make the improvements required; and
- (b) pay for the work done or improvements made and charge the expenses to the owner of the property.

SECTION B-3.07. CIVIL PENALTY

If the Hearing Officer issues the order under Section B-3.06, the Hearing Officer may assess a civil penalty against the real estate on which the work is done or improvements made. The maximum of the civil penalty shall be 25% of the City's costs under Section B-3.06 or less, not to exceed \$1,000.00. The civil penalty is intended to fully compensate the City for its expenses including time and labor, and to deter property owners from resorting to the City for routine maintenance of property.

SECTION B-3.08. ASSESSMENT OF EXPENSES, LIEN.

- (a) The City's expenses incurred under shall be assessed against the real estate on which the work is done or improvements made.
- (b) To obtain a lien against the property, the Mayor, or municipal official designated by the Mayor must file a statement of expenses with the Howard County Clerk. The lien statement must state the name of the owner, if known, and the legal description of the property. A signature on a lien statement may be a facsimile signature as defined by Section 618.002, Texas Government Code. The lien attaches upon the filing of the lien statement with the County Clerk.
- (c) The lien obtained by the City is security for the expenditures made, and interest accruing at the rate of 10 percent on the amount due from the date of payment by the municipality, plus the civil penalty, if any.
- (d) The lien is inferior only to:
 - (1) tax liens; and
 - (2) liens for street improvements.
- (f) City Council may authorize a suit for foreclosure in the name of the City to recover the expenditures and interest due.
- (g) The statement of expenses or a certified copy of the statement is prima facie proof of the expenses incurred by the municipality in doing the work or making the improvements.
- (h) City Council may authorize foreclosure of a lien on property under this subchapter in a proceeding relating to the property brought under Subchapter E, Chapter 33, Texas Tax Code.

SECTION B-3.09. APPEALS.

Appeals from a final decision under this Article shall be filed within thirty (30) days with a State District Court sitting in Howard County, Texas.

SUBCHAPTER C. SUBSTANDARD STRUCTURES

ARTICLE C-4. - ADMINISTRATION

SECTION C-4.01. OTHER SUBCHAPTERS

The provisions of Subchapter A apply to this Subchapter. The provisions of Subchapter B do not apply to this Subchapter.

SECTION C-4.02. OTHER SUBCHAPTERS

The notice, conduct of proceedings, permissible orders, penalties, and judicial review are the City's alternative adjudication process under Local Government Code Section 54.043.

SECTION C-4.03. SUBSTANDARD STRUCTURES.

Any structure or portion thereof, which fails to meet the requirements of the minimum standards is substandard and shall be abated in accordance with the procedures specified in this Chapter.

SECTION C-4.04. AUTHORITY.

The Building Official, or his designee, are hereby authorized and directed to administer and enforce all of the provisions of this Chapter and the Building Codes.

ARTICLE C-7. – NOTICES

SECTION C-7.01. - COMMENCEMENT OF PROCEEDINGS; NOTICE, METHOD, PROOF OF SERVICE.

...

ARTICLE C-8. – HEARINGS

SECTION C-8.01. - GENERAL.

Before any order is issued by the Hearing Board or any work is performed by the Building Official on any building or part thereof which is in violation of this Chapter, except under Section C-8.05 dealing with emergency remedies, there shall first be a hearing conducted by the Hearing Board.

SECTION C-8.02. - STANDARDS OF THE HEARING BOARD.

The following standards shall be followed by the Hearing Board in ordering the repair, vacation, relocation of occupants, demolition or removal of a structure: the Building Codes.

