



CITY COUNCIL REGULAR AGENDA

Tuesday, May 23, 2023

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, May 23, 2023, at 5:30 PM at the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas. **We welcome the public to attend the meeting via telecommunication. Citizens will be able to view the City Council Meeting on Our Local Channel 17 through Suddenlink or on Our Website <http://mybigspring.com/224/Channel-17-Live>.**

CITY COUNCIL MEETING ETIQUETTE

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

Thank you!

Open Session

- | | |
|---|-------|
| 1. Call to Order | Moore |
| 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.

4. **Public Comment**

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. PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 1008 E 12TH
STREET, BIG SPRING, TEXAS 79720 - LEGAL
ADDRESS:LT 5 BK 29 COLE&STRAYHORN 50X140 251
AXQ 032206 BLK/TRACT 29 0.161 ACRES - OWNER: TYRA
LENDERMON. | 8-47 | Hagen |
| 6. PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 803
ROSEMONT STREET, BIG SPRING, TEXAS 79720 - LEGAL
ADDRESS: N/2 OF LT 3 & S61 OF LT 4 BK 2 CENTRAL
PARK IRR 1153 0.261 ACRES - OWNER: ESTATE OF M.L
JOHNSON. | 48-87 | Hagen |
| 7. PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 820 W 7TH
STREET, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS:
LT 17 BK 4 CEDAR CREST 50X133.5 917 0.153 ACRES
ACQ 05252017- OWNER: ELISABETH PORTER, MANUEL
LOPEZ JR, ELEANOR LOPEZ, EVE RUMSEY, AND
ESTHER FROMAN | 88-
132 | Hagen |
| 8. PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 910 W 4TH
STREET, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS:
LT 12 BK 2 JONES VALLEY 50X150 528 0.172 ACRES-
OWNER: ROSA G CANTU AND ESTATE OF ADOLFO
CANTU. | 133-
186 | Hagen |
| 9. PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 1603
LEXINGTON STREET, BIG SPRING, TEXAS 79720 - LEGAL
ADDRESS: LT 2 BK 1 WILEY TERRACE 78X115 692
BLK/TRACT 1 0.206 ACRES- OWNER: ROBERT AND EDA
FAYE SCHAAF. | 187-
227 | Hagen |
| 10. PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 703 E 14TH
STREET, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS:
LT 11 BK 11 COLE & STRAYHORN 50X140 451
BLK/TRACT 11 0.161 ACRES ACQ 6192017- OWNER:
SONIA WYRICK AND TERESA HARMON | 228-
256 | Hagen |

- | | | |
|---|---------|-------|
| 11. PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 605 BELL STREET, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS: LTS 9-10 BK 41 ORIGINAL TOWN 00140 0855 ACQ 1012017 1.321 ACRES- OWNER: NORMA C LOPEZ | 257-300 | Hagen |
| 12. PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 609 BELL STREET, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS: LT 8 BK 41 ORIGINAL TOWN 50X140 0854 ACQ 030612 BLK/TRACT 41 0.161 ACRES- OWNER: ROBERT AND EDA FAYE SCHAAF | 301-332 | Hagen |
| 13. PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1206 MAIN STREET, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS: S/2 OF LT 3 & N/2 OF LT 4 BK 6 HATHCOCK HEIGHTS 50X150 145 ACQ 031222018 BLK/TRACT 6 0.172 ACRES- OWNER: FERNANDO HERRERA AND MAYRA GUIRADO | 333-377 | Hagen |

City Manager's Report

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|---|-----|--------|
| 14. City Manager's report on the following items: | 378 | Darden |
| <ul style="list-style-type: none"> • Aquatic Center to Open June 3rd • Update on Large Item Pickup, District 5 • Update on Seal Coating • City Holiday - Memorial Day, May 29th | | |

Consent Items

- | | | |
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| 15. Approval of the City Council Minutes of the Regular Meeting of May 9, 2023. | 379-389 | Davis |
| 16. Acknowledge Receipt of the Planning & Zoning Minutes of the Regular Meeting of April 18, 2023 | 390-391 | Bowles |
| 17. Final Reading of an Ordinance Authorizing Z-22-04, Amending the Big Spring Zoning Ordinance by Rezoning Approximately 5.08 Acres of Land out on N/2 of Section 8, Block 32, T-1-S, T&P RR. Co. Survey, Big Spring, Howard County, Texas, from Agricultural (A) to Single-Family Residential (SF-2), Single-Family Dwelling District; Providing a Savings and Severability Clause; Providing for Repeal of Conflicting Ordinances; Providing for Publication; and | 392-393 | Bowles |

Providing an Effective Date; and Finding and Determining that the Meeting at Which the Ordinance was Discussed was Open to the Public as Required by Law

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|-----|--|---------|-------|
| 18. | Final Reading of an Ordinance Addressing Safety, Efficiency, Coverage, and Budgetary Concerns for the Fire Department, Establishing Classifications and Number of Positions for the Fire Department Pursuant to Section 143.021, Texas Local Government Code; Decreasing the Number of Sworn Fire Department Personnel by Ten (10) from Seventy-Four (74) to Sixty-Four (64) Through Attrition with No Current Positions Being Eliminated; Improving Safety, Efficiency, and Coverage by Consolidating from Five to Four Fire Stations; Providing for Repeal of Conflicting Ordinances; Providing a Severability Clause; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; Providing for Publication; and Providing for an Effective Date | 394-398 | Moore |
|-----|--|---------|-------|

Other Business

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|-----|--|---------|--------|
| 19. | Final Reading of an Ordinance Amending the Big Spring City Code, Chapter 40, "Parks, Recreation, and Cultural Affairs," Article V, "Moss Creek Lake," Section 40-151, "Admission Regulations," to Clarify Moss Creek Lake Fees; to Clarify Moss Creek Lake Rules; to Confirm that Moss Creek Lake May Not be Used as a Permanent Residence Except for the Caretaker, and to Delegate the Authority to Make Policies and Regulations for Moss Creek Lake Not Inconsistent with Article V to the City Manager, and With the City Manager's Permission, to the Public Works Director, Providing for Repeal of Conflicting Ordinances; Providing for a Savings and Severability Clause; Establishing an Effective Date; Providing for Publication; and Finding and Determining that the Meeting at Which the Ordinance was Discussed was Open to the Public as Required by Law | 399-403 | Bowles |
|-----|--|---------|--------|

Vouchers

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|-----|-----------------------|-----------------|----------|
| 20. | Vouchers for 05/11/23 | \$ 763,398.55 | Tompkins |
| | Vouchers for 05/18/23 | \$ 852,382.53 | |
| | Drafts | \$ 1,188,560.45 | |

Bids

- | | | | |
|-----|---|------|--------|
| 21. | Consideration and Possible Action on Awarding a Bid for | 404- | Medina |
|-----|---|------|--------|

Birdwell Park Detention Pond Improvements Project and 405
 Authorizing the City Manager or His Designee to Execute any
 Necessary Documents. This Project Included Repairs and
 Improvements to the Existing Birdwell Park Detention Pond.

New Business

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|-----|--|-------------|----------|
| 22. | Consideration and Possible Action to Accept a Donation from Big Spring Jr. High National Junior Honor Society to the Big Spring Police Department. | 406 | Williams |
| 23. | First Reading of an Ordinance Granting a Partial Ad Valorem Tax Exemption for Tax Year 2023 for the Homestead of any Married or Unmarried Adult; Finding and Determining That the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; Providing for Severability; Providing for Repeal of Conflicting Ordinances; Providing for Publication; and Providing an Effective Date | 407-
408 | S. Smith |
| 24. | 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 Rebuilding of the Detention Pond Dam at Birdwell Park: Providing for Severability; Providing for Publication; and Providing an Effective Date | 409-
410 | Medina |
| 25. | Consideration and Possible Action of a Third Amendment to the Service Agreement with TML Health Benefits Pool (TMLHBP) for Administrative Services for Employee Health Insurance to Reflect TML Health's Fee in Connection with Claims, Items, and Services that are Subject to the No Surprises Act (NSA) and Disputed by a Provider Through the Independent Dispute Resolution Process, to be Paid by Big Spring, to be Governed by its Terms and Conditions Thereby and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 411-
414 | Medina |
| 26. | Consideration and Possible Action on an Engineering Service Agreement with Jacob Martin for Birdwell Liftstation and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 415-
428 | Bowles |
| 27. | Consideration and Possible Action of an Agreement with Spectrum Voip/GDT Providing the City of Big Spring Services to Upgrade the Phone System, Internet and Long-Distance | 429-
433 | Medina |

Phone Services and Authorizing the City Manager or His Designee to Execute any Necessary Documents

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|--|---------|--------|
| 28. Consideration and Possible Action on an Engineering Agreement for Big Spring Wastewater Treatment Plant (WWTP) Grit and Filter Improvement Study and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 434-451 | Bowles |
| 29. Boards & Committees | | Moore |
| a. CRMWD Board of Directors
Term - June 1, 2023 through May 31, 2025
Rick Watkins
Ernie Morgan
Roy Worthy | | Moore |
| b. Zoning Board of Adjustments - Alternate
Jose Olivias - Nominated by Council Member Yanez (Dist. 2) | | Moore |

Council Input

- | | |
|-------------|-------|
| 30. Input | Moore |
| 31. 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, May 19, 2023 at 4:30 p.m.** in accordance with Title 5, Texas Government Code and Chapter 551.

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


Tami L. Davis, City Secretary

THE MEETING FACILITY IS ACCESSIBLE TO DISABLED PERSONS. ANY DISABLED PERSON NEEDING SPECIAL ACCOMMODATION OR A HEARING IMPAIRED PERSON WISHING TO HAVE AN INTERPRETER SHOULD REQUEST SERVICES AT

LEAST 48 HOURS PRIOR TO THE SCHEDULED MEETING BY CONTACTING TAMI DAVIS AT 432-264-2513 OR EMAIL: TDAVIS@MYBIGSPRING.COM.

1008 E 12th St

Code Enforcement Officer: Jacob Leos

Exhibit B-1

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF JACOB LEOS
CONCERNING 1008 E 12th St**

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:

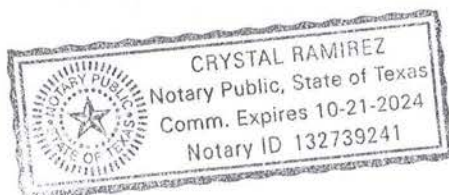
“I am a Code Enforcement Officer for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1008 E 12th 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.”

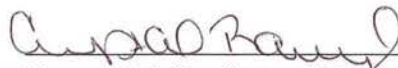
SIGNED on the 16th day of May, 2023.



AFFIANT

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





Notary Public, State of Texas

Exhibit B-2

Property Details

Account

Property ID: 279099 Geographic ID: B2880030000

Type: Real Zoning:

Property Use: Condo:

Location

Situs Address: 1008 E 12TH

Map ID: Mapsco:

Legal Description: LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT 29
0.161 ACRES

Abstract/Subdivision:

Neighborhood: GOLD GOLIAD

Owner ⓘ

Owner ID: 442694

Name: LENDERMON TYRA

Agent:

Mailing Address: ,

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value: \$24,999 (+)

Improvement Non-Homesite Value: \$0 (+)

Land Homesite Value: \$4,375 (+)

Land Non-Homesite Value: \$0 (+)

Agricultural Market Valuation: \$0 (+)

Market Value: \$29,374 (=)

Property Details

Account

Property ID: 279099 Geographic ID: B2880030000

Type: Real Zoning:

Property Use: Condo:

Location

Situs Address: 1008 E 12TH

Map ID: Mapsco:

Legal Description: LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT 29
0.161 ACRES

Abstract/Subdivision:

Neighborhood:

Owner ⓘ

Owner ID: 1304

Name: LENDERMON TYRA

Agent:

Mailing Address: 1008 E 12TH ST
BIG SPRING , TX 79720

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$25,716 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$3,500 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
1008 E 12th St CASE NOTES

“This record, attached as **Exhibit B-3**, 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.

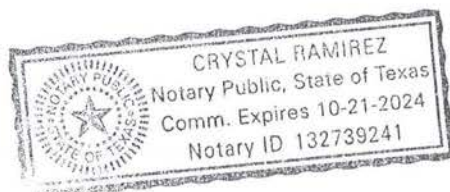
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout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

SIGNED on the 16th day of May, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of May, 2023

by the above referenced Affiant.



Crista Ramirez
Notary Public, State of Texas

Exhibit B-3

NOTES

Incident Notes:

1/19/23 CODE OFFICER LEOS INSPECTED PROPERTY. ROOF IN BAD SHAPE. HAS DETERIORATION, HOLES AND DAMAGE. BROKEN WINDOWS AND PARTIALLY BOARDED WINDOWS. DAMAGED AND MISSING SIDING ON HOUSE. THERE IS AN OPENING ON THE BACK WALL OF STRUCTURE ABOUT 3X4 FT. BACK STRUCTURE GARAGE DOOR IS OPEN. DAMAGE ON STRUCTURE.

3/1/23 CODE OFFICER LEOS REINSPECTED. STILL SUB STANDARD.NOW DOOR IS OPEN.

THERE IS A HOLE ON THE ROOF THROUGH THE CEILING EXPOSING THE INSIDE HOUSE.

STRUCTURES CONDITION ON PROPERTY ARE STILL AS INSPECTED ON 1/19/23

Task #: 115448 - INSPECT SUBSTANDARD - 4/26/2023

4/26/23 CODE OFFICER LEOS INSPECTED. STRUCTURES STILL AS DESCRIBED AS IN PREVIOUS INSPECTIONS ADDING THE STRUCTURE IN THE BACK (GARAGE) NOW HAS THE BACKDOOR OPEN.

WILL SEND SUB STANDARD VIOLATION NOTICE TO PROPERTY OWNER (ACCORDING TO HOWCAD AND GEMINI)TYRA LENDERMON.

5/5/23 WILL FILE COMPLAINT WITH LEGAL DEPARTMENT REGARDING PROPERTY FOR REPAIR OR DEMOLISH STRUCTURE (HOUSE ON PROPERTY)

Task #: 115449 - SUBSTANDARD BLD - 4/26/2023

TASK #: 115694
TASK CODE: SCHEDULE ABATEMENT
PROPERTY: 1008 E 12TH ST

ORIG. DATE:
DUE DATE:

NOTES

Incident Notes:

4/21/22 INSPECTED PROPERTY AFTER COMPLAINT. OBSERVED JUNK VEHICLES, OVERGROWN WEEDS IN BACKYARD, AND ACCUMULATED ITEMS INCLUDING SEVERAL MATTRESSES, WOOD, TRASH, CRATES, TIRES, APPLIANCES, AND MANY MORE ITEMS IN FRONT AND BACK. WILL SEND NOTICE.

4/30/22 Mailed notice was RETURN TO SENDER (NOT DELIVERABLE AS ADDRESSED)

7/7/22 reinspected- junk vehicle(whitebus)on property. Overgrown weeds in backyard. accumulated items still on property including multiple mattresses, wood, trash, crates, tires, appliances and more items. nothing has been done and no contact has been made.

9/21/22 reinspected- nothing has changed. Overgrown weeds and multiple torn up mattresses still on property including many other items.

1/19/23 Reinspected nothing has changed.NO contact.Can't find identifiers and mail is undeliverable. cant file complaint.

Task #: 110966 - INSPECT ACCUMULATED - 4/22/2022

6/28/22 complaint was called in today about this property. complaint was about items and trash on property.

9/2022 spoke to neighbor Rhett Dedmon. He said the white bus on this property is his. He planned to move but needed to borrow tires.

Task #: 110967 - ACCUMULATED ITEMS - 4/22/2022

1-19-23 REINSPECTED - PROPERTY IS STILL IN VIOLATION. THERE IS STILL WOOD, SOFAS, MATTRESSES, FURNITURE AND MANY OTHER ITEMS ON PROPERTY. WILL SEND COMPLAINT TO LEGAL.

Task #: 114397 - REINSP ACCUMLTD ITEM - 1/31/2023

Task #: 114629 - ISSUE COMPLAINT - 2/15/2023

4/26/23 REINSPECTED BY CODE OFFICER LEOS. NO CONTACT HAS BEEN MADE REGARDING PROPERTY. PROPERTY IS STILL IN VIOLATION OF ACCUMULATED ITEMS INCLUDING SEVERAL MATTRESSES, BOX SPRING MATTRESSES, WOOD, JUNK, TRASH, SOFAS, FURNITURE, BUILDING MATERIALS AND MANY OTHER ITEMS. WILL FILE COMPLAINT WITH LEGAL DEPARTMENT. HOWCAD AND GEMINI SHOWING PROPERTY OWNER AS TYRA LENDERMON WITH MAILING ADDRESS OF 1008 E 12TH AND ALSO UNDELIVERABLE.

Task #: 115486 - HEARING BOARD - 4/27/2023

5/5/23 REINSPECTED. NOTHING HAS BEEN DONE. VIOLATION STILL PRESENT.WILL FILE COMPLAINT WITH LEGAL.

Task #: 115694 - SCHEDULE ABATEMENT - 5/05/2023

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY JACOB LEOS**

“With regard to the photographs in **Exhibits B-4** I am familiar with and recognize the scene depicted in the photographs. On January, 19th, 2023 March, 18th, 2023 and May, 5th, 2023, I inspected the property described as:

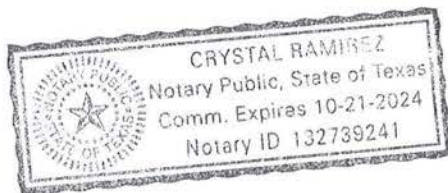
LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT
29 0.161 ACRES Big Spring, Howard County, Texas, also known as **1008 E 12th**
St, Big Spring, Texas.

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

SIGNED on the 16th day of May, 2023.

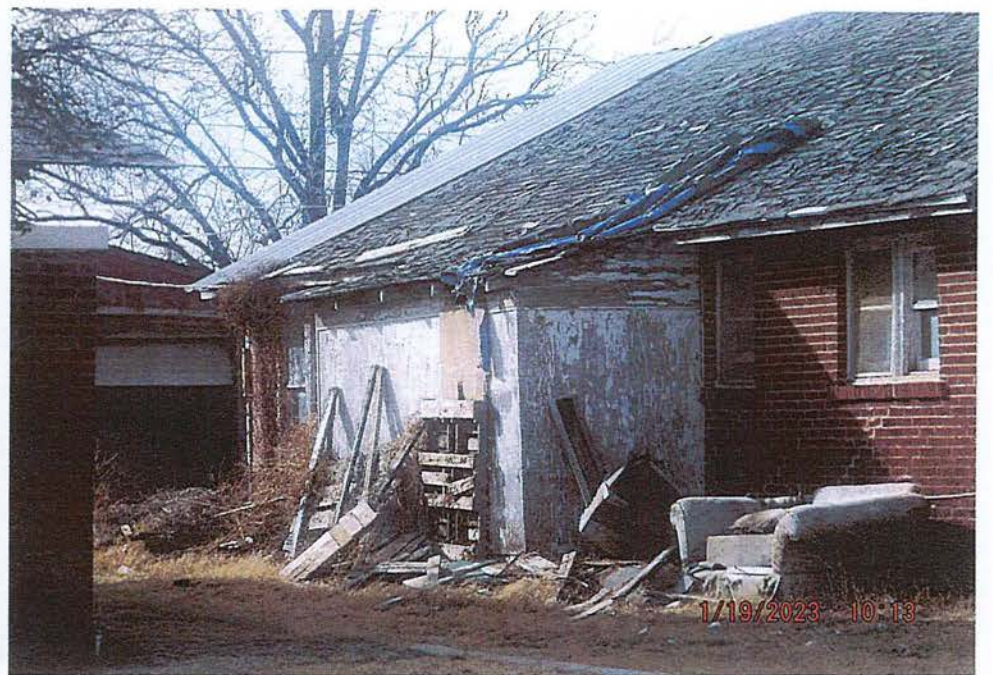
AFFIANT

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



Crystal Ramirez
Notary Public, State of Texas

Exhibit B-4

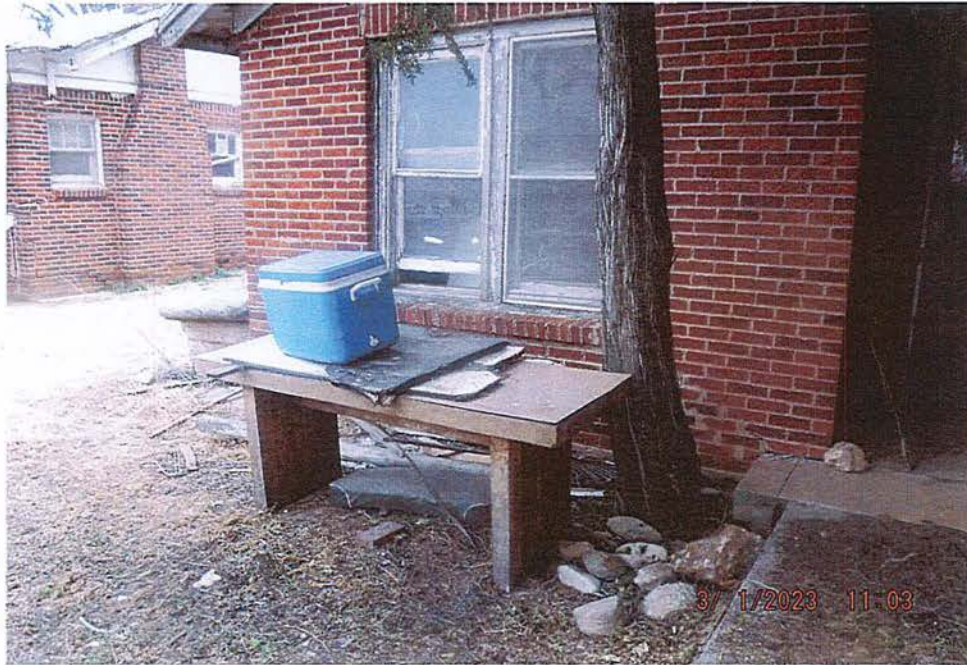
















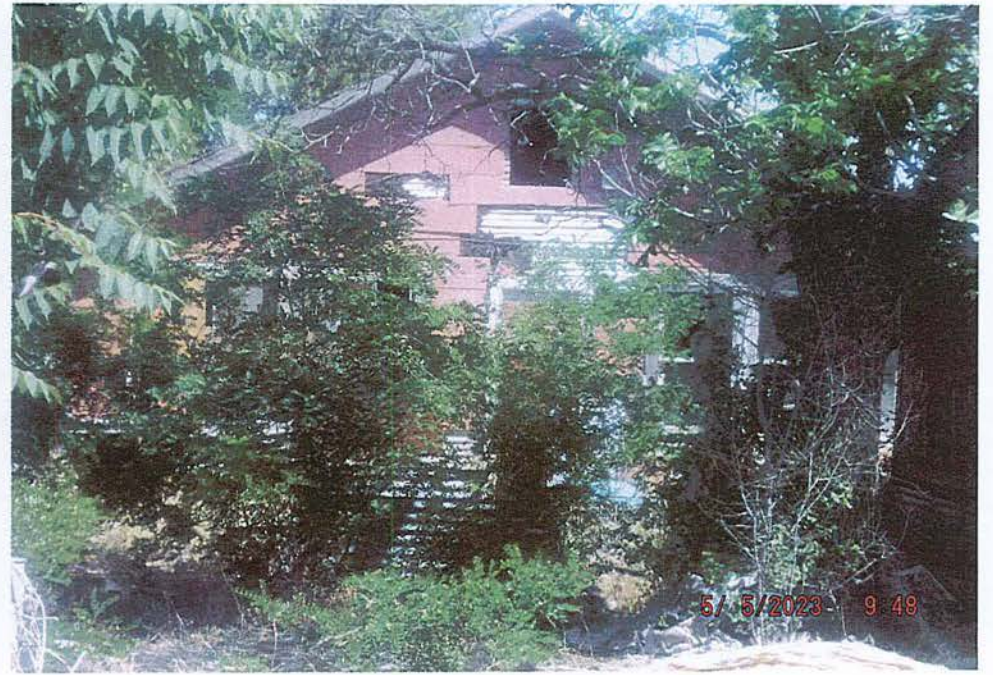


Exhibit B-5

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY JACOB LEOS**

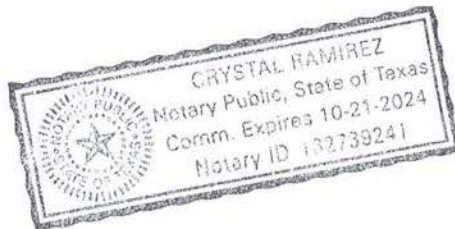
“The document in **Exhibit B-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 16th day of May, 2023.

AFFIANT

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



Amy D. Ramirez
Notary Public, State of Texas

Exhibit B-6



NOTICE OF VIOLATION AND NOTICE OF HEARING

1008 E 12th ST, BIG SPRING, TEXAS 79720

LEGAL DESCRIPTION: LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206
BLK/TRACT 29 0.161 ACRES, HOWARD COUNTY

May 12, 2023

TYRA LENDERMON
1008 E 12th Street
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** have been violated, constituting a nuisance:

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 11. 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.	Has extensive fire damage and determined to be unsafe. Poses a threat to public health, safety and welfare. Hazardous condition.
304.1.1 Unsafe Conditions. 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: 8. 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 roof appears to admit rain and has signs of deterioration. Unsafe condition.
304.1.1 Unsafe Conditions.	Premises and exterior property of

3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.	structure not considered structurally sound.
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The following actions are required to correct these violations within the deadlines.

Corrective Action Required

Repair building or demolish building

Code Compliance is seeking an order for the following:

- Demolish and remove structure if owner does not repair structure.
- Secure premises
- Vacate premises

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

Issued by

Jacob Leos

Name

Code Enforcement Officer

Title

+1 (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 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 **5:30 PM, May 23, 2023** 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 A-1.10. Rights of Parties

- (a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.
- (b) 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.
- (c) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.
- (d) 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 C-9.02 (c)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 Officer
City of Big Spring, Texas



Code Compliance

217 E 3rd St., Big Spring, Texas 79720 · Ph. 432-264-2504

NOTICE OF VIOLATION AND ORDER TO ABATE

1008 E 12TH

LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT 29 0.161 ACRES

April 26, 2023

Case No: 72765

TYRA LENDERMON
1008 E 12TH
BIG SPRING TX 79720-3720

Sent via: Certified 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
Hazardous Structure or Premises Sec. 111.1.5.11	Any portion of a building remains on a site after the demolition or destruction of the building or <i>structure</i> or whenever any building or <i>structure</i> is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.
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 incapable of supporting all nominal loads and resisting all load effects.
Sec. 304.1.3 Unsafe Conditions	Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.
Property Maintenance Code Sec. 304. 1.1	Premises and exterior/interior property of structure not considered structurally sound, has extensive fire damage and is determined to be as unsafe, poses a threat to public health, safety and welfare

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 Enforcement Officer
City of Big Spring, Texas



Code Enforcement

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

April 22, 2022

Complaint No: 70273

TYRA LENDERMON
1008 E 12TH ST
BIG SPRING TX 79720-4714

VIOLATION OF THE BIG SPRING CITY CODE, CHAPTER 13 AT:

1008 E 12TH ST
Lot: 5 BK: 29

Dear **TYRA LENDERMON**:

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

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

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

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

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

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

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

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

Sincerely,


Jacob Leos
Code Enforcement/City of Big Spring



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1008 E 12TH ST
Lot: 5 BK: 29

April 22, 2022

Case No: 70274

TYRA LENDERMON
1008 E 12TH ST
BIG SPRING TX 79720-4714

Sent via: First Class US Mail

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

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

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

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

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

Issued by

Jacob Leos

Name

Code Compliance

Department

432-264-2502

jleos@mybigspring.com

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 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

1008 E 12TH ST
Lot:5 BK: 29

April 22, 2022

Case No: 70272

TYRA LENDERMON
1008 E 12TH ST
BIG SPRING TX 79720-4714

Sent via: First Class US Mail

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

VIOLATION

Description of Violation

Property Maintenance Code
Sec. 302.1 Sanitation

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

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

Corrective Action Required

Deadline for Compliance

Seven (7) days from date of mailing

THERE ARE SEVERAL ACCUMUALTED ITEMS, (INCLUDING SEVERAL MATTRESSES, WOOD, TRASH, CRATES, TIRES, APPLIANCES, AND MANY MORE ITEMS ON THE PROPERTY THAT NEED TO BE REMOVED AND TAKEN OUT OF PUBLIC VIEW. IF PROBLEM PERSISTS, CRIMINIAL CHARGES WILL BE FILED.

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

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 Officer
City of Big Spring, Texas

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

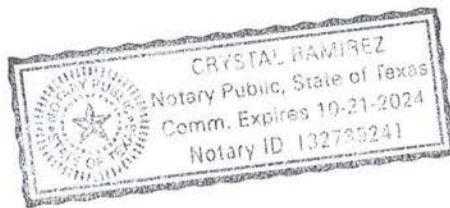
“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for May 23, 2023, attached as **Exhibit B-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on May 12th, 2023.

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

SIGNED on the 16th day of May, 2023.

AFFIANT

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



Crystal Ramirez
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 NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **MAY 23rd , 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:

803 ROSEMONT, BIG SPRING, TEXAS 79720 – N/2 OF LT 3 & S/61 OF LT 4 BK 2 CENTRAL PARK IRR 1153 0.261 ACRES – OWNER: ESTATE OF M L JOHNSON, SUZANNE J. BUVINGHAUSEN, KERI PEACOCK, & TERRY MURPHY

1008 E 12TH ST, BIG SPRING, TEXAS 79720 – LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT 29 0.161 ACRES – OWNER: TYRA LENDERMON

910 W 4TH ST, BIG SPRING, TEXAS 79720 – LT 12 BK 2 JONES VALLEY 50X150 528 0.172 ACRES – OWNER: ESTATE OF ADOLFO CANTU SR, ROSA G. CANTU, ADOLFO CANTU JR, JASON CANTU, & MARGARITA PADRON

820 WEST 7TH ST, BIG SPRING, TEXAS 79720 – LT 17 BK 4 CEDAR CREST 50X133.5 917 0.153 ACRES ACQ 05252017 – OWNER: ELEANOR LOPEZ, MANUEL LOPEZ, ELISABETH PORTER, EVE RUMSEY, AND ESTHER FROMAN

1206 MAIN ST, BIG SPRING, TEXAS 79720 – S/2 OF LT 3 & N/2 OF LT 4 BK 6 HATHCOCK HEIGHTS 50X150 145 ACQ 03122018 BLK/TRACT 6 0.172 ACRES – OWNER: FERNANDO HERRERA AND MAYRA GUIRADO

611 NOLAN ST, BIG SPRING, TEXAS 79720 – EXC 33' & 3' N/SIDE OF LTS 7-8 BK 48 ORIGINAL TOWN 64X140 0789 ACQ 011310 BLK/TRACT 48 0.206 ACRES – OWNER: JUANITA FLORES

609 BELL ST, BIG SPRING, TEXAS 79720 – LT 8 BK 41 ORIGINAL TOWN 50X140 0854 ACQ 030612 BLK/TRACT 41 0.161 ACRES – OWNER: SAM CASTRO

**605 BELL ST, BIG SPRING, TEXAS 79720 – LTS 9-10 BK 41 ORIGINAL TOWN 100X140
0855 ACQ 10132017 0.321 ACRES – OWNER: NORMA C. LOPEZ**

**703 E 14TH ST, BIG SPRING, TEXAS 79720 – LT 11 BK 11 COLE & STRAYHORN
50X140 451 BLK/TRACT 11 0.161 ACRES ACQ 06192017 – OWNER: SONIA WYRICK &
TERESA TATE HARMON**

**1603 LEXINGTON, BIG SPRING, TEXAS 79720 – LT 2 BK 1 WILEY TERRACE 78X115
692 BLK/TRACT 1 0.206 ACRES – OWNER: ROBERT D. & EDA FAYE SCHAAF**

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, City of Big Spring



Code Enforcement

217 E 3rd St., Big Spring, Texas 79720 - P.O. 432 264-2609

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON MAY 23rd, 2023, AT 5:30 P.M. IN THE CITY OF BIG SPRING COUNCIL CHAMBER 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.

803 ROSEMONT, BIG SPRING, TEXAS 79720 - N2 OF LT 3 & S1/2 OF LT 4 BK 2 CENTRAL PARK IRR 0.151 ACRES - OWNER: ESTATE OF M. L. JOHNSON, MARJORIE L. JOHNSON, KIRK PEARSON & TERRY MURPHY.

1008 E 11TH ST, BIG SPRING, TEXAS 79720 - LT 3 BK 29 COLE & STRATHORN 50X100 251 ACQ 0.12206 BLK TRACT 29 0.161 ACRES - OWNER: TYRA GONZALEZ

910 W 4TH ST, BIG SPRING, TEXAS 79720 - LT 12 BK 2 JONES VALLEY 50X100 520 0.172 ACRES - OWNER: ESTATE OF ADOLFO CANTU SR, ROSA G. CANTU, ADELA CANTU, ROSA G. CANTU & MORDAZEN PADRON

829 WEST FIRST, BIG SPRING, TEXAS 79720 - LT 17 BK 4 CEDAR CREST 0.0825 ACRES - OWNER: TILAMOR LOPEZ, MANUEL LOPEZ, ELISABETH LOPEZ, TILAMOR LOPEZ & ANDY STUBBS

1206 NEXUS ST, BIG SPRING, TEXAS 79720 - S2 OF LT 3 & N2 OF LT 4 BK 4 HATHOR HEIGHTS 50X100 16 ACQ 0.122018 BLK TRACT 4 0.172 ACRES - OWNER: JENNIFER HERRERA AND MAYRA GUTIERREZ

811 NUTAN ST, BIG SPRING, TEXAS 79720 - EXC 13 & 3' SIDE OF LT 3 & BK 45 ORIGINAL TOWN 45X100 0.206 ACQ 0.11510 BLK TRACT 48 0.206 ACRES - OWNER: ROSITA FLORES

809 HILL ST, BIG SPRING, TEXAS 79720 - LT 8 BK 1 ORIGINAL TOWN 50X100 0.054 ACQ 0.10801 BLK TRACT 1 0.161 ACRES - OWNER: SAM CANTO

5/12/2023 14:11

803 Rosemont Street

Code Enforcement Officer: Jacob Leos

Exhibit A-1

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF JACOB LEOS
CONCERNING 803 Rosemont Street**

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

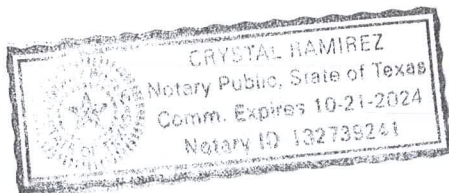
“My name is **Jacob Leos**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“I am a Code Enforcement Officer 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 **803 Rosemont Street**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records.”