- (a) If the Hearing Board finds that the structure is in violation, then the Hearing Board shall require the owner, lien holder, or mortgagee of the building to, within thirty (30) days:
1. Secure the structure from unauthorized entry; or
 2. Repair, remove or demolish the structure within thirty (30) days, unless the owner or lien holder establishes at the hearing that the work cannot be reasonably performed within thirty (30) days.
 3. If the owner establishes that the work cannot be reasonably completed in thirty (30) days and the Hearing Board determines that additional time is necessary, the Hearing Board shall establish specific time schedules for the commencement and performance of the work and shall require the owner, lien holder or mortgagee to secure the property in a reasonable manner from unauthorized entry while the work is being performed.
 4. Unless legally required otherwise, the Hearing Board shall not allow an owner, lien holder or mortgagee more than ninety (90) days to repair, remove or demolish the structure or fully perform all work required to comply with the order unless the owner, lien holder or mortgagee:
 - A. Submits a detailed plan and time schedule for the work at the hearing; and
 - B. Establishes at the hearing that the work cannot reasonably be completed within ninety (90) days because of the scope and complexity of the work.
 5. If the Hearing Board allows the owner, lien holder, or mortgagee more than ninety (90) days to complete any part of the work required to repair, remove or demolish the structure, the Hearing Board shall require the owner, lien holder, or mortgagee to regularly submit progress reports to the Building Inspector to demonstrate that the owner, lien holder, or mortgagee has complied with the time schedules established for commencement and performance of the work. The order may require that the owner, lien holder or mortgagee appear before the Building Official to demonstrate compliance with the time schedules.
 6. In the public hearing to determine whether a structure complies with the standards set out in the Chapter, the owner, lien holder or mortgagee has the burden of proof 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, and the City has the burden of proof for other matters.
- (b) The Hearing Board may issue an immediate order to vacate the property, to secure the property from entry, or to set hearing dates. All other orders of the Hearing Board under this section are preliminary until the order becomes final.

SECTION C-8.03. - RIGHT TO APPEAL.

Any person affected by any order may seek to appeal the order within thirty (30) days, to ~~the~~ a State District Court sitting in Howard County, for relief and upon failure to do so within such period of time, or upon final adjudication in a State court in favor of the City, such order shall be final.

SECTION C-8.04. - FINDINGS OF FACT.

...

SECTION C-8.05. - EMERGENCY ABATEMENT.

...

ARTICLE C-9. - PROCEDURES FOR CONDUCTING MEETING

...

SECTION C-9.01. - RECORD; OATHS, CERTIFICATION; REASONABLE DISPATCH.

...

SECTION C-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.

SECTION C-9.03. - HEARING; FORM OF DECISION; EFFECTIVE DATE OF DECISION.

...

SECTION C-9.04. - FILING AND DELIVERY OF ORDER.

...

ARTICLE C-10. – ENFORCEMENT

SECTION C-10.01. - GENERAL; FAILURE TO OBEY ORDER; POSTING.

...

SECTION C-10.02. - REPAIRS BY CITY.

...

SECTION C-10.03. - CIVIL PENALTIES.

...

SECTION C-10.04. - INTERFERENCE WITH WORK PROHIBITED.

...

SECTION C-10.05. - VIOLATIONS.

...

SECTION C-10.06. - HEARING BOARD AUTHORITY.

...

ARTICLE C-11. - PERFORMANCE OF REPAIR, DEMOLITION AND OTHER WORK

SECTION C-11.01. - PROCEDURE.

...

ARTICLE C-12. - RECOVERY OF CIVIL PENALTIES, COST OF REPAIR, DEMOLITION
OR OTHER WORK

SECTION C-12.01. - ACCOUNT OF EXPENSE, FILING OF STATEMENT.

...

SECTION 12.02. - LIEN OF ASSESSMENT.

...

~~SECTION 12.03. - FORECLOSURE.~~

~~For any such expenditures and interest, suit may be instituted and foreclosure had in the name of the City of Big Spring. A certified copy of the lien and billing statements shall be prima facie proof of the amount expended in any such work.~~

~~SECTION C 12.04. -- REPAYMENT.~~

~~All money recovered by payment of the charge or assessment, including any interest thereon, or from the sale of the property at foreclosure sale shall be paid to the Building Inspector who shall credit the same to the General Fund.~~

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

SECTION 2. Should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the reminder of this ordinance shall not be affected thereby.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. This Ordinance shall take effect after passage in accordance with the provisions of the Charter of the City of Big Spring on April 3, 2023, and it is accordingly so ordained.

PASSED AND APPROVED on first 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.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 28th 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

AMENDMENT

The City Council of Big Spring amends the ordinance renaming the Structural Standards Ordinance the Structural Standards and Nuisance Abatement Ordinance, and Amending the ordinance in the agenda of March 28, 2023.