SIGNED on the 16th day of May, 2023.

AFFIANT

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



Cristal Ramirez
Notary Public, State of Texas

Exhibit A-2

Property Details

Account

Property ID: 278633 Geographic ID: B2700001500

Type: Real Zoning:

Property Use: Condo:

Location

Situs Address: 803 ROSEMONT

Map ID: Mapsco:

Legal Description: N/2 OF LT 3 & S/61 OF LT 4 BK 2 CENTRAL PARK IRR 1153 0.261 ACRES

Abstract/Subdivision:

Neighborhood: MCEW MCEWEN

Owner ⓘ

Owner ID: 281892

Name: JOHNSON M L

Agent:

Mailing Address: 803 ROSEMONT

BIG SPRING , TX 79720

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value: \$42,613 (+)

Improvement Non-Homesite Value: \$0 (+)

Land Homesite Value: \$7,007 (+)

Land Non-Homesite Value: \$0 (+)

Agricultural Market Valuation: \$0 (+)

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
803 Rosemont Street CASE NOTES

“This record, attached as **Exhibit A-3**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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

Making this record was a regular practice of that activity.

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

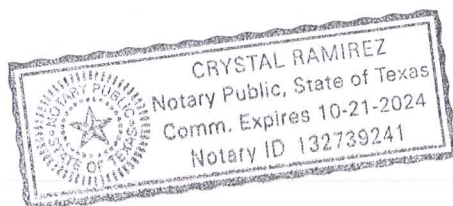
SIGNED on the 16th day of May, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of May, 2023

by the above referenced Affiant.





Notary Public, State of Texas

Exhibit A-3

NOTES

Incident Notes:

4/5/23 CODE OFFICER LEOS INPSPECTED PROPERTY. OBSERVED BROKEN WINDOWS LEAVING OPENINGS INTO HOUSE. THERE IS A STRUCTURE IN THE BACK THAT THE FRAME ON THE SIDE LOOKS UNSTABLE AND IS SURROUNDED BY TRASH AND RUBBISH. ACCORDING TO HOWCAD, THE PROPERTY OWNER IS M.L. JOHNSON.

Task #: 115712 - INSPECT SUBSTANDARD - 5/09/2023

5/9/23 reinspected by Code Officer Leos. Property is the same. Windows need repair on house structure. Structure in back has an unstable looking frame the structure is open. Needs to be repaired or Demolished. This property also has other violations including accumulated items and rodent open on other case numbers. Will send complaint to Legal Department.

Task #: 115713 - SUBSTANDARD BLD - 5/09/2023

STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY JACOB LEOS**

“With regard to the photographs in **Exhibits A-4** I am familiar with and recognize the scene depicted in the photographs. On March, 21st, 2022 April, 5th, 2023 May, 5th, 2023 and May, 9th, 2023, I inspected the property described as:

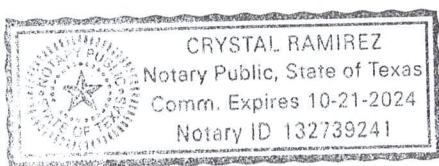
N/2 OF LT 3 & S/61 OF LT 4 BK 2 CENTRAL PARK IRR 1153 0.261 ACRES
Big Spring, Howard County, Texas, also known as **803 Rosemont Street**, Big Spring, Texas.

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

SIGNED on the 16th day of May, 2023.

AFFIANT

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



Crystal Ramirez
Notary Public, State of Texas

Exhibit A-4









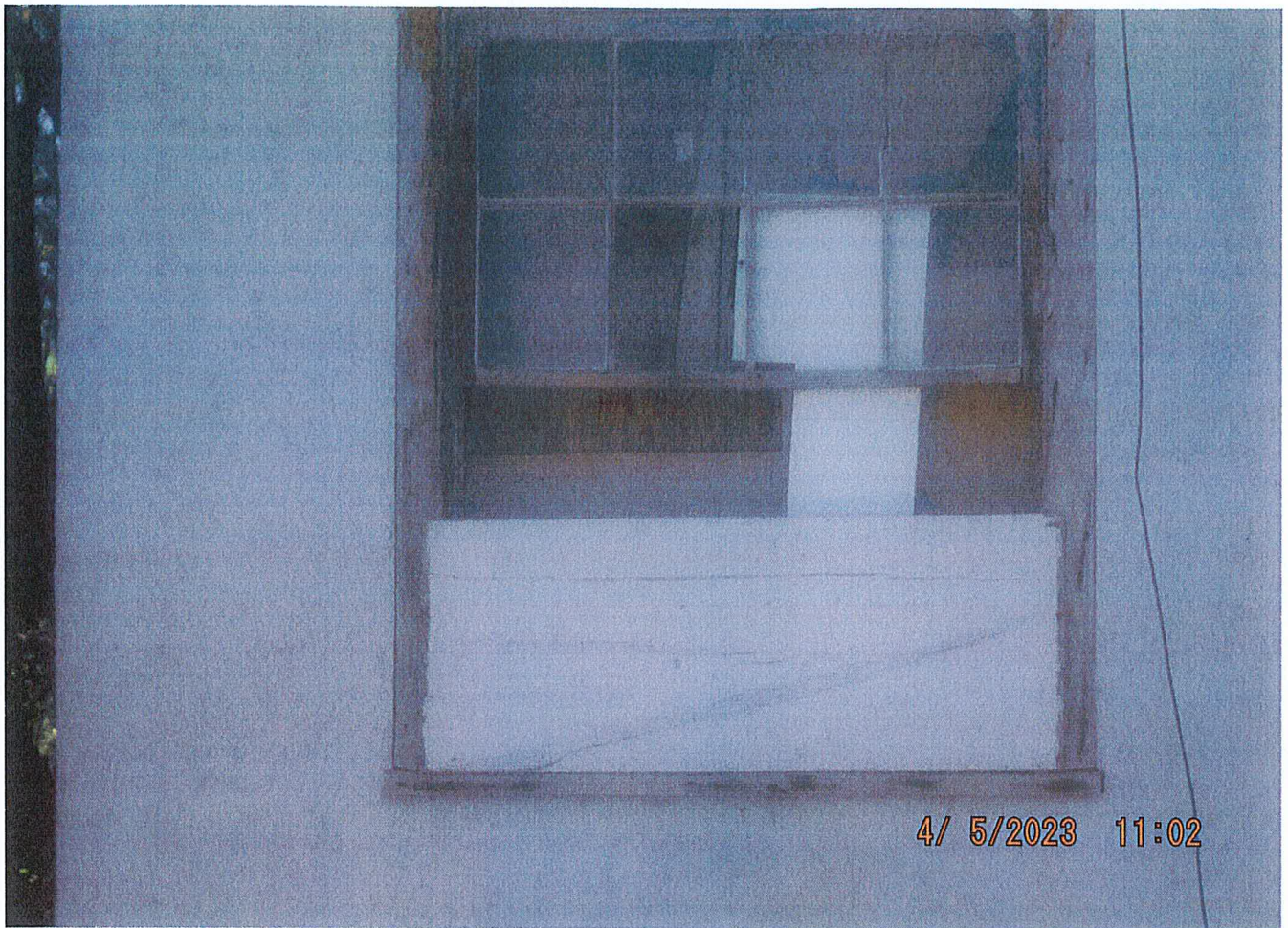




















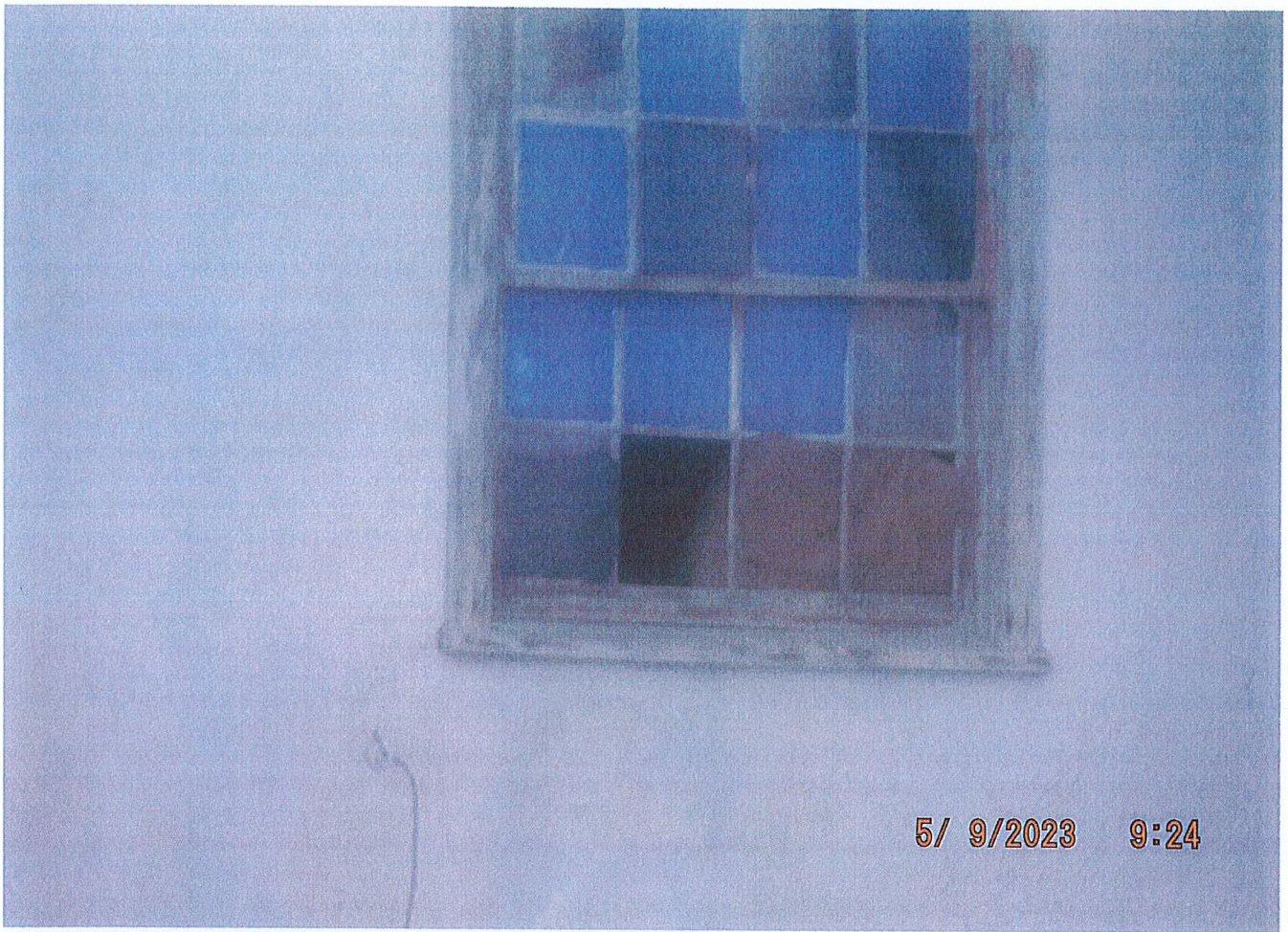




Exhibit A-5

STATE OF TEXAS

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COUNTY OF HOWARD

**CERTIFICATION
NOTICE SENT BY JACOB LEOS**

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

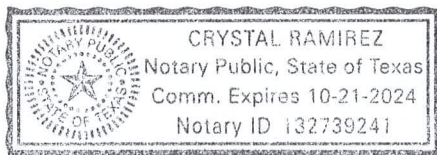
Certified Mail Return for **Exhibit A-6** is also attached.

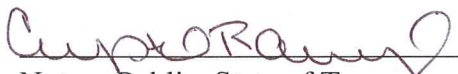
SIGNED on the 16th day of May, 2023.



AFFIANT

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





Notary Public, State of Texas

Exhibit A-6



NOTICE OF VIOLATION AND NOTICE OF HEARING

803 ROSEMONT ST, BIG SPRING, TEXAS 79720

LEGAL DESCRIPTION: N/2 OF LT 3 & S/61 OF LT 4 BK 2 CENTRAL PARK IRR 1153
0.261 ACRES, HOWARD COUNTY

May 12, 2023

Estate of M.L Johnson
803 Rosemont Street
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** have been violated, constituting a nuisance:

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 7. 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. 11. 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.	Structure on property is unsanitary and unsafe. Abandoned. Hazardous condition.
304.1.1 UNSAFE CONDITIONS. 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: 8. 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	The roof appears to admit rain and has signs of deterioration. Unsafe condition.

repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.	
304.1.1 Unsafe Conditions 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.	The roof has defects that admit rain and is not sound and not tight.
304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.	Broken windows also need to be repaired on structure.

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

Corrective Action Required

Repair building or demolish building

Code Compliance is seeking an order for the following:

- Demolish and remove structure if owner does not repair structure.
- Secure premises
- Vacate premises

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

Issued by

Jacob Leos

Name

Code Enforcement Officer

Title

+1 (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 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 **5:30 PM, May 23, 2023** 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 A-1.10. Rights of Parties

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

(b) 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.

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

(d) 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 C-9.02 (c)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 Officer
City of Big Spring, Texas



Code Compliance

217 E 3rd St., Big Spring, Texas 79720 · Ph. 432-264-2504

NOTICE OF VIOLATION AND ORDER TO ABATE

803 ROSEMONT

N/2 OF LT 3 & S/61 OF LT 4 BK 2 CENTRAL PARK IRR 1153 0.261 ACRES

MAY 9th, 2023

Case No: 72898

M.L. JOHNSON
803 ROSEMONT
BIG SPRING TX 79720-3720

Sent via: Certified 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
Hazardous Structure or Premises Sec. 111.1.5.11	Any portion of a building remains on a site after the demolition or destruction of the building or <i>structure</i> or whenever any building or <i>structure</i> is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.
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 incapable of supporting all nominal loads and resisting all load effects.
Sec. 304.1.3 Unsafe Conditions	Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.
Property Maintenance Code Sec. 304. 1.1	Premises and exterior/interior property of structure not considered structurally sound, has extensive fire damage and is determined to be as unsafe, poses a threat to public health, safety and welfare

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 Enforcement Officer
City of Big Spring, Texas

STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

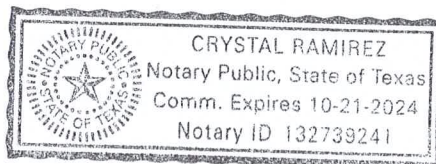
“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for May 23, 2023, attached as **Exhibit A-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on May 2th, 2023.

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

SIGNED on the 16th day of May, 2023.

AFFIANT

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



Crystal Ramirez
Notary Public, State of Texas

Exhibit A-8



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **MAY 23rd , 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:

803 ROSEMONT, BIG SPRING, TEXAS 79720 – N/2 OF LT 3 & S/61 OF LT 4 BK 2 CENTRAL PARK IRR 1153 0.261 ACRES – OWNER: ESTATE OF M L JOHNSON, SUZANNE J. BUIVINGHAUSEN, KERI PEACOCK, & TERRY MURPHY

1008 E 12TH ST, BIG SPRING, TEXAS 79720 – LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT 29 0.161 ACRES – OWNER: TYRA LENDERMON

910 W 4TH ST, BIG SPRING, TEXAS 79720 – LT 12 BK 2 JONES VALLEY 50X150 528 0.172 ACRES – OWNER: ESTATE OF ADOLFO CANTU SR, ROSA G. CANTU, ADOLFO CANTU JR, JASON CANTU, & MARGARITA PADRON

820 WEST 7TH ST, BIG SPRING, TEXAS 79720 – LT 17 BK 4 CEDAR CREST 50X133.5 917 0.153 ACRES ACQ 05252017 – OWNER: ELEANOR LOPEZ, MANUEL LOPEZ, ELISABETH PORTER, EVE RUMSEY, AND ESTHER FROMAN

1206 MAIN ST, BIG SPRING, TEXAS 79720 – S/2 OF LT 3 & N/2 OF LT 4 BK 6 HATHCOCK HEIGHTS 50X150 145 ACQ 03122018 BLK/TRACT 6 0.172 ACRES – OWNER: FERNANDO HERRERA AND MAYRA GUIRADO

611 NOLAN ST, BIG SPRING, TEXAS 79720 – EXC 33' & 3' N/SIDE OF LTS 7-8 BK 48 ORIGINAL TOWN 64X140 0789 ACQ 011310 BLK/TRACT 48 0.206 ACRES – OWNER: JUANITA FLORES

609 BELL ST, BIG SPRING, TEXAS 79720 – LT 8 BK 41 ORIGINAL TOWN 50X140 0854 ACQ 030612 BLK/TRACT 41 0.161 ACRES – OWNER: SAM CASTRO

**605 BELL ST, BIG SPRING, TEXAS 79720 – LTS 9-10 BK 41 ORIGINAL TOWN 100X140
0855 ACQ 10132017 0.321 ACRES – OWNER: NORMA C. LOPEZ**

**703 E 14TH ST, BIG SPRING, TEXAS 79720 – LT 11 BK 11 COLE & STRAYHORN
50X140 451 BLK/TRACT 11 0.161 ACRES ACQ 06192017 – OWNER: SONIA WYRICK &
TERESA TATE HARMON**

**1603 LEXINGTON, BIG SPRING, TEXAS 79720 – LT 2 BK 1 WILEY TERRACE 78X115
692 BLK/TRACT 1 0.206 ACRES – OWNER: ROBERT D. & EDA FAYE SCHAAF**

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, City of Big Spring

820 W 7th St

Code Enforcement Officer: Malissa Garcia

Exhibit D-1

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF MALISSA GARCIA
CONCERNING 820 W 7th St**

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

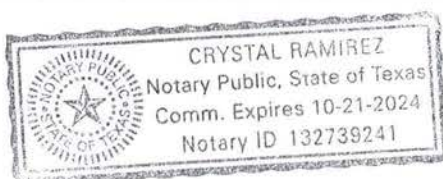
“My name is **Malissa Garcia**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“I am a Code Enforcement Officer 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 **820 W 7th 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 16 day of May, 2023.

M. Garcia
AFFIANT

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



Crystal Ramirez
Notary Public, State of Texas

Exhibit D-2

HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000001897

Geo ID : B2640004600

Ownership
PORTER ELISABETH AND LOPEZ MANUEL JR
LOPEZ ELEANOR, RUMSEY EVE, AND FROMAN ESTHER
1216 MULBERRY AVE
BIG SPRING, TX 79720

Exemptions/Deed
INST: 2017-00005755
VOL: 1630
PAGE: 25
DATE: 5/25/2017



Legal Information
LEGAL: LT 17 BK 4 CEDAR CREST 50X133.5 917 0.153 ACRES ACQ 05252017
SITUS: 820 W 7TH
ACRES:0.153
ALT:1897
XREF:1897.1

UNCERTIFIED

Appraisal Coding
Appr By TG
Appr Dt 10/15/21
Check By
Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
5/25/17		1630	25	2017-00005755	5/25/17	++++++	++++++	PORTER ELISABETH AND	TOBAR ESTER LOPEZ

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	N	1950/NA	RS2F	672	90.21	60,621	0 VP	-90%		0%	-50%	0%	100%	0%	-95.0%	3,031	AST-1 STORY	
STG2F-AVG QUALITY ST	N	1950/NA	RS2F	154	11.00	1,694	0 VP	-90%		0%	-50%	0%	100%	0%	-95.0%	84	AUT-ALL	
CPF-COVERED PORCH FR	N	1950/NA	RS2F	60	13.53	812	0 VP	-90%		0%	-50%	0%	100%	0%	-95.1%	40	CRM-COMPOSITION	
				=====		=====	=====									=====	FET-FRAME	
				886		63,127	0									3,155	GRT-GABLE	
SQFT MA: 672 MKT CSF MA: 7.671 CSF IMPR: 4.695 LOC CODE: WC																	NHC-NONE	
																	WFN-WOOD POST	
																	1BT-1 BATH	
																	=====	

SQFT MA: 672 MKT CSF MA: 7.671 CSF IMPR: 4.695 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 Val
LFF12	50.0 FF/50.0 RF/133.0 DF LOTS	40.0		40.00		0%		Y	2,000	A1						
									=====							=====
									2,000							

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 Non Homesite +	3,155	A1	-893	4,048	A1		01H HOWARD COUNTY	0	5,155	.3275450		16.88	MULTI	BSISDW
Land Homesite +	2,000	A1	0	2,000	A1		02B CITY OF BIG SPRING	0	5,155	.6731630		34.70		WC22
Total Market =	5,155		-893	6,048			03B BIG SPRING ISD	0	5,155	1.0160000		52.37		
Assessed =	5,155		-893	6,048			052 HOWARD COLLEGE	0	5,155	.2367770		12.21		
							** ESTIMATED TOTAL					=====		
												116.16		

User PERMITS2

Print Date 2/3/2023 9:09:35 AM

Property ID : R000001897

Geo ID : B2640004600

Quick Link :



HOWARD CENTRAL APPRAISAL DISTRICT
PROPERTY 278477 R 04/25/2013
Legal Description
LT 17 BK 4 CEDAR CREST 50X133.5 917 0.153 ACRES ACQ
05252017

OWNER ID
415967
OWNERSHIP
100.00%

PROPERTY APPRAISAL INFORMATION 2023
PORTER ELISABETH AND LOPEZ MANUEL JR LOPEZ ELEANOR
1216 MULBERRY AVE
BIG SPRING, TX 79720

Entities
02B 100%
03B 100%
052 100%

Values
IMPROVEMENTS 3,946
LAND MARKET + 2,500
MARKET VALUE = 6,446
PRODUCTIVITY LOSS - 0
APPRAISED VALUE = 6,446
HS CAP LOSS - 0
ASSESSED VALUE = 6,446

Ref ID1: 1897
B2640004600

Ref ID2: R000001897
Map ID

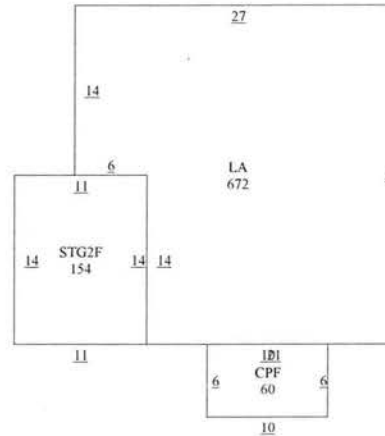
ACRES: .1530
EFF. ACRES: .0000

APPR VAL METHOD: Cost

SITUS 820 W 7TH

GENERAL
UTILITIES
TOPOGRAPHY
ROAD ACCESS
ZONING
BUILDER
NEXT REASON
REMARKS
LAST APPR.
LAST APPR. YR 2021
LAST INSP. DATE 10/15/2021
NEXT INSP. DATE

SKETCH for Improvement #1 (RESIDENTIAL)



EXEMPTIONS

PICTURE



BUILDING PERMITS
ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALE DT PRICE GRANTOR DEED INFO
05/25/2017 ***** TOBAR ESTER LOPEAFF / 1630 / 25

SUBD:			NBHD:CDCS		125.00%		IMPROVEMENT INFORMATION										* = Needs Recalculation		
#	TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND.	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE	
		LA LIVING AREA	R	RS2F/*	672.0	90.21	1	1950	1950	VP	60,621	10%		100%	50%	100%	0.05	3,031	
		STG2F AVG QUALITY	R	RS2F/*	154.0	11.00	1	1950	1950	VP	1,694	10%		100%	50%	100%	0.05	85	
		CPF COVERED PORC	R	RS2F/*	60.0	13.53	1	1950	1950	VP	812	10%		100%	50%	100%	0.05	41	
1. RESIDENTIAL			STCD: A1		886.0	Homesite: N					63,127							3,157*	
1 STORY Cpsf/Value: 0 / 0.000			ALL Cpsf/Value: 0 / 0.000		COMPOSITION Cpsf/Value: 0 / 0.000		FRAME Cpsf/Value: 0 / 0.000		GABLE Cpsf/Value: 0 / 0.000		NONE								
Cpsf/Value: 0 / 0.000			WOOD POST Cpsf/Value: 0 / 0.000		1 BATH Cpsf/Value: 0 / 0.000														

IMPROVEMENT FEATURES		
Construction Style	AST	0
Other Feature	AUT	0
Roof Covering	CRM	0
Exterior Wall	FET	0
Roof Style	GRT	0
Other Feature	NHC	0
Foundation	WFN	0
Plumbing	1 1BT	0

SUBD:		NBHD:CDCS		125.00%		LAND INFORMATION								IRR Wells: 0		Capacity: 0		IRR Acres: 0		Oil Wells: 0			
<u>L#</u>	<u>DESCRIPTION</u>	<u>CLS</u>	<u>TABLE</u>	<u>SC</u>	<u>HS</u>	<u>METH</u>	<u>DIMENSIONS</u>	<u>UNIT PRICE</u>	<u>GROSS VALUE</u>	<u>ADJ</u>	<u>MASS</u>	<u>ADJ</u>	<u>VAL</u>	<u>SRC</u>	<u>MKT VAL</u>	<u>AG APPLY</u>	<u>AG CLASS</u>	<u>AG TABLE</u>	<u>AG UNIT</u>	<u>PRC</u>	<u>AG VALU</u>		
1.	LFF12		LFF12	A1	Y (100%)	FF		40.00	2,000	1.00		1.25	A		2,500						0.00		
Comment: FF																							
															2,500								

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
820 W 7th St CASE NOTES

"This record, attached as **Exhibit D-3**, 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-3** as the readout."

SIGNED on the 14 day of May, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 14 day of May, 2023

by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit D-3

7-2023 03:07 PM

TASK NOTES REPORT

ask #: 115348

ORIG. DATE:

ask CODE: INSPECT SUBSTANDARD

DUE DATE:

PROPERTY: 820 W 7TH ST

YES

Ident Notes:

ask #: 115348 - INSPECT SUBSTANDARD - 4/21/2023
4/2/2023 drove by and door are hanging and pieces of the house are missing
on the front end of the structure. there are several tree limbs piles in
the yard
4-26-2023 drove by and took pictures of the house in the path of the door
there are holes in the roof, the tree limbs have started to grow into the
house, windows are broken, when you get to the door the ceiling above is
falling in frame looks broken

Task #: 115349 - SUBSTANDARD BLD - 4/21/2023

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY MALISSA GARCIA**

“With regard to the photographs in **Exhibits D-4** I am familiar with and recognize the scene depicted in the photographs. On February, 2nd, 2023 and April, 26th, 2023, I inspected the property described as:

LT 17 BK 4 CEDAR CREST 50X133.5 917 0.153 ACRES ACQ 05252017 Big Spring, Howard County, Texas, also known as **820 W 7th St**, Big Spring, Texas.

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

SIGNED on the 16 day of May, 2023.

M. Garcia
AFFIANT

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



Crystal Ramirez
Notary Public, State of Texas

Exhibit D-4

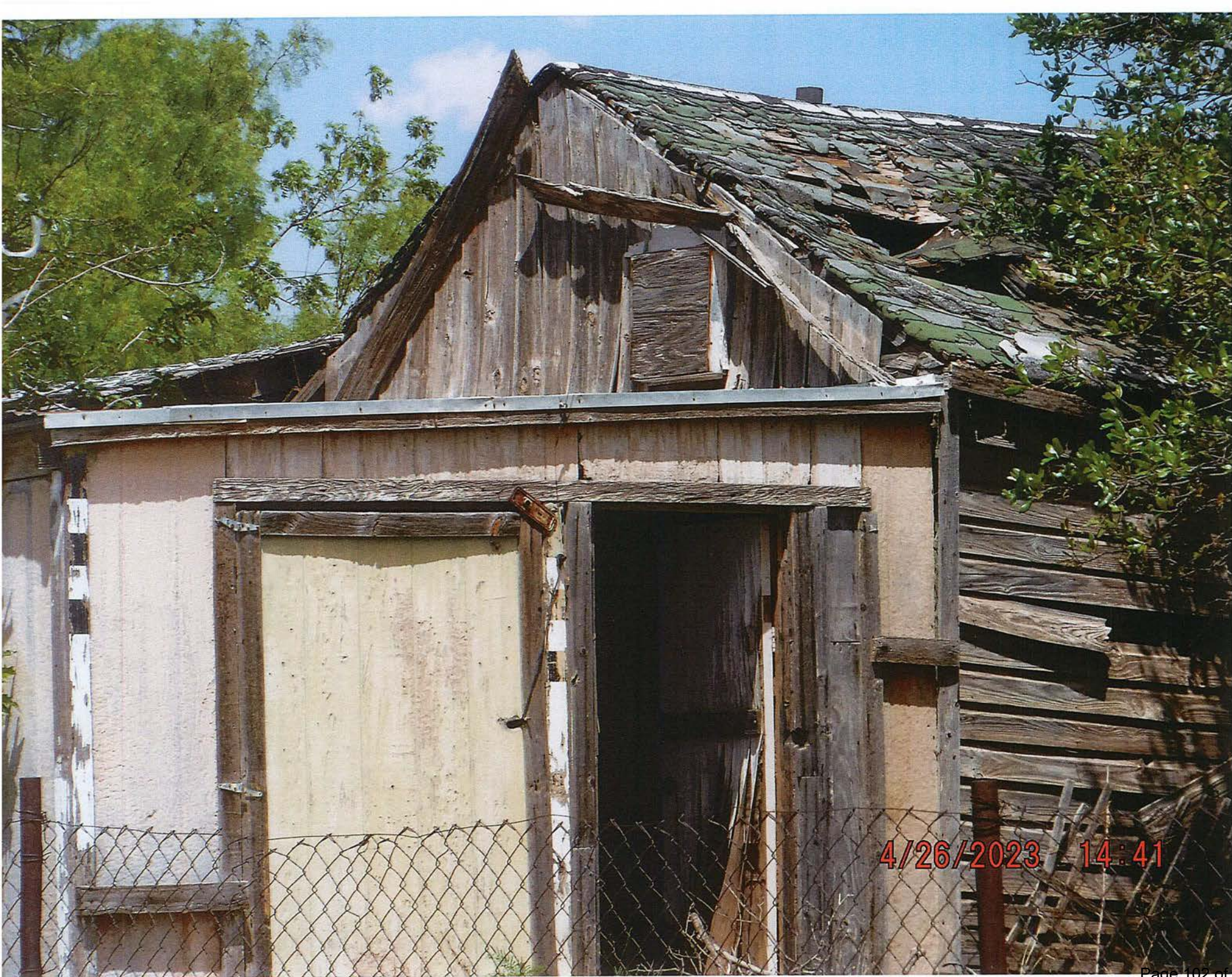


2/ 2/2023 11:02



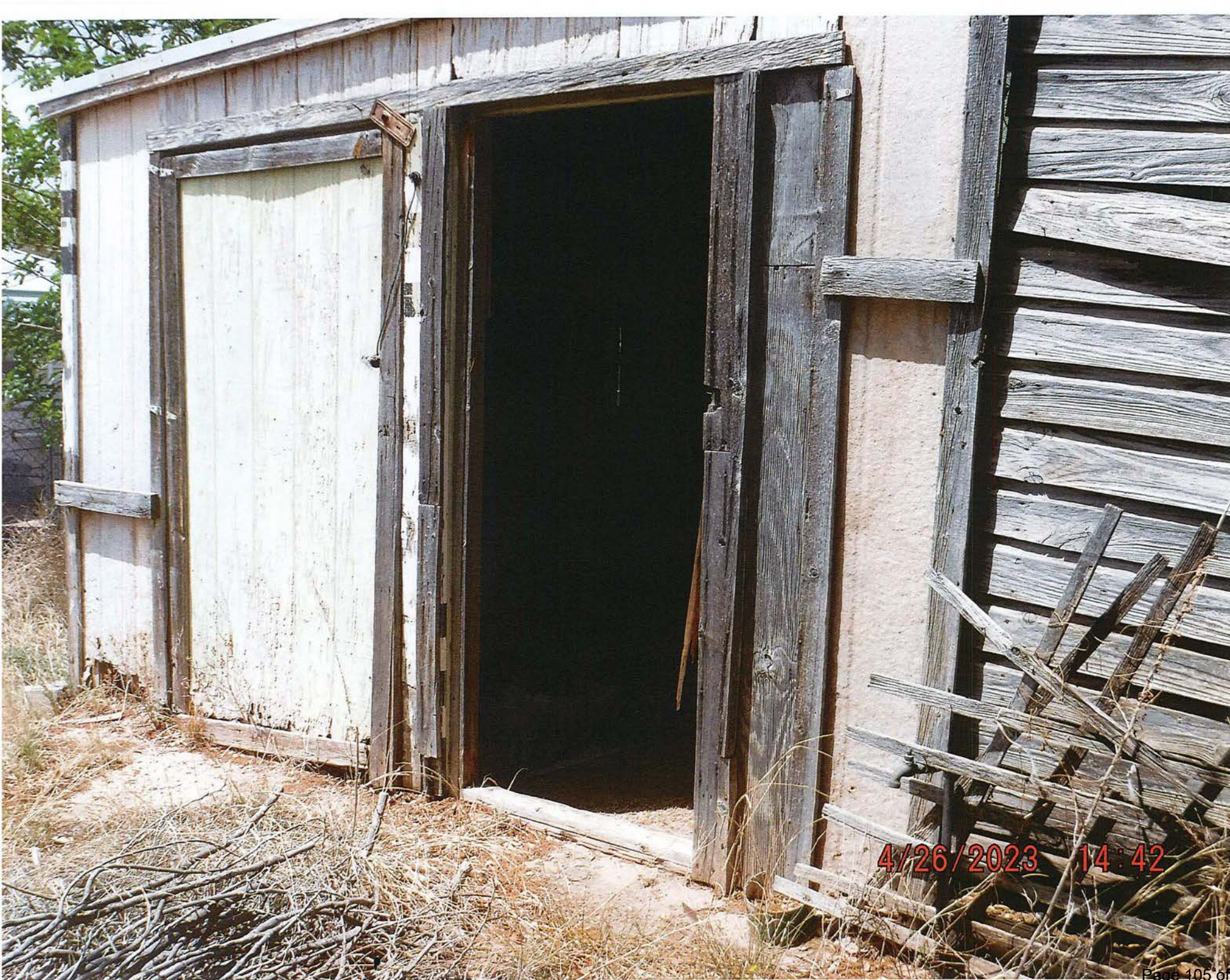


4/26/2023 14:41









4/26/2023 14:42

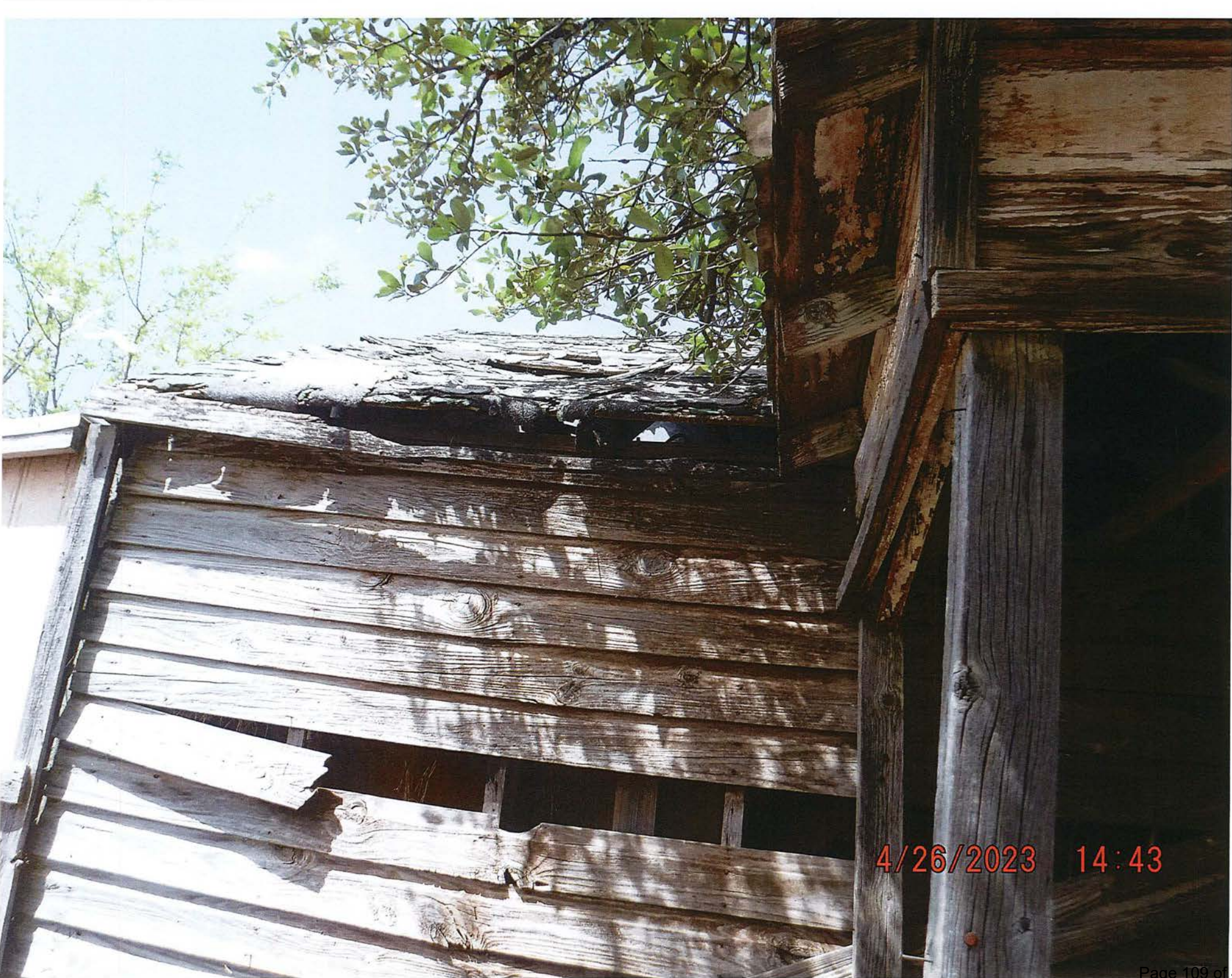


4/26/2023 14:42



4/26/2023 14:43





4/26/2023 14:43



4/26/2023 14:43







4/26/2023 14:42

Exhibit D-5

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY MALISSA GARCIA**

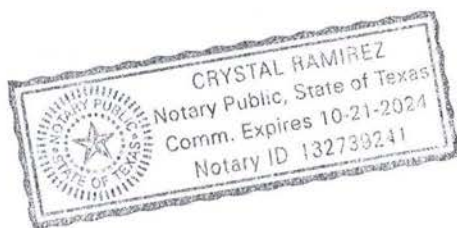
“The document in **Exhibit D-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 16 day of May, 2023.

M. Garcia
AFFIANT

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



Crystal Ramirez
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 NOTICE OF HEARING

820 W 7th St, BIG SPRING, TEXAS 79720

**LEGAL DESCRIPTION: LT 17 BK 4 CEDAR CREST 50X133.5 917 0.153 ACRES ACQ
05252017, Howard County**

May 12, 2023

Eleanor Lopez
1216 Mulberry Ave
Big Spring, TX 79720

Manuel Lopez
PO Box 1600
Sapulpa, OK 74067

Elisabeth Porter
5627 Main St
Loring, SC 29569

Eve Rumsey
10778 Oakmont Street
Overland Park
Kansas 66210

Esther Froman
8809 North Service Rd
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** have been violated, constituting a nuisance:

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or	The building had fire damage to the roof that has not been repaired. Hazardous condition.

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.	
304.1.1 UNSAFE CONDITIONS. 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: 8. 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 roof appears to admit rain and has signs of deterioration. Unsafe condition.
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight.

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

Corrective Action Required

Repair building or demolish building

Code Compliance is seeking an order for the following:

- Demolish and remove structure if owner does not repair structure.
- Secure premises
- Vacate premises

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

Issued by

Malissa Garcia

Name

Code Enforcement Officer

Title

+1 (432) 264-2506

Phone

mgarcia@mybigspring.com

E-mail

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 **5:30 PM, May 23, 2023** 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 A-1.10. Rights of Parties

- (a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.
- (b) 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.
- (c) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.
- (d) 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 case.

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 C-9.02 (c) 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 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

820 W 7TH ST
Lot: 17 BK: 4 CEDAR CREST

April 21, 2023

Case No: 72679

ELEANOR LOPEZ
1216 MULBERRY AVE
BIG SPRING TX 79720-3631

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
High weeds and grass, needs to be mowed to the center of the easement including alley and curb line. This is the only notice you will receive for the next 12 months. If problem persists, criminal charges will be filed.	Seven (7) days from date of mailing

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

Issued by

MALISSA GARCIA

Name

Code Compliance

Department

(432)264-2506

Phone

mgarcia@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 "M. Garcia". The signature is fluid and cursive, with the first letter of each word being capitalized and prominent.

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

820 W 7TH ST
Lot: 17 BK: 4 CEDAR CREST

April 21, 2023

Case No: 72678

ELEANOR LOPEZ
1216 MULBERRY AVE
BIG SPRING TX 79720-3631

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
There are several items (chairs, pallet, tons of tree limbs) that need to be removed from public view. This is the only notice you will receive for the next 12 months. If the 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

mgarcia@mybigspring.com

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 purple 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

820 W 7TH ST
Lot: 17 BK: 4 CEDAR CREST

April 21, 2023

Case No: 72680

ELEANOR LOPEZ
1216 MULBERRY AVE
BIG SPRING TX 79720-3631

Sent via: First Class US Mail

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

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

250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

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

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

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

Sincerely,

A handwritten signature in black ink that reads "M. Garcia". The signature is written in a cursive, flowing style.

Code Official

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 May 23, 2023, attached as **Exhibit D-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on May 12, 2023.

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

SIGNED on the 16 day of May, 2023.

M. Guerra
AFFIANT

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

Crystal Ramirez
Notary Public, State of Texas

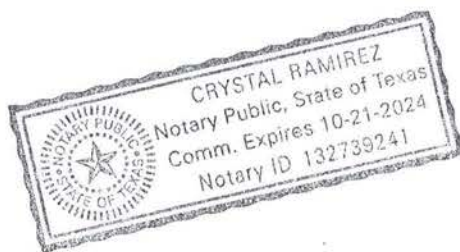


Exhibit D-8



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **MAY 23rd , 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:

803 ROSEMONT, BIG SPRING, TEXAS 79720 – N/2 OF LT 3 & S/61 OF LT 4 BK 2 CENTRAL PARK IRR 1153 0.261 ACRES – OWNER: ESTATE OF M L JOHNSON, SUZANNE J. BUVINGHAUSEN, KERI PEACOCK, & TERRY MURPHY

1008 E 12TH ST, BIG SPRING, TEXAS 79720 – LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT 29 0.161 ACRES – OWNER: TYRA LENDERMON

910 W 4TH ST, BIG SPRING, TEXAS 79720 – LT 12 BK 2 JONES VALLEY 50X150 528 0.172 ACRES – OWNER: ESTATE OF ADOLFO CANTU SR, ROSA G. CANTU, ADOLFO CANTU JR, JASON CANTU, & MARGARITA PADRON

820 WEST 7TH ST, BIG SPRING, TEXAS 79720 – LT 17 BK 4 CEDAR CREST 50X133.5 917 0.153 ACRES ACQ 05252017 – OWNER: ELEANOR LOPEZ, MANUEL LOPEZ, ELISABETH PORTER, EVE RUMSEY, AND ESTHER FROMAN

1206 MAIN ST, BIG SPRING, TEXAS 79720 – S/2 OF LT 3 & N/2 OF LT 4 BK 6 HATHCOCK HEIGHTS 50X150 145 ACQ 03122018 BLK/TRACT 6 0.172 ACRES – OWNER: FERNANDO HERRERA AND MAYRA GUIRADO

611 NOLAN ST, BIG SPRING, TEXAS 79720 – EXC 33' & 3' N/SIDE OF LTS 7-8 BK 48 ORIGINAL TOWN 64X140 0789 ACQ 011310 BLK/TRACT 48 0.206 ACRES – OWNER: JUANITA FLORES

609 BELL ST, BIG SPRING, TEXAS 79720 – LT 8 BK 41 ORIGINAL TOWN 50X140 0854 ACQ 030612 BLK/TRACT 41 0.161 ACRES – OWNER: SAM CASTRO

**605 BELL ST, BIG SPRING, TEXAS 79720 – LTS 9-10 BK 41 ORIGINAL TOWN 100X140
0855 ACQ 10132017 0.321 ACRES – OWNER: NORMA C. LOPEZ**

**703 E 14TH ST, BIG SPRING, TEXAS 79720 – LT 11 BK 11 COLE & STRAYHORN
50X140 451 BLK/TRACT 11 0.161 ACRES ACQ 06192017 – OWNER: SONIA WYRICK &
TERESA TATE HARMON**

**1603 LEXINGTON, BIG SPRING, TEXAS 79720 – LT 2 BK 1 WILEY TERRACE 78X115
692 BLK/TRACT 1 0.206 ACRES – OWNER: ROBERT D. & EDA FAYE SCHAAF**

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, City of Big Spring



910 W. 4th Street

Code Enforcement Officer: Malissa Garcia

Exhibit C-1

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF MALISSA GARCIA
CONCERNING 910 W. 4th Street**

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

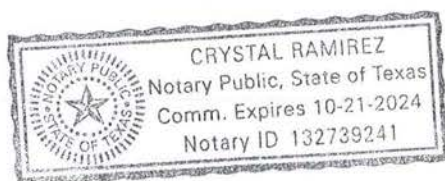
“My name is **Malissa Garcia**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“I am a Code Enforcement Officer 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 **910 W. 4th 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 16 day of May, 2023.

M. Garcia
AFFIANT

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



Crystal Ramirez
Notary Public, State of Texas

Exhibit C-2

Market Value:	\$37,767 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$37,767 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$37,767
Ag Use Value:	\$0

VALUES DISPLAYED ARE 2023 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: CANTU ADOLFO ET UX **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	\$37,767	\$37,767	\$90.23	
02B	CITY OF BIG SPRING	0.673163	\$37,767	\$37,767	\$254.23	
03B	BIG SPRING ISD	0.960900	\$37,767	\$37,767	\$362.90	
052	HOWARD COLLEGE	0.168395	\$37,767	\$37,767	\$63.60	

Total Tax Rate: 2.041374

Estimated Taxes With Exemptions: \$770.96

Estimated Taxes Without Exemptions: \$770.96

STATE OF TEXAS

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§

COUNTY OF HOWARD

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CERTIFICATION
910 W. 4th Street CASE NOTES

“This record, attached as **Exhibit C-3**, 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.

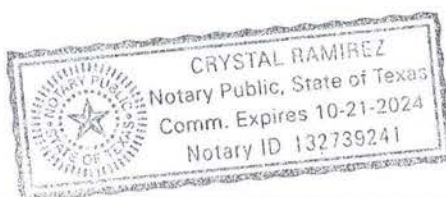
Making this record was a regular practice of that activity.

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-3** as the readout.”

SIGNED on the 16 day of May, 2023.

M. Garcia
AFFIANT

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



Crystal Ramirez
Notary Public, State of Texas

Exhibit C-3

TASK #: 115656

ORIG. DATE:

TASK CODE: INSPECT SUBSTANDARD

DUE DATE:

PROPERTY: 910 W 4TH ST

NOTES

Incident Notes:

Task #: 115656 - INSPECT SUBSTANDARD - 5/04/2023

Task #: 115657 - SUBSTANDARD BLD - 5/04/2023

4-17-2023 Drove by there are 2 structures on this property front property
needs doors and windows repaired and siding. back structure caught fire
may 2, 2022 the house needs to be repaired or knocked down and all the
accumulation by the burnt structure also needs to be removed

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY MALISSA GARCIA**

“With regard to the photographs in **Exhibits C-4** I am familiar with and recognize the scene depicted in the photographs. On April, 17th, 2023 and _____, _____, 2023, I inspected the property described as:

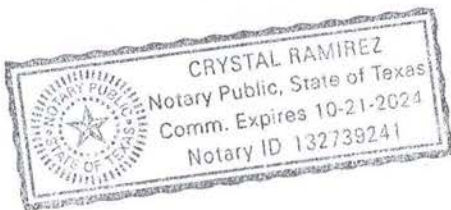
LT 12 BK 2 JONES VALLEY 50X150 528 0.172 ACRES Big Spring, Howard County, Texas, also known as **910 W. 4th Street**, Big Spring, Texas.

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

SIGNED on the 16 day of May, 2023.

M. Garcia
AFFIANT

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



Crystal Ramirez
Notary Public, State of Texas

Exhibit C-4



4/17/2023 10:50



4/17/2023 10:50







4/17/2023 10:46





4/17/2023 10:50



4/17/2023 10:45



4/17/2023 10:45



4/17/2023 10:45



4/17/2023 10:45





4/17/2023 10:46



4/17/2023 10:46





4/17/2023 10:47



4/17/2023 10:48



4/17/2023 10:49



Exhibit C-5

STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY MALISSA GARCIA**

"The document in **Exhibit C-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 C-6** is also attached.

SIGNED on the 16 day of May, 2023.

M. Garcia
AFFIANT

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

Crystal Ramirez
Notary Public, State of Texas

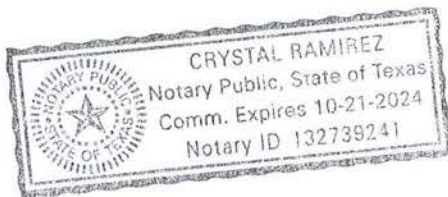


Exhibit C-6



NOTICE OF VIOLATION AND NOTICE OF HEARING

910 W. 4TH STREET, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 12 BK 2 JONES VALLEY 50X150 528 0.172 ACRES,
HOWARD COUNTY

May 12, 2023

Rosa G. Cantu and Estate of Adolfo Cantu
810 Lorilla Street
BIG SPRING, TX 79720

Adolfo Cantu, Jr
209 N.E. 6th St.
Big Spring, TX 79720

Jason Cantu
1005 E. 21st St
Big Spring, TX 79720

Margarita Padron
506 E. 15th 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** have been violated, constituting a nuisance:

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 7. 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	One building had fire damage to the roof that has not been repaired. Both structures are abandoned. Hazardous condition.

persons to resort to the building or structure for committing a nuisance or an unlawful act. 11. 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.	
304.1.1 UNSAFE CONDITIONS. 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: 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.	Walls have holes
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight.
304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.	Windows and doors also need to be repaired on structure.

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

Corrective Action Required

Repair building in front. Demolish building in back if not repaired by owner.

Code Compliance is seeking an order for the following:

- **Repair building in front.**
- **Demolish and remove building/structure in back.**
- **Secure premises**
- **Vacate premises**

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

Issued by

Malissa Garcia
Name

Code Enforcement Officer
Title

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 **5:30 PM, May 23, 2023** 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 A-1.10. Rights of Parties

- (a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.
- (b) 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.
- (c) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

- (d) 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 C-9.02 (c) 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 that reads "M. Garcia". The signature is written in a cursive style with a horizontal line underneath the name.

Malissa Garcia, 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 AND ORDER TO ABATE

910 W 4TH ST
Lot: 12 BK: 2 JONES VALLEY

May 4, 2023

Case No: 72865

ESTATE OF ADOLFO CANTU
810 LORILLA
BIG SPRING TX 79720-1403

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 (pallets, tires mattresses, tree limbs, broken table 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.

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

<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

910 W 4TH ST
Lot: 12 BK: 2 JONES VALLEY

May 4, 2023

Case No: 72863

ESTATE OF ADOLFO CANTU
810 LORILLA
BIG SPRING TX 79720-1403

Sent via: First Class US Mail

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

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

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

Corrective Action Required	Deadline for Compliance
High weeds and grass, needs to be mowed to the center of the easement including alley and curb line. This is the only notice you will receive for the next 12 months. If problem persists, criminal charges will be filed.	Seven (7) days from date of mailing

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

Issued by

MALISSA GARCIA
Name

(432)264-2506
Phone

Code Compliance
Department

mgarcia@mybigspring.com
E-mail

property— with conditions and exceptions stated in PMC Sec. 111.6.

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

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

Sincerely,

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. 432-264-2504

NOTICE OF VIOLATION AND ORDER TO ABATE

910 W 4TH ST
Lot: 12 BK: 2 JONES VALLEY

May 4, 2023

Case No: 72868

ADOLFO CANTU
209 NE 6TH ST
BIG SPRING TX 79720-1403

Sent via: First Class US Mail

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

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

250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "M. Garcia".

Code Official
City of Big Spring, Texas

Exhibit C-7

 INCIDENT

Incident Number <u>220502-061225-BSFD</u>	Incident Date <u>05/02/2022</u>	NFIRS Number <u>0000746</u>	Incident Type <u>(111) - Building fire</u>	
FDID <u>KW601</u>	Station <u>Station 4</u>	Shift <u>A-Shift</u>	District <u>District 1</u>	
Initial Dispatch Code <u></u>				
Alarms <u></u>	Working Fire? <u>Yes</u>	COVID-19 was a factor <u></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>				
Action Taken 2 <u>(21) - Search</u>				

 AID

Aid Given/Received
(N) - None

 LOCATION

Location Type <u>(1) - Street address</u>			
Address <u>910 W4th, B, 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>(400) - Residential, other</u>	Mixed Use <u></u>		

 TIMES

PSAP Received <u>00:27:00, 05/02/2022</u>	Dispatch Notified Time <u>00:27:00, 05/02/2022</u>	Alarm Time <u>00:27:00, 05/02/2022</u>
Arrival Time <u>00:28:00, 05/02/2022</u>	Water on Fire Time <u>00:30:00, 05/02/2022</u>	At Patient Time <u></u>
Loss Stop Time <u></u>	Controlled Time <u>01:00:00, 05/02/2022</u>	Last Unit Cleared Time <u>01:44:00, 05/02/2022</u>
Total On Scene Time <u>1 hrs 16 mins 0 sec</u>	Total Incident Time <u>1 hrs 17 mins 0 sec</u>	

 COUNTS

Counts Include Aid Received?

No

Suppression:

Apparatus	Personnel
5	15

EMS:

Apparatus	Personnel
2	4

Other:

Apparatus	Personnel
3	5

 LOSS

Property:

Estimated Property Losses
30000

Estimated Property Value

Content:

Estimated Content Losses
0

Estimated Content Value

 AUTHORIZATION

Report Writer:

Name	Employee Number	Assignment	Authorization Date
CAVAZOS, ALBERTO	1487	Sta4A	05/02/2022

Officer in Charge:

Name	Employee Number	Assignment	Authorization Date
CAVAZOS, ALBERTO	1487	Sta4A	05/02/2022

Quality Control:

Name	Authorization Date

 INCIDENT NARRATIVE

E4, L1, R2 and BAT 1 responded to the area of 1000Blk of W4th for a possible structure fire. Upon arrival to the address listed above to find a single story structure with fire coming out of the Charlie side windows. Bystander Jay Tagget (432)4665353 was walking by and noticed the house on fire. Mr. Tagget stated his friends lived at this address and was possibly inside. 250' pulled with a quick attack and entry to the charlie side back door to extinguish fire. Quick search of the house revealed nobody was inside. Overhaul began and vertical ventilation with two roof cut made. Fire was completely extinguished and scene turned over to fire investigator Childers

Created By: CAVAZOS, ALBERTO



Unit Reports

UNIT 11

Use	Responding From	Priority
(0) - Other	City of Big Spring	Emergent

Response Delays

Dispatch Time	Enroute Time	Arrival Time
00:27:00, 05/02/2022	00:27:00, 05/02/2022	00:28:00, 05/02/2022

At Patient Time	Clear Time	In District Time
	01:44:00, 05/02/2022	

Person 2: MONCRIEF, CHARLES

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

Person 3: ROSAS, STEPHEN

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

LADDER 1Use
(1) - SuppressionResponding From
City of Big SpringPriority
EmergentResponse Delays
None/No DelayDispatch Time
00:27:00, 05/02/2022Enroute Time
00:27:00, 05/02/2022Arrival Time
00:28:00, 05/02/2022

At Patient Time

Clear Time
01:44:00, 05/02/2022

In District Time

Actions Taken:

Person 1: Ragle, Aaron

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

Person 1: LOUDERMILK, PRESTON

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

Person 2: DARROW, COLBY

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) - OtherResponding From
City of Big SpringPriority
EmergentResponse Delays
None/No DelayDispatch Time
00:27:00, 05/02/2022Enroute Time
00:27:00, 05/02/2022Arrival Time
00:28:00, 05/02/2022

At Patient Time

Clear Time
01:44:00, 05/02/2022

In District Time

Actions Taken:

Person 1: CHILDERS, AUSTIN

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

IGNITION

Type of Material First Ignited

(00) - Type of material first ignited, other

Cause of Ignition

(5) - Cause under investigation

Factors Contributing to Ignition 1

(UU) - Undetermined

Human Factors Contributing to Ignition

(N) - None

Est. Age of Person Involved

Gender of Person Involved

STRUCTURE

Structure Type

(1) - Enclosed building

Stories Above Grade

0

Stories Below Grade

0

Building Status

(6) - Vacant and unsecured

Length

30 ft

Width

40 ft

Total Square Feet

1200 sq ft

Story of Fire Origin

1

Fire Spread

(4) - Confined to building of origin

Item Contributing Most to Flame Spread

Type of Material

Number of Stories with Damage

Minor Damage

Significant Damage

Heavy Damage

Extreme Damage

Total Stories

PROTECTIVE SYSTEMS

Presence of Detector

(U) - Undetermined

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
OF POSTING OF PUBLIC HEARING**

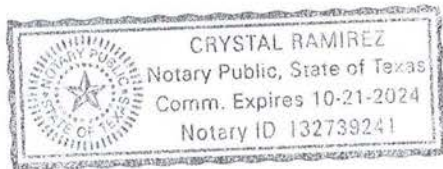
"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for May 23, 2023, attached as **Exhibit C-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on May 12, 2023.

~~This notice was also published in the Big Spring Herald on _____, 2023."~~

SIGNED on the 16 day of May, 2023.

M. Garcia
AFFIANT

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



Crystal Ramirez
Notary Public, State of Texas

Exhibit C-8



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **MAY 23rd , 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:

803 ROSEMONT, BIG SPRING, TEXAS 79720 – N/2 OF LT 3 & S/61 OF LT 4 BK 2 CENTRAL PARK IRR 1153 0.261 ACRES – OWNER: ESTATE OF M L JOHNSON, SUZANNE J. BUVINGHAUSEN, KERI PEACOCK, & TERRY MURPHY

1008 E 12TH ST, BIG SPRING, TEXAS 79720 – LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT 29 0.161 ACRES – OWNER: TYRA LENDERMON

910 W 4TH ST, BIG SPRING, TEXAS 79720 – LT 12 BK 2 JONES VALLEY 50X150 528 0.172 ACRES – OWNER: ESTATE OF ADOLFO CANTU SR, ROSA G. CANTU, ADOLFO CANTU JR, JASON CANTU, & MARGARITA PADRON

820 WEST 7TH ST, BIG SPRING, TEXAS 79720 – LT 17 BK 4 CEDAR CREST 50X133.5 917 0.153 ACRES ACQ 05252017 – OWNER: ELEANOR LOPEZ, MANUEL LOPEZ, ELISABETH PORTER, EVE RUMSEY, AND ESTHER FROMAN

1206 MAIN ST, BIG SPRING, TEXAS 79720 – S/2 OF LT 3 & N/2 OF LT 4 BK 6 HATHCOCK HEIGHTS 50X150 145 ACQ 03122018 BLK/TRACT 6 0.172 ACRES – OWNER: FERNANDO HERRERA AND MAYRA GUIRADO

611 NOLAN ST, BIG SPRING, TEXAS 79720 – EXC 33' & 3' N/SIDE OF LTS 7-8 BK 48 ORIGINAL TOWN 64X140 0789 ACQ 011310 BLK/TRACT 48 0.206 ACRES – OWNER: JUANITA FLORES

609 BELL ST, BIG SPRING, TEXAS 79720 – LT 8 BK 41 ORIGINAL TOWN 50X140 0854 ACQ 030612 BLK/TRACT 41 0.161 ACRES – OWNER: SAM CASTRO

**605 BELL ST, BIG SPRING, TEXAS 79720 – LTS 9-10 BK 41 ORIGINAL TOWN 100X140
0855 ACQ 10132017 0.321 ACRES – OWNER: NORMA C. LOPEZ**

**703 E 14TH ST, BIG SPRING, TEXAS 79720 – LT 11 BK 11 COLE & STRAYHORN
50X140 451 BLK/TRACT 11 0.161 ACRES ACQ 06192017 – OWNER: SONIA WYRICK &
TERESA TATE HARMON**

**1603 LEXINGTON, BIG SPRING, TEXAS 79720 – LT 2 BK 1 WILEY TERRACE 78X115
692 BLK/TRACT 1 0.206 ACRES – OWNER: ROBERT D. & EDA FAYE SCHAAF**

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, City of Big Spring



5/12/2023 15:05

1603 Lexington

Code Compliance Official: Ashley Guerra

Exhibit J-1

STATE OF TEXAS

§

§

COUNTY OF HOWARD

§

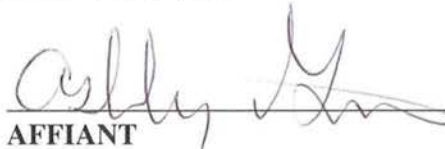
**AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 1603 Lexington**

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

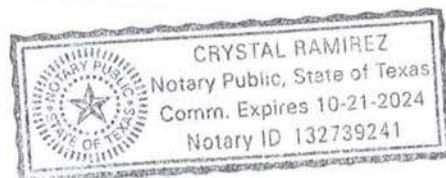
“My name is **Ashley Guerra**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“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 **1603 Lexington**, 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 16 day of May, 2023.


AFFIANT

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




Notary Public, State of Texas

Exhibit J-2

Geo ID : B6140000200

Site plan of the LA 1354 lot. The lot is rectangular and divided into two main sections by a horizontal line. The top section is labeled "LA 1354" and contains two proposed parking spaces, each labeled "CPF 20". The bottom section contains three proposed parking spaces, each labeled "CPF 48". The lot is bounded by a 25' setback on the left and a 25' setback on the right. The lot is also divided into two sections by a horizontal line. The top section is labeled "LA 1354" and contains two proposed parking spaces, each labeled "CPF 20". The bottom section contains three proposed parking spaces, each labeled "CPF 48". The lot is bounded by a 25' setback on the left and a 25' setback on the right.

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

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

[illegible]

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 Spe
LFF18	78.0 FF/78.0 RF/115.0 DF LOTS	70.0		70.00		0%		Y	5,460	A1					
									=====						
									5,460						

Comments	

	2023	Ptd	Change +/-	Prior	2022	Ptd	Entity / Description	Exemption	Txbl Value	Rate Per \$100	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Cod
Impr Homesite +	4,443	A1	-978	5,421	A1		01H HOWARD COUNTY	0	9,903	.3275450		32.44	HSAPPNOT17	BSISDE GD22
Land Homesite +	5,460	A1	0	5,460	A1		02B CITY OF BIG SPRING	0	9,903	.6731630		66.66	HSAPPNOT18	
Total Market =	9,903		-978	10,881			03B BIG SPRING ISD	0	9,903	1.0160000		100.61	HSAPPNOT19	
Assessed =	9,903		-978	10,881			052 HOWARD COLLEGE	0	9,903	.2367770		23.45	HSAPPNOT20	
							** ESTIMATED TOTAL					=====	HSAPPNOT21	
												223.16	HSAPPNOT22	



Property Details

Account

Property ID:	287318	Geographic ID: B6140000200
Type:	Real	Zoning:
Property Use:		Condo:

Location

Situs Address:	1603 LEXINGTON
Map ID:	Mapsc0:
Legal Description:	LT 2 BK 1 WILEY TERRACE 78X115 692 BLK/TRACT 1 0.206 ACRES
Abstract/Subdivision:	
Neighborhood:	GOLD GOLIAD

Owner ?

Owner ID:	23292
Name:	SCHAAF ROBERT D ET UX
Agent:	
Mailing Address:	1603 LEXINGTON BIG SPRING , TX 79720
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$6,303 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$6,825 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)

Market Value:	\$13,128 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$13,128 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$13,128
Ag Use Value:	\$0

VALUES DISPLAYED ARE 2023 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: SCHAAF ROBERT D ET UX **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	\$13,128	\$13,128	\$31.36	
02B	CITY OF BIG SPRING	0.673163	\$13,128	\$13,128	\$88.37	
03B	BIG SPRING ISD	0.960900	\$13,128	\$13,128	\$126.15	
052	HOWARD COLLEGE	0.168395	\$13,128	\$13,128	\$22.11	

Total Tax Rate: 2.041374

Estimated Taxes With Exemptions: \$267.99

Estimated Taxes Without Exemptions: \$267.99

Owners & Residents

Robert D Schaaf

Robert Schaaf

Wanda Schaaf

Phone

(432) 238-7388

Robert D Schaaf

Phone

(432) 267-1213, (432) 238-7388

Property Details

Lot Details	
Land Use Code	385
County Land Use Code	48227
County	Howard
Subdivision Description	ACRES: 0.206 LT 2 BK 1 WILEY TERRACE 78X11 5 692 BLK/TRACT 1 0.206 ACRES
Lot Size	8,973 sq. ft.

Property Values, Street View & Maps

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
1603 Lexington CASE NOTES

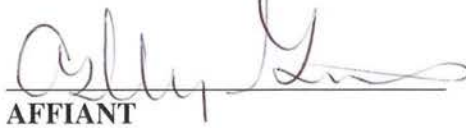
“This record, attached as **Exhibit J-3**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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.

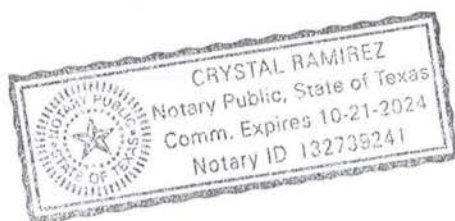
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout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

SIGNED on the 16 day of may, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of may, 2023

by the above referenced Affiant.