Amend Section 2 of the ordinance in part as follows:

...

STRUCTURAL STANDARDS AND NUISANCE ABATEMENT ORDINANCE

...

SECTION B-3.05. ADMINISTRATIVE HEARING

(a) ~~An administrative hearing conducted under this Subchapter shall be conducted not later than the 62nd day after the date a request for a hearing is filed. The owner may testify or present any witnesses or written information relating to the municipality's abatement of the weeds.~~

~~(b)~~ The Hearing Officer of the administrative hearing shall be conducted by the City Manager or a person designated by the City Manager.

~~(b)~~ The Hearing Officer may find the violation true or not true.

~~(c)~~ The decision of the Hearing Officer is the final order of the City.

~~(d)~~ Any interested party, including the city attorney, is entitled to present evidence at the hearing.

(e) The Hearing Officer has the discretion to enter a summary finding of not true without holding a hearing. Such a finding is automatically filed as an appeal pursuant to Section B-3.09.

...

SECTION B-3.09. APPEALS

Appeals from a final decision under this Subchapter shall be filed within thirty (30) days and shall be heard de novo by the Mayor as Appellate Officer ~~with a State District Court sitting in Howard County, Texas. The Appellate Officer will schedule the hearing. The filing of an appeal stays the decision until such time as the appeal is heard and decided. The decision of the Appellate Officer shall be the final order of the City and upon a finding of true the Appellate Officer may order the same remedies as the Hearing Officer under Sections B-3.06, B-3.07, and B-3.08.~~

...

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 46 OF THE BIG SPRING CITY CODE OF ORDINANCES ENTITLED “STREETS, SIDEWALKS, AND OTHER PLACES”, ARTICLE V ENTITLED “STREET NAMES AND BUILDING NUMBERS”, DIVISION 2 ENTITLED “RENAMING STREETS”, SECTION 46-235 ENTITLED “PURPOSE; APPLICATION AND REVIEW OF NAME CHANGE; CRITERIA FOR STREET NAMES”; TO NOT REQUIRE A HEARING BEFORE THE TRAFFIC COMMISSION; AND TO REQUIRE A HEARING BEFORE THE PLANNING AND ZONING COMMISSION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring is a Texas home rule municipality and the City Council of Big Spring intends to exercise its home rule authority to create fair and reasonable procedures for street name changes while fully respecting the rights of all members of the public; and

WHEREAS, City Council finds it advisable to adopt the change in this ordinance;

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

SECTION 1. The Big Spring City Code, Chapter 46 entitled “Streets, Sidewalks, and Other Places,” Article V, entitled "Street Names and Building Numbers," Division 2, entitled “Renaming Streets,” Section 46-235 entitled "Purpose; application and review of name change; criteria for street names" is hereby amended to read as follows:

DIVISION 2. - RENAMING STREETS

Sec. 46-235. - Purpose; application and review of name change; criteria for street names.

(a) *Purpose.* The purpose of this section is to establish uniform criteria and procedures, applicable to all persons, groups, firms, and agencies, for the permanent change of city street names.

(b) *Application for name change.* An application to change a street name may be filed with the city public works department and must be accompanied by a petition ~~approving~~ requesting the proposed name change signed by more than 75 percent of the owners of land ~~abutting~~ whose physical address is located on the street for which a name change is proposed. The application should contain the following information:

- (1) The current official street name;
- (2) The proposed street name, which shall meet the policy guidelines of this division;
- (3) Detailed description of the reason for the requested street name change, including discussion of major contributions of the individual or entity to the community of Big Spring;
- (4) The name, address, e-mail address and telephone number of the person, persons, corporation, association, group or entity proposing the name change;
- (5) The name, address, e-mail address and telephone number of one person with authority to represent binding commitments and take official action relative to such street name change on behalf of the proponents;
- (6) A nonrefundable application fee in the amount established in chapter 22 to cover the administrative cost of review, postage, advertisement and name change filing expenses, as well as the amount established in chapter 22 per property requiring an address change to cover the cost of changes to any street name or address signs to be deposited with the public works department.