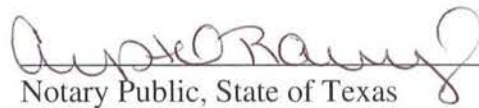

Notary Public, State of Texas

Exhibit J-3

05-05-2023 08:21 AM

TASK NOTES REPORT

TASK #: 115525
TASK CODE: INSPECT SUBSTANDARD
PROPERTY: 1603 LEXINGTON AVE

ORIG. DATE:
DUE DATE:

NOTES

Incident Notes:

Task #: 115525 - INSPECT SUBSTANDARD - 4/28/2023
ON 1-18-23 NOTICED A BURNT STRUCTURE
ON 4-28-23 OPENED UP THE CASE
OWNER IS ROBERT SCHAAF
turned into legal 5-5-23
no contact has been made

Task #: 115526 - SUBSTANDARD BLD - 4/28/2023

STATE OF TEXAS

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§

COUNTY OF HOWARD

§

**CERTIFICATION OF
PHOTOGRAPHS BY ASHLEY GUERRA**

“With regard to the photographs in **Exhibits J-4** I am familiar with and recognize the scene depicted in the photographs. On May, 18th, 2023 and April, 28th, 2023, I inspected the property described as:

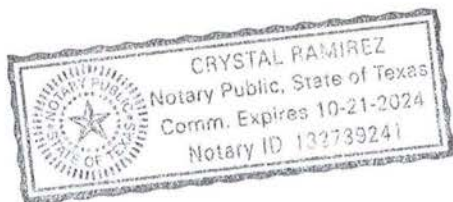
LT 2 BK 1 WILEY TERRACE 78X115 692 BLK/TRACT 1 0.206 ACRES Big Spring, Howard County, Texas, also known as **1603 Lexington**, Big Spring, Texas.

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

SIGNED on the 16 day of May, 2023.

Ashley Guerra
AFFIANT

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



Crystal Ramirez
Notary Public, State of Texas

Exhibit J-4





1/18/2023 15:44





1/18/2023 15:45









4/28/2023 14:22





4/28/2023 14:20







Exhibit J-5

STATE OF TEXAS

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§

COUNTY OF HOWARD

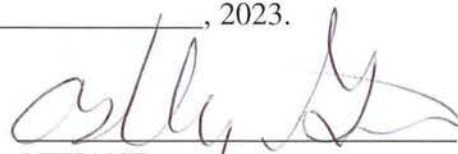
§

**CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA**

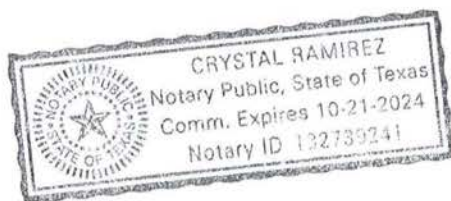
“The document in **Exhibit J-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 16 day of may, 2023.


AFFIANT

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



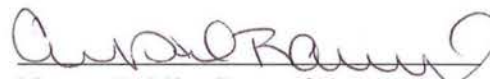

Notary Public, State of Texas

Exhibit J-6



Code Compliance

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

NOTICE OF VIOLATION AND NOTICE OF HEARING

1603 LEXINGTON, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 2 BK 1 WILEY TERRACE 78X115 692 BLK/TRACT 1
0.206 ACRES, HOWARD COUNTY

May 12, 2023

Robert and Eda Faye Schaaf
1603 Lexington
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** have been violated, constituting a nuisance:

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 11. 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 had fire damage to the roof that has not been repaired. Hazardous condition.
304.1.1 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.	Exterior walls unsafe condition.
304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.	Windows need to be replaced.

Corrective Action Required

Repair building or demolish building

Code Compliance is seeking an order for the following:

- Demolish and remove structure if owner does not repair structure.
- Secure premises
- Vacate premises

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

Issued by

Ashley Guerra

Name

Code Compliance Official

Title

+1 (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

5:30 PM, May 23, 2023 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 A-1.10. Rights of Parties

- (a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.
- (b) 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.
- (c) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.
- (d) 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 C-9.02 (c)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 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

1603 LEXINGTON AVE
Lot: 2 BK: 1 WILEY TERRACE 692

April 28, 2023

Case No: 72795

ROBERT SCHAAF
1603 LEXINGTON
BIG SPRING TX 79720

Sent via: First Class US Mail

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

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

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

Corrective Action Required	Deadline for Compliance
There are several items (HOLE BUNCH OF TRASH) that need to be removed from public view. This is the only notice you will receive for the next 12 months. If the 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

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 'Sally L.' with a large, stylized flourish at the end.

Code Compliance
City of Big Spring, Texas

Exhibit J-7

STATE OF TEXAS

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COUNTY OF HOWARD

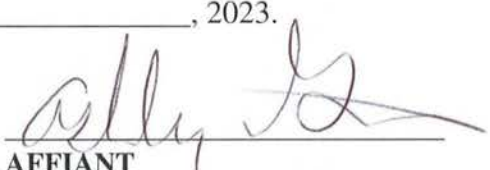
§

**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for May 23, 2023, attached as **Exhibit J-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on May 12th, 2023.

~~"(This notice was also published in the Big Spring Herald on _____, 2023."~~

SIGNED on the 16 day of May, 2023.


AFFIANT

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


Notary Public, State of Texas

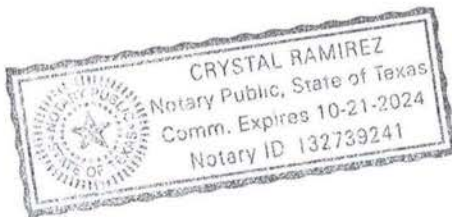


Exhibit J-8



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **MAY 23rd, 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:

803 ROSEMONT, BIG SPRING, TEXAS 79720 – N/2 OF LT 3 & S/61 OF LT 4 BK 2 CENTRAL PARK IRR 1153 0.261 ACRES – OWNER: ESTATE OF M L JOHNSON, SUZANNE J. BUVINGHAUSEN, KERI PEACOCK, & TERRY MURPHY

1008 E 12TH ST, BIG SPRING, TEXAS 79720 – LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT 29 0.161 ACRES – OWNER: TYRA LENDERMON

910 W 4TH ST, BIG SPRING, TEXAS 79720 – LT 12 BK 2 JONES VALLEY 50X150 528 0.172 ACRES – OWNER: ESTATE OF ADOLFO CANTU SR, ROSA G. CANTU, ADOLFO CANTU JR, JASON CANTU, & MARGARITA PADRON

820 WEST 7TH ST, BIG SPRING, TEXAS 79720 – LT 17 BK 4 CEDAR CREST 50X133.5 917 0.153 ACRES ACQ 05252017 – OWNER: ELEANOR LOPEZ, MANUEL LOPEZ, ELISABETH PORTER, EVE RUMSEY, AND ESTHER FROMAN

1206 MAIN ST, BIG SPRING, TEXAS 79720 – S/2 OF LT 3 & N/2 OF LT 4 BK 6 HATHCOCK HEIGHTS 50X150 145 ACQ 03122018 BLK/TRACT 6 0.172 ACRES – OWNER: FERNANDO HERRERA AND MAYRA GUIRADO

611 NOLAN ST, BIG SPRING, TEXAS 79720 – EXC 33' & 3' N/SIDE OF LTS 7-8 BK 48 ORIGINAL TOWN 64X140 0789 ACQ 011310 BLK/TRACT 48 0.206 ACRES – OWNER: JUANITA FLORES

609 BELL ST, BIG SPRING, TEXAS 79720 – LT 8 BK 41 ORIGINAL TOWN 50X140 0854 ACQ 030612 BLK/TRACT 41 0.161 ACRES – OWNER: SAM CASTRO

**605 BELL ST, BIG SPRING, TEXAS 79720 – LTS 9-10 BK 41 ORIGINAL TOWN 100X140
0855 ACQ 10132017 0.321 ACRES – OWNER: NORMA C. LOPEZ**

**703 E 14TH ST, BIG SPRING, TEXAS 79720 – LT 11 BK 11 COLE & STRAYHORN
50X140 451 BLK/TRACT 11 0.161 ACRES ACQ 06192017 – OWNER: SONIA WYRICK &
TERESA TATE HARMON**

**1603 LEXINGTON, BIG SPRING, TEXAS 79720 – LT 2 BK 1 WILEY TERRACE 78X115
692 BLK/TRACT 1 0.206 ACRES – OWNER: ROBERT D. & EDA FAYE SCHAAF**

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, City of Big Spring



703 E 14th Street

Code Compliance Official: Ashley Guerra

Exhibit I-1

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 703 E 14th Street**

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

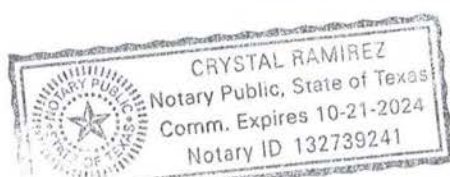
“My name is **Ashley Guerra**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“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 **703 E 14th 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 16 day of May, 2023.


AFFIANT

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



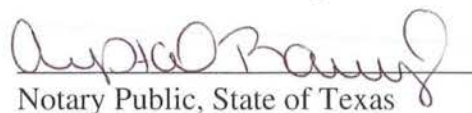

Notary Public, State of Texas

Exhibit I-2

Property Details

Account		
Property ID:	278916	Geographic ID: B2880011300
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	703 E 14TH	
Map ID:		Mapsco:
Legal Description:	LT 11 BK 11 COLE & STRAYHORN 50X140 451 BLK/TRACT 11 0.161 ACRES ACQ 06192017	
Abstract/Subdivision:		
Neighborhood:	GOLD GOLIAD	
Owner ⓘ		
Owner ID:	416249	
Name:	WYRICK SONIA HAROM TERESA TATE	
Agent:		
Mailing Address:	4307 N FM 820 COAHOMA, TX 79511	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$6,471 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$4,375 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)

Market Value:	\$10,846 (=)
Agricultural Value Loss: ?	\$0 (-)
Appraised Value:	\$10,846 (=)
Homestead Cap Loss: ?	\$0 (-)
Assessed Value:	\$10,846
Ag Use Value:	\$0

VALUES DISPLAYED ARE 2023 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: WYRICK SONIA HAROM TERESA TATE %**Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	\$10,846	\$10,846	\$25.91	
02B	CITY OF BIG SPRING	0.673163	\$10,846	\$10,846	\$73.01	
03B	BIG SPRING ISD	0.960900	\$10,846	\$10,846	\$104.22	
052	HOWARD COLLEGE	0.168395	\$10,846	\$10,846	\$18.26	

Total Tax Rate: 2.041374

Estimated Taxes With Exemptions: \$221.40

Estimated Taxes Without Exemptions: \$221.40

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
703 E 14th Street CASE NOTES

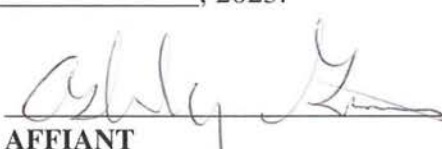
“This record, attached as **Exhibit I-3**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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.

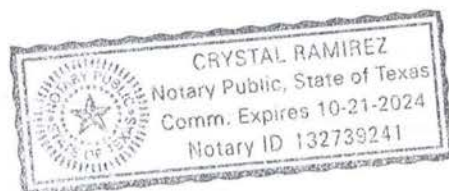
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout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

SIGNED on the 16 day of may, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of may, 2023

by the above referenced Affiant.



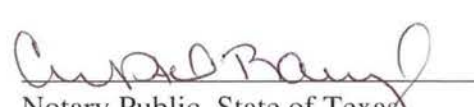

Notary Public, State of Texas

Exhibit I-3

4-2023 01:35 PM

TASK NOTES REPORT

Task #: 115638

ORIG. DATE:

Code: INSPECT SUBSTANDARD

DUE DATE:

Property: 703 E 14TH ST

Notes:

Ident Notes:

Task #: 115638 - INSPECT SUBSTANDARD - 5/04/2023

N 4-8-23 WAS DRIVING ON 14TH NOTICED SUB/STRUCTURES THERE IS A LITTLE
STRUCTURE IN THE BACK YARD
OWNER IS WYRICK SONIA HAROM TERESA TATE
SENT TO LEGAL ON 5-4-23

Task #: 115639 - SUBSTANDARD BLD - 5/04/2023

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY ASHLEY GUERRA**

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

LT 11 BK 11 COLE & STRAYHORN 50X140 451 BLK/TRACT 11 0.161
ACRES ACQ 06192017 Big Spring, Howard County, Texas, also known as **703**
E 14th Street, Big Spring, Texas.

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

SIGNED on the 16 day of may, 2023.


AFFIANT

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


Notary Public, State of Texas

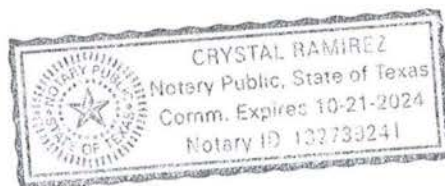


Exhibit I-4



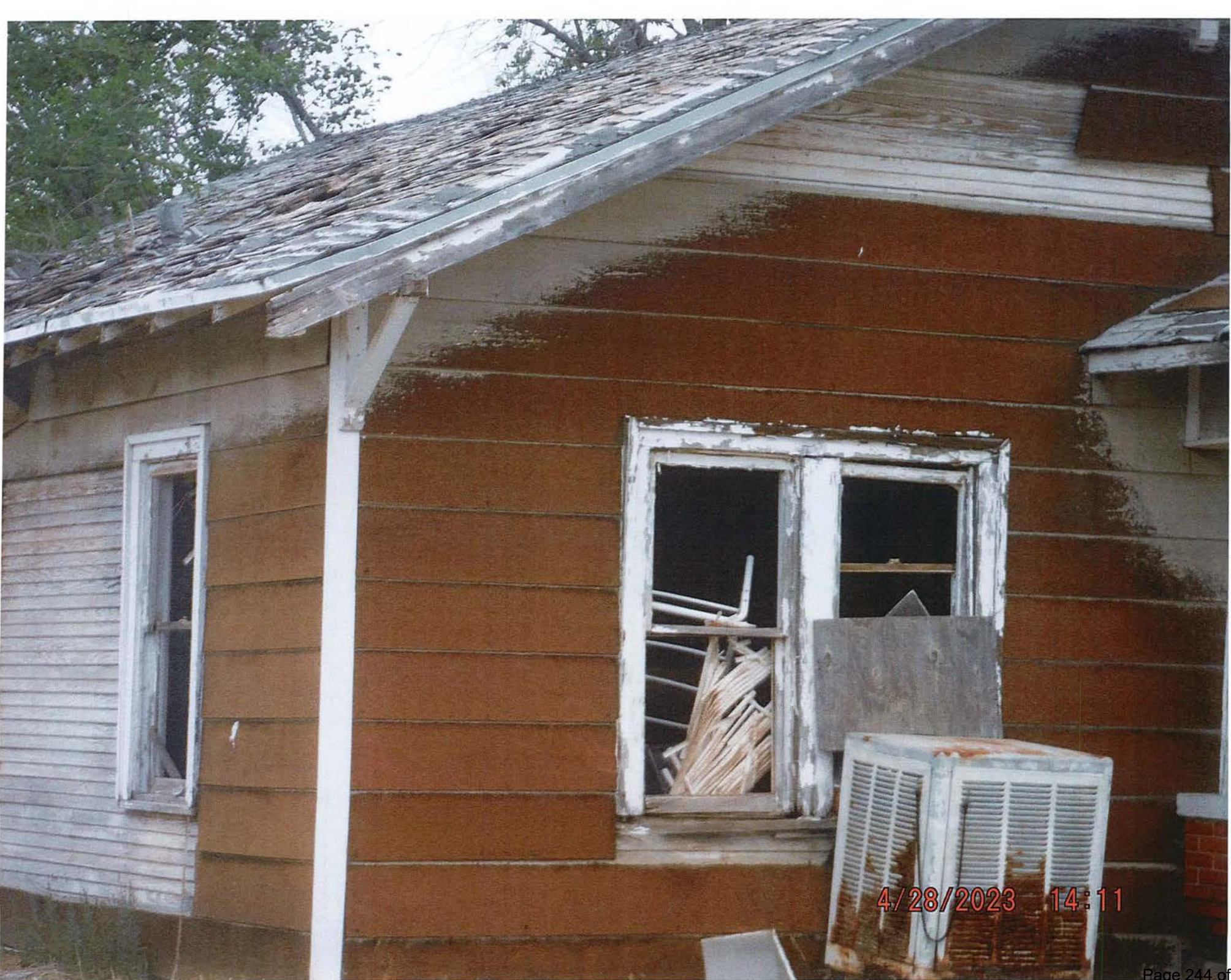






4/28/2023 14:14





4/28/2023 14:11

Exhibit I-5

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA**

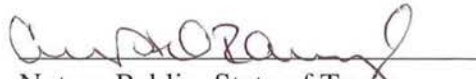
“The document in **Exhibit I-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 16 day of may, 2023.


AFFIANT

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


Notary Public, State of Texas

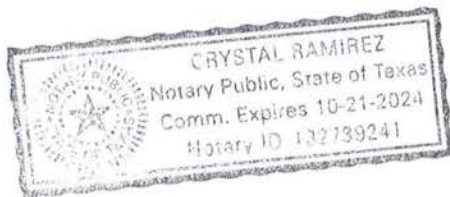


Exhibit I-6



Code Compliance

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

NOTICE OF VIOLATION AND NOTICE OF HEARING

703 E 14th ST, BIG SPRING, TEXAS 79720

**LEGAL DESCRIPTION: LT 11 BK 11 COLE & STRAYHORN 50X140 451 BLK/TRACT
11 0.161 ACRES ACQ 06192017, HOWARD COUNTY**

May 12, 2023

Sonia Wyrick and Teresa Tate Harmon
4307 N FM 820
BIG SPRING, TX 79511

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** have been violated, constituting a nuisance:

VIOLATION	DESCRIPTION OF VIOLATION
304.1.1 UNSAFE CONDITIONS. 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: 8. 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 roof appears to admit rain and has signs of deterioration. Unsafe condition.
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight.
304. Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.	Windows need to be replaced

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

Corrective Action Required

Repair both buildings or demolish buildings (both)

Code Compliance is seeking an order for the following:

- Demolish and remove both structures if owner does not repair
- Secure premises
- Vacate premises

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

Issued by

Ashley Guerra

Name

Code Compliance Official

Title

+1 (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 **5:30 PM, May 23, 2023** 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 A-1.10. Rights of Parties

- (a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.
- (b) 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.
- (c) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.
- (d) 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 C-9.02 (c)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.

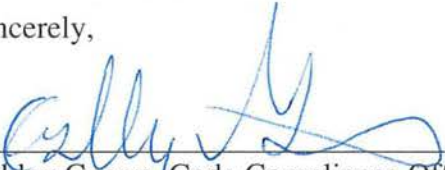
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless,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

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 May 23, 2023, attached as **Exhibit I-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on May 12th, 2023.

~~AG~~ This notice was also published in the Big Spring Herald on _____, 2023."

SIGNED on the 16 day of May, 2023.

Ashly Is
AFFIANT

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

Crystal Ramirez
Notary Public, State of Texas

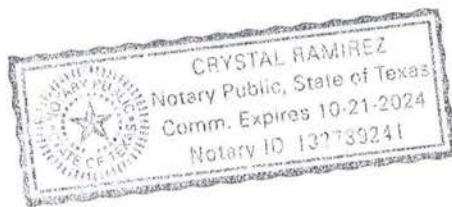


Exhibit I-8



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **MAY 23rd , 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:

803 ROSEMONT, BIG SPRING, TEXAS 79720 – N/2 OF LT 3 & S/61 OF LT 4 BK 2 CENTRAL PARK IRR 1153 0.261 ACRES – OWNER: ESTATE OF M L JOHNSON, SUZANNE J. BUIVINGHAUSEN, KERI PEACOCK, & TERRY MURPHY

1008 E 12TH ST, BIG SPRING, TEXAS 79720 – LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT 29 0.161 ACRES – OWNER: TYRA LENDERMON

910 W 4TH ST, BIG SPRING, TEXAS 79720 – LT 12 BK 2 JONES VALLEY 50X150 528 0.172 ACRES – OWNER: ESTATE OF ADOLFO CANTU SR, ROSA G. CANTU, ADOLFO CANTU JR, JASON CANTU, & MARGARITA PADRON

820 WEST 7TH ST, BIG SPRING, TEXAS 79720 – LT 17 BK 4 CEDAR CREST 50X133.5 917 0.153 ACRES ACQ 05252017 – OWNER: ELEANOR LOPEZ, MANUEL LOPEZ, ELISABETH PORTER, EVE RUMSEY, AND ESTHER FROMAN

1206 MAIN ST, BIG SPRING, TEXAS 79720 – S/2 OF LT 3 & N/2 OF LT 4 BK 6 HATHCOCK HEIGHTS 50X150 145 ACQ 03122018 BLK/TRACT 6 0.172 ACRES – OWNER: FERNANDO HERRERA AND MAYRA GUIRADO

611 NOLAN ST, BIG SPRING, TEXAS 79720 – EXC 33' & 3' N/SIDE OF LTS 7-8 BK 48 ORIGINAL TOWN 64X140 0789 ACQ 011310 BLK/TRACT 48 0.206 ACRES – OWNER: JUANITA FLORES

609 BELL ST, BIG SPRING, TEXAS 79720 – LT 8 BK 41 ORIGINAL TOWN 50X140 0854 ACQ 030612 BLK/TRACT 41 0.161 ACRES – OWNER: SAM CASTRO

**605 BELL ST, BIG SPRING, TEXAS 79720 – LTS 9-10 BK 41 ORIGINAL TOWN 100X140
0855 ACQ 10132017 0.321 ACRES – OWNER: NORMA C. LOPEZ**

**703 E 14TH ST, BIG SPRING, TEXAS 79720 – LT 11 BK 11 COLE & STRAYHORN
50X140 451 BLK/TRACT 11 0.161 ACRES ACQ 06192017 – OWNER: SONIA WYRICK &
TERESA TATE HARMON**

**1603 LEXINGTON, BIG SPRING, TEXAS 79720 – LT 2 BK 1 WILEY TERRACE 78X115
692 BLK/TRACT 1 0.206 ACRES – OWNER: ROBERT D. & EDA FAYE SCHAAF**

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, City of Big Spring



605 Bell Street

Code Enforcement Officer: Roy Marquez

Exhibit H-1

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF ROY MARQUEZ
CONCERNING 605 Bell Street**

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

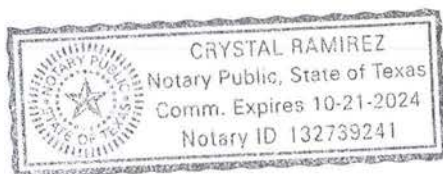
“My name is **Roy Marquez**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“I am a Code Enforcement Officer 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 **605 Bell 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 16 day of May, 2023.

Roy Marquez
AFFIANT

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



Crystal Ramirez
Notary Public, State of Texas

Exhibit H-2

HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000008222

Geo ID : B4830036600

1/1

Ownership	Exemptions/Deed
LOPEZ NORMA C 1206 MESQUITE BIG SPRING, TX 79720	INST: 2017-00010980 VOL: 1661 PAGE: 763 DATE: 10/13/2017



Legal Information
LEGAL: LTS 9-10 BK 41 ORIGINAL TOWN 100X140 0855 ACQ 10132017 0.321 ACRES SITUS: 605 BELL ACRES:0.321 ALT:8222 XREF:8222.1
UNCERTIFIED
Appraisal Coding Appr By BS Appr Dt 08/21/17 Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
10/13/17		1661	763	2017-00010980	10/13/17	+++++	+++++	LOPEZ NORMA C	ZARRAGA LUPE
5/27/09		1138	775	0	5/27/09	+++++	+++++	LAWSON JULIE	CARPENTER RUDY SR
5/27/09		1138	772	0	5/27/09	+++++	+++++	ZARRAGA LUPE	LAWSON JULIE

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	RS3F	2,187	87.44	191,231	0 VP	-95%		0%	-35%	0%	100%	0%	-96.8%	6,215	AST-1 STORY	0
OPF-OPEN PORCH / PAT	Y	1908/NA	RS3F	483	5.25	2,534	0 VP	-95%		0%	-35%	0%	100%	0%	-96.7%	83	AUT-ALL	0
STG2F-AVG QUALITY ST	Y	1908/NA	RS3F	450	11.00	4,950	0 VP	-95%		0%	-35%	0%	100%	0%	-96.7%	161	CRM-COMPOSITION	0
				=====		=====	=====									=====	FET-FRAME	0
				3,120		198,715	0									6,459	HRT-HIP	0
SQFT MA: 2187 MKT CSF MA: 4.782 CSF IMPR: 2.953 LOC CODE: OT																		
																	MHC-MOIST AIR	0
																	PFN-PIER AND BE	0
																	1BT-1 BATH	0
																	=====	0

SQFT MA: 2187 MKT CSF MA: 4.782 CSF IMPR: 2.953 LOC CODE: OT

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	100.0 FF/100.0 RF/140.0 DF LOTS	40.0		40.00		0%		Y	4,000	A1						
									=====							=====
									4,000							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 +	6,459	A1	-279	6,738	A1	01H HOWARD COUNTY	0	10,459	.3275450		34.26	MULTI	BSISDW
Land Homesite +	4,000	A1	0	4,000	A1	02B CITY OF BIG SPRING	0	10,459	.6731630		70.41		OT22
Total Market =	10,459		-279	10,738		03B BIG SPRING ISD	0	10,459	1.0160000		106.26		
Assessed =	10,459		-279	10,738		052 HOWARD COLLEGE	0	10,459	.2367770		24.76		
						** ESTIMATED TOTAL			=====		235.69		

Property Details

Account		
Property ID:	284802	Geographic ID: B4830036600
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	605 BELL	
Map ID:		Mapsco:
Legal Description:	LTS 9-10 BK 41 ORIGINAL TOWN 100X140 0855 ACQ 10132017 0.321 ACRES	
Abstract/Subdivision:		
Neighborhood:	CDCS CEDAR CREST	
Owner 		
Owner ID:	401916	
Name:	LOPEZ NORMA C	
Agent:		
Mailing Address:	1206 MESQUITE BIG SPRING, TX 79720	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$9,255 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$5,000 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)

Market Value:	\$14,255 (=)
Agricultural Value Loss: ?	\$0 (-)
Appraised Value:	\$14,255 (=)
Homestead Cap Loss: ?	\$0 (-)
Assessed Value:	\$14,255
Ag Use Value:	\$0

VALUES DISPLAYED ARE 2023 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: LOPEZ NORMA C %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	\$14,255	\$14,255	\$34.06	
02B	CITY OF BIG SPRING	0.673163	\$14,255	\$14,255	\$95.96	
03B	BIG SPRING ISD	0.930900	\$14,255	\$14,255	\$132.70	
052	HOWARD COLLEGE	0.168395	\$14,255	\$14,255	\$24.00	

Total Tax Rate: 2.011374

Estimated Taxes With Exemptions: \$286.72

Estimated Taxes Without Exemptions: \$286.72

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
605 Bell Street CASE NOTES

“This record, attached as **Exhibit H-3**, 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.

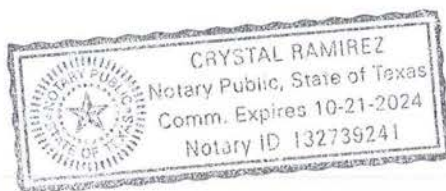
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout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

SIGNED on the 16 day of May, 2023.

Ray Marquez
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of May, 2023

by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit H-3

INCIDENT #: 72253

ORIG. DATE:

INCIDENT CODE: 300-0002 SUBSTND BLD

PROPERTY: 605 BELL

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/ ROOF IS MISSING/LOOSE FALLING SHINGLES AND HOLES IN THE
SHEATHING THE EAVES AND OVERHANGS ARE EXPOSED, STRUCTURE IS NOT TOTALLY
SECURED. EXTERIOR OF STRUCTURE IS EXPOSED TO ELEMENTS ON THE REAR.
ACCESSORY STRUCTURES ARE ALSO A SAFETY HAZARD WITH EXPOSED/UNSECURED
DOORS, ROOF IS MISSING WITH METAL FALLING OFF.

Task #: 114561 - INSPECT SUBSTANDARD - 2/13/2023

ON 2-8-23 @ 13:52 CODE ENFORCEMENT OFFICER ROY MARQUEZ INSPECTED PROPERTY
FOR SUBSTANDARD STRUCTURE VIOLATION, FOUND MAIN STRUCTURE AND ACCESSORY
BUILDING WITH MISSING ROOFING, HOLES IN ROOF, EXPOSED PARTS OF STRUCTURE,
UNSECURED. PICTURES WERE TAKEN, LETTER WILL BE SENT

Task #: 114562 - SUBSTANDARD BLD - 2/13/2023

Task #: 115705 - REINSPECT SUBSTANDRD - 5/09/2023

AS OF 5-8-23 CODE ENFORCEMENT HAS NOT BEEN CONTACTED BY OWNER ON
IMPROVEMENT TO STRUCTURE. OFFICER WILL SEND COMPLAINT REQUEST TO COUNCIL
FOR ABATEMENT.

NOTES

Incident Notes:

THERE ARE PILES OF DEBRIS, WOOD, DEAD TREE MATERIAL, IN VARIOUS PLACES IN BACKYARD. THIS NEEDS TO BE PICKED UP FROM PROPERTY AND PROPERLY DISPOSED OF. IT IS ASKED THAT PROPERTY BE MAINTAINED ON A REGULAR BASIS.

Task #: 114559 - INSPECT ACCUMULATED - 2/13/2023

ON 2-8-23 @ 14:00 CODE ENFORCEMENT OFFICER ROY MARQUEZ INSPECTED PROPERTY FOR ACCUMULATED ITEMS VIOLATION, FOUND PILES OF DEBRIS, WOOD, DEAD TREE MATERIAL, MISCELLANEOUS ITEMS IN BACKYARD. PICTURES WERE TAKEN, LETTER WILL BE SENT.

ON 5-8-23 @ 13:50 CODE ENFORCEMENT ROY MARQUEZ REINSPECTED PROPERTY FOR ACCUMULATED ITEMS VIOLATION, PROPERTY REMAINS TEH SAME CONDITION IN BACKYARD. WILL SEND COMPLAINT REQUEST TO COUNCIL FOR ABATEMENT.

Task #: 114560 - ACCUMULATED ITEMS - 2/13/2023

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY ROY MARQUEZ**

“With regard to the photographs in **Exhibits H-4** I am familiar with and recognize the scene depicted in the photographs. On February 8th, 2023 and May 8th, 2023, I inspected the property described as:

LTS 9-10 BK 41 ORIGINAL TOWN 100X140 0855 ACQ 10132017 0.321
ACRES Big Spring, Howard County, Texas, also known as **605 Bell Street**, Big Spring, Texas.

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

SIGNED on the 16 day of May, 2023.

Roy Marquez
AFFIANT

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

Crystal Ramirez
Notary Public, State of Texas



Exhibit H-4



2/ 8/2023 14:00







2/ 8/2023 13:52









5/ 8/2023 13:50





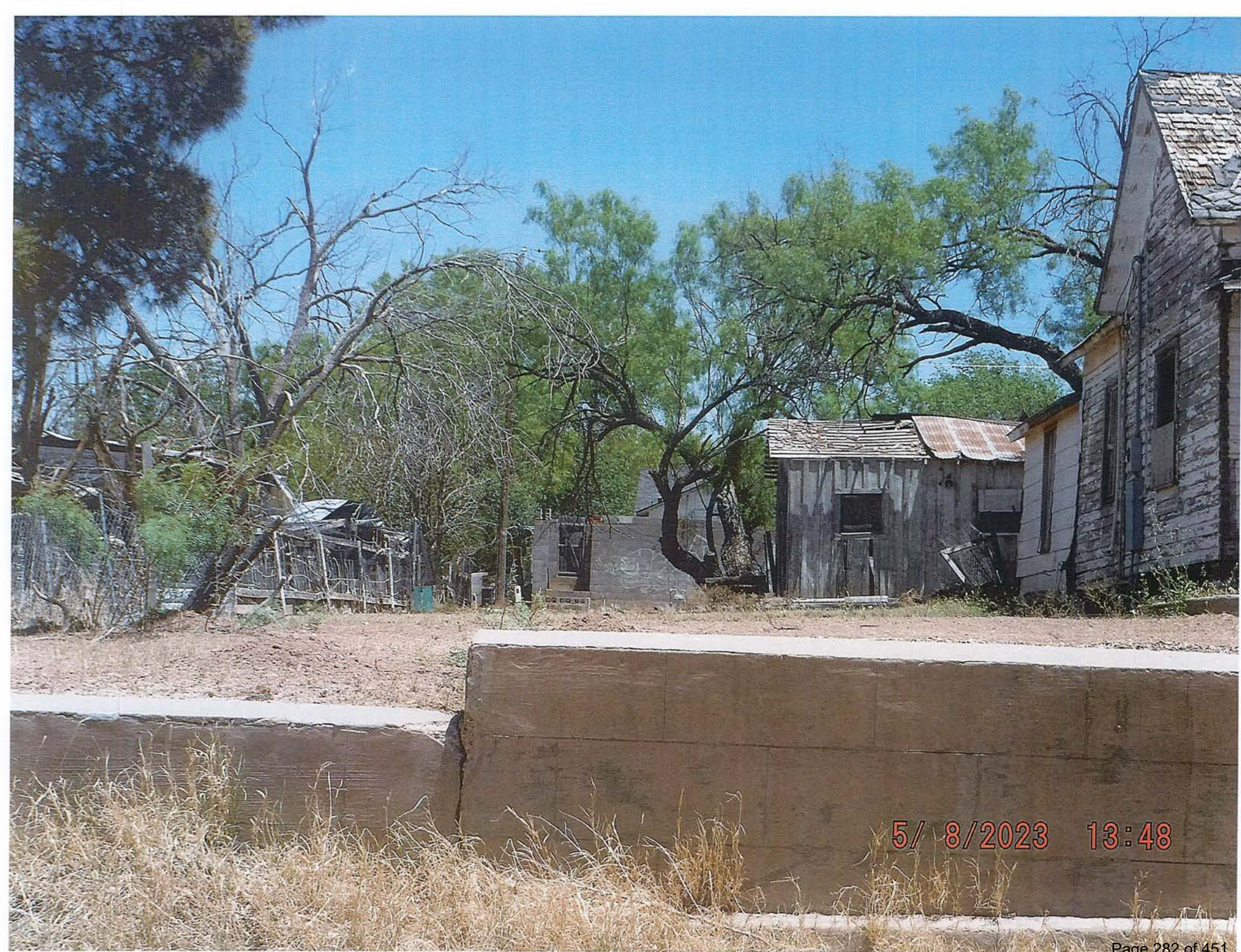
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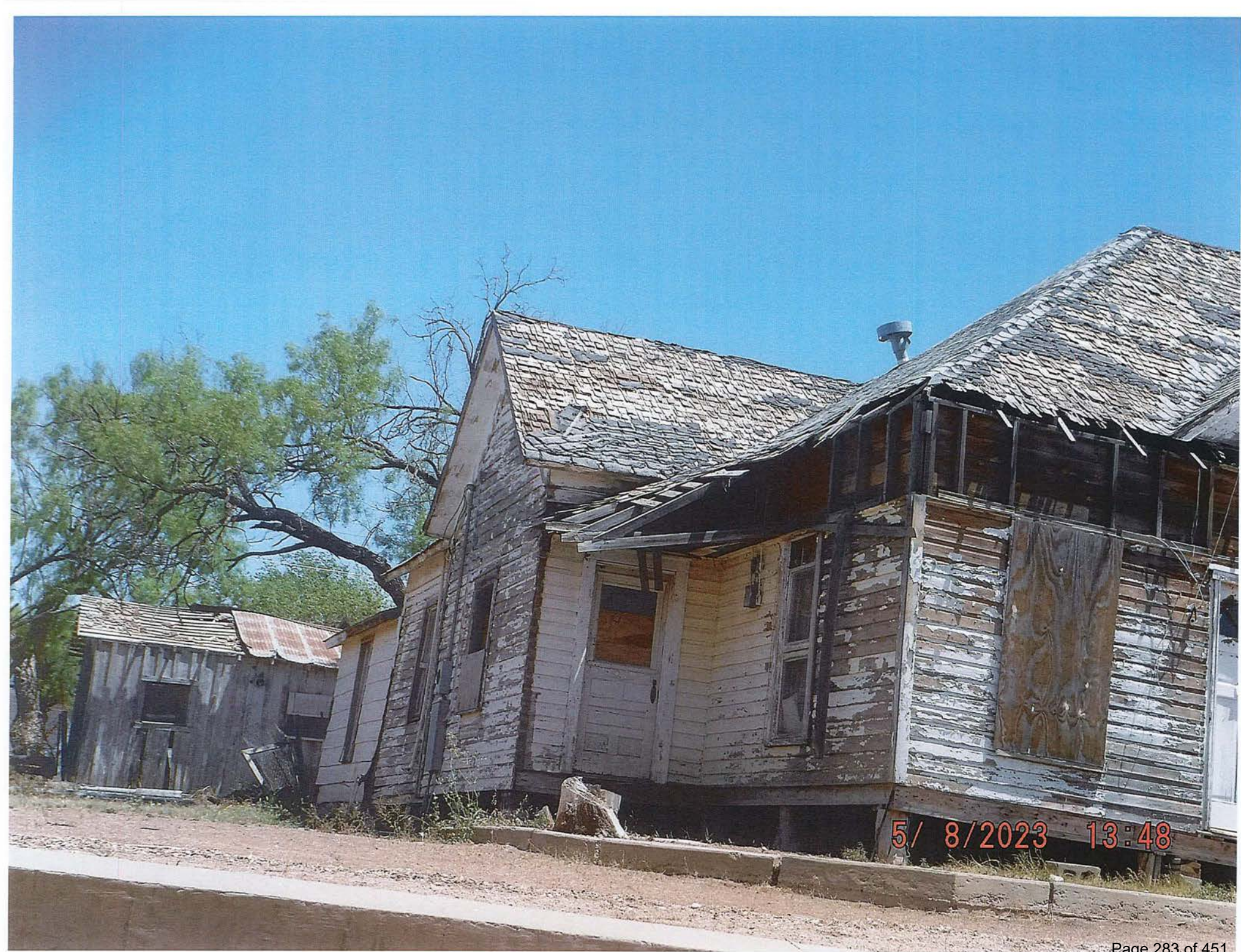




Exhibit H-5

STATE OF TEXAS

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§

COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY ROY MARQUEZ**

“The document in **Exhibit H-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 H-6** is also attached.

SIGNED on the 16 day of May, 2023.

Roy Marquez
AFFIANT

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

Crystal Ramirez
Notary Public, State of Texas

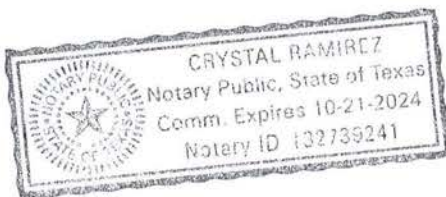


Exhibit H-6



NOTICE OF VIOLATION AND NOTICE OF HEARING

605 BELL ST, BIG SPRING, TEXAS 79720

LEGAL DESCRIPTION: LTS 9-10 BK 41 ORIGINAL TOWN 100X140 0855 ACQ
10132017 0.321 ACRES, HOWARD COUNTY

May 12, 2023

Norma C. Lopez
1206 Mesquite
Big Spring, Texas 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** have been violated, constituting a nuisance:

VIOLATION	DESCRIPTION OF VIOLATION
304.1.1 UNSAFE CONDITIONS. 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: 8. 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 roof appears to need replacement. Unsafe condition.
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight.

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

Corrective Action Required

Repair building or demolish building

Code Compliance is seeking an order for the following:

- Demolish and remove structure if owner does not repair structure.
- Secure premises
- Vacate premises

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

Issued by

<u>Roy Marquez</u>	<u>Code Enforcement Officer</u>
<i>Name</i>	<i>Title</i>
<u>+1 (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 **5:30 PM, May 23, 2023** 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 A-1.10. Rights of Parties

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

(b) 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.

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

(d) 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 C-9.02 (c)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.

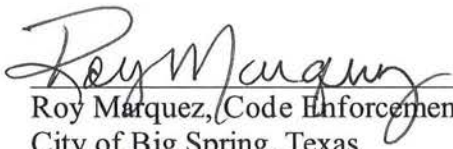
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless,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

NOTICE OF VIOLATION AND ORDER TO ABATE

605 BELL

LTS 9-10 BK 41 ORIGINAL TOWN 100X140 0855 ACQ 10132017 0.321 ACRES

January 13, 2023

Case No: 72253

NORMA C LOPEZ
1206 MESQUITE
BIG SPRING TX 79720

Sent via: US 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** 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 and accessory building is not maintained with missing windows and doors,. Roof is missing shingles and holes in the sheathing. Exposed exterior walls, eaves, overhang.

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

Corrective Action Required

Deadline for Compliance

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/ ROOF IS MISSING/LOOSE FALLING SHINGLES AND HOLES IN THE SHEATHING THE EAVES AND OVERHANGS ARE EXPOSED, STRUCTURE IS NOT TOTALLY SECURED. EXTERIOR OF STRUCTURE IS EXPOSED TO ELEMENTS ON THE REAR. ACCESSORY STRUCTURES ARE ALSO A SAFETY HAZARD WITH EXPOSED/UNSECURED DOORS, ROOF IS MISSING WITH METAL FALLING OFF

Seven (10) 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 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 AND ORDER TO ABATE

605 BELL

Lot: 9-10 BK: 41 ORIGINAL TOWN 0855

February 13, 2023

Case No: 72252

NORMA C LOPEZ
1206 MESQUITE ST
BIG SPRING TX 79720

Sent via: First Class US Mail

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

VIOLATION

Description of Violation

Property Maintenance Code
Sec. 302.1 Sanitation

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

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

Corrective Action Required

Deadline for Compliance

THERE ARE PILES OF DEBRIS, WOOD, DEAD TREE MATERIAL, IN VARIOUS PLACES IN BACKYARD. THIS NEEDS TO BE PICKED UP FROM PROPERTY AND PROPERLY DISPOSED OF. 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

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

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

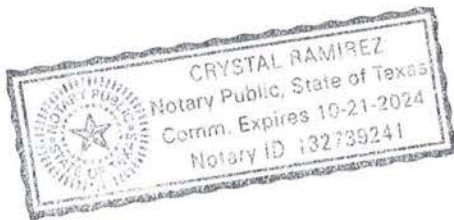
"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for May 23, 2023, attached as **Exhibit H-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on May 12th, 2023.

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

SIGNED on the 12 day of May, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 12 day of May, 2023
by the above referenced Affiant.



Cristina Ramirez
Notary Public, State of Texas

Exhibit H-8



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **MAY 23rd, 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:

803 ROSEMONT, BIG SPRING, TEXAS 79720 – N/2 OF LT 3 & S/61 OF LT 4 BK 2 CENTRAL PARK IRR 1153 0.261 ACRES – OWNER: ESTATE OF M L JOHNSON, SUZANNE J. BUVINGHAUSEN, KERI PEACOCK, & TERRY MURPHY

1008 E 12TH ST, BIG SPRING, TEXAS 79720 – LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT 29 0.161 ACRES – OWNER: TYRA LENDERMON

910 W 4TH ST, BIG SPRING, TEXAS 79720 – LT 12 BK 2 JONES VALLEY 50X150 528 0.172 ACRES – OWNER: ESTATE OF ADOLFO CANTU SR, ROSA G. CANTU, ADOLFO CANTU JR, JASON CANTU, & MARGARITA PADRON

820 WEST 7TH ST, BIG SPRING, TEXAS 79720 – LT 17 BK 4 CEDAR CREST 50X133.5 917 0.153 ACRES ACQ 05252017 – OWNER: ELEANOR LOPEZ, MANUEL LOPEZ, ELISABETH PORTER, EVE RUMSEY, AND ESTHER FROMAN

1206 MAIN ST, BIG SPRING, TEXAS 79720 – S/2 OF LT 3 & N/2 OF LT 4 BK 6 HATHCOCK HEIGHTS 50X150 145 ACQ 03122018 BLK/TRACT 6 0.172 ACRES – OWNER: FERNANDO HERRERA AND MAYRA GUIRADO

611 NOLAN ST, BIG SPRING, TEXAS 79720 – EXC 33' & 3' N/SIDE OF LTS 7-8 BK 48 ORIGINAL TOWN 64X140 0789 ACQ 011310 BLK/TRACT 48 0.206 ACRES – OWNER: JUANITA FLORES

609 BELL ST, BIG SPRING, TEXAS 79720 – LT 8 BK 41 ORIGINAL TOWN 50X140 0854 ACQ 030612 BLK/TRACT 41 0.161 ACRES – OWNER: SAM CASTRO

**605 BELL ST, BIG SPRING, TEXAS 79720 – LTS 9-10 BK 41 ORIGINAL TOWN 100X140
0855 ACQ 10132017 0.321 ACRES – OWNER: NORMA C. LOPEZ**

**703 E 14TH ST, BIG SPRING, TEXAS 79720 – LT 11 BK 11 COLE & STRAYHORN
50X140 451 BLK/TRACT 11 0.161 ACRES ACQ 06192017 – OWNER: SONIA WYRICK &
TERESA TATE HARMON**

**1603 LEXINGTON, BIG SPRING, TEXAS 79720 – LT 2 BK 1 WILEY TERRACE 78X115
692 BLK/TRACT 1 0.206 ACRES – OWNER: ROBERT D. & EDA FAYE SCHAAF**

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, City of Big Spring



5/12/2023 15:02

609 Bell Street

Code Enforcement Officer: Roy Marquez

Exhibit G-1

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF ROY MARQUEZ
CONCERNING 609 Bell Street**

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

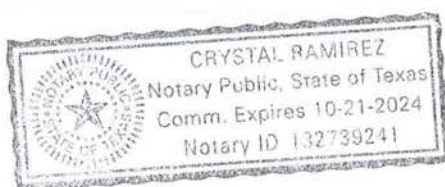
“My name is **Roy Marquez**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“I am a Code Enforcement Officer 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 **609 Bell 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 16 day of May, 2023.

Roy Marquez
AFFIANT

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



Crystal Ramirez
Notary Public, State of Texas

Exhibit G-2

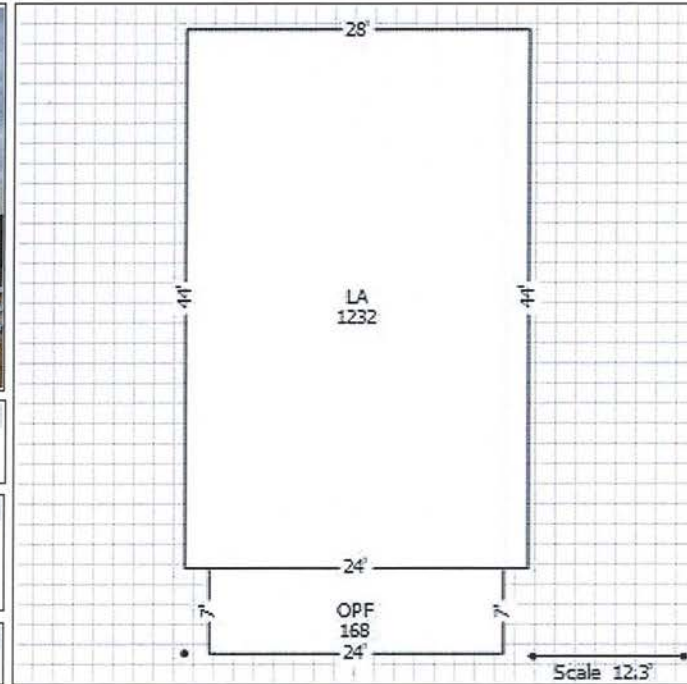
HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000008221

Geo ID : B4830036500

1/1

Ownership	Exemptions/Deed
CASTRO SAM 2308 THORPE STREET BIG SPRING, TX 79720-0000	VOL: 1258 PAGE: 664 DATE: 3/6/2012



Legal Information
LEGAL: LT 8 BK 41 ORIGINAL TOWN 50X140 0854 ACQ 030612 BLK/TRACT 41 0.161 ACRES SITUS: 609 BELL ACRES:0.161 ALT:8221 XREF:8221.1
UNCERTIFIED RECHECK-GB21

Appraisal Coding
Appr By BS Appr Dt 08/21/17 Check By Check Dt

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
3/6/12		1258	664	0	3/6/12	++++++	++++++	CASTRO SAM	ROSA RICHARD B SR
8/4/06		1017	360	0	3/6/12	++++++	++++++	ROSA RICHARD B SR	RUBIO DELMA
2/17/05		963	547	0	3/6/12	++++++	++++++	RUBIO DELMA	SMITH DORRACE J IND &

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition	%	Ft%	Ec%	Cpl%	Loc%	Net Adj%	Value	Feature Code	Cpsf / Value		
LA-LIVING AREA	Y	1930/NA	RS3F	1,232	97.34	119,923	0 VP	-95%		0%	0%	0%	100%	0%	-95.0%	5,996	AST-1 STORY	0		
OPF-OPEN PORCH / PAT	Y	1930/NA	RS3F	168	5.84	981	0 VP	-95%		0%	0%	0%	100%	0%	-95.0%	49	AUT-ALL	0		
* EXTRA FEATURES							14630									732	CRM-COMPOSITION	0		
				=====		=====	=====									=====		FET-FRAME	0	
				1,400		120,904	14,630									6,777		GRT-GABLE	0	
SQFT MA: 1232 MKT CSF MA: 7.124 CSF IMPR: 5.501 LOC CODE: OT																			MHC-MOIST AIR	0
																			PFN-PIER AND BE	0
																			2BT-2 BATHS	732
																		=====		732

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
RECHECK: GB21 1/1/1900

	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 +	6,777	A1	-223	7,000	A1		01H HOWARD COUNTY	0	8,777	.3275450		28.75	2519A	BSISDW
Land Homesite +	2,000	A1	0	2,000	A1		02B CITY OF BIG SPRING	0	8,777	.6731630		59.08	HSAPPNOT17	OT22
Total Market =	8,777		-223	9,000			03B BIG SPRING ISD	0	8,777	1.0160000		89.17	MULTI	
Assessed =	8,777		-223	9,000			052 HOWARD COLLEGE	0	8,777	.2367770		20.78		
							** ESTIMATED TOTAL					=====		
												197.78		

User PERMITS2

Print Date 2/13/2023 11:07:34 AM

Property ID : R000008221

Geo ID : B4830036500

Quick Link :



Property Details

Account		
Property ID:	284801	Geographic ID: B4830036500
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	609 BELL	
Map ID:		Mapsco:
Legal Description:	LT 8 BK 41 ORIGINAL TOWN 50X140 0854 ACQ 030612 BLK/TRACT 41 0.161 ACRES	
Abstract/Subdivision:		
Neighborhood:	CDCS CEDAR CREST	
Owner ?		
Owner ID:	417636	
Name:	CASTRO SAM	
Agent:		
Mailing Address:	2308 THORPE STREET BIG SPRING, TX 79720	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$9,604 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$2,500 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)

Market Value:	\$12,104 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$12,104 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$12,104
Ag Use Value:	\$0

VALUES DISPLAYED ARE 2023 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: CASTRO SAM %**Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	\$12,104	\$12,104	\$28.92	
02B	CITY OF BIG SPRING	0.673163	\$12,104	\$12,104	\$81.48	
03B	BIG SPRING ISD	0.930900	\$12,104	\$12,104	\$112.68	
052	HOWARD COLLEGE	0.168395	\$12,104	\$12,104	\$20.38	

Total Tax Rate: 2.011374

Estimated Taxes With Exemptions: \$243.46

Estimated Taxes Without Exemptions: \$243.46

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
609 Bell Street CASE NOTES

“This record, attached as **Exhibit G-3**, 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-3** as the readout.”

SIGNED on the 16 day of May, 2023.

Ramirez
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of May, 2023

by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit G-3

05-10-2023 09:34 AM

TASK NOTES REPORT

TASK #: 114591
TASK CODE: INSPECT SUBSTANDARD
PROPERTY: 609 BELL

ORIG. DATE:
DUE DATE:

NOTES

Incident Notes:
THE STRUCTURE ON THIS PROPERTY DOES NOT MEET MINIMUM BUILDING STANDARDS,
THE STRUCTURE NEEDS TO BE BROUGHT UP TO BUILDING CODE. IT HAS EXTENSIVE
FIRE DAMAGE, EXPOSED EAVES/OVERHANG, WINDOWS/DOORS NOT PROPERLY SECURED.

Task #: 114591 - INSPECT SUBSTANDARD - 2/14/2023
ON 2-8-23 @ 13:52 CODE ENFORCEMENT OFFICER ROY MARQUEZ INSPECTED PROPERTY
FOR SUBSTANDARD STRUCTURE VIOLATION, FOUND A STRUCTURE WITH FIRE DAMAGE,
EXPOSED EAVES/OVERHANG, UNSECURED DOOR/WINDOWS. PICTURES WERE TAKEN,
LETTER WILL BE SENT.
ON 2-21-23 CODE ENFORCEMENT ROY MARQUEZ RETURNED CALL TO OWNER SAM CASTRO
ABOUT PROPERTY. HE STATED THAT HE UNDERSTOOD WHAT NEEDED TO BE DONE TO
HAVE COMPLIANCE AND HE WAS GIVEN TIME TO SHOW IMPROVEMENT.
ON 5-8-23 @ 13:49 CODE ENFORCEMENT ROY MARQUEZ REINPSECTED PROPERTY FOR
SUBSTANDARD STRUCTURE, NO CHANGES WERE MADE TO HAVE COMPLIANCE. WILL SEND
COMPLAINT REQUEST TO COUNCIL FOR ABATEMENT

Task #: 114592 - SUBSTANDARD BLD - 2/14/2023

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY ROY MARQUEZ**

“With regard to the photographs in **Exhibits G-4** I am familiar with and recognize the scene depicted in the photographs. On February 8th, 2023 and May 8th, 2023, I inspected the property described as:

LT 8 BK 41 ORIGINAL TOWN 50X140 0854 ACQ 030612 BLK/TRACT 41
0.161 ACRES Big Spring, Howard County, Texas, also known as **609 Bell
Street**, Big Spring, Texas.

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

SIGNED on the 16 day of May, 2023.

Roy Marquez
AFFIANT

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

Crystal Ramirez
Notary Public, State of Texas

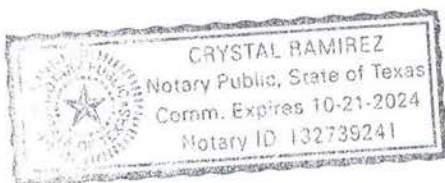


Exhibit G-4







REINSPECTION PICTURES 2-8-23



Exhibit G-5

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY ROY MARQUEZ**

“The document in **Exhibit G-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 G-6** is also attached.

SIGNED on the 16 day of May, 2023.

Roy Marquez
AFFIANT

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

Crystal Ramirez
Notary Public, State of Texas

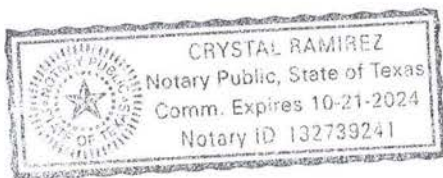


Exhibit G-6



Code Compliance

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

NOTICE OF VIOLATION AND NOTICE OF HEARING

609 BELL ST, BIG SPRING, TEXAS 79720

LEGAL DESCRIPTION: LT 8 BK 41 ORIGINAL TOWN 50X140 0854 ACQ 030612
BLK/TRACT 41 0.161 ACRES, HOWARD COUNTY

May 12, 2023

Sam Castro
2308 Thorpe 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** have been violated, constituting a nuisance:

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 11. 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 had fire damage to the roof that has not been repaired. Hazardous condition.
304.1.1 UNSAFE CONDITIONS. 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: 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity. 8. 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 is capable of supporting all nominal loads and resisting all load effects.	The roof appears to admit rain and has signs of deterioration. Unsafe condition.
304.2.18 Building security Doors, windows or hatchways for dwelling units, room	Doors must be brought up to code.

units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.	
--	--

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

Corrective Action Required

Repair building or demolish building

Code Compliance is seeking an order for the following:

- **Demolish and remove structure if owner does not repair structure.**
- **Secure premises**
- **Vacate premises**

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

Issued by

Roy Marquez

Name

Code Enforcement Officer

Title

+1 (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.

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 **5:30 PM, May 23, 2023** 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 A-1.10. Rights of Parties

- (a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.
- (b) 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.
- (c) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.
- (d) 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 C-9.02 (c)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.

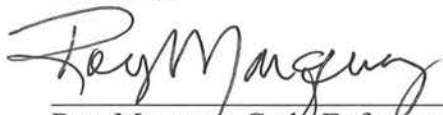
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless,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

Roy Marquez, 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 AND ORDER TO ABATE

609 BELL

LT 8 BK 41 ORIGINAL TOWN 50X140 0854 ACQ 030612 BLK/TRACT 41 0.161 ACRES

February 14, 2023

Case No: 72269

SAM CASTRO
2308 THORPE
BIG SPRING, TX 79720

Sent via: Certified 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:

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

Corrective Action Required

THE STRUCTURE ON THIS PROPERTY DOES NOT MEET MINIMUM BUILDING STANDARDS, THE STRUCTURE NEEDS TO BE BROUGHT UP TO BUILDING CODE. IT HAS EXTENSIVE FIRE DAMAGE, EXPOSED EAVES/OVERHANG, WINDOWS/DOORS NOT PROPERLY SECURED

Deadline for Compliance

Seven (7) days from date of mailing

VIOLATION

Hazardous Structure or Premises
Sec. 111.1.5.11

Description of Violation

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.

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 incapable of supporting all nominal loads and resisting all load effects.

Sec. 304.1.3 Unsafe Conditions

Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.

Sec. 304.2.18 Building Security

Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within

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,

A handwritten signature in black ink, appearing to read "Roy Marquez", with a stylized flourish at the end.

Roy Marquez
Code Enforcement Officer
City of Big Spring, Texas

Exhibit G-7

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 May 23, 2023, attached as **Exhibit G-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on May 12th, 2023.

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

SIGNED on the 16 day of May, 2023.

AFFIANT

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



Crystal Baird
Notary Public, State of Texas

Exhibit G-8



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **MAY 23rd , 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:

803 ROSEMONT, BIG SPRING, TEXAS 79720 – N/2 OF LT 3 & S/61 OF LT 4 BK 2 CENTRAL PARK IRR 1153 0.261 ACRES – OWNER: ESTATE OF M L JOHNSON, SUZANNE J. BUVINGHAUSEN, KERI PEACOCK, & TERRY MURPHY

1008 E 12TH ST, BIG SPRING, TEXAS 79720 – LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT 29 0.161 ACRES – OWNER: TYRA LENDERMON

910 W 4TH ST, BIG SPRING, TEXAS 79720 – LT 12 BK 2 JONES VALLEY 50X150 528 0.172 ACRES – OWNER: ESTATE OF ADOLFO CANTU SR, ROSA G. CANTU, ADOLFO CANTU JR, JASON CANTU, & MARGARITA PADRON

820 WEST 7TH ST, BIG SPRING, TEXAS 79720 – LT 17 BK 4 CEDAR CREST 50X133.5 917 0.153 ACRES ACQ 05252017 – OWNER: ELEANOR LOPEZ, MANUEL LOPEZ, ELISABETH PORTER, EVE RUMSEY, AND ESTHER FROMAN

1206 MAIN ST, BIG SPRING, TEXAS 79720 – S/2 OF LT 3 & N/2 OF LT 4 BK 6 HATHCOCK HEIGHTS 50X150 145 ACQ 03122018 BLK/TRACT 6 0.172 ACRES – OWNER: FERNANDO HERRERA AND MAYRA GUIRADO

611 NOLAN ST, BIG SPRING, TEXAS 79720 – EXC 33' & 3' N/SIDE OF LTS 7-8 BK 48 ORIGINAL TOWN 64X140 0789 ACQ 011310 BLK/TRACT 48 0.206 ACRES – OWNER: JUANITA FLORES

609 BELL ST, BIG SPRING, TEXAS 79720 – LT 8 BK 41 ORIGINAL TOWN 50X140 0854 ACQ 030612 BLK/TRACT 41 0.161 ACRES – OWNER: SAM CASTRO

**605 BELL ST, BIG SPRING, TEXAS 79720 – LTS 9-10 BK 41 ORIGINAL TOWN 100X140
0855 ACQ 10132017 0.321 ACRES – OWNER: NORMA C. LOPEZ**

**703 E 14TH ST, BIG SPRING, TEXAS 79720 – LT 11 BK 11 COLE & STRAYHORN
50X140 451 BLK/TRACT 11 0.161 ACRES ACQ 06192017 – OWNER: SONIA WYRICK &
TERESA TATE HARMON**

**1603 LEXINGTON, BIG SPRING, TEXAS 79720 – LT 2 BK 1 WILEY TERRACE 78X115
692 BLK/TRACT 1 0.206 ACRES – OWNER: ROBERT D. & EDA FAYE SCHAAF**

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, City of Big Spring



5/12/2023 15:03

1206 Main Street

Code Compliance Official: Kaleb Smith

Exhibit E-1

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF KALEB SMITH
CONCERNING 1206 Main Street**

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

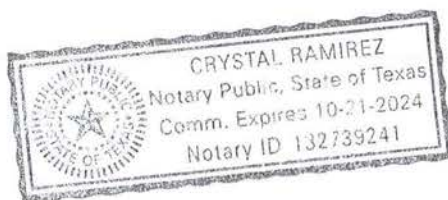
“My name is **Kaleb Smith**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“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 **1206 Main Street**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records.”

SIGNED on the 16th day of May, 2023.


AFFIANT

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




Notary Public, State of Texas

Exhibit E-2

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
1206 Main Street CASE NOTES

“This record, attached as **Exhibit E-3**, 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.

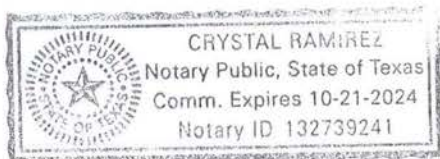
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout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

SIGNED on the 16th day of May, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of May, 2023

by the above referenced Affiant.



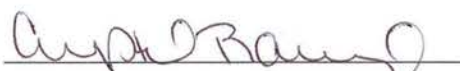

Notary Public, State of Texas

Exhibit E-3

05-05-2023 03:17 PM

TASK NOTES REPORT

TASK #: 115044

ORIG. DATE:

TASK CODE: INSPECT SUBSTANDARD

DUE DATE:

PROPERTY: 1206 MAIN

NOTES

Incident Notes:

Task #: 115044 - INSPECT SUBSTANDARD - 3/23/2023

3/23/23 While patrolling on 2/9/23 I notice several violations on the property including two substandard structures. The main structure has missing glass in the windows and cracks in the exterior walls. The accessory building in the rear of the property is just a shell with missing windows, doors, walls, and a roof. The rear structure needs to be demolished. I will get a warrant to check the interior of the main structure.

5/5/23 Inspected property and found it to be in the same condition. There's been no progress and I have had no contact with the property owner or their representatives. Turned in to legal department for abatement.

NOTES

Incident Notes:

Task #: 115040 - INSPECT ACCUMULATED - 3/23/2023

3/23/23 While patrolling on 2/9/23 I noticed several violations on this property including accumulated items. There are tree trimmings and scrap wood throught the property. Sent notice of violation to property owner Fernando Herrera.

5/5/23 Inspected property and found it to be in the same condition. Theres been no progress and I have had no contact with the property owner or their representatives. Turned in to legal department for abatement.

Task #: 115041 - ACCUMULATED ITEMS - 3/23/2023

05-05-2023 03:14 PM

TASK NOTES REPORT

TASK #: 115042
TASK CODE: INSPECT RODENT CONT
PROPERTY: 1206 MAIN

ORIG. DATE:
DUE DATE:

NOTES

Incident Notes:

Task #: 115042 - INSPECT - 3/23/2023
3/23/23 While patrolling on 2/9/23 I noticed conditions on the property that could lead to rodent harborage. Sent notice of violation to property owner Fernando Herrera.
5/5/23 Inspected property and found it to be in the same condition. There's been no progress and I have had no contact with the property owner or their representatives. Turned in to legal department for abatement.

Task #: 115043 - RODENT CONTROL - 3/23/2023

TASK #: 115038
TASK CODE: INSPECT WEEDL LOT
PROPERTY: 1206 MAIN

ORIG. DATE:
DUE DATE:

NOTES

Incident Notes:

Task #: 115038 - INSPECT WEEDL LOT - 3/23/2023
3/23/23 While patrolling I noticed multiple violations on the property including tall weeds. Sent notice to property owner Fernando Herrera.
5/5/23 Inspected property and found it to be in the same condition. There's been no progress and I have had no contact with the property owner or their representatives. Turned in to legal department for abatement.

Task #: 115039 - WEEDY LOT LTR - 3/23/2023

STATE OF TEXAS

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COUNTY OF HOWARD

**CERTIFICATION OF
PHOTOGRAPHS BY KALEB SMITH**

“With regard to the photographs in **Exhibits E-4** I am familiar with and recognize the scene depicted in the photographs. On February, 9th, 2023 and May, 5th, 2023, I inspected the property described as:

S/2 OF LT 3 & N/2 OF LT 4 BK 6 HATHCOCK HEIGHTS 50X150 145 ACQ
03122018 BLK/TRACT 6 0.172 ACRES Big Spring, Howard County, Texas,
also known as **1206 Main Street**, Big Spring, Texas.

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

SIGNED on the 16th day of May, 2023.


AFFIANT

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


Notary Public, State of Texas

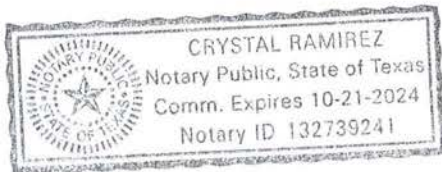


Exhibit E-4





2023. 2. 9 14:18



2023. 2. 9 14:18



2023. 2. 9 14:18



2023 2 9 14:17

Property Details

Account		
Property ID:	281513	Geographic ID: B3690002400
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	1206 MAIN	
Map ID:		Mapsco:
Legal Description:	S/2 OF LT 3 & N/2 OF LT 4 BK 6 HATHCOCK HEIGHTS 50X150 145 ACQ 03122018 BLK/TRACT 6 0.172 ACRES	
Abstract/Subdivision:		
Neighborhood:	MCDW MCDOWELL HEIGHTS	
Owner 		
Owner ID:	420991	
Name:	HERRERA FERNANDO & GUIRADO MAYRA	
Agent:		
Mailing Address:	1208 MAIN ST BIG SPRING, TX 79720	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$2,058 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$3,500 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)







2023. 5. 5 8:53



2023. 5. 5 8:54



2023 5 5 8:54



2023. 5. 5 8:53



Exhibit E-5

STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY KALEB SMITH**

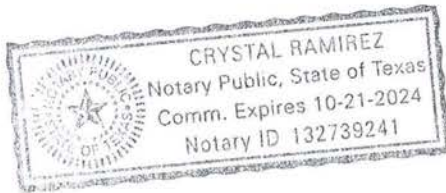
“The document in **Exhibit E-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 16th day of May, 2023.


AFFIANT

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




Notary Public, State of Texas

Exhibit E-6



Code Compliance

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

NOTICE OF VIOLATION AND NOTICE OF HEARING

1206 MAIN ST, BIG SPRING, TEXAS 79720

LEGAL DESCRIPTION: S/2 OF LT 3 & N/2 OF LT 4 BK 6 HATHCOCK HEIGHTS
50X150 145 ACQ 03122018 BLK/TRACT 6 0.172 ACRES, HOWARD COUNTY

May 12, 2023

Fernando Herrera and Mayra Guirado
1208 Main 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** have been violated, constituting a nuisance:

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.	Structure on property is unsanitary and unsafe. Abandoned. Hazardous condition.
304.1.1 UNSAFE CONDITIONS. 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: 8. 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	The roof needs to be brought into compliance. Unsafe condition.

proper anchorage and in capable of supporting all nominal loads and resisting all load effects.	
304.1.1 Unsafe Conditions 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.	The walls need to be brought into compliance.
304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.	Broken windows also need to be repaired on structure.