(c) *Review of proposed name change.* Following receipt of a completed application, the city ~~traffic commission~~ public works department will review the application and forward a recommendation to the planning and zoning commission. The planning and zoning commission shall conduct a public hearing to receive public comment on the proposed change, which hearing shall be held not more than ~~90~~ 30 days from the date of filing of the application. The public works department shall notify all ~~abutting property~~ owners of land whose physical address is located on the street for which a name change is proposed of the time and date of such public hearing. Written notices of such public hearing shall be given not less than ten days before the day set for such hearing. Prior to the hearing, the public works department shall compute the costs of changing street name signs and such costs shall be paid by the proponent(s) ~~through the \$25.00 per property charge described above.~~ Following the public hearing, the planning and zoning commission shall make a recommendation with regard to the proposed change to the city council. If the planning and zoning commission does not recommends approval ~~denial~~ of a street name change, the action of the planning and zoning commission can be appealed to the city council at the earliest next regularly scheduled meeting. ~~after the hearing at which the denial was made.~~ The request for appeal must be in writing and must be submitted to the public works department within ten calendar days following the planning and zoning commission denial. ~~The city community services department shall schedule a city council hearing on all applications for street name change in which the commission recommends approval and in all applications in which the commission recommends denial if an appeal is requested in accordance with this section.~~ The authority of the planning and zoning commission under this subsection is non-zoning in nature.

(d) *Consideration by city council.* The city council shall consider the recommendation of the planning and zoning commission and shall hold a public hearing ~~may be requested~~. A notice of the time and place of such hearing shall be published in accordance with this Code and the Texas Open Meetings Act. The favorable vote of the majority of the city council is required for approval of the application.

(e) *Implementation of approved change.* In the event that the city council approves the change to the street name, the public works department shall revise the official street name map, and notify ~~abutting~~ affected property owners, all affected county, USPS, state and federal agencies of the effective date of the new name for the street. ~~In the event that the city council denies the name change, \$25.00 per property payment of the street name signs shall be refunded to the proponents not more than 30 days from the decision.~~

(f) *Street name changes.* Criteria for street name changes must conform to the following:

(1) *Streets named in honor or memory of a person.* Streets that are currently named in honor or memory of a person are not eligible for street name changes.

(2) *Subsequent name changes.* Streets that have experienced a name change are not eligible for additional or further street name changes for a period of no less than 20 years.

(3) *Major arterial (thoroughfares) and major collector streets.* Major arterial (thoroughfares) and major collector streets are not eligible for street name changes unless such street name change meets the unanimous consent of the ~~city traffic commission~~, the city planning and zoning commission and the city council.

(4) *Street name changes in honor of a business.* Street name changes in honor of a business are not eligible, with the exception of a business that meets all of the following criteria:

a. Business has operated in the same location for not less than 35 consecutive years; and

b. Business has operated under the same name for not less than 35 consecutive years.

(Prior Code, § 17-50; Ord. of 10-14-1997)

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

SECTION 2. Should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. This Ordinance shall take effect immediately after passage in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first 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.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **28th** 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



MEMORANDUM

Date: 03/28/2023
To: Mayor and City Council
Todd Darden, City Manager
From: Hayley Lewis, Community Services Director
Subject: Aquatic Center AstroTurf

The Russ McEwen Family Aquatic Center requested during the 2022-2023 budget season to replace the middle island in the lazy river with astroturf for a lower maintenance and more aesthetic look. We received three bids.

Recommendation: City Staff respectfully recommends City Council accept the bid from Alldredge Gardens for \$19,116.90.

Playgrounds Etc	\$37,982.00
Alldredge Gardens	\$19,116.90
Johansen's Nursey	\$29,245.30

City of Big Spring

Purchasing and Material Control

Memorandum

To: Honorable Mayor, City Council, City Manager

From: Albert Belez, Purchasing Agent

Date: March 17, 2023

Subject: Request approval to purchase manufactured home for Moss Lake

On Friday, February 17, 2023 at the request of the staff at Moss Creek Lake, the City of Big Spring's Purchasing department sought out pricing and availability of manufactured home for Moss Lake. The Purchasing department sent out 4 (four) bid packets and received 1 (one) formal response. The quote submitted by Oak Creek Homes of Midland, TX in the amount of \$130,000 was the only formal quote received. A bid tabulation has been formulated and is attached to this memo for your review.