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

Corrective Action Required

Repair building in the front. Demolish building in the back if not repaired by owner.

Code Compliance is seeking an order for the following:

- Repair building in the front.
- Demolish building in the back if not repaired by owner.
- Secure premises
- Vacate premises

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

Issued by

Kaleb Smith

Name

Code Compliance Official

Title

+1 (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 **5:30 PM, May 23, 2023** 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 A-1.10. Rights of Parties

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

(b) 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.

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

(d) 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 C-9.02 (c) 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 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

1206 MAIN

Lot: S/2 OF LT 3 & N/2 OF LT 4 BK: 6 HATHCOCK HEIGHTS 145

March 23, 2023

Case No: 72489

FERNANDO HERRERA
1208 MAIN ST
BIG SPRING TX 79720

Sent via: First Class US Mail

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

VIOLATION

Description of Violation

Property Maintenance Code
Sec. 302.1 Sanitation

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

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

Corrective Action Required

Deadline for Compliance

There are several items (tree branches, tires, wire spools, 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

Sincerely,

A handwritten signature in black ink, appearing to read 'Kaleb Smith', with a stylized flourish at the end.

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

1206 MAIN

Lot: S/2 OF LT 3 & N/2 OF LT 4 BK: 6 HATHCOCK HEIGHTS 145

March 23, 2023

Case No: 72488

FERNANDO HERRERA
1208 MAIN ST
BIG SPRING TX 79720

Sent via: First Class US Mail

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

VIOLATION

Description of Violation

Property Maintenance Code
Sec. 302.4 Weeds

Premises and exterior property not maintained free from weeds or plant growth in excess of 12 inches (not including shrubs, trees or cultivated flowers).

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

Corrective Action Required

Deadline for Compliance

Property is overgrown and needs to be mowed. 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

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', followed by a horizontal line.

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

1206 MAIN

Lot: S/2 OF LT 3 & N/2 OF LT 4 BK: 6 HATHCOCK HEIGHTS 145

March 23, 2023

Case No: 72490

FERNANDO HERRERA
1208 MAIN ST
BIG SPRING TX 79720

Sent via: First Class US Mail

The City of Big Spring has determined that the following section(s) of the **Property Maintenance Code (PMC) of Big Spring** 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 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. 432-264-2504

NOTICE OF VIOLATION AND ORDER TO ABATE

1206 MAIN

Lot: S/2 OF LT 3 & N/2 OF LT 4 BK: 6 HATHCOCK HEIGHTS 145

March 23, 2023

Case No: 72491

FERNANDO HERRERA
1208 MAIN ST
BIG SPRING, TX 79720

Sent via: Certified 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
Sec. 304.1.1 Unsafe Conditions	7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 8. 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 incapable of supporting all nominal loads and resisting all load effects.
Sec. 304.18 Building Security	Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

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

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

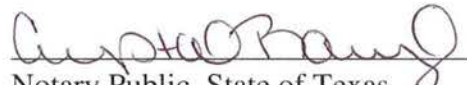
"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for May 23, 2023, attached as **Exhibit E-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on May 12th, 2023.

~~This notice was also published in the Big Spring Herald on _____, 2023."~~

SIGNED on the 16th day of May, 2023.


AFFIANT

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


Notary Public, State of Texas

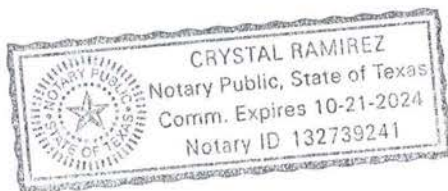


Exhibit E-8



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **MAY 23rd , 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:

803 ROSEMONT, BIG SPRING, TEXAS 79720 – N/2 OF LT 3 & S/61 OF LT 4 BK 2 CENTRAL PARK IRR 1153 0.261 ACRES – OWNER: ESTATE OF M L JOHNSON, SUZANNE J. BUIVINGHAUSEN, KERI PEACOCK, & TERRY MURPHY

1008 E 12TH ST, BIG SPRING, TEXAS 79720 – LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT 29 0.161 ACRES – OWNER: TYRA LENDERMON

910 W 4TH ST, BIG SPRING, TEXAS 79720 – LT 12 BK 2 JONES VALLEY 50X150 528 0.172 ACRES – OWNER: ESTATE OF ADOLFO CANTU SR, ROSA G. CANTU, ADOLFO CANTU JR, JASON CANTU, & MARGARITA PADRON

820 WEST 7TH ST, BIG SPRING, TEXAS 79720 – LT 17 BK 4 CEDAR CREST 50X133.5 917 0.153 ACRES ACQ 05252017 – OWNER: ELEANOR LOPEZ, MANUEL LOPEZ, ELISABETH PORTER, EVE RUMSEY, AND ESTHER FROMAN

1206 MAIN ST, BIG SPRING, TEXAS 79720 – S/2 OF LT 3 & N/2 OF LT 4 BK 6 HATHCOCK HEIGHTS 50X150 145 ACQ 03122018 BLK/TRACT 6 0.172 ACRES – OWNER: FERNANDO HERRERA AND MAYRA GUIRADO

611 NOLAN ST, BIG SPRING, TEXAS 79720 – EXC 33' & 3' N/SIDE OF LTS 7-8 BK 48 ORIGINAL TOWN 64X140 0789 ACQ 011310 BLK/TRACT 48 0.206 ACRES – OWNER: JUANITA FLORES

609 BELL ST, BIG SPRING, TEXAS 79720 – LT 8 BK 41 ORIGINAL TOWN 50X140 0854 ACQ 030612 BLK/TRACT 41 0.161 ACRES – OWNER: SAM CASTRO

**605 BELL ST, BIG SPRING, TEXAS 79720 – LTS 9-10 BK 41 ORIGINAL TOWN 100X140
0855 ACQ 10132017 0.321 ACRES – OWNER: NORMA C. LOPEZ**

**703 E 14TH ST, BIG SPRING, TEXAS 79720 – LT 11 BK 11 COLE & STRAYHORN
50X140 451 BLK/TRACT 11 0.161 ACRES ACQ 06192017 – OWNER: SONIA WYRICK &
TERESA TATE HARMON**

**1603 LEXINGTON, BIG SPRING, TEXAS 79720 – LT 2 BK 1 WILEY TERRACE 78X115
692 BLK/TRACT 1 0.206 ACRES – OWNER: ROBERT D. & EDA FAYE SCHAAF**

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, City of Big Spring



Code Enforcement

217 E 3rd St., Big Spring, Texas 79720 • Ph. 432-364-2585

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON MAY 23rd, 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:

- 803 ROSEMONT, BIG SPRING, TEXAS 79720 - N/2 OF LT 3 & S61 OF LT 4 BK 2 CENTRAL PARK IRR 1153 0.161 ACRES - OWNER: ESTATE OF M. L. JOHNSON SUZANNE J. BUVINHAUSEN, KERRI PEACOCK & TERRY MURPHY
- 1008 E 12TH ST, BIG SPRING, TEXAS 79720 - LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT 29 0.161 ACRES - OWNER: TYRA LENDERMON
- 910 W 4TH ST, BIG SPRING, TEXAS 79720 - LT 12 BK 2 JONES VALLEY 50X150 529 0.172 ACRES - OWNER: ESTATE OF ADOLFO CANTU SR, ROSA G. CANTU, ADOLFO CANTU JR, JASON CANTU & MARGARITA PADRON
- 820 WEST 7TH ST, BIG SPRING, TEXAS 79720 - LT 17 BK 4 CEDAR CREST 50X150 917 0.153 ACRES ACQ 0523017 - OWNER: ELEANOR LOPEZ, MANUEL LOPEZ, ELISABETH PORTER, EVE KUNSEY, AND ESTHER FROMAN
- 1206 MAIN ST, BIG SPRING, TEXAS 79720 - S/2 OF LT 3 & N/2 OF LT 4 BK 8 HATHCOCK HEIGHTS 50X150 145 ACQ 03122018 BLK/TRACT 6 0.172 ACRES - OWNER: FERNANDO HERRERA AND MAYRA GUIRADO
- 811 NOLAN ST, BIG SPRING, TEXAS 79720 - EXC 33' & 3' N/SIDE OF LOTS 7 & 8 BK 4 ORIGINAL TOWN 64X140 0789 ACQ 011310 BLK/TRACT 48 0.206 ACRES - OWNER: ANITA FLORES
- 1206 MAIN ST, BIG SPRING, TEXAS 79720 - LT 8 BK 41 ORIGINAL TOWN 50X150 8044 BLK/TRACT 41 0.161 ACRES - OWNER: SAM CASTRO

2023. 5.12 14:10



COMMUNITY SERVICES MEMO

Date: 05/23/23
To: Todd Darden, City Manager
From: Hayley Lewis, Community Services Director
Subject: Russ McEwen Family Aquatic Center

The Russ McEwen Family Aquatic Center will open for the 2023 Season on Saturday, June 3rd, 2023. The Aquatic Center will be open until August 5th, 2023 from Tuesdays-Saturdays: 12pm-8pm and on Sundays from 1pm-8pm. The Aquatic Center will also be open on July 4th from 1pm-6pm.

More information can be found on www.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, May 9, 2023, with the following members present in person:

COUNCIL MEMBER GLORIA MCDONALD
COUNCIL MEMBER TROY TOMPKINS
MAYOR ROBERT MOORE
COUNCIL MEMBER DIANE YANEZ
MAYOR PRO TEM NICK ORNELAS
COUNCIL MEMBER CODY HUGHES
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

Manny Negron with Life Church gave the invocation.

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

Mayor Moore led the pledge of allegiance to the United States Flag and to the Texas State Flag.

Public Comment

Public Comment

There were no public comments made at this time.

Announcements, Presentations and Public Hearings

PROCLAMATION - National Police Week

Mayor Moore presented a proclamation declaring May 15 - 21, 2023 as National Police Week to Chief Williams and several police officers.

Public hearings regarding a zone change and abatements of public nuisances

MOTION WAS MADE BY Council Member Yanez to open all the public hearings listed below, 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

PUBLIC HEARING Regarding a Zone Change (Z22-04) from Agricultural (A) to Single Family Residential (SF-2) for Approximately 5.08 Acres of Land Out of N/2 of Section 8, Block 32, T-1-S, T&P RR. Co. Survey, Big Spring, Howard County, Texas.

No comments were made at this time regarding the above captioned zone change.

Each public hearing listed below was presented to the Council with an abatement order and pictures.

The following citizens spoke regarding their property;

Brittany M. Salazar - 804 Johnson Street

Kasey D. Rawls - 1321 Elm Street

MOTION WAS MADE BY Council Member McDonald to remove the next two properties off the table (2104 Runnels & 604 Abrams), 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

TABLED - Consideration and Possible Action Concerning Abatement of Public Nuisance at, 2104 RUNNELS ST BIG SPRING, TEXAS 79720 - LEGAL ADDRESS: S/50 NE/4 & N/50 SE/4 OF BK 37 COLLEGE HEIGHTS 100X140 1262 BLK/TRACT 37 0.321 ACRES- OWNER: TINA CUNNINGHAM

MOTION WAS MADE BY Council Member Yanez to abate the above captioned property (2104 Runnels), seconded by Council Member McDonald.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member Hughes, Council Member McDonald, Council Member Smith 1
NAYS: Council Member Tompkins

MOTION PASSED

TABLED - Consideration and Possible Action Concerning Abatement of Public Nuisance at, 604 ABRAMS ST BIG SPRING, TEXAS 79720 - LEGAL ADDRESS:LT 3 BK 15 EARLES 50X130 897 0.149 ACRES - OWNER: LUPE CHAVARRIA , ESTATE OF EDWARD CHAVARRIA

MOTION WAS MADE BY Mayor Pro Tem Ornelas to abate the above captioned property (604 Abrams St.), 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

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 305 E 9TH STREET, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS:PT S/50' OF LT 3 BK 74 ORIGINAL TOWN 50X140 1059 0.161 ACRES ACQ 06102020 - OWNER: NOE G SOLIZ , SR.

MOTION WAS MADE BY Council Member McDonald to abate the above captioned property (305 E. 9th St.), 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

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 804 JOHNSON STREET, BIG SPRING, TEXAS 79720 - LEGAL

ADDRESS: S/75' LT BK 73 ORIGINAL TOWN 75X140 1067 ACQ 02162022 0.241
ACRES - OWNER: BRITTANY M SALAZAR

MOTION WAS MADE BY Council Member Hughes to abate the two story building in the back of the above captioned property (804 Johnson St.), 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

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1302 SYCAMORE STREET, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS: LT 18 BK 1 MCEWEN 60X125 1226 ACQ BLK/TRACT 32 1N 0.172 ACRES - OWNER: BROWN FAMILY TRUST, CARROLL J AND EVELYN M TRUSTEES

MOTION WAS MADE BY Council Member Yanez to abate the above captioned property (1302 Sycamore St.), 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

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1008 E 13TH STREET, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS: LT 5 BK 32 COLE & STRAYHORN 50X140 412 ACQ 07142021 BLK/TRACT 32 0.161 ACRES - OWNER: ROGER G ALPHIN JR AND SANTANA DELEON

MOTION WAS MADE BY Council Member Smith to abate the above captioned property (1008 E. 13th St.), 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

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1302 MAIN STREET, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS: LT 11 BK 7 MCDOWELL HEIGHTS 50X140 236 BLK/TRACT 7 0.161 ACRES - OWNER: JACK AND MARJORIE WALLIS

MOTION WAS MADE BY Council Member Smith to abate the above captioned property (1302 Main St.), 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

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1321 ELM STREET, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS:LT 11 BK 4 MESA 50X142 019 ACQ 11062015 BLK/TRACT 331S 0.163 ACRES - OWNER: KASEY D RAWLS

MOTION WAS MADE BY Council Member McDonald to abate the above captioned property for 60 days (1321 Elm St.), 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

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 411 NW 8TH STREET, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS: LTS 4-6 BK 18 BAUER S HWY 539 0.17 ACRES- OWNER:JIMMY ALEMAN

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 413 NW 8TH STREET, BIG SPRING, TEXAS 79720 - LEGAL ADDRESS:PART LTS 5-6 BK 18 BAUER 539 BLK/TRACT 18 0.17 ACRES - OWNER:JIMMY ALEMAN

MOTION WAS MADE BY Mayor Pro Tem Ornelas to abate the two above captioned properties (411 NW 8th St. & 413 NW 8th St.), 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

MOTION WAS MADE BY Council Member Hughes to close all of the above captioned public hearings, 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:

- Large Item Pickup, District 5 - May 17, 2023
- Splash Pad Update
- Right-of-Ways Update
- Bid Opening for Birdwell Park Detention Pond

Todd Darden, City Manager, reported on the above captioned items as follows: Large item pickup for District 5 will be May 17th; The splash pad for Bert Andries Park has been approved and marked the location in which to put the splash pad; Right-of-way clean ups are going well; Bid opening for the Birdwell Park Detention Pond was opened today and hopefully bring back on next agenda.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of April 25, 2023.

Acknowledge Receipt of the Planning & Zoning Minutes of the Regular Meeting of April 4, 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 General Fund Budget for the Purpose of the Continuance of the Property Abatement Program; Providing for Severability; Providing for Publication; and Providing an Effective Date

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 General Fund Budget for the Purpose of the Continued Funding of the Fire Department Employees that were Funded through the Safer Grant; Providing for Severability; Providing for Publication; and Providing an Effective Date

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 General Fund Budget for the Purpose of Purchasing a Tractor for Moss Creek Lake; Providing for Severability; Providing for Publication; and Providing an Effective Date

MOTION WAS MADE BY Mayor Pro Tem Ornelas to approve the above captioned minutes and ordinances, 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

Vouchers for 04/27/23 \$ 246,033.34

Drafts \$ 11,869.35

Council Member McDonald reviewed the above captioned vouchers.

MOTION WAS MADE BY Council Member McDonald 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

Vouchers for 05/04/23 \$ 356,257.61

Drafts \$ 590,896.49

Council Member Tompkins reviewed the above captioned vouchers.

MOTION WAS MADE BY Council Member Tompkins to approve the above captioned vouchers, 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

Bids

Consideration and Possible Action on Awarding a Bid for Merchant Connector Services and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Tompkins to award the above captioned bid to Tyler Technologies to implement the absorbed model for all departments and the convenience fee model for the Municipal Court, 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

New Business

Administer the Oath of Office to Duly Elected Council Member for District One and Council Member for District Three

Judge Haynes administered the oath of office to Mayor Pro Tem Ornelas for District One and Cody Hughes for District Three as they were unopposed in the May 6, 2023 election.

Consideration and Possible Action Authorizing Event Funding Requests from CVB for Coach Roy Green Hidden Gems Basketball Event-Basketball Tournament

MOTION WAS MADE BY Mayor Pro Tem Ornelas to approve the above captioned event funding, 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

TABLED - First Reading of an Ordinance Amending Chapter 38, Section 38-11 of the Big Spring City Code Authorizing Code Enforcement Officers to be Issued Administrative Search Warrants to Broaden the Authorization to Code Enforcement Officials; to Move the Ordinance to Chapter 2, Section 2-59 the Big Spring City Code and providing for Miscellaneous Amendments; Providing for Repeal of Conflicting Ordinances; Providing a Savings and Severability Clause; Finding and Determining that the Meetings at which the Ordinance Was Discussed and Acted on Were Open to the Public as Required by Law; Providing for Publication; and Establishing an Effective Date

MOTION WAS MADE BY Mayor Moore to remove the above captioned ordinance off the table, 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

MOTION WAS MADE BY Mayor Moore to indefinitely postpone the above captioned ordinance, seconded by Council Member Tompkins.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member Hughes, Council Member McDonald, Council Member 1

Tompkins
NAYS: Council Member Smith

MOTION PASSED

First Reading of an Ordinance Authorizing Z-22-04, Amending the Big Spring Zoning Ordinance by Rezoning Approximately 5.08 Acres of Land out on N/2 of Section 8, Block 32, T-1-S, T&P RR. Co. Survey, Big Spring, Howard County, Texas, from Agricultural (A) to Single-Family Residential (SF-2), Single-Family Dwelling District; Providing a Savings and Severability Clause; Providing for Repeal of Conflicting Ordinances; Providing for Publication; and Providing an Effective Date; and Finding and Determining that the Meeting at Which the Ordinance was Discussed was Open to the Public as Required by Law

MOTION WAS MADE BY Council Member Hughes to approve the above captioned ordinance, 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

First Reading of an Ordinance Amending the Big Spring City Code, Chapter 40, "Parks, Recreation, and Cultural Affairs," Article V, "Moss Creek Lake," Section 40-151, "Admission Regulations," to Clarify Moss Creek Lake Fees; to Clarify Moss Creek Lake Rules; to Confirm that Moss Creek Lake May Not be Used as a Permanent Residence Except for the Caretaker, and to Delegate the Authority to Make Policies and Regulations for Moss Creek Lake Not Inconsistent with Article V to the City Manager, and With the City Manager's Permission, to the Public Works Director, Providing for Repeal of Conflicting Ordinances; Providing for a Savings and Severability Clause; Establishing an Effective Date; Providing for Publication; and Finding and Determining that the Meeting at Which the Ordinance was Discussed was Open to the Public as Required by Law

MOTION WAS MADE BY Council Member Hughes to approve the above captioned ordinance with some adjustments to the fees, 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

CRMWD Board of Directors
Term - June 1, 2023 through May 31, 2025

Rick Watkins
Ernie Morgan

Mayor Moore asked that the above captioned nominations to the CRMWD Board be postponed until the next council meeting in order for the Council to have time to nominate someone if they choose to. Council Member Tomkins added that he would like to add Roy Worthy to the list of nominations.

Big Spring Economic Development Board

Kristy Tyra - Notice of Resignation

Kevin Armstrong - Nominated by Council Member Smith, Dist. 6

MOTION WAS MADE BY Council Member Smith to accept Kristy Tyra's resignation and appoint Kevin Armstrong to the Big Spring Economic Development Board, seconded by Mayor Moore.

**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

McMahon/Wrinkle Aviation Advisory Board

Steven Boatenhamer - Nominated by Council Member Smith, Dist. 6

MOTION WAS MADE BY Council Member Smith to appoint Steven Boatenhamer to the McMahon/Wrinkle Aviation Advisory Board, 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

Council Input

Input

Mayor Pro Tem Ornelas spoke regarding his term and promises to continue to support his district.

Council Member Yanez thanked Todd and congratulated Mayor Pro Tem Ornelas and Cody Hughes.

Council Member Hughes said that has enjoyed serving on council and thanked staff. Mayor Moore thanked staff.

Council Member McDonald announced that May 6th was Nurses day and the City of Big Spring is very lucky to have well staffed hospital; also May16th Senic Mountain Medical Center will host a COPS coffee honoring Police Week.

Council Member Tompkins appreciates the staff quarterly report and that it is public record and encouraged citizens to look at it.

Council Member Smith thanked the Police Department.

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. 118th District Court: Fabian Butler v. City of Big Spring (No. 54252); City of Big Spring v. Jake Tiner Construction, LLC (No. 54929).

MOTION WAS MADE BY Council Member McDonald to adjourn into the above captioned executive session at 6:57 p.m., 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

Reconvene into Open Session and Take any Necessary Action on Executive Session Item

Council reconvened into open session at 7:29 p.m.

MOTION WAS MADE BY Council Member Tompkins authorizing the City Manager to execute the agreement regarding the Butler case per the stipulations that are in the current agreement, 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

ADJOURN

Mayor Moore adjourned the City Council meeting at 7:35 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

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

The Planning and Zoning Commission of the City of Big Spring, Texas, met in a REGULAR Session in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, April 18, 2023, with the following board members:

DALE AVANT	CHAIR
TERRY MCDANIEL	CO-CHAIR
KELLY HARRIS	MEMBER
KEVAN SCHOOLER	MEMBER
TJ STEWART	MEMBER

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

DALE AVANT	CHAIR
TERRY MCDANIEL	CO-CHAIR
KEVAN SCHOOLER	MEMBER
KELLEY HARRIS	MEMBER
T.J. STEWART	MEMBER

Open Session

Call to Order

Invocation

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

Announcements, Presentations and Public Hearings

Minutes

Approval of the Planning and Zoning Commission Meeting Minutes from the regular meeting held on April 04, 2023.

A motion to approve as written was made by Member Schooler
2nd by Member Stewart
Vote was 5 ayes 0 nays

Old Business

New Business

Consideration and approval of a preliminary plat of the Lisciotti Addition, being a 4.307-acre tract out of Sections 5 and 8, Block 32, T-1-S, T&P RR. Co. Survey, City of Big Spring, Howard County, Texas.

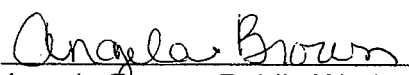
Member Stewart made a motion to approve the preliminary plat of the Lisciotti Addition, being a 4.307 acre tract out of Section 5 and 8, Block 32, T-1-S, T&P RR Co. Survey, Big Spring, Howard County, Texas.
2nd by Member Schooler
Vote was 5 ayes 0 nays

Consideration and approval of a final plat of the Lisciotti Addition, being a 4.307-acre tract out of Sections 5 and 8, Block 32, T-1-S, T&P RR. Co. Survey, City of Big Spring, Howard County, Texas.

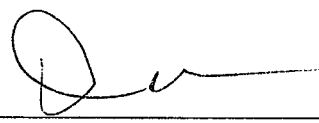
Member Schooler made a motion to approve the final plat of the Lisciotti Addition, being a 4.307 acre tract out of Section 5 and 8, Block 32, T-1-S, T&P RR Co. Survey, Big Spring, Howard County, Texas
2nd by Member McDaniel
Vote was 5 ayes 0 nays

Commissioners Input

ATTEST:



Angela Brown, Public Works Coordinator



~~Kevan Schooler~~, Chair
Dale Avant

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING Z-22-04, AMENDING THE BIG SPRING ZONING ORDINANCE BY REZONING APPROXIMATELY 5.08 ACRES OF LAND OUT ON N/2 OF SECTION 8, BLOCK 32, T-1-S, T&P RR. CO. SURVEY, BIG SPRING, HOWARD COUNTY, TEXAS, FROM AGRICULTURAL (A) TO SINGLE-FAMILY RESIDENTIAL (SF-2), SINGLE-FAMILY DWELLING DISTRICT; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THE ORDINANCE WAS DISCUSSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, The Planning and Zoning Commission held a public hearing during a regular meeting on April 4, 2023 considering this area of land, notating it as 4.56 acres of land, when the the total area in question is 5.08 acres when taken together with road easements, while road easements do not receive zoning; and

WHEREAS, In the Zoning Ordinance, District SF-2 is notated as a Single Family Dwelling District, and this use is residential in nature; and

WHEREAS, the Planning and Zoning Commission recommends that this zone change be approved; and

WHEREAS, the City Council held a public hearing during a regular meeting on May 9, 2023; and

WHEREAS, the City Council has considered this request and has determined that approval is in the best interest of the City;

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

SECTION 1. The City Council hereby authorizes Z-22-04, a rezone of approximately 5.08 acres located in N/2 of Section 8, Block 32, T-1-S, T&P RR. Co. Survey, Big Spring, Howard County, Texas, from A, Agricultural District, to SF-2, Single Family Dwelling District and such change is hereby approved as an amendment to the Zoning Ordinance.

SECTION 2. The City of Big Spring Zoning Map shall be amended to reflect the zoning designation of the above-described property as SF-2, Single Family Dwelling District.

SECTION 3. 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 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. Upon final passage and approval of this Ordinance, the City Secretary is hereby directed to publish the caption of the ordinance that summarizes the purpose of the ordinance and the penalty for violating the ordinance twice as required by law.

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **9th** day of **May, 2023**, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **23rd** day of **May, 2023**, with all members present voting "aye" for the passage of same.

Robert H. Moore, III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, ADDRESSING SAFETY, EFFICIENCY, COVERAGE, AND BUDGETARY CONCERNS FOR THE FIRE DEPARTMENT, ESTABLISHING CLASSIFICATIONS AND NUMBER OF POSITIONS FOR THE FIRE DEPARTMENT PURSUANT TO SECTION 143.021, TEXAS LOCAL GOVERNMENT CODE; DECREASING THE NUMBER OF SWORN FIRE DEPARTMENT PERSONNEL BY TEN (10) FROM SEVENTY-FOUR (74) TO SIXTY-FOUR (64) THROUGH ATTRITION WITH NO CURRENT POSITIONS BEING ELIMINATED; IMPROVING SAFETY, EFFICIENCY, AND COVERAGE BY CONSOLIDATING FROM FIVE TO FOUR FIRE STATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, having adopted the Charter of the City of Big Spring, the City of Big Spring is incorporated and organized under the laws of the State of Texas as a home-rule municipality; and

WHEREAS, the City Council of Big Spring is the governing body of the City of Big Spring pursuant to Section 1a, Article IV of the Charter; and

WHEREAS, the City of Big Spring has as one of its departments the Big Spring Fire Department; and

WHEREAS, the citizens of the City of Big Spring, Texas have adopted the civil service system for the Fire Department; and

WHEREAS, civil service is governed under state law, Chapter 143 of the Texas Local Government Code; and

WHEREAS, by statute, the Civil Service Commission “shall provide for the classification of all fire fighters,” and City Council “by ordinance shall prescribe the number of positions in each classification,” Section 143.021, Texas Local Government Code; and

WHEREAS, in 2016, under Ordinance 030-2016, City Council had set the total number of sworn fire department personnel at 62, including 1 fire chief, 6 deputy chiefs, 15 lieutenants, 15 drivers, and 25 firefighters; and

WHEREAS, in 2019, in part to defray overtime expense, City Council accepted a FEMA SAFER grant that made it possible to add ten additional firefighter positions, and in addition City Council added one deputy chief position for a total of eleven additional personnel; and

WHEREAS, in its Ordinance 047-2019, City Council set the total number of sworn fire department personnel at 73, including 1 fire chief, 7 deputy chiefs, 15 lieutenants, 15 drivers, and 35 firefighters, and in said Ordinance, City Council stated “Prior to the end of the three-year term, the Fire Chief and HR Director will evaluate the ability of the City to maintain the additional firefighters. If it is determined that the City is unable to maintain the additional firefighter positions, the additional firefighter positions will be eliminated through attrition; however, the City will maintain no less than 25 firefighters;” and

WHEREAS, in 2022, City Council adopted Ordinance 016-2022 setting the total number of sworn fire department personnel at 74 by adding one firefighter position to a total of 36, in anticipation of seeking an additional SAFER grant for the one additional personnel, and nevertheless reserving the possibility of lowering the amount of firefighter positions to 26; and

WHEREAS, in 2022 City Council adopted Resolution 013-2022 in preparation for seeking the additional FEMA SAFER grant; and

WHEREAS, no FEMA SAFER grant can be used to retain existing positions, but may only be used to add new positions; and

WHEREAS, citing “the City’s limited budget,” City Council repealed Resolution 013-2022 by its Resolution 037-2022; and

WHEREAS, in March 2023, the FEMA SAFER grant expired; and

WHEREAS, the management staff of the City, after appropriate review and evaluation of the needs of the Fire Department and ongoing and continued overtime expense, have made their recommendation relating to the existing number of budgeted positions and recommend decreasing the number of sworn fire department personnel in the Fire Department by ten (10) positions from 74 to 64 total personnel, including 10 “firefighter” classifications from 36 to 26; and

WHEREAS, due to budgetary shortfalls affecting the Fire Department, especially as concerns overtime expense, the City of Big Spring must take action to control expenses; and

WHEREAS, the reduction by attrition of these positions is in the best interest of the Fire Department and the City; and

WHEREAS, to improve safety, efficiency, and coverage, Council determines to consolidate the Fire Department stations from five to four; and

WHEREAS, consolidation of the Fire Department stations to four is in the best interests of the City;

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

SECTION 1. The City Council approves an ordinance to decrease the number of Firefighter positions by ten (10), by attrition with no current positions being eliminated.

SECTION 2. City Council hereby amends Big Spring City Code Chapter 2, entitled "Administration," Article III, entitled "Officers and Employees," Section 2-57, entitled "Adoption of civil service for firefighters' and civil service positions designated," in part as follows:

Big Spring City Code
Chapter 2 – Administration
Article III – Officers and Employees

Section 2-57 – Adoption of civil service for firefighters and civil service positions designated.

~~Section 2-57 – Adoption of civil service for firefighters' and civil service positions designated.~~

- (a) Firefighters' Civil Service under Texas Local Government Code ch. 143 is hereby put into effect by the city as of October 1, 1985.
- (b) All employees are hereby granted the same vacation and sick leave benefits granted to firefighters under Texas Local Government Code ch. 143 and the city personnel policies and procedures is hereby amended to reflect these benefits.
- (c) Classification of all firefighters and the number of authorized positions in each classification are as follows:

Classification	Number of Authorized Positions
* Fire chief	1
** Deputy chief	7
Lieutenant	15
Driver	15
*** Firefighter	26 36
Total	64 74

* Non-civil service

****** One of the six deputy chiefs will be appointed by the fire chief in accordance with Texas Local Government Code § 143.014. One deputy chief will be assigned as fire marshal and certified health inspector by the fire chief in accordance with Texas Local Government Code § 143.042.

******* The city will reduce, through attrition only, firefighters to 26 from 36. As the position is reduced by attrition the number will be reduced accordingly. ~~In 2019, the Big Spring Fire Department was awarded the SAFER grant from FEMA. The grant pays for ten firefighter positions for a three-year period (ending in 2022). Prior to the end of the three-year term, the fire chief and HR director will evaluate the ability of the city to maintain the additional firefighters. If it is determined that the city is unable to maintain the additional firefighter positions, the additional firefighter positions will be eliminated through attrition; however, the city will maintain no less than 26 firefighters.~~

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

SECTION 3. To improve safety, efficiency, and coverage, the five Fire Department stations shall be consolidated to four Fire Department stations, with the station at 18th Street and Main Street closing. Personnel and equipment will be re-deployed to the four Fire Department stations located in the City.

SECTION 4. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 6. 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 7. It is hereby officially found and determined that the meetings at which this Ordinance was adopted were open to the public and that public notice of the time, place and purpose of said meetings was given as required by law.

SECTION 8. Upon final passage and approval of this Ordinance, the City Secretary is hereby directed to publish the caption of the Ordinance that summarizes the purpose of the Ordinance as required by law.

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

PASSED AND APPROVED on first reading at a special meeting of the City Council on the **22nd** day of **May, 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 **23rd** day of **May, 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 THE BIG SPRING CITY CODE, CHAPTER 40, "PARKS, RECREATION, AND CULTURAL AFFAIRS," ARTICLE V, "MOSS CREEK LAKE," SECTION 40-151, "ADMISSION REGULATIONS," TO CLARIFY MOSS CREEK LAKE FEES; TO CLARIFY MOSS CREEK LAKE RULES; TO CONFIRM THAT MOSS CREEK LAKE MAY NOT BE USED AS A PERMANENT RESIDENCE EXCEPT FOR THE CARETAKER, AND TO DELEGATE THE AUTHORITY TO MAKE POLICIES AND REGULATIONS FOR MOSS CREEK LAKE NOT INCONSISTENT WITH ARTICLE V TO THE CITY MANAGER, AND WITH THE CITY MANAGER'S PERMISSION, TO THE PUBLIC WORKS DIRECTOR, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THE ORDINANCE WAS DISCUSSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, City Council has determined to adopt the following ordinance;

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

SECTION 1.

Section 40-151, "Admissions regulations," Article V, "Moss Creek Lake," in Chapter 40, "Parks, Recreation, and Cultural Affairs," is hereby amended in its entirety to read as follows:

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

Section 40-151. Admission regulations.

- (a) *Entering Moss Creek Lake.* Except for duly authorized city employees and officers and except for public officials or officials on official business acting within the course and scope of their official duties, no person shall enter the Moss Creek Lake area without paying the fee set out in subsection (b) of this section.
- (b) *Admission and permit fees.* Each permit for subsections (3) through (9) may only be purchased in addition to either a daily vehicle permit or an annual vehicle permit, as applicable.
 - (1) Entrance Daily vehicle permit: \$5.00 per vehicle driven by a county resident. \$20.00 per vehicle driven by an out-of-county resident. All fees other than overnight camping fees expire at 10:00 p.m. on the date of purchase.