Recommendation: City staff would like to respectfully request that the Council accept the quote from Oak Creek Homes and proceed with the purchase of the manufactured home.

Note: It is also important to note that the quoted mobile home is currently available. The formal quote is for a 1,312 square foot home. The quote also includes delivery and setup. It also includes all appliances and meets the requested specifications. Currently, an amount of \$75,000 has been approved. In order to purchase this home, there would need to be an increase in budget in the amount of \$55,000.

Mobile Home for Moss Creek Lake

VENDOR	LOCATION	PRICE
Titan Homes	Midland, TX	No response
Palm Harbor Homes	Midland, TX	No response
Oak Creek Homes	Midland, TX	\$130,000
A-1 Mobile Homes	Midland, TX	No response



City of Big Spring

Purchasing and Material Control

Memorandum

To: Honorable Mayor, City Council, City Manager

From: Albert Belez, Purchasing Agent

Date: March 21, 2023

Subject: Request approval to purchase of 3-30 Yard Recycle Containers

On Tuesday, March 7, 2023 at the request of the Public Works Director the City of Big Spring's Purchasing department sought out pricing and availability of 3 (three)-30 yard recycle containers. The Purchasing department received pricing from Roll Offs USA. The price of each container is \$9,390 per container. The total for 3 (three) 30- yard containers would be at a cost of \$28,170. The quoted price does include delivery.

Note: The submitted quotes from Roll Offs USA reflects a Buyboard cooperative price. It is also important to note, that due to the price of material, the quote is only good for 30 days.



COMMUNITY SERVICES MEMORANDUM

Date: 03/28/2023
To: Mayor and City Council
Todd Darden, City Manager
From: Hayley Lewis, Community Services Director
Subject: Event Funding Request

We are respectfully requesting City Council approve the staff recommendation of \$12,000 for event funding for the Southwest Hoops Big Spring Classic hosted by YMCA/Southwest Hoops to take place at the YMCA/Big Spring ISD Gyms on April 21-23, 2023 and May 19-21, 2023. This is the fifth time and final time Southwest Hoops may request funds from the CVB and they bring in around 280 hotel rooms.

This event meets the stipulations required by THLA to receive HOT funds and will be funded by the Convention and Visitors Bureau Event Funding budget.

If approved, the event funding budget will have a balance of \$41,950 for the remainder of the fiscal year.

CVB Event Funding - Cover Sheet

Event:	Big Spring Classic
Event Date:	04/21-23 & 05/19-21/2023
Sponsoring Organization:	Southwest Hoops
Date Request Received:	3/3/2023
Amount Requested:	\$12,000.00
Staff Recommendation	\$12,000.00
Action:	
Estimated Hotel Rooms on Application	280
Hotel Rooms from Previous Year	300

5 Year Requests

Date Requested	Event Date	\$ Funded	Follow-up	Profit/Loss	Hotel Rooms
4/4/2018	4/21-22 & 05/04-05/2018	\$8,000.00	9/5/2018	\$123.14	110
3/6/2019	03/22-24 & 05/18-19/19	\$8,000.00	9/4/2019	-\$874.53	115
3/4/2020	04/3-5 & 5/15-17/2020	Check	was	returned	n/a
4/7/2021	4/30-5/1; 6/19-20 & 6/25-27	\$18,000.00	9/29/2021	\$0.00	420
11/3/2021	4/29-5/1/2022 & 6/17-19/2022	\$12,000.00	10/21/2022	\$0.00	300
3/3/2023	04/21-23 & 05/19-21/2023				

Previous Requests

Date Requested	Event Date	\$ Funded	Date Approved	Follow-up	Profit/Loss



Application

Date: 3/3/2023

Organization Information

Name of Organization: Southwest Hoops

Address: 801 Owens Street, Big Spring, TX 79720

Contact Name: Dathan Jones

Contact Phone Number: 432-254-9949

Contact Email: Jones_dathan@yahoo.com

Second Contact Name: Cory Lusk

Second Contact Email: _____

Second Contact Phone Number: 806-201-2777

Web Site Address for Event or Sponsoring Entity: southwesthoops.yolasite.com

Non-Profit or For-Profit status: non-profit Tax ID #: _____

Purpose of your organization: The purpose is to give the youth the opportunity to play a sport that they have invested time and work in, and bringing teams together from west Texas.

Event Information

Name of Event: The Southwest Hoops Big Spring Classics

Date of Event: 04/21-23/2023 and 05/19-21/2023

Primary Location of Event: Big Spring YMCA and BSISD Gyms

THLA Event Funding Formula:

of Hotel Rooms 280 X \$150(amount per room)=\$ 42,000 X %50 of Hotel Revenue=

\$21,000

Outside of Howard County Advertising: \$ N/A

Total Amount Requested: \$ 12,000



How will the funds be used: Funds will be used to pay facility usage for both events, pay staff to keep facility clean, buy equipment (basketballs, rims, backboards, nets, tables, whistles, medals, chairs)

Description of Activities Planned (include schedule of events, samples of posters, flyers, ads, etc.)Both events include 3 days of fully scheduled games for boys and girls teams. Ages range from 8-18.

Questions for All Funding Request Categories:

1. How many years have you held this Event 6

2. Expected Attendance: 600 per event

3. How many people attending the Event will use Big Spring hotels? 400 per event

Number of nights the visitors will stay (approximate): 2 nights per event

4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: No.

5. Will you negotiate a special rate or hotel/event package to attract overnight stays? Yes

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? Survey of Hoteliers.

7. Please list other organization, government entities, and grants that have offered financial support to your project: none.

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used? N/a



9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Local:

Out of Area:

Newspaper: <u>Big Spring Herald</u>	Social Media
Radio: <u>Lubbock Areas</u>	emails to coaches
Tv:	
Other Paid Advertising:	

Number of Press Releases to Media 2

Number Direct Mailings to out-of-town recipients emails sent to 175 coaches

Other Promotions _____

10. Will you include a link to the CVB or other source on your promotional handouts and in your website? Yes

11. What new marketing initiatives will you utilize to promote hotel and convention activity for this event? Also include any marketing outside of Howard County. Meeting with Local Hotel and Restaurant Managers

This event is: ☒ Regional ☒ Statewide ___ National ___ International

Does this event fall under the Texas Hotel Lodging Two Part Test:

1. Heads in Beds?

a. Yes

b. No

___ Convention Centers/Visitor Information Center ___ Registration of Convention Delegates

___ Advertising ___ Promotions of Arts ___ Historical Restoration or Preservation ___ Sporting Events

___ Transportation ___ Signage

I have read and I understand the requirements of the Convention and Visitors Bureau event funding application. I understand that failure to submit a follow up report within 90 days could possibly result in my event not receiving funds in the following year. _____Initial

Signature

Date

Printed Name

Pre Event

REVENUE:

Start up Revenue (from previous proceeds, other sponsors, etc.)

Please list all sponsors individually

Projected

N	A
---	---

N/A

N/A

Total Projected Revenue

\$ N/A

\$ N/A

EXPENSES:

Cleaning supplies / Cleaning Staff
Facility usage
equipment: Balls, goals,
tables, chairs, net, whistles
medals, ref shirts.

4000

3 day per event

4000

3 days per event

4000

3 day per event

\$12,000

\$

Projected Profit (Loss)

\$

\$

Southwest Hoops Tournament Budget 2023

Southwest Hoops Tournament	
YMCA	
Dates	April 21-23, 2023
	May 19-21, 2023
Budget has 2 events included	

Budget	
Total Tournaments	Three
Facility Expense	\$ 4,000
Custodian Expense	\$ 4,000
Equipment Expense	\$ 4,000
TOTAL EXPENSES	\$12,000.00

Estimated Teams per event	75
Estimated Hotel Rooms per event	280
Funding Formula	$280 \times \$150 \times 50\% \text{ revenue} = \$21,000$
Projected Amount	\$21,000
Total Budget asking for	\$12,000.00