- (2) ~~Yearly~~ Annual vehicle permit: \$100.00 per family residing in county. \$250.00 per family residing outside of county. (Limited to immediate family members residing in same household, includes boat launching and primitive camping fees.) The annual vehicle permit shall be effective for one calendar year from date of purchase and must be available for the caretaker's review when requested. This permit allows entry of a one vehicle and one ~~an~~ attached trailer or camper. Any additional vehicles or trailers or campers shall obtain ~~an~~ additional permits.
- (3) Full-service RV hookups permit: ~~\$15.00~~ \$20.00 per overnight stay. The permit expires at 12:00 noon on the day following the date of purchase. (Includes water, electricity and septic system hook-up.)
- (4) Limited service RV hookups permit: ~~\$12.00~~ \$15.00 per overnight stay. The permit expires at 12:00 noon on the day following the day of purchase. (Includes water and electricity only.)
- (5) Full-service RV hookup weekly: ~~\$70.00~~ \$140.00 per week. The permit expires at 12:00 noon on the seventh day after the day of purchase.
- (6) Pavilion rental: \$25.00 per 24-hour period. Fee for pavilion must be paid before reservation will be secured. Rental includes a one primitive camping permit for one night and for one vehicle. ~~Additional vehicles must obtain additional permits.~~
- (7) Overnight primitive camping permit: \$10.00 per overnight stay. The permit expires at 12:00 noon on the day following the date of purchase. ~~(No discounts for adults 65 years or older or children 12 years or under apply due to this is a per-vehicle only charge.)~~
- (8) Registered vessels launching permit: \$10.00.
- (9) Motorcycle course: \$15.00 per motorbike.
- (c) *Miscellaneous. ~~Fee exemptions; revocation of permit.~~ No admission fee shall be charged for children under 12 years of age or adults 65 years of age or older.* No permit fees shall be refunded for any reason. City employees and their family (spouse, children) are exempt from all permit fees with the exception of the RV park fees. City employees must provide all information required on the envelope and include their first and last name and employee number. This will aid the caretaker in ensuring their status is valid, and an employee of the city. The lake attendant may revoke a permit or refuse to issue a permit issued under this section for any period not exceeding one year, if the holder thereof or applicant for a permit violates or has in the past violated any provisions of this article or any rule or regulation governing the lake in its surrounds. Notice of said revocation shall be given in writing and the holder or applicant may appeal to the city manager by filing a notice of appeal with the city manager within ten days after the notice of revocation. Failure to so appeal shall render the action of the lake attendant final.
- (d) *Hours of operation.* Entrance to the area surrounding the lake shall open at 7:00 a.m. and close at 10:00 p.m. When the entrance gate is closed no one shall leave Moss Creek Lake area other than during these posted hours except for duly authorized city employees and officers on official business acting within the course and scope of their official duties, except in the event of an emergency. Any persons entering the lake property after 10:00 p.m. must pay a vehicle permit fee, and the primitive camping permit fee unless they are

utilizing the RV park in which case RV fees will apply. Paying such a fee or fees does not excuse the policy violation of not obeying the hours of operation for entrance and exit.

- (1) ~~The paintball course will operate only when the area is open and supervised. Paintball markers or other devices used for the play of paintball may not be used or fired in any other area of the lake. Normal operating hours will be from 9:00 a.m. to dusk, Saturday and Sunday or when the lakes caretaker deems the area to be open for play. In the event a match cannot be supervised the field will be closed to play. All players must have a signed and dated acknowledgment of course rules and waiver on file with the lakes caretaker before they are allowed to play. Participants under the age of 18 must have a parent or legal guardian sign the form which must be witnessed by the lake staff. This acknowledgement will remain valid for one calendar year and kept on file in the lake concession area. The lake caretaker or staff may, at any time, request identification to ensure that a person has a signed acknowledgement on file. Anyone found to be in the course when closed shall be guilty of an offense~~
- (2) The dirt bike course will be open from 7:00 a.m. to dusk Monday thru Sunday. No riding of an ATV, Motor Cross or Enduro style vehicles is allowed in any other area of the lake. Anyone found to be in or on the course outside of designated hours listed, driving or riding of any ATV, Motor Cross or Enduro style vehicles in any area of the lake other than the dirt bike course shall be guilty of an offense.
- (3) When the store at the Moss Creek facility is closed, payment for all permits must be placed in an envelope provided at the drop box and deposited in the drop box prior to entry into the lake area. All information requested on the envelope must be correctly filled out for the permit to be valid. Failure to provide correct information and permit fee shall be unlawful.
- (e) *Rules and regulations.* The City Manager shall have the discretion to adopt in writing, filed with the City Secretary, rules and regulations governing the lake or its surrounding area owned by the city which are not inconsistent with this article. This authority is delegated to the Public Works Director, except if the City Manager files a writing with the City Secretary. The city council shall have the authority to adopt reasonable rules and regulations governing the lake or its surrounding area owned by the city which are not inconsistent with this article, and any violation of this article or said rules and regulations shall constitute a misdemeanor and shall be punishable in accordance with the applicable penalty provisions of this Code.
- (f) Use of Moss Creek Lake is temporary only. Notwithstanding any permit, fee paid, or prior use, Moss Creek Lake is not available for use as a permanent residence for any person, except as follows. The City Manager may allow one City employee and the employee's immediate family to live at Moss Creek Lake under conditions set by the City Manager if the employee is the authorized the caretaker.

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.

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

SECTION 5. Upon final passage and approval of this Ordinance, the City Secretary is hereby directed to publish the caption of the ordinance that summarizes the purpose of the ordinance and the penalty for violating the ordinance twice in a newspaper of Big Spring as required by law.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **9th** day of **May, 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 **23rd** day of **May, 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

At the discretion of City Council.

Amend the Moss Creek Lake fees Ordinance considered at the City Council regular meeting, May 23, 2023 in part as follows:

SECTION 1:

...

Section 40-151

...

(b) ...

(2) Annual vehicle permit: \$25.00 ~~\$100.00~~ per family residing in county. \$65.00 ~~\$250.00~~ per family residing outside of county. (Limited to immediate family members residing in same household, includes boat launching and primitive camping fees.) The annual vehicle permit shall be effective for one calendar year from date of purchase and must be available for the caretaker's review when requested. This permit allows entry of a one vehicle and one ~~an~~ attached trailer or camper. Any additional vehicles or trailers or campers shall obtain ~~an~~ additional permits.

...

(f) Use of Moss Creek Lake is temporary only. Notwithstanding any permit, fee paid, or prior use, Moss Creek Lake is not available for use as a permanent residence for any person, except as follows. The City Manager may allow one City employee and the employee's immediate family to live at Moss Creek Lake under conditions set by the City Manager if the employee is the authorized ~~the~~ caretaker.

...

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

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



INTEGRITY
EXCELLENCE
TRUST

May 18, 2023

Mr. Todd Darden, City Manager
City of Big Spring
310 Nolan St.
Big Spring, Texas 79720

RE: Letter of Recommendation

Dear Mr. Darden:

On May 9, 2023, bids were opened for the Birdwell Park Detention Pond Improvements project. This project included repairs and improvements to the existing Birdwell Park detention pond. The base bid included repairing the breach in the dam, replacing the outlet structure and spillway of the pond, channel improvements, soil stabilization, and erosion control. There were 3 bids received with the low base bid of \$205,117.50. being turned in by Bontke Brothers Construction out of Abilene, Texas. Additive alternates were also taken for additional channel stabilization and an alternate for hydromulch seeding in lieu of traditional seeding. These alternates were bid in the event of favorable bids, to allow the City to add in additional erosion control measures.

We have performed a reference check for Bontke Brothers and see no reason not to award the contract. Based on our communication with the City, we recommend awarding the base bid as well as additive alternate A1 to Bontke Brothers for the total contract amount of \$296,692.50.

Following the council award of the project, we will prepare documents for execution by the Contractor and the City. Should you have any questions or concerns, please feel free to contact me at 325-695-1070 or at kirth@jacobmartin.com.

Sincerely,

JACOB | MARTIN

Kirt Harle, P.E.
Attachments – Bid Tabulation



3465 Curry Lane
Abilene, TX 79606
325.695.1070

908 S. Main Street, Suite 100
Boerne, TX 78006
325.695.1070

4920 S. Loop 289, Suite 104
Lubbock, TX 79414
806.368.6375

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880

City of Big Spring
Birdwell Park Detention Pond Improvements
Bid Date: May 9, 2023 at 3:00 PM
JM Project Number: 22417
Local Funding



Bid Tabulation

Engineer: Jacob & Martin, LLC
Abilene, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:	Bontke Brothers Construction		C & B Excavation and Paving	Don Faulkner Construction, LLC	
	102 College Drive		805 Imperial Ln	4849 Annette Ln	
	Abilene, TX 79601		Corsicana, TX 75110	Abilene, TX 79606	
TOTAL BASE BID		\$ 205,117.50	*	\$ 259,320.00	\$ 669,199.73 *

ADDITIVE ALTERNATE BID

Item #					Total			Total		Total	
A1					\$ 91,575.00			\$ 101,750.00		\$ 418,375.65	
A2					\$ 79,605.00			\$ 88,450.00		\$ 363,688.71	
A3					\$ 12,629.75			\$ 20,620.00		\$ 9,279.00	
TOTAL BASE BID plus A1					\$ 296,692.50			\$ 361,070.00		\$ 1,087,575.38	

(*) - Extension Error



Memorandum

To: Honorable Mayor, City Council, and City Manager

From: Chad Williams, Chief of Police

Date: May 17, 2023

Subject: Permission to Accept Donation from BSJH NJHS

On behalf of the members of the Big Spring Animal Control Division we would like to publicly thank the Big Spring Junior High National Junior Honor Society for their recent endeavor of raising funds to donate to the Big Spring Animal Control for the purchase of animal food and leashes. As you may know, National Junior Honor Society is a national organization, that encourages and instills the values of scholarship, service, leadership, character, and citizenship in its members and helps middle-level students develop the knowledge and skills to become well-rounded student leaders in their school, community, and beyond. The Big Spring Animal Control Division was certainly happy to allow these young adults to build on their leadership skills through this community service event.

The members of the Big Spring Junior High National Junior Honor Society were able to raise \$406.12 through their fundraising efforts. The Big Spring Police Department is seeking permission from City Council to accept this donation.

Your consideration in this matter is greatly appreciated.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS GRANTING A PARTIAL AD VALOREM TAX EXEMPTION FOR TAX YEAR 2023 FOR THE HOMESTEAD OF ANY MARRIED OR UNMARRIED ADULT; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council finds that it would be in the best interest of the public welfare for the City Council to grant the residence homestead exemptions provided in Article 8, Section 1-b of the Texas Constitution and §11.13 of the Texas Property Tax Code;

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

SECTION 1. As authorized by Article 8 Section 1-b(e) of the Texas Constitution and §11.13(n) of the Texas Property Tax code the City Council hereby exempts from municipal ad valorem taxation twenty percent (20%) of the market value of the residence homestead of a married or unmarried adult, including one living alone, for the tax year 2022. However, as provided in said constitutional provision, the amount of the exemption authorized pursuant to this section may not be less than Five Thousand Dollars (\$5,000.00) unless the legislature by general law prescribes other monetary restrictions on the amount of this exemption. Also, as prescribed in said constitutional provisions, an eligible adult is entitled to receive other applicable exemptions provided by law. Further, as provided in said constitution provision, where ad valorem tax has previously been pledged for the payment of debt, the City of Big Spring may continue to levy and collect the tax against the value of the homesteads exempted under this section until the debt is discharged if the cessation of the levy would impair the obligation of the contract by which the debt was created.

SECTION 2. As set forth in Texas Tax Code §11.13, joint, community, or successive owners of property may not each receive the same exemption adopted by the ordinance for the same residence homestead. Furthermore, a person may not receive an exemption under Section 11.13 for more than one residence homestead in the same year.

SECTION 3. 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 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. It is hereby officially found and determined that the meetings at which this Ordinance was adopted were open to the public and that public notice of the time, place and purpose of said meetings was given as required by law.

SECTION 6. Upon final passage and approval of this Ordinance, the City Secretary is hereby directed to publish the caption of the ordinance that summarizes the purpose of the ordinance and the penalty for violating the ordinance twice as required by law.

SECTION 7. This Ordinance shall become effective upon its second publication.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **23rd** day of **May, 2023**, with all members present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **13th** day of **June, 2023**, with all members present voting “aye” for 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 THE REBUILDING OF THE DETENTION POND DAM AT BIRDWELL 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 original budget did not provide for the expenditure, since it was the result of an unusual amount of rainfall in a very short period of time.

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 \$300,000 to the Street Department, account number 002-022-320-6224. 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 remainder 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 23rd day of May, 2023 with all members of the Council present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 13th day of June, 2023 with all members of the Council present voting “aye” for the passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



INTEROFFICE MEMORANDUM

Date: May 17, 2023
To: Mayor Robert H. Moore, Big Spring City Council, and Todd Darden, City Manager
From: John Medina, Assistant City Manager
Subject: ASO Group Billing and Fees for Provider Negotiation and Dispute Resolution Process

The new ASA Amendment (attached) is to include the Blue Cross Blue Shield (BC/BS) IDR Fee as a separate line item in the Fee Schedule. To summarize, if an Out-of-Network Provider wants to pursue BC/BS to arbitrate and get more money than they were paid as an Out-of-Network Provider, there is an avenue for them to do so. The Out-of-Network Provider can file such appeals two times per year, and if they are not happy with the results initially, there is also a route where they can go to federal arbitration.

Based on the reports, most of the providers that have chosen to pursue arbitration are stand-alone emergency rooms that are not currently in the BC/BS Network. However, there has been only one claim so far that has been taken to arbitration for one of TML's ASO groups over the past six months, so TML does not anticipate that this will be a very common occurrence. The new IDR Fee will be added alongside the City's ACH Monthly Claims withdrawal report, and there will be a separate line item that will give the employee/member's name so we will have that information.

Information from BC/BS that further explains what the IDR Fee is and how the process works follows below.

A new provider dispute and negotiation process was put in place when provisions of the No Surprises Act (NSA) started for plan years beginning on or after January 1, 2022. This new, provider-initiated negotiation process – and Independent Dispute Resolution (IDR) process if negotiations fail – is only applicable to NSA-eligible claims. Currently, Blue Cross Blue Shield (BC/BS) supports our group customers by handling the 30-day provider negotiation process. If the negotiation step does not resolve the dispute, we also handle the IDR process for our customers.

Starting April 25, 2023, groups will begin seeing charges for these negotiation and arbitration processes on their invoice, as documented in our contractual agreements. Charges on the April bill will include disputes beginning on or after September 1, 2022. We will not bill groups for negotiation or IDR services we provided prior to September 1, 2022. Any future fees will be billed monthly as they incur.

Dispute Negotiation Fees

This is a \$50 per claim charge for our handling of the 30-day, provider-initiated negotiation process. This charge is for our full-service approach representing the health plan and handling the negotiation

with the provider. Our team's experience is utilized to our customer's benefit, as our claim experts can pull relevant data specific to the disputed claim and utilize it in the administration of the negotiation process. On the bill, multiple instances of these negotiations may be batched into the same date/charge.

IDR Dispute Fees

Sometimes the 30-day, provider-initiated negotiation process does not yield a successful payment agreement. If a provider is not satisfied, they may initiate the federal IDR process. In these instances, BC/BS will again represent our customers in the federal IDR process to ensure their compliance with the regulatory requirements and utilize our claims experience to secure the best outcome for our group customers.

If the provider initiates the federal IDR process, an additional \$75 per claim charge will be included on the bill. These charges will be combined with the negotiation fee, so individual claims going to IDR will appear as a \$125 charge (combining the \$50 negotiation fee and \$75 dispute fee). Note, there may be some variance for batched claims.

These processes and fees only apply to the dispute process for NSA-eligible claims. According to an analysis by the Blue Cross Blue Shield Association and AHIP, during the first three quarters of 2022, about 0.5% of all commercial claims were NSA-eligible claims.



Third Amendment to Administrative Services Agreement

This Third Amendment ("**Amendment**") to Administrative Services Agreement is entered into as of the latest date signed below (the "**Effective Date**") by and between TML Multistate Intergovernmental Employee Benefits Pool d/b/a TML Health Benefits Pool ("**TML Health**"), and the City of Big Spring ("**Big Spring**"). TML Health and City of Big Spring are referred to individually as "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the Parties entered into that certain Administrative Services Agreement, effective November 17, 2021 (the "**Agreement**");

WHEREAS, the Parties previously amended the Agreement on December 20, 2022 and April 13, 2023.

WHEREAS, the Parties desire to amend the Agreement to reflect TML Health's fee in connection with claims, items, and services that are subject to the NSA and disputed by a Provider through the Independent Dispute Resolution process, to be paid by Big Spring, as reflected below, to be governed by its terms and conditions thereby; and

WHEREAS, the Agreement states that it may only be amended by a written amendment executed by both parties to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby accepted and acknowledged, the Parties agree as follows:

1. **Amendment**. The following sections of the Agreement shall be amended as follows:

The "Schedule A to Attachment 2 - Fee Schedule" section of the Agreement at page A-8 shall be amended to add the following services and associated fees, which Big Spring hereby selects:

Claim that is subject of informal negotiation with a Provider (this fee will be charged in the event the Provider, in its sole discretion, determines that it will not accept the initial payment amount)	\$50 per claim
Claim for each IDR where Claim Administrator represents Plan (this fee will be charged in the event the Provider, in its sole discretion, determines that it will initiate IDR after the information negotiation period)	\$75 per claim

All costs imposed by the IDR entity or any state, federal or local government entity in connection with an IDR.

2. **Limited Effect.** Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties hereto. Without limiting the generality of the foregoing, the Amendment contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Agreement will mean and be a reference to the Agreement as amended by this Amendment.
3. **Entire Agreement.** This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment to Administrative Services Agreement as of the Effective Date.

**TML Multistate Intergovernmental
Employee Benefits Pool d/b/a TML
Health Benefits Pool**

City of Big Spring

By:

Name: Jennifer Hoff

Title: Executive Director

Date:

By: _____

Name: John Medina

Title: Assistant City Manager

Date: May 15, 2023

Approved as to Form:

By:

TML Health Chief Legal Officer



CITY OF
Big Spring

MEMORANDUM

Date: May 19, 2023

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

From: Shane Bowles, Public Works Director

Re: Lift Station

The Birdwell Lift Station has been in the works since 2017 and it is the City of Big Spring's best interest to take the project and move it towards Jacob Martin. Jacob Martin is already handling two different lift station projects for the City and the hopes are to see costs savings and move the project forward to begin construction.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made by and between the City of Big Spring, a Texas Home Rule municipal corporation ("CITY") and Jacob Martin, LLC, ("ENGINEER").

WHEREAS, CITY desires to retain a person or firm to provide the following services: engineering services for the **Birdwell Lift Station**.

WHEREAS, ENGINEER warrants that it is qualified and competent to render the aforesaid services, and holds and will continue to hold at all times pertinent to this Agreement, the license or licenses as required by law to perform this Agreement;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by Client, the parties agree to the following:

I. Scope of Services

ENGINEER agrees to provide all of the professional engineering services described in Exhibit A attached hereto, and by this reference made a part hereof, shall conform to those specifications set forth in the Scope of Services, attached as **Exhibit A**, incorporated herein by reference as if set forth herein in full. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between the Exhibits and this Agreement, the terms of this Agreement shall govern.

It is expressly understood that in the performances of the services herein, ENGINEER and the agents and employees thereof, shall act in an independent capacity and as an independent consultant and not as officers, employees or agents of CITY.

ENGINEER shall be free to contract for similar services to be performed for others while ENGINEER is under Agreement with CITY.

II. Compensation to ENGINEER

- A. The fees for furnishing services under this Agreement shall be as described in **Exhibit A** and based on the Rate Schedule which is described in **Exhibit A** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement.
- B. ENGINEER will submit monthly billings based upon the amount of work completed during the specified period. ENGINEER's billings will be in writing and of sufficient detail to fully identify the work completed to date of billing.

Commented [A1]: Exhibit B is JM's rate schedule for the time and expense services. Fee Schedule was maybe a bad wording in this section so I changed it to "Rate Schedule"

III. Project Schedule

The Project schedule shall be determined by mutual agreement by CITY and ENGINEER. ENGINEER will confer with representatives of CITY to take such steps as necessary to keep the Project on schedule. CITY'S representative for purposes of this Agreement shall be the City

Manager or his designee. ENGINEER will begin work on the Project within five (5) days after receipt of written notification to proceed from CITY.

IV. Ownership of Documents

ENGINEER agrees that all products, including but not limited to all reports, documents, materials, data, drawings, information, techniques, procedures, and results of the work of itself and of subcontractors ("Work Product") arising out of or resulting from the particular and defined services that will be provided hereunder, will be the sole and exclusive property of CITY and are deemed "Works Made for Hire." ENGINEER agrees to and does hereby assign the same to CITY. ENGINEER will enter into any and all necessary documents to effect such assignment to CITY. ENGINEER shall maintain originals or copies of all Work Product that is produced and/or used in the execution of this Agreement. It is understood that ENGINEER does not represent that such Work Product is suitable for use by CITY on any other projects or for any purposes other than those stated in this Agreement. Reuse of Work Product by CITY without ENGINEER's specific written authorization, verification and adaption will be at CITY's risk and without any liability on behalf of ENGINEER.

Work Product shall not be subject to copyright or proprietary claim of ENGINEER.

CITY may, at its election, require ENGINEER to return Work Product to CITY prior to or at the conclusion of retention period, as defined elsewhere in this agreement, and in any case to do so within thirty (30) days of the CITY's request.

If, at the end of the said retention period, there is litigation or other questions arising from, involving or concerning Work Product or the Project, ENGINEER shall retain the records until the resolution of such litigation or other such questions.

ENGINEER shall notify City immediately upon receiving requests for Work Product from a third party. ENGINEER understands and agrees that CITY will process and handle all such requests.

V. Confidentiality

ENGINEER agrees neither it nor its employees, subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of CITY unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by ENGINEER, its employees, subcontractors and agents shall be used by ENGINEER, its employees, subcontractors and agents solely and exclusively in connection with the performance of the Project.

VI. Records License and Retention

ENGINEER agrees that CITY or its duly authorized representatives will, until the expiration of four (4) years after final payment under this Agreement ("the retention period") have access to and the right to examine, audit, and copy Work Product, pertinent books, documents, papers, invoices and records of ENGINEER involving transactions related to this Agreement, which

books, documents, papers, invoices and records ENGINEER agrees to maintain for said time period.

VII. Taxes

Any and all taxes assessed by any government body upon services or materials used in the performance of this Agreement shall be the responsibility of ENGINEER.

VIII. Material and Equipment

ENGINEER shall furnish at ENGINEER's own expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement.

IX. Amendment

If ENGINEER is requested in writing by CITY to provide any optional, additional or out of scope services, ENGINEER and CITY will agree in writing as to the nature of such services and to a price for such services before any work is started.

X. Indemnification

ENGINEER shall indemnify and save harmless CITY and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of ENGINEER or its agents or employees, in the execution or performance of this contract.

XI. Insurance

ENGINEER will provide insurance coverage in accordance with CITY's insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to CITY, this Agreement may be terminated by CITY, without penalty, on written notice to ENGINEER. In addition, ENGINEER will provide Professional Liability Insurance in the amount of \$1,000,000.00 per claim.

XII. Applicable Law

ENGINEER shall at all times observe and comply with all applicable laws, ordinances and regulations of the state, federal and local governments which are in effect at the time of the performance of this Agreement.

XIII. Termination

Either party shall have the right to terminate this Agreement by giving the non-terminating party seven (7) days prior written notice. Upon receipt of notice of termination, ENGINEER

will cease any further work under this Agreement and CITY will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of CITY.

XIV. Nonconformity

In the event CITY finds that any of the Work Product produced by ENGINEER under this Agreement does not conform to the Scope of Work, then ENGINEER will be given ten (10) days after receipt of written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these ten (10) days ENGINEER has failed to make any Work Product conform to the Scope of Work, CITY may terminate this Agreement immediately by providing written notice of termination to ENGINEER. Upon termination CITY will only owe for work done prior to termination and accepted by CITY. All finished or unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of CITY.

XV. Excusable Delays

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended as agreed to in writing by the parties.

XVI. Notices

ENGINEER's address for notice under this Agreement is as follows:

Kirt Harle, P.E., Vice President
Jacob Martin
3465 Curry Lane
Abilene, TX 79606

CITY'S address for notice under this Agreement is as follows:

Todd Darden, City Manager
City of Big Spring
310 Nolan St.
Big Spring, TX 79720

Any notice given pursuant to this Agreement shall be effective as of the date of receipt by registered or certified mail, or overnight delivery, to the address stated in this Agreement, or by hand-delivery to the person named in this paragraph representing the respective party.

XVII. Contingency

All obligations of CITY are expressly contingent upon appropriation by the City Council of the City of Big Spring of sufficient, reasonably available funds.

XVIII. Assigned Personnel

ENGINEER shall provide experienced and qualified personnel to carry out the work to be performed by ENGINEER under this Agreement and shall be responsible for and in full control of the work of such personnel. ENGINEER shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided and acceptable to CITY, as is evidenced in writing.

XIX. Standard of Care

ENGINEER will perform the services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

XX. Accessibility—Texas Accessibility Standards

ENGINEER agrees not to discriminate by reason of age, race, religion, sex, color, national origin or condition of disability in the performance of this Agreement. ENGINEER further agrees to comply with the Equal Opportunity Clause as set forth in Executive Order 11246 as amended and to comply with the provisions contained in the Americans with Disability Act, as amended.

XXI. Modifications

No modifications to this Agreement shall be enforceable unless agreed to in writing by both parties.

XXII. Third Party Obligations

CITY and ENGINEER hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and assigns of such party in respect to all covenants of this Agreement. Neither CITY nor ENGINEER will be obligated or liable to any third party as a result of this Agreement.

XXIII. Assignment

ENGINEER will not assign, sublet, or transfer interest in this Agreement without the prior written consent of the CITY.

XXIV. Choice of Law, Forum, and Venue

The law of the State of Texas shall govern this Agreement. The parties consent and submit to the personal jurisdiction of the courts of the State of Texas. Any litigation or other legal proceedings arising out of this Agreement shall be exclusively filed and adjudicated in state courts sitting in Howard County, Texas. Venue for any cause of action shall be in Howard County, Texas.

XXV. Waiver

In no event shall the making by the CITY of any payment to ENGINEER constitute or be construed as a waiver by the CITY of any breach of the Agreement, or any default which may then exist, nor shall it in any way impair or prejudice any right or remedy available to the CITY in respect to such breach or default.

XXVI. Severability

In the event any invalid provision herein contained is held to be invalid by any court of competent jurisdiction, and such was not a controlling or material inducement to the making of this Agreement, the invalid provision shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder.

XXVII. Integrated Agreement

The parties intend this statement of their Agreement to constitute the complete, exclusive, and fully integrated statement of their Agreement.

XXVIII. Non-Waiver of Governmental Immunity

- a. The City of Big Spring expressly retains all rights and benefits of governmental immunity from liability and suit for damages in accordance with: Title 5, Texas Civil Practice and Remedies Code; Subchapter I, Chapter 271, Texas Local Government Code; and any other law, if applicable.
- b. Nothing in this Agreement shall be deemed as a waiver of governmental immunity or as increasing the City of Big Spring's liability beyond any statutory limitation of liability.
- c. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Big Spring which would otherwise be barred under the doctrine of governmental immunity or operation of law.

XXIX. Nonappropriations

The Agreement expires at the end of each fiscal period for which an appropriation was made and is automatically renewed for the next fiscal period only if the City Council of Big Spring appropriates sufficient funds to pay the annual obligation for the upcoming fiscal year. The City of Big Spring's fiscal year ends September 30 of each year.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the Parties signs.

EXECUTED and AGREED to as of the dates indicated below:

ENGINEER:

JACOB MARTIN, LLC

Kirt Harle, P.E., Vice President

Date: _____

Attest:

Will Dugger, Vice President

CITY:

THE CITY OF BIG SPRING, TEXAS

Todd Darden, City Manager

Date: _____

Attest:

Tami L. Davis, Assistant City Secretary

APPROVED AS TO FORM ONLY:

Andrew W. Hagen, City Attorney

**CERTIFICATE OF INSURANCE REQUIREMENTS
CITY OF BIG SPRING, TEXAS**

1. General Insurance Conditions

The following conditions shall apply to all insurance policies obtained by ENGINEER for the purpose of complying with this Agreement.

1.1. Satisfactory Companies

Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

1.2. Named Insureds & Loss Payable Endorsements

All insurance policies required herein shall be drawn in the name of ENGINEER, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds. For Fire and Extended Coverage on buildings and improvements, all policies shall have loss payable endorsements for both Parties according to their respective interests.

1.3. Waiver of Subrogation

ENGINEER shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

1.4. Certificates of Insurance

At or before the time of execution of this Agreement, ENGINEER shall furnish City's Finance Director with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days of advance notice in writing of cancellation, non-renewal or material change in the policy, of insurance. In addition, ENGINEER and insurance company shall immediately provide written notice to City's Finance Director upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Finance Director at City Hall, 310 Nolan St., Big Spring, TX 79720.

1.5. Engineer's Liability

The procurement of such policy of insurance shall not be construed to be a limitation upon ENGINEER's liability or as a full performance on its part of

the indemnification provisions of this Agreement. ENGINEER's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of ENGINEER to maintain adequate coverage shall not relieve ENGINEER of any contractual responsibility or obligation.

2. Types and Amounts of Insurance Required

ENGINEER shall obtain and continuously maintain in full effect at all times during the term hereof, at ENGINEER's sole expense, insurance coverages as follows with limits not less than those set forth below:

2.1 Commercial General Liability

This policy shall be a comprehensive occurrence-type policy and shall protect the ENGINEER and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the ENGINEER's employees) and damage to property of the City or others arising out of the act or omission of the ENGINEER or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by ENGINEER under the paragraph of this Agreement entitled "Indemnification", including lease liability, completed operations, products, liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment).

Coverage shall be as follows:

\$ 2,000,000.00 General Aggregate

\$ 1,000,000.00 Each Occurrence

2.2 Automobile Liability

This coverage shall protect ENGINEER and the additional insureds, against all claims for injury or property damage associated with use of automobiles, and shall cover all automobiles owned, or otherwise that shall be used by ENGINEER and any of its employees, agents, subcontractors or assigns on City property in connection with the Agreement.

\$ 1,000,000.00 Combined Single Limit

2.3 Umbrella Liability

\$ 2,000,000.00 Each Occurrence

\$ 2,000,000.00 Aggregate

2.4 Workers' Compensation Coverage:

State statutory limits

2.5 Professional Liability

\$ 1,000,000.00 Per Claim

EXHIBIT A

SCOPE OF WORK

Jacob & Martin, LLC. (JM) will provide the following project-related engineering services to the City of Big Spring (City) for the following project:

The project scope includes engineering services for design review, bidding & award, and construction administration for the Birdwell Lift Station project. The project construction drawings and contract manual were prepared and sealed by Parkhill. The design documents as prepared by Parkhill have been reviewed and approved by the City. JM has been engaged by the City to administer the project through construction. JM's scope of work will include the following:

Basic Engineering Services

A – Design Phase

1. Provide a thorough review of the construction drawings and contract manual as prepared by Parkhill.
2. Prepare supplemental contract conditions that will provide clarification for Parkhill's and JM's responsibilities as it pertains to design of the project and construction administration of the project. The supplemental contract conditions will also address any items identified as part of JM's review of the construction drawings and contract manual.
3. Prepare detailed cost estimates, which shall include summaries of bid items and quantities.
4. Furnish Bidding Documents to City for legal review.
5. Finalize Contract Documents incorporating City's comments.

C – Bidding Phase

1. Assist City in the advertisement for bids.
2. Conduct pre-bid meeting (if requested by City)
3. Answer bidder's questions and issue addenda (if necessary).
4. Assist the City in the opening and tabulation of bids for construction of the project and make recommendations to the City for award of Contract.
5. Assist in the preparation of executed Contract Documents for the construction of the project.

D – Construction Phase

1. Coordinate Pre-Construction Conference.
2. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
3. Consult and advise the City, issue all instructions to the Contractor requested by the City, and prepare routine field orders and/or change orders as required.
4. Review submittals Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents.

“EXHIBIT A”

5. Review and recommend Contractor's payment requests.
6. Conduct in company with the City a site visit following substantial completion notice and prepare punch list.
7. Conduct in company with the City a final inspection of the project for conformance with the design concept of the project and compliance with the Contract Documents and approve in writing final payment to the Contractors.
8. Review contract drawings with the assistance of Owner and Contractor to show the work as actually constructed. Furnish two (2) sets of Record Drawings and a digital copy of the Record Drawings to the City.

Additional Construction Phase Engineering Services

- Provide construction surveying.
- Provide materials testing for density control at lift station and force main route.
- Provide periodic resident project representative (RPR), if requested by the City and third-party geotechnical engineer inspection.

Clarification of Engineer's Responsibilities

- Parkhill shall remain the engineer of record and be responsible for all of the original construction drawings and contract manual as prepared by licensed engineer representing Parkhill. The seal of the licensed engineer is represented on the original design documents.
- Per TBPELS Act and Rules – Item 137.33(i) JM shall notify Parkhill of the engagement with the City to administer the project through construction and shall be responsible for any changes that are made to Parkhill's original design documents.