Event Funding March 28, 2023

Event	Hotel Rooms	\$150	50% of Hotel Revenue	Advertising	Total	Requesting	Staff Recommendation
Southwest Hoops Big Spring Classic	280	\$42,000.00	\$21,000.00	\$0.00	\$21,000.00	\$12,000.00	\$12,000.00
				Event Funding:	Advertising:		
				\$12,000.00	\$0.00		
Event Funding Cap							
300+ room nights	\$	25,000.00					
200-300	\$	20,000.00					
150-200	\$	17,000.00					
100-150	\$	15,000.00					
75-100	\$	10,000.00					
50-75	\$	7,000.00					
25-50	\$	5,000.00					
11 to 25	\$	2,500.00					
Less than 10	\$	1,000.00					

Event	Received	Event Date	Decision Date	Requested	Total Amount Approved	Event Funding	Advertising	Follow Up	Hotel Rooms
Oktoberfest	8/9/2022	10/22/2022	10/11/2022	\$13,000.00	\$12,800.00	\$7,800.00	\$5,000.00	10/31/2022	94
Crossroads Comic and Toy Show	9/22/2022	10/22-23/2022	10/11/2022	\$3,000.00	\$2,000.00	\$1,500.00	\$500.00		
Together Trail Race	1/17/2023	2/11/2023	1/24/2023	\$2,550.00	\$2,500.00	\$750.00	\$1,750.00	3/6/2023	9
Texas Junior Disc Open	2/2/2023	6/24-25/2023	2/14/2023	\$3,750.00	\$3,750.00	\$3,750.00			
Southwest Hoops Big Spring Classic	3/3/2023	04/21-23 & 05/19-21/2023	3/28/2023	\$12,000.00					

\$34,300.00 \$21,050.00 \$13,800.00 \$7,250.00

Totals:

2021-2022 Event Funding Budget \$75,000.00

Total Funded YTD \$21,050.00

Available Balance \$53,950.00

Requested This Month \$12,000.00

Pending Balance \$41,950.00

Staff Recommendation \$12,000.00

Pending Balance using Staff Recommendation \$41,950.00

Potential Events	Received	Event date	Amount Funded	Hotel Rooms
A Joyful Season	10/26/2021	4/30-5/1/2022 & 11/5-6/2022	\$2,500.00	40
Coach Roy Training/ACES	5/10/2022	06/02-05/2022	\$7,000.00	32
Pops in the Park	6/28/2022	7/3/2022	\$3,000.00	40

\$12,500.00

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE SUBDIVISION ORDINANCE OF THE CITY OF BIG SPRING, ARTICLE IV "STANDARDS, SPECIFICATIONS, AND OTHER PROVISIONS", SECTION 8 ENTITLED "SIDEWALKS", BY REQUIRING SIDEWALKS TO HAVE A MINIMUM WIDTH OF FIVE FEET, REQUIRING THAT NEW SIDEWALKS BE INSTALLED AS A CONDITION OF A CERTIFICATE OF OCCUPANCY WITH CERTAIN EXCEPTIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS the City Council finds that the public health, safety, and general welfare will best be served by amendin the Subidvision regulations as follows;

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

SECTION 1. The Subdivision Ordinance of the City of Big Spring, Article IV entitled, "Standards, Specifications, and Other Provisions," Section 8, entitled "Sidewalks," shall hereby be amended to read in its entirety as follows:

Subdivision Ordinance of Big Spring
Article IV – “Standards, Specifications, and Other Provisions”

SECTION 8. - SIDEWALKS.

- A. Sidewalks are required, ~~T~~they shall be ~~set~~ installed at a grade of ¼" per foot for five (5) feet above top of curb elevation and shall be located one (1) foot inside the dedicated right-of-way line and be situated wholly within the dedicated right-of-way.
- B. Sidewalks ~~within right-of-way abutting business properties~~ shall have a minimum width of five (5) feet, ~~residential sidewalks shall have a minimum width of four (4) feet.~~
- C. Parkways, where applicable, shall be excavated or filled to a grade of ¼" per one (1) foot for five (5) feet from top of curb elevation. Landing walks of a width not less than eighteen (18) inches may be installed abutting the rear of curb.
- D. Sidewalks shall be constructed according to the City of Big Spring construction standards and are required to be constructed and in place prior to issuance of a Certificate of Occupancy ~~for a new building or when fifty (50) percent valuation is added through permitted remodeling or add-on construction~~, subject to the exceptions listed in Subsections F and G.