“EXHIBIT A”

COMPENSATION PAYMENT SCHEDULE

Compensation for the Design Review, Bidding & Award and Construction Phases as described in the Scope of Services shall be at a lump sum price of \$62,600.00. \$8,200 of the lump sum fee shall be invoiced at the completion of the design review and approval of the contract documents by the City. \$13,600 of the lump sum fee shall be invoiced after award of the contracts by the City. \$27,200 shall be invoiced monthly as the project progresses through construction. The final \$13,600 shall be invoiced after final completion and closeout of the project.

Compensation for Additional Construction Engineering Services as described above shall be at a time and expense basis per the attached rate schedule with not to exceeds as follows:

- Construction Staking: Not to Exceed of \$5,000.00
- Materials Testing: Not to Exceed of \$7,500.00
- Inspection: Not to Exceed \$25,000.00
- Miscellaneous Engineering Expenses: Not to Exceed \$1,500

Fees do not include any required outside review, inspection, or filing fees. Time and expense items including mileage, vehicle, lodging, meal and other incidentals will be charged at the standard rates attached.

Expanded Scope

If the CITY decides to expand the scope of the project following completion of the design phase the ENGINEER and CITY shall execute an amendment to this agreement which defines the expanded scope and associated additional ENGINEER's design fee for the expanded scope.

“EXHIBIT A”



INTEROFFICE MEMORANDUM

Date: May 17, 2023
To: Mayor Robert H. Moore, Big Spring City Council, and Todd Darden, City Manager
From: John Medina, Assistant City Manager
Subject: Global Data Replacement

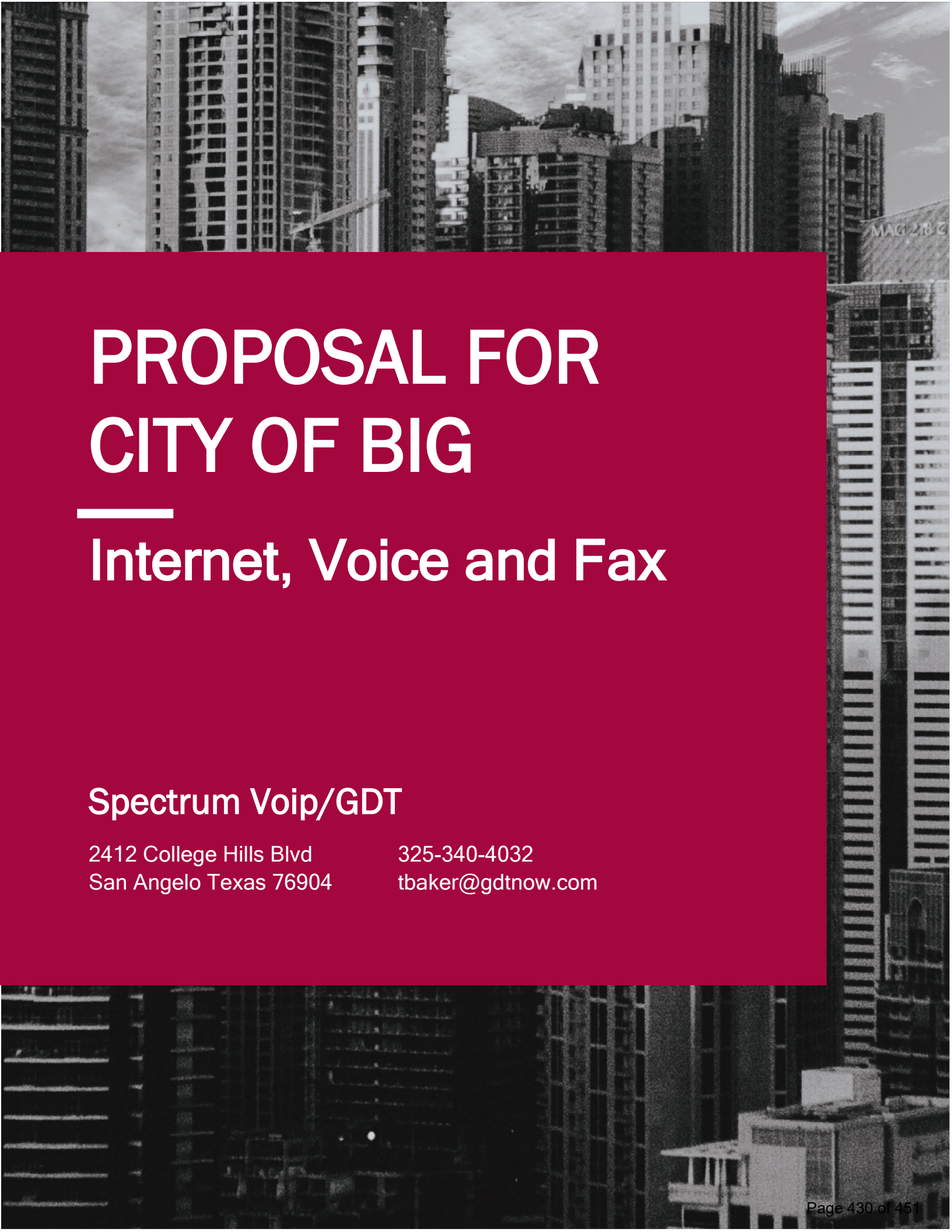
The city currently has 36 old copper telephone lines (POTS) through AT&T at a cost of \$6,242.00 per month. Most of these lines are fax lines and single line phones. AT&T has given notice that this service is being eliminated and any customer with this service should make other arrangements.

The city already has lines that are out of contract, and we are getting billed up to \$250.00 per line. After June 2023, these increases would increase the monthly bill from \$2,100.00 to \$9,000.00. We are going proposing to move the phone lines away from AT&T to Global Data Technologies at a cost of \$4,838.00 per month.

The city currently has back-up internet but does not have back-up phone lines. Global Data Technologies will provide the Big Spring Police Department with six back-up phone lines and 24 back-up phone lines for all other departments, which we currently do not have. If the main service goes down, the back-up lines would kick in automatically. The proposed service will also upgrade the city's internet.

The 62 city phone lines will be provided by Spectrum VoIP. Global Data Technologies will be supporting the phone system. The AT&T POTS lines and long distance will be replaced with Spectrum VoIP.

Staff Recommendation: The current total cost without the new AT&T increase is \$6,242.00 per month. The proposal from Global Data Technologies is \$4,838.00 per month, for total monthly savings of \$1,404.00. Due to the price increase and uncertainty of long-term service and fees with AT&T, the staff recommends that the City Council accept the formal quote from Global Data Technologies for phone services.



PROPOSAL FOR CITY OF BIG

Internet, Voice and Fax

Spectrum Voip/GDT

2412 College Hills Blvd
San Angelo Texas 76904

325-340-4032
tbaker@gdtnow.com

This proposal is to Upgrade the Cities Phone System, Internet and Phone Lines.

Currently the City uses AT&T to provide Internet and Phone Services. The Internet has been solid, but the phone lines have gone down multiple times.

At the moment, the City does not have a back up for this event. This proposal will address this going forward.

Current Services

City Hall

Internet 500/500	\$1662.00
Phone Lines 38	\$719.00
Long Distance	\$400.00

Police Department

Internet 100/100	\$872.00
Phone Lines 24	\$464.00
Long Distance	\$150.00

Pots/Fax Lines 36	\$1975.00
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Total Current Spend \$6242.00

Proposed Services

City Hall

Internet 1000/1000	\$1674.00
Phone Lines 38	\$695.00 - Includes Unlimited Long Distance

Police Department

Internet 150/150	\$850.00
Phone Lines 24	\$470.00 - Includes Unlimited Long Distance

Back Up Phone Lines for PD and City Hall - \$699.00

Includes Unlimited Long-Distance Service

If the main proposed service fails at either location the back up service will activate automatically:

- Internet will be provided by Att
- Primary phone Service will be provided by Spectrum VoIP
- Back Up Phone Service will be provided by Global Data Technologies, Inc
- Service Will be provided by Global Data Technologies, Inc
- Global Data will Provide Assistance on the Phone System Going Forward.
 - o If Remote Support is needed GDT will charge \$80.00 Per hour
- Global Data will install the new phone lines and assist City of Big Spring with the upgrade to the phone system.

New Total Proposed \$4838.00

Total Monthly Savings \$1404.00



CITY OF
Big Spring

MEMORANDUM

Date: May 19, 2023

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

From: Shane Bowles, Public Works Director

Re: WWTP Improvements

The City of Big Spring is seeking an agreement with Freese and Nichols for an improvement study at the wastewater plant. This will be using ARPA funding and needs to spent by 2026.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made by and between the City of Big Spring, a Texas Home Rule municipal corporation ("CITY") and Freese and Nichols, Inc., ("ENGINEER").

WHEREAS, CITY desires to retain a person or firm to provide the following services: engineering services for the **Wastewater Treatment Plant**.

WHEREAS, ENGINEER warrants that it is qualified and competent to render the aforesaid services, and holds and will continue to hold at all times pertinent to this Agreement, the license or licenses as required by law to perform this Agreement;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by Client, the parties agree to the following:

I. Scope of Services

ENGINEER agrees to provide all of the professional engineering services described in Exhibit A attached hereto, and by this reference made a part hereof, shall conform to those specifications set forth in the Scope of Services, attached as **Exhibit A**, incorporated herein by reference as if set forth herein in full. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between the Exhibits and this Agreement, the terms of this Agreement shall govern.

It is expressly understood that in the performances of the services herein, ENGINEER and the agents and employees thereof, shall act in an independent capacity and as an independent consultant and not as officers, employees or agents of CITY.

ENGINEER shall be free to contract for similar services to be performed for others while ENGINEER is under Agreement with CITY.

II. Compensation to ENGINEER

- A. The fees for furnishing services under this Agreement shall be as described in **Exhibit A** and based on the Rate Schedule which is described in **Exhibit A** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement.
- B. ENGINEER will submit monthly billings based upon the amount of work completed during the specified period. ENGINEER's billings will be in writing and of sufficient detail to fully identify the work completed to date of billing.

III. Project Schedule

The Project schedule shall be determined by mutual agreement by CITY and ENGINEER. ENGINEER will confer with representatives of CITY to take such steps as necessary to keep the Project on schedule. CITY'S representative for purposes of this Agreement shall be the City

Manager or his designee. ENGINEER will begin work on the Project within five (5) days after receipt of written notification to proceed from CITY.

IV. Ownership of Documents

ENGINEER agrees that all products, including but not limited to all reports, documents, materials, data, drawings, information, techniques, procedures, and results of the work of itself and of subcontractors ("Work Product") arising out of or resulting from the particular and defined services that will be provided hereunder, will be the sole and exclusive property of CITY and are deemed "Works Made for Hire." ENGINEER agrees to and does hereby assign the same to CITY. ENGINEER will enter into any and all necessary documents to effect such assignment to CITY. ENGINEER shall maintain originals or copies of all Work Product that is produced and/or used in the execution of this Agreement. It is understood that ENGINEER does not represent that such Work Product is suitable for use by CITY on any other projects or for any purposes other than those stated in this Agreement. Reuse of Work Product by CITY without ENGINEER's specific written authorization, verification and adaption will be at CITY's risk and without any liability on behalf of ENGINEER.

Work Product shall not be subject to copyright or proprietary claim of ENGINEER.

CITY may, at its election, require ENGINEER to return Work Product to CITY prior to or at the conclusion of retention period, as defined elsewhere in this agreement, and in any case to do so within thirty (30) days of the CITY's request.

If, at the end of the said retention period, there is litigation or other questions arising from, involving or concerning Work Product or the Project, ENGINEER shall retain the records until the resolution of such litigation or other such questions.

ENGINEER shall notify City immediately upon receiving requests for Work Product from a third party. ENGINEER understands and agrees that CITY will process and handle all such requests.

V. Confidentiality

ENGINEER agrees neither it nor its employees, subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of CITY unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by ENGINEER, its employees, subcontractors and agents shall be used by ENGINEER, its employees, subcontractors and agents solely and exclusively in connection with the performance of the Project.

VI. Records License and Retention

ENGINEER agrees that CITY or its duly authorized representatives will, until the expiration of four (4) years after final payment under this Agreement ("the retention period") have access to and the right to examine, audit, and copy Work Product, pertinent books, documents, papers, invoices and records of ENGINEER involving transactions related to this Agreement, which

books, documents, papers, invoices and records ENGINEER agrees to maintain for said time period.

VII. Taxes

Any and all taxes assessed by any government body upon services or materials used in the performance of this Agreement shall be the responsibility of ENGINEER.

VIII. Material and Equipment

ENGINEER shall furnish at ENGINEER's own expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement.

IX. Amendment

If ENGINEER is requested in writing by CITY to provide any optional, additional or out of scope services, ENGINEER and CITY will agree in writing as to the nature of such services and to a price for such services before any work is started.

X. Indemnification

ENGINEER shall indemnify and save harmless CITY and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of ENGINEER or its agents or employees, in the execution or performance of this contract.

XI. Insurance

ENGINEER will provide insurance coverage in accordance with CITY's insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to CITY, this Agreement may be terminated by CITY, without penalty, on written notice to ENGINEER. In addition, ENGINEER will provide Professional Liability Insurance in the amount of \$1,000,000.00 per claim.

XII. Applicable Law

ENGINEER shall at all times observe and comply with all applicable laws, ordinances and regulations of the state, federal and local governments which are in effect at the time of the performance of this Agreement.

XIII. Termination

Either party shall have the right to terminate this Agreement by giving the non-terminating party seven (7) days prior written notice. Upon receipt of notice of termination, ENGINEER

will cease any further work under this Agreement and CITY will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of CITY.

XIV. Nonconformity

In the event CITY finds that any of the Work Product produced by ENGINEER under this Agreement does not conform to the Scope of Work, then ENGINEER will be given ten (10) days after receipt of written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these ten (10) days ENGINEER has failed to make any Work Product conform to the Scope of Work, CITY may terminate this Agreement immediately by providing written notice of termination to ENGINEER. Upon termination CITY will only owe for work done prior to termination and accepted by CITY. All finished or unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of CITY.

XV. Excusable Delays

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended as agreed to in writing by the parties.

XVI. Notices

ENGINEER's address for notice under this Agreement is as follows:

Gennady Boksiner, P.E., BCEE
2711 Haskell Ave., Suite 3300
Dallas, TX
214-217-2224
gb@freese.com

CITY'S address for notice under this Agreement is as follows:

Todd Darden, City Manager
City of Big Spring
310 Nolan St.
Big Spring, TX 79720

Any notice given pursuant to this Agreement shall be effective as of the date of receipt by registered or certified mail, or overnight delivery, to the address stated in this Agreement, or by hand-delivery to the person named in this paragraph representing the respective party.

XVII. Contingency

All obligations of CITY are expressly contingent upon appropriation by the City Council of the City of Big Spring of sufficient, reasonably available funds.

XVIII. Assigned Personnel

ENGINEER shall provide experienced and qualified personnel to carry out the work to be performed by ENGINEER under this Agreement and shall be responsible for and in full control of the work of such personnel. ENGINEER shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided and acceptable to CITY, as is evidenced in writing.

XIX. Standard of Care

ENGINEER will perform the services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

XX. Accessibility—Texas Accessibility Standards

ENGINEER agrees not to discriminate by reason of age, race, religion, sex, color, national origin or condition of disability in the performance of this Agreement. ENGINEER further agrees to comply with the Equal Opportunity Clause as set forth in Executive Order 11246 as amended and to comply with the provisions contained in the Americans with Disability Act, as amended.

XXI. Modifications

No modifications to this Agreement shall be enforceable unless agreed to in writing by both parties.

XXII. Third Party Obligations

CITY and ENGINEER hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and assigns of such party in respect to all covenants of this Agreement. Neither CITY nor ENGINEER will be obligated or liable to any third party as a result of this Agreement.

XXIII. Assignment

ENGINEER will not assign, sublet, or transfer interest in this Agreement without the prior written consent of the CITY.

XXIV. Choice of Law, Forum, and Venue

The law of the State of Texas shall govern this Agreement. The parties consent and submit to the personal jurisdiction of the courts of the State of Texas. Any litigation or other legal proceedings arising out of this Agreement shall be exclusively filed and adjudicated in state courts sitting in Howard County, Texas. Venue for any cause of action shall be in Howard County, Texas.

XXV. Waiver

In no event shall the making by the CITY of any payment to ENGINEER constitute or be construed as a waiver by the CITY of any breach of the Agreement, or any default which may then exist, nor shall it in any way impair or prejudice any right or remedy available to the CITY in respect to such breach or default.

XXVI. Severability

In the event any invalid provision herein contained is held to be invalid by any court of competent jurisdiction, and such was not a controlling or material inducement to the making of this Agreement, the invalid provision shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder.

XXVII. Integrated Agreement

The parties intend this statement of their Agreement to constitute the complete, exclusive, and fully integrated statement of their Agreement.

XXVIII. Non-Waiver of Governmental Immunity

- a. The City of Big Spring expressly retains all rights and benefits of governmental immunity from liability and suit for damages in accordance with: Title 5, Texas Civil Practice and Remedies Code; Subchapter I, Chapter 271, Texas Local Government Code; and any other law, if applicable.
- b. Nothing in this Agreement shall be deemed as a waiver of governmental immunity or as increasing the City of Big Spring's liability beyond any statutory limitation of liability.
- c. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Big Spring which would otherwise be barred under the doctrine of governmental immunity or operation of law.

XXIX. Nonappropriations

The Agreement expires at the end of each fiscal period for which an appropriation was made and is automatically renewed for the next fiscal period only if the City Council of Big Spring appropriates sufficient funds to pay the annual obligation for the upcoming fiscal year. The City of Big Spring's fiscal year ends September 30 of each year.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the Parties signs.

EXECUTED and AGREED to as of the dates indicated below:

ENGINEER:

FREESE AND NICHOLS, INC.
TEXAS

CITY:

THE CITY OF BIG SPRING,

Gennady Boksiner, P.E., Vice President

Todd Darden, City Manager

Date: _____

Date: _____

Attest:

Tami L. Davis, Assistant City Secretary

APPROVED AS TO FORM ONLY:

Andrew W. Hagen, City Attorney

CERTIFICATE OF INSURANCE REQUIREMENTS CITY OF BIG SPRING, TEXAS

1. General Insurance Conditions

The following conditions shall apply to all insurance policies obtained by ENGINEER for the purpose of complying with this Agreement.

1.1. Satisfactory Companies

Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

1.2. Named Insureds & Loss Payable Endorsements

All insurance policies required herein shall be drawn in the name of ENGINEER, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds. For Fire and Extended Coverage on buildings and improvements, all policies shall have loss payable endorsements for both Parties according to their respective interests.

1.3. Waiver of Subrogation

ENGINEER shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

1.4. Certificates of Insurance

At or before the time of execution of this Agreement, ENGINEER shall furnish City's Finance Director with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days of advance notice in writing of cancellation, non-renewal or material change in the policy, of insurance. In addition, ENGINEER and insurance company shall immediately provide written notice to City's Finance Director upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Finance Director at City Hall, 310 Nolan St., Big Spring, TX 79720.

1.5. Engineer's Liability

The procurement of such policy of insurance shall not be construed to be a limitation upon ENGINEER's liability or as a full performance on its part of

the indemnification provisions of this Agreement. ENGINEER's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of ENGINEER to maintain adequate coverage shall not relieve ENGINEER of any contractual responsibility or obligation.

2. Types and Amounts of Insurance Required

ENGINEER shall obtain and continuously maintain in full effect at all times during the term hereof, at ENGINEER's sole expense, insurance coverages as follows with limits not less than those set forth below:

2.1 Commercial General Liability

This policy shall be a comprehensive occurrence-type policy and shall protect the ENGINEER and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the ENGINEER's employees) and damage to property of the City or others arising out of the act of omission of the ENGINEER or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by ENGINEER under the paragraph of this Agreement entitled "Indemnification", including lease liability, completed operations, products, liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment).

Coverage shall be as follows:

\$ 2,000,000.00 General Aggregate

\$ 1,000,000.00 Each Occurrence

2.2 Automobile Liability

This coverage shall protect ENGINEER and the additional insureds, against all claims for injury or property damage associated with use of automobiles, and shall cover all automobiles owned, or otherwise that shall be used by ENGINEER and any of its employees, agents, subcontractors or assigns on City property in connection with the Agreement.

\$ 1,000,000.00 Combined Single Limit

2.3 Umbrella Liability

\$ 2,000,000.00 Each Occurrence

\$ 2,000,000.00 Aggregate

2.4 Workers' Compensation Coverage:

State statutory limits

2.5 Professional Liability

\$ 1,000,000.00 Per Claim

EXHIBIT A

SCOPE OF WORK

Freese and Nichols, Inc. (FNI) will provide the following project-related engineering services to the City of Big Spring (City): See attachment, City of Big Spring, Big Spring Wastewater Treatment Plant, Grit Removal System and Cloth Media Filtration System Improvements Study Engineering Scope of Services, March 9, 2023

COMPENSATION PAYMENT SCHEDULE

Compensation for FNI will be according to the attachment: Big Spring WWTP Project Fee Summary, Grit Removal System and Filtration Improvements Study, 3/9/2023, Detailed Cost Breakdown

“EXHIBIT A”

City of Big Spring
Big Spring Wastewater Treatment Plant
Grit Removal System and Cloth Media Filtration System Improvements Study
Engineering Scope of Services
March 9, 2023

PROJECT UNDERSTANDING AND ASSUMPTIONS:

The City of Big Spring's (the City) Wastewater Treatment Plant (WWTP) has an annual average daily flow (AADF) of 3.8 million gallons per day (MGD) and a two-hour peak flow of 11.4 MGD based on Texas Pollutant Discharge Elimination System (TPDES) permit for the WWTP. The plant has experienced issues with the current grit removal system and filtration system as discussed below.

The WWTP's current Headworks facility was commissioned in 2015. The facility consists of a submersible pump lift station, an automatic step fine screen with a washing compactor, and a proprietary grit removal system, as manufactured by Hydro International®. The system consists of a stacked tray grit chamber, Wemco flooded suction grit pump, TeaCup classifier, and Grit Snail dewatering equipment. Per the manufacturer's design, the system can remove up to 95% of grit down to 75 microns in size. However, the City has experienced issues with clogging and reduced performance.

The WWTP originally operated two parallel traveling bridge sand filters that followed the existing chlorine contact basins. Around 2012, the City implemented a filter improvements project that demolished the existing mechanical equipment of both filters and converted one of the basins to cloth media filtration to serve the needs of the plant while the other basin was abandoned. The retrofitted basin contains two parallel cloth media disc cassettes, a single control panel, and a self-priming pump for backwashing both units. The cloth media system was manufactured by Ashbrook Corporation, which was acquired by Alfa Laval, Inc. shortly after the system was commissioned. After several years of operations, the backwash mechanism that travels along the filter media began to catch and rip the cloth media. These stresses caused subsequent damage to the backwash jack screw and driving bronze nut, and ultimately resulted in the cassette frame warping on the northern unit. The filtration system was then taken offline and has been non-operational for the last four years due to the issues.

The City obtained an American Rescue Plan Act (ARPA) grant of \$1,750,000 from the Federal Government to finance improvements at the WWTP's grit and filtration facilities. It is the goal of this project to evaluate problem areas, viable improvement alternatives and provide recommendations for consequent final design and construction phases, as described in Basic Services below. Per conditions of ARPA grant, all funds must be expended by December 31, 2026.

ARTICLE I - BASIC SERVICES: FNI shall render the following professional services for the development of the Project:

A. Project Management:

1. Perform general administrative duties associated with the Project, including:
 - a. Progress monitoring and monthly project reporting including status report, recent activities, upcoming activities, action items log, decisions made log, budget updates, schedule updates, and scope changes, scheduling, general correspondence, documentation, office administration, project team management, and implementation of a Quality Assurance (QA) and Quality Control (QC) program for the project and invoicing for the scope items identified below. Documentation shall be in accordance with the City requirements for the Project. These duties include maintaining regular communication with the City to help meet the needs of the City in a timely manner and executing work per the work plan, budget, and schedule.

2. Conduct one (1) Internal Kickoff meeting and one (1) Project Team Kickoff meeting to:
 - a. Review scope, Project schedule, and budget; to determine any special conditions that may affect the project; to discuss administrative requirements of the City; and to review project criteria and the City's goals and expectations for the project.
 - b. The Project Team Kickoff meeting is to be held in-person followed by a site visit to pertinent facilities.
 - c. Meeting Agenda and Meeting Minutes will be provided.
3. Manage efforts of internal design team on the Project and perform Quality Control reviews of all deliverables. Quality Control Reviews will include use of FNI's Disciplinary QC checklists, provision of QC Plan Documentation and provision of comment/response forms for documenting and responding to the City's comments on all submittals.
4. Deliverables include the following:
 - a. Agendas and minutes for all meetings
 - b. Project schedule updated monthly
 - c. Monthly project reporting
 - d. Monthly invoices

B. Alternatives Evaluation and Technical Memorandum:

- a. Conduct interviews with plant staff and analysis of existing grit removal and filtration system to verify current shortcomings and areas requiring improvements.
- b. Review available pertinent Record Drawings, studies and plant data as it relates to the project, to be provided by the City.
- c. Evaluate the following existing Grit Removal System improvements:
 - i. Grit pumping system:
 - a. New submersible pump inside stacked tray system;
 - b. New pump on top of the stacked tray system slab;
 - c. Relocation of existing pumps to the dumpster level elevation; and
 - d. Evaluation of new pumps and rehabilitation of existing pumps will be conducted.
 - ii. Grit classifier improvements:
 - a. Rehabilitation/modifications of the existing TeaCup unit;
 - b. Replacement of the existing TeaCup unit with OpTeaCup unit; and
 - c. Replacement of the existing TeaCup unit with Cyclone unit.
 - iii. Grit suction and discharge piping improvements for grit slurry.
 - iv. Drain piping from the grit classifier and grit dewatering improvements to avoid bottlenecking. Detangle of piping and penetration point back to the influent channel.
 - v. Control panel relocation and rehabilitation to include blow down cycles for grit system.
 - vi. Structural modifications to the stacked tray top concrete slab to allow for system cleaning.
- d. Conduct Filter System evaluation and cost comparison of following alternatives:
 - i. Rehabilitation of existing Alfa Laval Filter System;
 - ii. Complete replacement of existing system with a new Alfa Laval Filter System;
 - iii. Retrofitting empty basin with Aqua Aerobics Aqua Diamond Filter System;
 - iv. Retrofitting empty basin with Aqua Aerobics Aqua MiniDisk Filter;
 - v. Integration of additional drainage for the filter basin;
 - vi. Integration of additional backwash pump for items (i) and (ii) above; and
 - vii. Control panel rehabilitation or modifications to include additional backwash pump.

- e. Develop Opinions of Probable Construction Costs (OPCC) (AACE Class 5) for identified alternatives.
- f. Conduct one (1) submittal Overview Workshop with the City, presenting results of the evaluation prior to submittal of Draft Technical Memorandum (TM) report to the City for review. This meeting will be conducted virtually through Microsoft Teams.
- g. Develop, review and submit Draft TM of the evaluation in electronic PDF format to the City for Review.
- h. Attend one (1) review meeting with the City to discuss the contents of the TM based on the City's review prior to submitting the Final TM. This meeting will be conducted virtually through Microsoft Teams.
- i. Incorporate City's comments and submit Final TM in electronic PDF format to the City for records.
- j. Deliverables:
 - i. **Technical Memorandum – Alternatives Evaluation** documenting these results.
 - 1. Submit Draft TM in electronic file as a PDF format to the City for review and comment.
 - 2. Submit Final TM in electronic file as a PDF format to the City upon incorporation of review comments.

ARTICLE II - ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by the City, which are not included in the above described Basic or Special Services, are described as follows:

- A. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by City.
- B. Providing renderings, model, and mock-ups requested by the City.
- C. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by City.
- D. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- E. Visits to the site more than the number of trips included in Basic Services for periodic site visits, coordination meetings, or contract completion activities.
- F. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.
- G. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

ARTICLE III - RESPONSIBILITIES OF CITY: City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. City will designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to FNI's services for the Project.
- B. City will provide all criteria and full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and

City of Big Spring
Grit Removal System and Cloth Media Filtration System Improvements
Engineering Scope of Services

expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the drawings and specifications.

- C. City will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- D. City will arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. City will examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- F. City will submit such documents, plans and specification to appropriate regulating agencies and request the required approvals as expeditiously as is reasonable.
- G. City shall bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE IV - TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

Phase 1 - Alternatives Evaluation and Technical Memorandum 6 months from NTP

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V - DESIGNATED REPRESENTATIVES: FNI and CITY designate the following representatives:

City's Designated Representative –

Shane Bowles, P.E.
310 Nolan Street,
Big Spring, TX
432-264-2500
sbowles@mybigspring.com

FNI's Designated Representative –

Gennady Boksiner, P.E., BCEE
2711 Haskell Ave., Suite 3300
Dallas, TX
214-217-2224
gb@freese.com

FNI's Accounting Representative –

Erin Westbrook
801 Cherry Street, Suite 2800
Fort Worth, TX
817-735-7395
erin.westbrook@freese.com

Big Spring WWTP Grit Removal System and Filtration Improvements Study 3/9/2023 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	\$ 70,665
	Special Services	\$ -
	Total Project	\$ 70,665

Tasks			Labor							Expenses					Total	
Phase	Basic or Special	Task Description	David Jackson	Gennady Boksiner	Raneem Bizri	Michael Schuster	Darpan Chorghie	Kevin Morris	Chad Simmons	Total Hours	Total Labor Effort	Tech Charge	Miles	Meals	Total Expense Effort	Total Effort
			SA	PM	EIT	Electrical	Hydraulics	Client Rep.	QC							
			\$175	\$298	\$112	\$176	\$149	\$229	\$302							
0001	Basic	Project Management									\$ -				\$ -	\$ -
0001	Basic	Progress monitoring and monthly progress reporting	6	12	6			6		30	\$ 6,675	30			\$ 255	\$ 6,930
0001	Basic	QA/QC program implementation	2	2	6				5	15	\$ 3,130	15			\$ 128	\$ 3,258
0001	Basic	Office administration and invoicing		6						6	\$ 1,789	6			\$ 51	\$ 1,840
0001	Basic	Internal kickoff meeting	1	2	4	1	1	1	1	11	\$ 2,077	11			\$ 94	\$ 2,171
0001	Basic	Project team kickoff meeting (In person with site visit)		10	18	12		5		45	\$ 8,266	45	800	150	\$ 1,079	\$ 9,345
0001	Basic	Alternatives Evaluation and Technical Memorandum									\$ -				\$ -	\$ -
0001	Basic	Identification of process issues	1	2	3					6	\$ 1,108	6			\$ 51	\$ 1,159
0001	Basic	Review record drawings and available data		2	8	2				12	\$ 1,848	12			\$ 102	\$ 1,950
0001	Basic	Evaluate grit removal system improvements									\$ -				\$ -	\$ -
0001	Basic	Grit suction and discharge layouts review	1	4	16		4			25	\$ 3,763	25			\$ 213	\$ 3,975
0001	Basic	Detangling of draining piping		4	16		4			24	\$ 3,588	24			\$ 204	\$ 3,792
0001	Basic	Control panel and electrical requirements		4	4	10				18	\$ 3,407	18			\$ 153	\$ 3,560
0001	Basic	Structural modifications to stacked tray		2	8				1	11	\$ 1,797	11			\$ 94	\$ 1,891
0001	Basic	Filter System evaluation and cost comparison									\$ -				\$ -	\$ -
0001	Basic	Alternatives Development	1	8	32	4	4			49	\$ 7,460	49			\$ 417	\$ 7,876
0001	Basic	Develop OPCC for identified alternatives		4	16		4			24	\$ 3,588	24			\$ 204	\$ 3,792
0001	Basic	Overview Workshop Meeting (Virtual)		6	12	2				20	\$ 3,490	20			\$ 170	\$ 3,660
0001	Basic	Develop Draft TM		8	40	2	2			52	\$ 7,532	52			\$ 442	\$ 7,974
0001	Basic	TM review meeting (Virtual)		4	10					14	\$ 2,317	14			\$ 119	\$ 2,436
0001	Basic	TM modifications from review		8	20	1				29	\$ 4,809	29			\$ 247	\$ 5,056
Total Hours / Quantity			12	88	219	34	19	12	7	391		391	800	150		
Total Effort			\$ 2,100	\$ 26,237	\$ 24,613	\$ 5,999	\$ 2,836	\$ 2,746	\$ 2,113		\$ 66,645	\$ 3,324	\$ 524	\$ 173	\$ 4,020	\$ 70,665

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Seventy Thousand Six Hundred Sixty Five Dollars (\$70,665).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate	
	Min	Max
Professional 1	88	171
Professional 2	104	171
Professional 3	124	268
Professional 4	124	305
Professional 5	195	335
Professional 6	215	406
Construction Manager 1	94	111
Construction Manager 2	94	168
Construction Manager 3	134	168
Construction Manager 4	155	215
Construction Manager 5	178	255
Construction Manager 6	245	302
Construction Representative 1	78	94
Construction Representative 2	88	94
Construction Representative 3	108	158
Construction Representative 4	111	178
CAD Technician/Designer 1	67	131
CAD Technician/Designer 2	108	161
CAD Technician/Designer 3	148	215
Corporate Project Support 1	61	131
Corporate Project Support 2	74	188
Corporate Project Support 3	88	346
Intern / Coop	47	81

Rates for In-House Services and Equipment

Mileage	Bulk Printing and Reproduction		Equipment	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	
	Small Format (per copy)	\$0.10	\$0.25	Valve Crew Vehicle (hour) \$75
	Large Format (per sq. ft.)			Pressure Data Logger (each) \$200
Technology Charge	Bond	\$0.25	\$0.75	Water Quality Meter (per day) \$100
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Microscope (each) \$150
	Vinyl / Adhesive	\$1.50	\$2.00	Pressure Recorder (per day) \$100
				Ultrasonic Thickness Guage (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Coating Inspection Kit (per day) \$275
	Binding (per binding)	\$0.25		Flushing / Cfactor (each) \$500
				Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2023.

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