E. Construction of handicap ramps are required to be in conformance with federal and state minimum standards.

F. Sidewalks shall not be required in any of the following cases:

- (i) If it is apparent that the strict application of requiring sidewalk would result in discontinuous strips of concrete thereby serving as a detriment rather than a community asset; or
- (ii) If curb and gutter is not present and the addition of sidewalks will impede drainage.

G. New sidewalk shall substantially match the location of existing sidewalk in the city's right-of-way. A transition from a sidewalk narrower than five feet shall begin on the portion of city right-of-way adjacent to the required new sidewalk. Said transition shall include a gentle widening from the existing sidewalk into the new five-foot portion for a length not to exceed twenty (20) feet.

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

SECTION 2. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

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

SECTION 4. The City Secretary is hereby ordered and directed to cause the descriptive caption, as well as the penalties for violation of this ordinance to be published as provided by law.

SECTION 5. This Ordinance shall take effect immediately after passage in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **28th** day of **March, 2023** with all members of the Council voting "aye" for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **11th** day of **April, 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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 038-2022 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 BY INCREASING THE SANITATION ENTERPRISE FUND BUDGET FOR THE PURPOSE OF THE PURCHASE OF THREE 30 YARD ROLL-OFF CONTAINERS FOR THE CARDBOARD RECYCLING PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2022-23 budget for the City of Big Spring, Texas on September 27, 2022 (“Budget”); and

WHEREAS the cost of the 30-yard roll-off containers was higher than the original budget estimate.

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

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

SECTION 1. The Sanitation Enterprise Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 is hereby increased by the amount of \$30,000.00 to the capital expense account number 445-025-330-6312, and a transfer of \$10,000.00 from account 445-025-330-5128 Utilities, making the net increase to the budget of \$20,000 for the purpose of purchasing three 30 yard roll-off containers for the cardboard recycling project. The net increase will be funded through the fund balance.

SECTION 2. The remaining portions of Ordinance Number 038-2022 shall remain in full force and effect.

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

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

SECTION 5. The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 6. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **28th** day of **March, 2023** with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **11th** day of **April, 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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 038-2022 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 BY INCREASING THE GENERAL FUND BUDGET FOR THE PURPOSE OF PURCHASING HUD CODE MANUFACTURED HOME FOR MOSS LAKE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2022-23 budget for the City of Big Spring, Texas on September 27, 2022 (“Budget”); and

WHEREAS the cost of the HUD Code Manufactured Home was higher than the original budget estimate.

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

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

SECTION 1. The General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 is hereby increased by the amount of \$55,000.00 to the capital expense account number 002-027-410-6200, for the purpose of purchasing a HUD Code Manufactured Home for Moss Lake. The net increase will be funded through the fund balance.

SECTION 2. The remaining portions of Ordinance Number 038-2022 shall remain in full force and effect.

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

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

SECTION 5. The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 6. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **28th** day of **March, 2023** with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **11th** day of **April, 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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 038-2022 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 BY INCREASING THE GENERAL FUND BUDGET FOR THE PURPOSE OF BUILDING A SPLASH PAD AT BERT ANDRIES PARK; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2022-23 budget for the City of Big Spring, Texas on September 27, 2022 (“Budget”); and

WHEREAS the City received donations from the Broughton Foundation and Star Dodge to build a splash pad at Bert Andries Park and was not included in the original budge; and

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

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

SECTION 1. The General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 is hereby increased by the amount of \$142,500.00 to the capital expense account number 002-027-370-6226, for the purpose of building a splash pad at Bert Andries Park. The net increase will be funded through the donations from the Broughton Foundation and Star Dodge.

SECTION 2. The remaining portions of Ordinance Number 038-2022 shall remain in full force and effect.

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

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

SECTION 5. The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 6. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **28th** day of **March, 2023** with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **11th** day of **April, 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